INDEX TO APPENDICES

Appendix A Circuit Court of Loudoun County original complaint December 2, 2013, Urrego filed the first original complaint with Samuel white P.C as a defendant.

Appendix B The case was transferred to the supreme court of appeals March 9, 2018

Appendix C Supreme Court of Appeals Appeal was Rejected dated March 19, 2018.

Appendix D on June 12, 2017, Urrego filed a Complaint against SIWPC. In the UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA Richmond Division.

Appendix E on September 18, 2017, Urrego, asserting proper service on SIWPC, filed a Motion for Default Judgment,

Appendix F on January 18, 2018, Urrego returned the re-issued summons as unexecuted. (ECF No. 10.) On the section of the Affidavit of Service where the manner of service is described, the private process server selected "Not Found." (Aff. Serv. 2, ECF No. 10.)

Appendix G on February 23, 2018, Urrego filed a Motion to Strike SIWPC's Affirmative Allegations and Defenses ("Urrego's Motion to Strike"). (ECF No. 18.) Finally, on June 4, 2018, Urrego filed a Third Motion for Default Judgment. (ECF No. 25.)

Appendix H The Court referred all the above motions to the Honorable David J. Novak, United States Magistrate Judge, pursuant to the provisions of (ECF Nos. 24, 27.) On July 3, 2018.

Appendix I Urrego then files for the United States court of appeals for the 4th circuit, On February 2021.

Appendix J Urrego gets transferred to the SUPREME COURT OF THE UNITED STATES, on September 15, 2021.

Appendix K Urrego also is filing Joinder for Samuel White P.C. on the date of August 4 2016.

Appendix L Urrego Order United states court of Appeals for the fourth circuit dated September 15 2021.

Appendix M: Unlawful Demurrer Court, Loudoun County Circuit Court final order Feb 15 2022.

Appendix N:Plaintiffs Grounds of defense. Courtdate Feb 15 2021.

Appendix O: Plaintiffs right to a fair trial.

Appendix P: United states Eastern District Court, Final order.

Appendix Q: Unites states Eastern District court MEMORANDUM OPINION

Appendix R: UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT ORDE

Appendix S :UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT MANDATE

Appendix T : IN THE CIRCUIT COURT FOR LOUDOUN COUNTY ORDER

Appendix P:

FINAL ORDER UNITED STATES EASTERN DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

Richmond Division

NAZIRA URREGO,

Plaintiff,

v. **Civil Action no**

3:17cv437

SAMUEL WHITE. PC

Defendant,

FINAL ORDER

The court GRANTS the Motion to Dismiss, (ECF No. 43.)

Urrego is ADVISED that written notice of appeal must be filed with the Clerk of court within thirty (days) of the date of entry heroef. Failure to file an appeal within that period may result in the loss of a right to appeal.

Let the Clerk send a copy of this Memorandum opinion and Final order to all counsel of record and to Urrego at her address of record.

It is so ORDERED.

M. Hannah Lach

United states

district judge

Appendix Q

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VORGINIA Richmond Division

NAZIRA URREGO,

Plaintiff,

v.

SAMUEL WHITE P.C

Defendant.

MEMORANDUM OPINION

This matter comes before the Curt on Defendant Samuel I. White, P. Cs ('white") Motion to Dismiss for Failure to state a Claim (the "Motion to Dismiss") pursuant to Federal Rule of Civil Procedure 12 (b)(6). (ECF No. 44.) Plaintiff Nazira Urrego, proceeding pro se, responded. (ECF No. 46) White replied, (ECF No. 47), and Urrego filed a sur-reply, (ECF No.48). The court dispenses with oral argument because the materials before it adequately present the facts and legal contentions, and argument would not aid the decisional process. Accordingly, the matter is ripe for disposition. The court exercises jurisdiction pursuant to 28 U.S.C 1331. For the reasons that follow, the Court GRANTS the Motion to Dismiss. (ECF No. 44.) _____

1) White provided Urrego with appropriate notice pursuant to Roseboro v. Garrison, 528 f.2d 309 (4th Cir. 1975) and Local Rule 7(K) for the United States District Court for the Eastern District og Virgina.

2) Rule 12 (b)(6) allows dismissal for "failure to state a claim upon which relief can be granted." Fed R Civ. P. 12(b)(6).

3) " The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." 28 U.S.C 1331. Construing Urrego's pleasing liberally, it appears she brings Count I pursuant to the Fair Debt collection Practices Act (the "FDCPA"), 15 U.S.C 1692 et seq. And Count III pursuant to the Truth in Lending Act ("TILA"), 12 U.S.C 226 and the Home Ownership and Equity Protection Act ("HOEPA"),15 U.S.C. 1602(a)

I. Background

A. Procedural Background

On June 12, 2017, Urrego, pro se, brought the instant suit against White. (ECF No. 1.) On November 2, 2018, the Court dismissed the appeal "because an amendment could potentially cure the pleasing defects identified in Urrego's complaint." Urrego v. White, 764 Fed. Appx 304 (4th Cir. Va. April 8, 2019) Accordingly, the Fourth Circuit remanded the case "with instructions to allow Urrego to amend her Complaint." (May 1, 2019, Ordered 1, ECF No. 42).

On May 13, 2019, Urrego filed her Amended Complaint. (ECF No.43.) On May 30, 2019, White filed its Second Motion to Dismiss pursuant to Rule 12(b)(6) of the Federal Rule of civil Procedure. Urrego initially failed to respond. On June 25, 2019, this court issued an Order requiring "Urrego to show cause why the Court should not grant White's Second Motion the June 25, 2019, Order and on July 8, 2019, Urrego filed her response to the Motion to Dismiss. June 25, 2019" she "served true and accurate copies of the foregoing document" on defense counsel. (Resp. Mot. Dismiss 10, ECF No. 46.) White replied, and Urrego filed – without authorization – a sur-reply.

B. **Factual Background**

As in her First Complaint, Urrego alleges that White did not have authority to collect on the mortgage debt or initiate foreclosure proceedings against her property (4). Construing the allegations liberally, as this Court must give Urrego's pro se status (5), Urrego appears to allege three distinct claims to relief.

First, Urrego alleges that White fraudulently began foreclosure on her home in violation of the Fair Debt collection Practices Act (the "FDCPA"), 15 U.S.C. 1692. Specifically, required to send a letter "within five days of its first communication with the debtor containing. . . the amount of the debt [;] the name of the creditor to whom the debt is owed [;] a statement that unless the consumer, within 30 days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector." (Am. Compl 2, ECF No. 43.) Urrego submits that White "failed to do" these actions. (id. 3.)

Second, Urrego claims that White "fraudulently attempt[ed] to initiate a foreclose [sic] proceeding on [her] property."(Id.) Urrego contends that White "lacked standing" to initiate the foreclosure because "the foreclosing PARTY like the defendant in this case must produce the

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4) The Amended Complaint contains relatively little context about the property, the mortgage in question, or any proceedings prior to the filing of the instant lawsuit.

5) Courts have a duty to construe pro se pleadings liberally. Bracey v. Buchanan, 55 F. Supp. 2d 416 ,421 (E.D. Va. 1999) (quoting Haines v Kerner, 404 U.S 519,520(1972)). A pro se plaintiff must never the less allegefacts syfficient to state a cause of action. Bracey, 55 F. Supp. 2d at 421 (citation omitted). The Court pro se litigant's "advocate and develop, sea sponte, statutory and constitutionals claims

that the [litigant] failed to clearly raise on the face of [the] complaint". Newkirk v. Cir. Ct. Of Hampton, No. 3:14cv372, 2014 WL 4072212, at * 1 (E.D Va. Aug. 14, 2014); see also Beaudette v. City of Hampton, 775 F.2d 1274, 278 (4th Cir. 1985_

Note as well as an assignment showing tht the loan was transferred to that entity."(Id.5) According to Urrego, because the "defendant never held both the note or the mortgage before their attempt on . . . foreclosure," the attempt to foreclose was unlawful. (Id.)

Third, Urrego claims that White "is . . . in violation of unfair lending practices" in violation of the Truth in Lending Act (TILA) and the Home Ownership and Equity Protection Act (HOEPA). (Id.6.) Urrego lists several examples of unfair lending practices and other requirements under TILA and HOEPA but does not offer any factual allegations as to how White engaged in those unfair ending practices or violated those statutes. (See Id. 67.)

II. Legal Standard

"A motion to dismiss under Rule 12(b)(6) tests the sufficiency of a complaint; importantly, it does not resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses." Republican Party of N.C v. Martin, 980 F 2d 943, 952 (4th Cir. 1992) (citing 5A Charles A. Wright & Arthur R. Miller, Federal Practice and Procedure 1356 (1990)). To survive Rule 12(b)(6) scrutiny, a complaint must contain sufficient factual information to "state a claim to relief that is plausible on its face" Bell Atl. Corp. V. Twombly, 550 U.S. Thus "naked assertions of wrongdoing necessitate some factual enhancement within the complaint to cross the line between possibility and plausibility of entitlement to relief." Francis v. Giacomelli, 588 F .3d 186, 193 (4th Cir. 2009) (internal quotation marks omitted).

A complaint achieves facial plausibility when the facts contained therein support a reasonable inference that the defendant is liable for the misconduct alleged. Twombly, 550 U.S at 556; see also Ashcroft v Iqbal, 556 U.S. 662 (2009). This analysis is context- specific and requites "the reviewing court to draw on its judicial experience and common sense." Francis, 588 F.3d AT 193. The Court must assume all well-pleaded factual allegations to be true and determine whether, viewed in the light most favorable to the plaintiff, they "plausibly give rise to an entitlement to relief." Iqbal, 556 U.S at 676-79 ; see also Kensington Volunteer Fire Dep't, Inc. Montgomery Cty, Md, 684 D. 3d 462, 467 (4th Cir. 2012) (finding that the court in decding a Rule 12(b)(6) motion to dismiss "must accept as true all of the factual allegations contained in the complaint' and 'draw all reasonable inferences in favor of the plaintiff'') (quoting E.I. du Pont de Nemours * Co. V. Kolon indus., Inc., 637 F. 3d 435, 440(4th Cir. 2011)). The principle applies only to factual allegations, however, and "a court considering a motion to dismiss can choose to begin by identifying pleadings that, because they are no more than conclusions, are not entitled to the assumption of truth" Iqbal, 556 U.S. at 679.

III. Analysis: Motion to Dismiss

The court will Grant White's motion to Dismiss (6). Even liberally constructed, Urrego fails to state a claim under the FDCPA, Virginia law, or federal lending statutes. The court will address these claims seriatim.

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6) Given the relative paucity of context and supporting information in the amended Complaint, White attaches a number of exhibits to its motion to Dismiss. For purposes of the Rule 12(b)(6) Motion to Dismiss, the Court assumes the well-pleaded factual allegations in the Complaint to be true and will view them in the light most favorable to Urrego. See Mylan Labs., Inc., v. Matkari, 7F.3d 1130, 1134 (4th Cir. 1993). However, the "court may consider official public records, documents central to plaintiffs claim, and documents sufficiently referred to in the complaint [without converting a Rule 12(b)(6) motion into one for summary judgment] so long as the authenticity of these documents is not disputed" Witthohn v. Fed. Ins. Co., 164 F.

A. The Court Must Dismiss Urrego's FDCPA Claim Because the Notice Letter Directly Contradicts her Allegations

Urrego contends that White ailed to provide her with statutorily requited information prior to initiating foreclosure proceedings. Because the record shows that White did provide Urrego with that information, Urrego fails to state a claim under the FDCPA.

"The FDCPA protects consumers from abusive and deceptive practices by debt collectors and protects non=abusive debt collectors from competitive disadvantage." Lembach v. Bierman, 528 F. App'x 297, 302 (4th Cir. 2013) (quoting United states v. Nat'l Fin.Servs,. Inc, 98 F. 3d 131, 135 (4th Cir. 1996)). To prevail on an FDCPA claim a plaintiff must allege that:(1) he or she was the object of collection activity arising from consumer debt as defined by the FDCPA; (2) the defendant is a debt collector as define by the FDCPA; and (3) the defendant engaged in an act or omission prohibited by the FDCCPA, such as using a false, deceptive, misleading representation or means in connection with the collection of any debt. See Moore v. Commonwealth Trs., LLC, No. 3:09CV731,2010 WL 4272984, at *2 (E.D. Va. Oct. 25,2010) (citing Blagogee v. Equity Trustees, LLC,No. 1:10cv13, 2010 WL 2933963 at *5 (E.D. Va. July 26, 2010)); see also 15 U.S.C. 1692(E).

Urrego appears to allege that White violated 15 U.S.C. 1692 (7) by not providing required information to her prior to attempting to foreclose on the property. After listing the requirements of 1692, Urrego contends that "[a]ll these the defendant [White] failed to do... proving that the defendant is currently in violation of the [FDCPA.'"(Am. Compl.3.)

The Notice letter, submitted by White, contradicts Urrego's claim. Specifically, the Notice Letter specifies the amount of debt owed ("757,617.25"), and the name of the creditor to whom the debt is owed in capital letters ("THE BANK OF NEW YORK MELLON").(Notice letter 1, ECF No. 44-10.) The Notice Letter continues:

4. Unless you within thirty days, after receipt of this notice, dispute the validity of debt, or any portion thereof, we will assume the debt is valid.

5. If you notify us in writing within the thirty-day period that the debt or nay portion thereof is disputed, we will obtain verification of the debt and mail a copy of such verification to you.

6. Upon your written request within gthe thirty-day period, we will rovide you with the name and address of the original creditor, if different fom the current creditor.

White attaches eight exhibits to its Motion to Dismiss. White identifies the first seven exhibits (exhibits A-G) as public records. The eighth exhibit (Exhibit H) is a notice letter (the "Notice Letter") from White to Urrego, providing information under the FDCPA. The Notice Letter is central to Urrego's claim that she never received statutorily required information under the FDCPA. Urrego does not dispute the authenticity of the exhibits. Accordingly, the Court will consider each of the documents.

[w]ithin five days after the initial communication with a consumer in connection with collection of any debt, debt collector shall, unless the following information contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing ---

(1) the amount of debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within thirty-day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgement will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(Id.) The Notice Letter Provide, nearly, verbatim, the information required under 1692 (a).

In response, Urrego does not contest the authenticity of the Notice Letter. that she did inaccurate. Given the uncontested information provided in the Notice Letter, Urrego fails to allege

an "act or omission prohibited by the FDCPA." Moore, 2010 WL 4272984, at *2. For that reason the Court will dismiss Urrego's FDCPA claim.

B. The Court Must Dismiss Urrego's State Law Claims Because Virginia Does Not Recognize So-Called Show-Me the Note Claims and She Fails to State a Claim for Outright Fraud

Next, Urrego contends that White "lacked standing to attempt to foreclose on [her] property" because it did not "produce the note as well as an assignment showing that the loan was transferred to [White]." (Am. Compl.5.) According to Urrego, White's failure to produce the mortgage note prior to initiating foreclosure proceedings rendered those proceedings unlawful under Virginia law. (Id.) Because Virginia does not recognize "show-me the note" claims that the amended complaint does not sufficiently allege actual fraud Urrego fails to state a claim under Virginia la.

Reading her pleadings liberally, Urrego's claim that White was required to produce then note prior to foreclosure amounts to a "'show me the note' claim []-- where borrowers request the Jan 18, 2017)> However, courts have "roundly rejected" such claims as "plainly contrary to *10 (E.D. Va. Apr. 21, 2014) (internal citations omitted); see also Buzbee v. U.S Bank N.A., 84 Va. Cir. 485 (Va. 2012) ("[s] how me the note cases are contrary to Virginia's non-judicial foreclosure laws, which do not require secured creditors to come before the court to prove their authority to foreclose on secured property"); Suggs, 230 F. Supp.3d at 464. As the Fourth Circuit has explained:

Virginia is a non-judicial foreclosure state. As Virginia law provides, in the event of default on a dee of trust, the trustee "shall forthwith declare all the debts and obligations secured by the deed of trust at once due and payable and may take possession of the property and proceed to sell the same at auction" without any need to first seek a court decree.

Horvath v. Bank of N.Y., N.A, 641 F.3D 617, 623 N.3(4th Cir. 2011) (quoting Va. Code Ann 55-59(7)). Borrowers cannot compel "compel judicial intervention is any foreclosure proceeding where a deed of trust has changed hands, or a substitute trustee has been appointed." Davis, 2014 WL 1604270, at *22 (citations omitted).

Urrego's claim that White should be required to "produce the note" has no basis in Virginia law. (Am. Compl. 5.) Urrego nevertheless claims that "the defendant never held both the note or the mortgage before their attempt on a residential disclosure," thus rendering the attempt generally unlawful. (Id.) But White, by virtue of its status as substitute trustee, was not required to hold the "note or the mortgage" before foreclosure. (Id.) The Bank of New York Mellon, as creditor, possessed the note a directed, White, as trustee, to initiate foreclosure proceedings. Even if Urrego's show me the note claim were cognizable under Virginia law, it would have to be brought against the Bank of New York Mellon.

Finally, to the extent that Urrego alleges actual fraud on the part of White, that claim to must fail.

Under Virginia Law, a plaintiff must allege the following elements to state a claim of fraud; '(1) a false representation, (2) of a material fact, (3) made intentionally and knowingly, (4) with intent to mislead, (5) reliance by the party misled, and (6) resulting damage to the party misled.'

Urrego v. White, 2018 U. S Dist. LEXIS 125550 (E.D. VA, Jul726,2018) (quoting Chistoni v. HSBC BANK USA, N.A 2017 U.S. Dist. LEXIS 72568, 2017 WL 1963902, at *5 (E.D. Va. May 11, 2017) (quoting State Farm Mut. Auto. Ins.v Remley, 270 Va. 209, 218, 618 S.E 3d. 316 (Va. 2005)). As in her first complaint, Urrego fails to "state with particularity the circumstances constituting fraud." Urrego v. White, 2018 U.S Dist. LEXIS 125550 at *23.

Specifically, Urrego fails to allege facts "showing that the [allegedly] false statements listed in the 2011 Notice induced her to take or refrain from taking any particular action. " Id. At *25." Thus, Plaintiff's Complaint contains no factual allegations showing the existence of material fact -- the second element required to establish fraud under Virginia law." Id. Furthermore, the amended Complaint, like Urrego's first complaint, "fails to allege facts showing the damages flowing from [White's] alleged fraud." Id. Given these deficiencies Urrego's claims under Virginia law must be dismissed.

C. Urrego Fais to State a Claim for Violations of TILA and HOEPA Because White Does not Qualify as a Creditor Under the Statutes and Urrego Fails to Allege Facts Indicating White Engaged in Unfair Lending Practices.

Finally, Urrego claims that White "is . . . in violation of unfair lending practices" under the Truth in Lending Act (TILA) and the Home Ownership and Equity Protection Act (HOEPA). (Am. Compl.6.) Because White does not qualify as a creditor under either statue and Urrego fails to indicate in which unfair lending practices White engaged, Urrego fails to state a claim,

TILA "promote[s] the informed use of consumer credit by requiring disclosures about its terms and cost" and "prohibits certain acts or practices in connection with credit secured by a dwelling." 12 C.F.R 226.1 (b). TILA applies only to an "individual or business that offers or extends credit," and defines a creditor as a "person who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments . . . and to whom the obligation is initially payable, either o the face of the note or contract." 12 C.F.R 226.2(17)(I). TILA "imposes general liability only on creditors and greatly circumscribes the liability of assignees." Vincent v. Money Store, 736 F.3d 88, 05 (2d Cir. 2013)(emphasis added).

Congress enacted HOEPA in 1994 as an amendment to TILA "to address abusive practices in refinances and close-end home equity loans with high interest rates or high fees." Suggs, 230 F. Supp. 3d at 465 (internal citations omitted). HOEPA restricts creditors from engaging in certain lending practices, and defines a creditor as an entity which

Both (1) regularly extends. . .. consumer credit which is payable by agreement in more than four installments or for which the payment of a finance charge is or may be required, and (2) is the person to whom the debt arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness or, if there is no such evidence of indebtedness by agreement.

15 U.S.C 1602. The definition of creditor in HOEPA "is restrictive and precise, referring only to a person who satisfies both requirements." Cetto v. LaSalle Bank Nat'l Ass'n, 518 F. 3d 263,270 (4th Cir. 2008) (emphasis in original).

Urrego fails to state a claim under either TILA or HOEPA. First and foremost, Urrego does not allege that White "regularly extends consumer credit" or what White acted as accreditor in regard to Urrego or her property. See 12 C.F.R 226.2 (17)(I); 1602 (g). Furthermore, the obligation here was "initially payable" to the Bank of New York Mellon as the holder of the contract, meaning White could not qualify as a creditor under TILA or HOEPA, Urrego does not specify which unfair lending practices White engaged in regarding the foreclosure of her home. The amended Complaint simply lists various requirements under TILA and HOEPA but does not indicate whether – or how – White allegedly violated them. (See Amended Compl. 6-9.) While the Court must liberally construe Urrego's pleasings, it cannot "advocate and develop, sua sponte . . . claims that the [litigant] failed toclearly raise on the face of [the] complaint.' Newkirk, 2014 WL 4072212 at *1.

Because White does not qualify as creditor under TILA or HOEPA and Urrego fails to allege facts indicating any violation of those statutes, the court must dismiss Urrego's Amended Complaint on those grounds.

I.V Conclusion

The court previously provided Urrego the opportunity to amend her complaint, allowing her to clarify her cause of action. Because the Court offered Urrego an opportunity to address the deficiencies in her initial complaint and to state a claim – the Court presumes that Urrego has stated her best case. See Goode v. Cent Va. Legal Aid Soc'y, Inc,, 807 F.3d 619 (4th Cir. 2015); Domino Sugar Corp v. Sugar Workers Local Union 392, 10 F. 3d 1064 (4th Cir. 1993); see also Grady. White, 686 F. App'x 153, 154 (4th Cir. 2017) (dismissing without remand because district court previously afforded Plaintiff the chance to amend his complaint). For the reasons stated above, the court grants the Motion to Dismiss ad dismisses with prejudice Urrego's Amended Complaint.

M. Hamah Lauck

United States District Judge

Appendix R

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

No. 20-1097
(3:17-cv-00437-MHL-DJN)

NAZIRA URREGO
Plaintiff – appellant

v.

SAMUEL I. WHITE P.C.
Defendant – appellee

ORDER

The court strictly enforced the time limits for filing petitions for rehearing and petitions for rehearing in banc in accordance with Local Rule 40(c). The petition in this case is denied as untimely.

For the Court By Direction

APPENDIX S

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

No. 20-1097
(3:17-cv-00437-MHL-DJN)

NAZIRA URREGO
Plaintiff – appellant

v.

SAMUEL I. WHITE P.C.
Defendant – appellee

MANDATE

The Judgment of this court. Entered December 15, 2020, takes effect today. This constitutes the formal mandate of this court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

APPENDIX T

VIRGINIA:

INTHE CIRCUIT COURT FOR LOUDOUN COUNTY

NAZIRA URREGO)
)
Plaintiff,)
) Case No.
v.) CL00084824-00
BANK OF NEW YORK MELLON,)
As Trustee, and a banking institution)
Doing business in Virginia, et al.)
)
Defendnts.)

ORDER

On March 13, 2018, the Court heard argument on Defendants' motion for Summary Judgement and Plaintiffs opposition thereto, and took this matter under advisment. On March 14, 2018, the Court, by its Letter Opinion, granted Defendants' motion for Summary Judgement. Accordingly, for the reasons stated in the Courts March 14, 2018 Letter Opinion – which are incorporated herein by reference – it is hereby:

ORDERED, that for the reasons stated in the Court's Letter Opinion, judgment shall be entered in Defendants' favor on all of Plaintiffs, remaining claims in this laswsuit; and it is further

ORDERED that this Order shall constitute the final judgment of the Court in this matter.

SO ORDERED on this 17th day of April 2018.

Hon Douglas L. Eleming Jr.
Circuit Court Judge