ORIGINAL

No. 23-710

In The

Supreme Court of the United States

BRIGITTE NELSON,

Petitioner,

v.

ACRE MORTGAGE & FINANCIAL INC.,
AND CLASSIC QUALITY HOMES,

Respondents.

On Petition For A Writ Of Certiorari
To The United States Court Of Appeals
For The Third Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED
INTRODUCTION

On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) was signed into law that directed the Consumer Financial Protection Bureau (CFPB) to combine and amend mortgage disclosure forms and rules under the Truth in Lending Act (TILA) and Regulation Z, and the Real Estate Settlement Procedures Act (RESPA) and Regulation X into two new federal forms under TILA and Regulation Z: the H24(A) Mortgage Loan Transaction Loan Estimate 12 CFR § 1026.37, and the H25(A) Mortgage Loan Transaction Closing Disclosure 12 CFR § 1026.38. These two federal forms were mandated for all applications received on or after October 3, 2015.

QUESTIONS

1. Whether the Third Circuit's Judgment entered on October 16, 2023 incorrectly affirmed the Jury Verdict and the District Court Judgment entered on April 7, 2023.

2. Whether the Jury Verdict and the District Court's Judgment entered on April 7, 2023 incorrectly applied the law when granting Acre Mortgage & Financial Inc., favor and against the Petitioner under TILA and Regulation Z, and RESPA and Regulation X that became old, outdated, and obsolete as of October 3, 2015.

QUESTIONS PRESENTED – Continued

3. Whether the District Court incorrectly applied the law when granting favor to Classic Quality Homes and against the Petitioner under the Pennsylvania Unfair Trade Practices and Consumer Practice Law.

4. Whether Acre and Classic were mandated to comply with the TILA-RESPA Integrated Disclosure (TRID) rule to create a valid and enforceable mortgage loan application on or after October 3, 2015.

5. Whether the Court of Common Pleas of Monroe County 43rd Judicial District Commonwealth of Pennsylvania incorrectly affirmed the District Court's Judgment entered on April 7, 2023 when granting SERVBANK's Motion for Summary Judgment and against the Petitioner entered on December 7, 2023.

LIST OF ALL PARTIES TO THE PROCEEDING IN THE COURT

Petitioner Brigitte Nelson was the Plaintiff in the District Court proceedings and the Appellant in the Court of Appeals proceedings. Respondents Acre Mortgage & Financial Inc., and Classic Quality Homes were the Defendants in the District Court Proceedings and the Appellees in the Court of Appeals proceedings.

RELATED CASES

SERVBANK vs. Brigitte Nelson, Civil Case No. 000-556-cv-2017, The Court of Common Pleas of Monroe County 43rd Judicial District, Commonwealth of Pennsylvania. Judgment entered December 7, 2023.

Brigitte Nelson vs. Acre Mortgage & Financial Inc., and Classic Quality Homes, Civil Case No. 005641-cv-2020, The Court of Common Pleas of Monroe County, 43rd Judicial District, Commonwealth of Pennsylvania, Order to Stay Proceeding, date entered May 16, 2022. Order Lifted Stay and Dismissed Case, date entered June 13, 2022.

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Brigitte Nelson Petitions for a Writ of Certiorari to review the Judgment of the United States Court of Appeals for the Third Circuit in this case.

OPINIONS BELOW

The Third Circuit Opinion entered on October 16, 2023, and reproduced at App. 1.

The District Court and Jury Verdict's Judgment entered April 7, 2023, and reproduced at App. 8.

The Third Circuit Opinion entered on January 12, 2022, and reproduced at App. 15.

The District Court Order entered on October 20, 2020, and reproduced at App. 31.

The District Court Memorandum entered on September 25, 2020, and reproduced at App. 33.

The District Court Order, and Judgment in a Civil Action entered on September 25, 2020, and reproduced at App. 58.

Department of Veterans Affairs Letter entered on June 17, 2016, and reproduced at App. 62.

In the Court of Common Pleas of Monroe County, 43rd Judicial District, Commonwealth of Pennsylvania's Order entered June 13, 2022, and reproduced at App. 66.

In the Court of Common Pleas of Monroe County, 43rd Judicial District, Commonwealth of Pennsylvania's Order entered December 7, 2023, and reproduced at App. 70.

JURISDICTION

The Court of Appeals entered Judgment on October 16, 2023. Appendix 1-7. This Court has jurisdiction under 28 U.S.C. § 1291.

STATUTES AND CONSTITUTIONAL PROVISIONS INVOLVED

Public Law 111 – 203 – Dodd-Frank Wall Street Reform and Consumer Protection Act, Date Approved July 21, 2010, Bill Number H.R. 4173 – An act to promote the financial stability of the United States by improving accountability and transparency in the financial system, to end "too big to fail", to protect the American taxpayer by ending bailouts, to protect consumers from abusive financial services practices, and for other purposes.

INTRODUCTION AND STATEMENT OF THE CASE

The United States Court of Appeals for the Third Circuit's (Third Circuit) affirmation of the United

States District Court for the Middle District of Pennsylvania's (District Court) Judgment and Jury Verdict in favor of the Respondents and against the Petitioner, and the Court of Common Pleas of Monroe County 43rd Judicial District Commonwealth of Pennsylvania's (43rd Judicial District) affirmation of the District Court's Judgment led to granting favor for the Plaintiff SERVBANK's Motion for Summary Judgment and against the Defendant Brigitte Nelson in Civil Case No. 000556-cv-2017, are legal errors that require prompt and definitive resolution by the Supreme Court of the United States. The Petitioner significantly disclosed to these Courts in genuine material supporting evidence over the course of seven years of Civil Litigation the Federal Laws that were passed by Congress in the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), and the Consumer Financial Protection Bureau (CFPB) that amended mortgage disclosures under the Truth in Lending Act (TILA) and Regulation Z, and the Real Estate Settlement Procedures Act (RESPA) and Regulation X into two new federal forms under the TILA-RESPA Integrated Disclosure (TRID) rule and Regulation Z, also known as "Know Before You Owe" Mortgage: the Loan Estimate and Closing Disclosure that were required for all mortgage loan applications received on or after October 3, 2015. The Petitioner significantly disclosed that Acre Mortgage & Financial Inc. (Acre), and Classic Quality Homes (Classic) failed to comply to the TRID Rule to create a valid and enforceable mortgage loan application for the Petitioner's property sale that had taken place on November 9, 2015 located at 124

Milestone Drive, East Stroudsburg, PA 18302. The Petitioner calls for the Supreme Court's supervisory authority to hear this case for very special and important reasons. After the Petitioner served thirty-two years of Total Military Service in the United States Army, and retired at 100% Total, Permanent, and unemployable disabled Veteran, the Petitioner look to Acre and Classic for its' dream home in order to care for disabilities, instead the issues presented in this case involves a significant and substantial awareness that upon the Petitioner's property sale, the Petitioner, as a disabled Veteran, was defrauded and victimized in Acre, Classic's predatory lending, deceptive, unfair, abusive, and acts and practices. Acre, Classic took advantage of a disabled Veteran and qualified the Petitioner for a mortgage loan which it knew the Petitioner was not qualified for and could not repay. The Department of Veterans Affairs addressed Acre and Classic in a letter on this matter attached at Appendix 62-65.

It appears that these Courts have departed from accepted judicial review, practices, and disregard of the Federal Law. Instead of these Courts implementing these federal laws in its' Judgments and Opinions to reverse the District Court's Judgment and to determine that the District Court incorrectly applied the law, the Petitioner was handed a crushing defeat by these three Courts. There is also a current Conflict of Interest: At the conclusion of the trial in the District Court from April 3, 2023 to April 6, 2023, Classic's attorney informed the counsels that represented the Petitioner for the Petitioner to sale the house and move

on, but according to the 43rd Judicial District's Judgment in favor of SERVBANK's Motion for Summary Judgment, will allow SERVBANK to proceed in a wrongful foreclosure sale without a legally binding mortgage loan application, Deed, Title, and Lien to the property.

On July 21, 2010, the Dodd-Frank Act was signed into law[1] that directed the CFPB to combine and amend mortgage disclosures rules and forms that existed for over 30 years[2] – the Good Faith Estimate, the HUD-1 Settlement Statement, and the Early and Final Truth in Lending (TIL) Disclosure Statements that mortgage lenders provided to consumers applying for closed-end residential mortgages under TILA and Regulation Z, and under RESPA and Regulation X. Regulation Z that implemented TILA required mortgage lenders to provide Early and Final TIL Disclosure Statements. Separately, Regulation X that implemented RESPA required mortgage lenders to provide the Good Faith Estimate soon after application and required settlement agents to provide the HUD-1

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[1] Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, § 929-Z, 124 Stat. 1376, 1871 (2010). The New Law required the CFPB to combine the Truth in Lending and Real Estate Procedures Act disclosures to promote the financial stability of the United States by improving accountability and transparency in the financial system, to end "too big to fail" to protect the American taxpayer by ending bailouts, to protect consumers from abusive financial services practices, and for other purposes. H. R. 4173.

[2] Dodd-Frank Act sections 1098 & 1100A, codified at 12 U.S.C. 2603(a) & 15 U.S.C. 1604(b), respectively.

Settlement Statement at closing concerning settlement cost: Federal Reserve Bank: Early Observations on the TILA-RESPA Integrated Disclosure Rule – Consumer Financial Outlook First Issue 2019.

As a result, on December 31, 2010, the CFPB issued a "Final Rule" – the 2013 Integrated Mortgage Disclosure Rule that amended TILA and Regulation Z, and RESPA and Regulation X to establish new disclosure requirements and forms into two new federal forms: the Loan Estimate and Closing Disclosure under TILA and Regulation Z for most closed-end consumer credit transactions secured by real property.[3] Within ten months of the CFPB's "Final Rule" beginning December 31, 2010, the CFPB worked collectively with mortgage lenders, creditors, compliance officers, software companies, and other groups to prepare for the implementation of the rule.[4] The Good Faith Estimate that was designed by the Department of Housing and Urban Development (HUD) under RESPA and the Early TIL Disclosure that was designed by the Board of Governors of the Federal Reserve System (the Board) under TILA were combined and replaced into the H24(A) Mortgage Loan Transaction Loan Estimate 12 CFR § 1026.37. The HUD-1 Settlement Statement

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[3] Integrated Mortgage Disclosures Under the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z), 78 FR 79730 (Dec 31, 2013). CFPB published amendments to the Final Rule, 80 FR 8767 (Feb 19, 2015).

[4] Consumer Financial Protection Bureau's Timeline and the "New Law:" Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, § 929-Z, 124 Stat. 1376, 1871 (2010).

that was designed by HUD and the Final TIL Disclosure Statement that was designed by (the Board) under TILA were combined and replaced into the H25(A) Mortgage Loan Transaction Closing Disclosure 12 CFR § 1026.38. Mortgage lenders were required to comply starting August 1, 2015 with a Final Rule issued by the CFPB to establish new disclosure requirements and forms for most closed-end consumer mortgages.[5] The HUD-1 Settlement Statement remains an effective disclosure only on reverse mortgages, and not an FHA / VA residential home mortgage.[6]

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[5] In November 2013, pursuant to sections 1098 and 1100A of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), the Bureau issued the Integrated Mortgage Disclosures under the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) (2013 TILA RESPA Final Rule), combining certain disclosures that consumers receive in connection with applying for and closing on a mortgage loan into two new forms: The Loan Estimate and Closing Disclosure, 78 FR 79730 (Dec 31, 2013). The Bureau has since finalized amendments to the 2013 TILA RESPA Final Rule, including in January and July of 2015 and in July of 2017. See 80 FR 8767 (Feb 19, 2015) (January 2015 Amendments); 80 FR 43911 (July 24, 2015) (July 2015 Amendments); 82 FR 37656 (Aug 11, 2017) (July 2017 Amendments). The 2013 TILA RESPA Final Rule and Subsequent amendments to that rule are referred to collectively herein as the TILA-RESPA Rule.

[6] If you applied for a mortgage after October 3, 2015, for most kinds of mortgage loans you receive a form called the Closing Disclosure instead of a HUD-1. Note: You won't receive a Closing Disclosure if you're applying for a reverse mortgage. For those loans, you will receive two forms-a HUD-1 Settlement Statement and a final Truth in Lending Disclosure – instead of the Closing Disclosure.

The 2013 Integrated Mortgage Disclosure Final Rule required the mortgage industry to provide the H24(A) Loan Estimate within three business days of the receipt of the consumer's loan application, and were required to provide the H25(A) Closing Disclosure within three business days of the consummation of the loan for all applications received on or after August 1, 2015: Federal Register FR 80225 (December 31, 2015; National Credit Union Administration Regulatory Alert Letter No. 15-RA-03 March 2015.[7] In Dodd-Frank Act Sections 1032(f), 1098, and 1100A, Congress directed the CFPB to combine certain mortgage loan disclosures under TILA and RESPA.[8] The CFPB issued proposed integrated disclosure forms and rules for comment on July 9, 2012 (2012 TILA-RESPA Proposal) and issued the 2013 TILA-RESPA Final Rule on November 20, 2013.[9] The CFPB has provided resources to support the implementation of the TILA-RESPA Rule. Federal Register Vol. 83, No 85, May 2, 2018.[10]

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[7] This Regulatory Alert is intended to provide general information about the Final Rule, but only the Final Rule and its Official Interpretation can provide complete and definitive information regarding its requirements. Unless specified otherwise, citations provided reflect Regulation Z and Regulation X, as amended effective August 1, 2015.

[8] Public Law 111-203, 124 Stat. 1376, 2007, 2103-04, 2017-09 (2010).

[9] 77 FR 51116 (August 23, 2012).

[10] The Bureau's implementation resources can be found on the Bureau's website at www.consumerfinance.gov/regulatory-implementation/tila-respa. An official website of the United States government.

During the Petitioner's application process, the Know Before You Owe (KBYO) Mortgage Disclosure Rules came into effect on October 3, 2015. Acre and Classic were required to comply to transactions subject to 12 CFR § 1026.19(e), (f), or (g), for an application that consists of the submission of the consumer's name, the consumer's income, the consumer's social security number to obtain a credit report, the property address, an estimate of the value of the property, and the mortgage loan amount sought. A Loan Estimate that must be delivered or placed in the mail no later than the third business day after receiving a consumer's loan application.[11] For loans that require a Loan Estimate and proceed to closing, mortgage lenders must provide a Closing Disclosure. 12 CFR §§ 1026.19(f) and 1026.38. A Closing Disclosure must be provided to the consumer at least three business days before the loan closing date.[12] The new TRID disclosure forms must be provided by the mortgage industry who receive a mortgage loan application from a consumer on or after October 3, 2015.[13]

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[11] 12 CFR § 1026.2: Definition and Rules of Construction. Application defined in Regulation Z 12 CFR § 1026.2(a)(3)(i): The submission of a consumer's financial information for the purposes of obtaining an extension of credit.

[12] The provisions of § 1026.38(e)(2)(iii)(A) and (e)(4)(iii)(A) each require a statement that the consumer should see certain details of the closing costs disclosed under § 1026.38(f), (g), or (t).

[13] Main TRID provisions and official interpretations can be found in Regulation Z 12 CFR § 1026.19(e), (f), and (g), Procedural and timing requirements, 12 CFR § 1026.37 – Content of the Loan Estimate; 12 CFR § 1026.38 – Content of the Closing Disclosure: Interactive Bureau Regulations.

ARGUMENT

THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA (DISTRICT COURT) AND THE JURY VERDICT INCORRECTLY APPLIED THE LAW

The Petitioner's Complaint emerged from Acre and Classic's deceptive, unfair, abusive trade practices, predatory lending scheme, Acre's Mortgage Servicing Transfer to SERVBANK, violations of the Pennsylvania's Unfair Trade Practices and Consumer Protection Laws, including Acre and Classic's noncompliance to the TRID rule that was required for the Petitioner's mortgage loan transactions under the KBYO mortgage disclosures rules under TILA and Regulation Z for the mortgage loan application that was created by Classic on October 10, 2015, and the mortgage loan application that was created by Acre on October 13, 2015. The Petitioner raised these claims against Acre and Classic from the outset of this case in the Petitioner's Complaint, the First Amended Complaint, from the moment the Petitioner proceeded Pro Se Litigant in the Opposition to Acre's Motion for Summary Judgment, on Appeal in Case No. 20-3126, and on Appeal in Case No. 23-1860, but over the course of seven years of Civil Litigation, the Petitioner was denied of its' legitimate claims.

The Jury Verdict incorrectly applied the law when granting favor to Acre under the Truth in Lending Act (TILA) and Regulation Z, and under the Real Estate Settlement Procedures Act (RESPA) and Regulation X.

At the time the Petitioner applied for a mortgage with Acre and Classic, TILA and Regulation Z and RESPA and Regulation X were no longer in effect, and repealed by Congress in the Dodd-Frank Act and the CFPB into the 2013 Integrated Mortgage Disclosure Rule effective August 1, 2015, and was no longer in effect for eight years prior to trial from April 3, 2023 through April 6, 2023. The Jury Verdict awarded the Petitioner Forty Thousand Dollars ($40,000.00) on Classic's Breach of Contract. Classic failed to render the award to the Petitioner. In review of the Jury Verdict Slip, all the questions presented to the jury on the Jury Verdict Slip, were based on old, outdated, and obsolete mortgage disclosure rules and forms under TILA and Regulation Z, and under RESPA and Regulation X.

The Middle District affirmed the Jury Verdict's Judgment, and the Middle District granted Classic favor and against the Petitioner under the Pennsylvania's Unfair Trade Practices and Consumer Protection Law (UTPCPL) 73 P.S. §§201-1 – 201-9.2 was an unfair and a partial decision especially when Classic violated Pennsylvania's UTPCPL for the mortgage loan transactions, including failure to utilize required mortgage loan disclosures, improperly collected $2000.00 thousand dollars from the Petitioner not required under the Department of Veterans Affairs, backdated applications, failure to have a home inspection, failure to comply to the Seller's Disclosure Law about the material defects about the property, created a Deed fraud for themselves and created a Deed fraud provided to the Petitioner. Classic claimed on July 8, 2015 purchased

the foreclosed property from the Federal National Mortgage Association (Fannie Mae), but according to Fannie Mae, the foreclosed property is not a Fannie Mae property. Fannie Mae further claimed does not have any property in Monroe County, PA. The last page of the DEED also shows deception and fraud when Classic notarized the Deed on behalf of the Petitioner without the Petitioner's knowledge and awareness. Additionally, on Classic's Deed dated June 9, 2015 also shows that Classic was "prohibited from conveying captioned property for a sales price of greater than $177,600.00 for a period of 3 months," but when Classic backdated its' sales agreement for the foreclosed property from October 13, 2015 to August 7, 2015, and then, sold the property to the Petitioner for greater than $177,600.00 within a period of one month from July 8, 2015, but then modified the foreclosed property application and sold the foreclosed property to the Petitioner for $280,000.00 on November 9, 2015. Classic also made promises to renovate, repair, and the make the foreclosed property brand new, but never returned leaving the home uninhabitable. Classic took some of the old amenities and painted them to make them appear brand new, and thereby, for all the above reasons, Classic violated Pennsylvania's Unfair Trade Practices and Consumer Protection Law (UTPCPL) 73 P.S. §§201-1 – 201-9.2. The Third Circuit and the 43rd Judicial District incorrectly affirmed the District Court's Judgment under TILA and Regulation Z, and RESPA and Regulation X that calls for review from the Supreme Court of the United States.

Acre and Classic worked in collaboration on the Petitioner's mortgage loan applications for the new construction property, as well as for the foreclosed property. Therefore, Acre and Classic are both liable for violations under the TRID rule, including violations under Pennsylvania's UTPCPL. The Petitioner moves to explain why the Respondent's views are wrong, and why this Court should not adopt the Respondent's expected argument. The Respondents do not provide a proper basis for granting relief. The Petitioner submitted evidentiary supporting documentation of genuine material facts of a finding that Acre and Classis failed to follow the law for both the new construction property as well as for the foreclosed property that should have raised attention in these Courts to the invalidity and unenforceability that these mortgage loan applications were never legally binding from the moment these applications were created. Due to these violations, and noncompliance to the law, Acre and Classic should have not been granted favor as prevailing parties in this case for the following reasons:

CLASSIC FAILED TO FOLLOW THE LAW

CLASSIC'S AGREEMENT FOR THE SALE OF NEW CONSTRUCTION APPLICATION LOCATED AT 309 RUSSIAN OLIVE WAY, EAST STROUDSBURG, PA 18302, DATED JULY 3, 2015:

On July 3, 2015, the Petitioner applied for a mortgage with Classic for a new construction property located at 309 Russian Olive Way, East Stroudsburg, PA

18302 with the Navy Federal Credit Union (NFCU) as the mortgage lender and Classic as the builder and seller. On July 3, 2015, the four mortgage disclosures rules and forms that existed for over 30 years under TILA and Regulation Z, and under RESPA and Regulation X – the Good Faith Estimate, the HUD-1 Settlement Statement, and the Early and Final Disclosure Statements were still in effect.[14] Classic and the NFCU created a pre-approval application for the new construction property without the required mortgage disclosures rules and forms under TILA and Regulation Z, and under RESPA and Regulation X, that would deem that the applications created for the new construction property is invalid, unenforceable, and never legally binding. Classic was not an authorized mortgage lender and should have not completed the Agreement for the Sale of New Construction Application prior to the mortgage lender without the required mortgage loan disclosures that were only required for the mortgage lender to provide.

The Petitioner became dissatisfied with NFCU customer service due NFCU's ongoing communication, and made decisions with Classic that kept the Petitioner in the dark. Classic then led the Petitioner to Acre in order to complete the mortgage loan application for the new construction property at 309 Russian Olive Way, East Stroudsburg, PA 18302.

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[14] Creditors continue to use the initial and final Truth in Lending, the Good Faith Estimate and the HUD-1 Settlement Statement for transactions not subject to TRID, such as Home Equity Line of Credit (HELOCs).

ACRE FAILED TO FOLLOW THE LAW

ACRE'S MORTGAGE LOAN APPLICATION FOR THE NEW CONSTRUCTION PROPERTY DATED SEPTEMBER 24, 2015:

On August 26, 2015, Classic forwarded the Petitioner's application data from Classic's files and computer system via email to Acre's files, email and computer system in order to complete the mortgage loan application for the New Construction property that already included the price of the home, the price of total options, extras, alterations, and a payment for the payment terms for signing the agreement. As a result, on August 28, 2015, Acre sent an email to the Petitioner with a completed five-page Uniform Residential Loan Application Freddie Mac Form 65 that included the Petitioner's personal identifiers, Social Security Number, date of birth, and income. Additionally, on September 18, 2015, Acre sent an email to the Petitioner requesting, Social Security Card, Driver's License, Pay Stubs, Tax Returns, Social Security Awards Letter, Bank Statements, and if the Bank Statements show deposits of over $500.00 dollars, the Petitioner must show where the deposits came from, and if the deposit was a check, Acre requested that the Petitioner provide a copy of the check, but Acre already had the Petitioner's personal identifiers from the August 28, 2015 email. These transactions that Acre and Classic performed as mentioned above, Acre and Classic transferred the Petitioner's personal data when the Petitioner had not yet communicated or met with Acre in person until September 24, 2015. The CFPB does

not prohibit creditors from voluntarily collecting whatever additional information it deems necessary in connection with the request for the extension of credit,[15] but Acre never created a Loan Estimate. On September 24, 2015, Acre was required under the 2013 Integrated Mortgage Disclosure Final Rule under TILA and Regulation Z for transactions subject to 12 CFR § 1026.19(e), (f), or (g) for an application that consists of the submission of the consumer's name, the consumer's income, the consumer's social security number to obtain a credit report, the property address, an estimate of the value of the property, and the mortgage loan amount sought to trigger the H24(A) Form Loan Estimate within three business days of the receipt of the consumer's loan application, and was required to provide the H-25(A) Form Closing Disclosure within three business days of consummation of the loan for all applications received on or after August 1, 2015.[16] Acre failed to comply with transactions subject to 12 CFR § 1026.19(e), (f), or (g) to create a valid and enforceable

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[15] A creditor or other person can request, collect, and review documentation or additional information voluntarily provided by the consumer prior to providing a Loan Estimate. However, the TILA-RESPA Rule prohibits a creditor from requiring a consumer to submit documents verifying information related to the consumer's application, such as income and asset information, before providing a Loan Estimate. 12 CFR § 1026.19(2)(a)(3)-(1). Part 6.11.

[16] The obligation to provide the Loan Estimate is only triggered upon submission of the six pieces of information for purposes of obtaining credit, and the information is not deemed submitted simply because it exists on a creditor's system or in its file. 12 CFR § 1026.2(a)(3).

mortgage loan application for the new construction property.

Instead, on September 24, 2015, Acre created a 56-page Freddie Mac Form 65 Uniform Residential Loan Application that included only two (2) out of the four (4) mortgage disclosure rules and forms under TILA and Regulation Z, and under RESPA and Regulation X – a Good Faith Estimate, and a Truth-in-Lending Disclosure Statement that were no longer in effect, and repealed by Congress in the Dodd-Frank Act and the CFPB into the 2013 Integrated Mortgage Disclosure Rule effective August 1, 2015, and was no longer in effect for eight years prior to trial from April 3, 2023 through April 6, 2023. Therefore, if the 2013 Integrated Mortgage Disclosure Rule had never become effective on August 1, 2015, and TILA and Regulation Z, and RESPA and Regulation X were still in effect on September 24, 2015, Acre's mortgage loan application for the New Construction property would have still been incomplete, invalid and unenforceable without the entire four mortgage disclosures rules and forms. Classic maintained the same Agreement for the Sale of New Construction Application that was created on July 3, 2015 between Classic and the NFCU, and attached it to Acre's 56-page Freddie Mac Form 65 Uniform Residential Loan Application that was created on September 24, 2015. Therefore, Acre and Classic violated TRID rule and failed to create a valid and enforceable mortgage loan application for the new construction property on September 24, 2015. The dates on the timeline of events as mentioned above, between July 3,

2015 through September 24, 2015 clearly demonstrates mortgage transactions for the new construction property pre-October 3rd 2015.

Classic informed the Petitioner that the new construction property would have been move-in-ready in December 2015. Meanwhile, Classic contacted the Petitioner to meet on October 10, 2015 to show the Petitioner other properties. The property was a foreclosed property located at 124 Milestone Drive, East Stroudsburg, PA 18302 which is the property that is the essence of the Petitioner's Complaint in this case.

ACRE AND CLASSIC FAILED TO FOLLOW THE LAW

CLASSIC'S APPLICATION FOR THE FORECLOSED PROPERTY DATED OCTOBER 10, 2015, AND ACRE'S APPLICATION FOR THE FORECLOSED PROPERTY DATED OCTOBER 13, 2015

124 MILESTONE DRIVE, EAST STROUDSBURG, PA 18302

On July 8, 2015, Classic purchased the foreclosed property located at 124 Milestone Drive for One Hundred Forty-Eight Thousand Dollars ($148,000.00) looking quickly to flip the foreclosed home. Classic realized that the property came with a significant yearly tax bill which would have made the foreclosed property difficult to sale. In addition, Classic knew that the foreclosed home was distressed and required substantial work to rehabilitate. On or about September 26, 2015,

Classic was faced with a $14,538.98 property tax bill on the Milestone Drive Home facing the prospect of paying high property taxes and no likely buyers. After Acre was in place, Acre and Classic aided and abetted in a scheme to dump the foreclosed property on the Petitioner, and sold the foreclosed property to the Petitioner for Two Hundred Eighty Thousand Dollars ($280,000.00) on November 9, 2015 and assumed that since the Petitioner was a disabled Veteran, the Petitioner would have been exempted from the property taxes. The Department of Veterans Affairs addressed Acre and Classic on a letter about this matter.

Acre and Classic aided abetted and used fraud in the inducement to convince the Petitioner to purchase the foreclosed property when made unauthorized decisions to convince the Petitioner would be exempted from the property taxes if purchase the foreclosed property, but will not be exempted from property taxes if Classic would build the new construction home. Acre and Classic failed to lead the Petitioner in the right direction to consult with the only authorized State Department of Military and Veterans Affairs on the property tax exemption policy. When Acre failed to provide the H24(A) Mortgage Loan Transaction Loan Estimate, Acre failed to properly disclose the estimated Property Taxes, Homeowner's Association Insurance (HOA) fees, and other assessments, including the H25(A) Mortgage Loan Transaction Closing Disclosure that also required Acre to disclose the same estimated taxes as indicated on the Loan Estimate. Acre's failure to properly disclose the Petitioner's ability to pay the

mortgage, caused the Petitioner to be faced with $3000 to $4000 monthly property tax bill, a payment higher than the mortgage, from the beginning of the school year from August through December of each year. The Department of Veterans Affairs addressed Acre and Classic on this matter and informed the Respondents that the Petitioner was not responsible for the property taxes due to Acre's failure to include the estimated Principal, Interest, Taxes, and Insurance (PITI), and that if Acre would have followed the law, the Petitioner would have not qualified for the mortgage under the VA Home Loan Certificate of Eligibility.

Due to Acre and Classic's negligent and fraudulent misrepresentation, the HOA also pursued a collections action against the Petitioner that damaged the Petitioner's credit report and reputation. The Middle Smithfield Township also pursued collections actions against the Petitioner when the Petitioner was not aware had to pay sewer fees since it was not an estimated item on the Loan Estimate that also damaged the Petitioner's credit report and reputation. Classic also provided the Petitioner's name, social security number, and date of birth to Suburban Propane (Suburban) that led Suburban to make an unauthorized credit check that also damaged the Petitioner's credit report and reputation. Acre and Classic also made promises to renovate and repair the foreclosed property with same new amenities that would have been provided for the new construction home. Acre and Classic never returned, left the property uninhabitable, and not only breached contract, but Acre and

Classic also violated Pennsylvania's Unfair Trade Practices and Consumer Protection Law, and other state and federal violations. Classic used paint to cover old amenities in an attempt to make it look brand new: Pennsylvania's UTPCPL P.S. § 201-2(4).

However, by the time Classic created the Agreement for the Sale of New Construction application for the foreclosed property on October 10, 2015, and Acre created the mortgage loan application for the foreclosed property on October 13, 2015, the KBYO Mortgage Disclosures and Rules were in effect for all applications received on or after October 3, 2015. On June 24, 2015, the CFPB proposed a Two-Month Extension of Know Before You Owe Mortgage Rule from August 1, 2015 to October 3, 2015. Additionally, on July 21, 2015, the CFPB finalized the Two-Month Extension of the Know Before You Owe Mortgage disclosure rule from August 1, 2015 to October 3, 2015. On October 3, 2015, the four mortgage disclosures rules and forms that existed for over 30 years under TILA and Regulation Z, and under RESPA and Regulation X were no longer in effect.[17]

On October 10, 2015, Classic transferred the same Agreement for the Sales of New Construction Application that was created between Classic and NFCU for the new construction property on July 3, 2015 onto the foreclosed property application. On October 13,

[17] Creditors continue to use the initial and final Truth in Lending, the Good Faith Estimate and the HUD-1 Settlement Statement for transactions not subject to TRID, such as Home Equity Line of Credit (HELOCs).

2015, Acre transferred the same 56-page Freddie Mac Form 65 Uniform Residential Loan Application that was created for the new construction property on September 24, 2015 onto the foreclosed property application that included the pre-October 3rd mortgage disclosures forms and rules under TILA and Regulation Z, and under RESPA and Regulation X that were no longer in effect as of October 3, 2015.

ACRE AND CLASSIC BACKDATED MORTGAGE LOAN APPLICATIONS FOR THE FORECLOSED PROPERTY

Although, the Mortgage Loan Applications that Acre and Classic created for the foreclosed property were not in compliance with all transactions subject to 12 CFR § 1026.19(e), (f), or (g) to create a true application to trigger the Loan Estimate and Closing Disclosure, Acre and Classic intentionally and deliberately aided and abetted to backdate the applications in order to evade the TRID rule for all applications received on or after October 3, 2015. Classic altered the date from July 3, 2015 to October 10, 2015, and then backdated the application from October 14, 2015 to August 7, 2015. On August 7, 2015, the Mortgage Loan Application for the new construction property was still in progress. Also, on August 7, 2015, the Petitioner paid Classic $2000.00 thousand dollars down payment for the New Construction property, but on October 10, 2015, Classic transferred the $2000.00 dollars down payment that was paid for the Agreement for the Sale of New Construction property onto the foreclosed

property application. Classic then claimed that the backdated application from October 14, 2015 to August 7, 2015, was the Agreement for the sale for the foreclosed property, but if that was true, Classic was prohibited from conveying captioned property for a sales price of greater than $177,600.00 for a period of 3 months, but when Classic backdated its' sales agreement for the foreclosed property from October 13, 2015 to August 7, 2015, and then, sold the property to the Petitioner for greater than $177,600.00 within a period of one month from July 8, 2015, but then modified the foreclosed property application and sold the foreclosed property to the Petitioner for $280,000.00 on November 9, 2015. Classic was also prohibited from collecting fees for a down payment since VA Home Loan Certificate of Eligibility requires zero down payment. Likewise, Acre backdated the mortgage loan application from October 13, 2015 to September 24, 2015. Acre also claimed that the backdated application applied to the foreclosed property application, but this would have been impossible since the mortgage loan applications for the new construction property was still in progress on September 24, 2015.

Additionally, this also created a problematic situation since Acre and Classic did not introduce the Petitioner to the foreclosed property until October 10, 2015. Additionally, the Petitioner had no prior knowledge of the foreclosed property until October 10, 2015 and had planned to relocate to the New Construction property in December 2015.

For the foreclosed property, Acre and Classic were required to comply under TRID and Regulation Z for transactions subject to 12 CFR § 1026.19(e), (f), or (g) to obtain the Petitioner's six pieces of information for a valid application, to provide the H24(A) Form Loan Estimate within three business days of the receipt of the consumer's loan application, and was required to provide the H-25(A) Form Closing Disclosure within three business days of consummation of the loan for all applications received on or after October 3, 2015. Instead, Acre and Classic transferred mortgage loan applications from the New Construction property to use for the mortgage loan applications for the foreclosed property. 12 CFR § 1026.2(a)(3) points directly to identifying that Acre and Classic failed to comply to transactions subject to 12 CFR § 1026.19(e), (f), or (g) to create a true and valid, enforceable, mortgage loan application for the foreclosed property under TILA and Regulation Z.[18] Therefore, Acre and Classic failed to follow the law, and was prohibited from using personal data channels to transfer account information in order create a mortgage loan application for the foreclosed property, and this failure validates that the Petitioner has met its' burden pursuant to TILA RESPA Integrated Disclosure (TRID) rule under TILA and Regulation Z that there is not an existing mortgage loan

[18] The obligation to provide the Loan Estimate is only triggered upon submission of the six pieces of information for purposes of obtaining credit, and the information is not deemed submitted simply because it exits in a creditor's system or in its file. 12 CFR § 1026.2(a)(3).

application for the foreclosed property sale on November 9, 2015.

The modifications that Acre and Classic created for the Mortgage Loan Applications, placed the Petitioner under duress with or without the Petitioner's knowledge. Besides the threat of physical or economic force, there are other situations that are considered duress and grounds for rendering a signed contract unenforceable which include misrepresentation, nondisclosure, unconscionability, and mistakes. Each element of the Petitioner's fraud claims must be proven by clear and convincing evidence. Pittsburgh Live, Inc. v. Servov, 419 Pa. Super. 423, 615 A.2d 438 (1992). The reckless assertion of a fact in conscious ignorance of its truth or falsity amounts to actionable fraud. Rodgers v. Prudential Insurance Co. of America, 803 F. Supp. 1025 (M.D. Pa. 1992), aff'd 998 F.2d 1004 (3d Cir. 1993); In re Berringer, 125 B.R. 444 (W.D. Pa. 1991); Cashdollar v. Mercy Hospital of Pittsburgh, 406 Pa. Super. 606, 595 A.2d 70 (1991); Adams v. Euliano, 299 Pa. Super. 348, 445 A.2d 788 (1982). Negligent Misrepresentation (1) One who, in the course of his business, profession or employment, or in any other transaction in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information. (2) [Such liability] is limited to loss suffered (a) by the person or one of a limited group of persons for

whose benefit and guidance he intends to supply the information or knows that the recipient intends to supply it; and (b) through reliance upon it in a transaction that he intends the information to influence or knows that the recipient so intends or in a substantially similar transaction. Restatement (Second) of Torts S 552 (1977); Mill-Mar, Inc. v. Statham, 278 Pa. Super. 296, 420 A.2d 548 (1980) (adopting this definition); Rempel v. Nationwide Life Insurance Co., 471 Pa. 404, 370 A.2d 366 (1977) (adopting similar definition found in the Restatement (First) of Torts); see also Woodward v. Dietrich, 378 Pa. Super. 111, 126 n.5, 548 A.2d 301 (1988).

ACRE'S MORTGAGE SERVICING TRANSFER TO SERVBANK

DATED SEPTEMBER 24, 2015:

Acre claimed was no longer affiliated with the mortgage due to Acre's Mortgage Servicing Transfer to SERVBANK, but Acre's failure to comply under TILA and Regulation Z for transactions subject to 12 CFR § 1026.19(e), (f), or (g) to obtain the Petitioner's six pieces of information for a valid application to trigger the Loan Estimate and the Closing Disclosure would deem that the Mortgage Servicing Transfer to SERVBANK is invalid and unenforceable, and therefore, Acre is still the creditor that holds the Mortgage due to a defective Mortgage Servicing Transfer. Additionally, Acre performed the Mortgage Servicing Transfer on September 24, 2015 while the mortgage

loan applications for the new construction applications were still in progress. There is no valid and enforceable Mortgage Servicing Transfer for the foreclosed property.

Acre performed a Mortgage Servicing Transfer to SERVBANK without a valid and enforceable mortgage loan application, and without a lien on the foreclosed property that should deem that the Mortgage Servicing Transfer and SERVBANK's mortgage foreclosure invalid and unenforceable. Acre and Classic also failed to file an Assignment of Mortgage in Monroe County Deeds Department upon closing on November 9, 2015. Instead, SERVBANK filed an Assignment of Mortgage in the State of Connecticut on January 6, 2017 a year and 3 months after closing on November 9, 2015 when the property is located in Monroe County, PA. Acre and Classic's failure to create a valid and enforceable mortgage loan application for the foreclosed property should also deem that the Deed and Title are also invalid and unenforceable.

Additionally, during the Mortgage Servicing Transfer to SERVBANK on September 24, 2015, Acre transferred Classic's paid property taxes that Classic paid on September 26, 2015 for the foreclosed property in the amount of $14,538.98 under the Petitioner's name and social security number while the new construction mortgage loan application was still in progress in order to deceive the Petitioner to refund Classic for their paid property taxes. Director Lisa Kaye from the Monroe County Department of Veterans Affairs addressed Classic in a letter on this matter.

Director Lisa Kaye testified on behalf of the Petitioner during the trial at the District Court on this matter. Therefore, when Acre and Classic failed to create a valid and enforceable mortgage loan application, the Mortgage Servicing Transfer is invalid. If the mortgage foreclosure sale stands in the 43rd Judicial District, the Petitioner would be forced to pay-off a mortgage that was never legally created or even exist.

RESPONDENT ACRE MORTGAGE & FINANCIAL INC., SHOULD NOT BE ENTITLED TO BILL OF COSTS

Respondent Acre Mortgage & Financial Inc. should not be entitled to the Bill of Costs in the total amount of $6,309.15 for the following reasons:

1. When Acre failed to comply with all transactions subject to 12 CFR § 1026.19(e), (f), or (g) to obtain the Petitioner's six pieces of information for a valid application to trigger the Loan Estimate and Closing Disclosure, Acre robbed the Petitioner of its' disability and pension income for the mortgage loan of $280,000.00, and eight months of mortgage payments in the amount of $10,364.76. Acre is attempting to rob the Petitioner again of its' disability and pension income in its' Bill of Costs. Acre, Classic, and SERVBANK demand that the Petitioner pay off a mortgage that was never legally created and does not exist.

2. Although, Acre failed to create a valid Loan Estimate and Closing Disclosure, Acre again robbed

the Petitioner when made an unauthorized credit check and collected fees from the Petitioner on an undisclosed Cashers Check in the amount of $1,886.74, and an undisclosed wire transfer in the of $1,872.74 on an old, outdated, and obsolete HUD-1 Settlement Statement Line 303. The VA addressed Acre and Classic to reimburse the Petitioner for charging the Transfer Taxes in the amount of $2,225.50. Acre and Classic failed to reimburse the Transfer Taxes.[19] Classic also owes the Petitioner for the unauthorized down payment in the total amount of $2000.00, and the Jury Verdict award of $40,000.00. Therefore, Acre owes the Petitioner in the total amount of $296,349.74, and other numerous out-of-pocket fees that the Petitioner paid without a Loan Estimate, such as, HOA fees, propane fees, and sewer fees, and fees to prepare the roof without a home inspection. Classic owes the Petitioner $42,000.00. Total amount $338,349.74 with interest from July 2015. The Petitioner also request restoration of its' credit report that Acre, Classic, and SERVBANK damaged due to their deception and fraud. The Petitioner also requests void of the foreclosure sale in the 43rd Judicial District. Also requests that all Civil

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[19] The CFPB Prohibits lenders from imposing fees on a consumer before the consumer has received the Loan Estimate and indicated an intent to proceed with the transaction (§ 1026.19(e)(2)(i)); and providing written estimates of terms or costs specific to consumers before they receive the Loan Estimate without a written statement informing the consumer that the terms and costs may change (§ 1026.19(e)(2)(ii)); and requiring the submission of documents verifying information related to the consumer's application before providing the Loan Estimate.

Litigation related to this case be totally removed from the Internet.

PETITIONER'S CLARIFICATION ON APPEAL IN CASE NO. 23-1860

The Petitioner's first impression of Classic's illegal acts on the Breach of Contract were the same illegal acts Classic performed under Pennsylvania's UTPCPL. As a result, this impression led to the Petitioner's interpretation that the Breach of Contract was under the same laws and principles of the UTPCL. Therefore, the Petitioner presumed that the District Court superseded the Jury Verdict's Breach of Contract when the District Court granted Classic favor under UTPCPL that led to Classic's failure to render the $40,000.00 award.

Third Circuit stated that the Petitioner implicated the Court Room Deputy and Marshall after Acre commented on this matter in its' Reply Brief. In the Petitioner's appeal, the Petitioner only asked a legitimate question since the attorneys that represented the Petitioner during trial informed the Petitioner that the reason for the security during jury deliberations was so that no one was allowed to enter the jury room during jury deliberations. When the Petitioner observed that the Court Room Deputy was in and out of the jury room during jury deliberation, the Petitioner only asked "who was allowed to enter the jury room during jury deliberation," and was the jury influenced or coerced," and should not be considered as implicating a

person as defined under Pennsylvania's Title 18 § 4906(a): False reports to law enforcement authorities, and falsely incriminating another c) a person who knowingly gives false information to any law enforcement with the intent to implicate another. The Petitioner is unsure of who would have been the Marshall or if the Marshall was the same as the Court Room Deputy.

The Petitioner also addressed the District Court's Docket No. 124 entered on September 28, 2022. This docket addressed Acre's Motion for Summary Judgment that was entered on October 25, 2019. The Petitioner entered its' Opposition to Acre's Motion for Summary Judgment on December 11, 2019. The District Court entered Judgment on September 25, 2020 two years prior to Docket 124. In review of Docket 124, it had appeared that the District Court decided its' Judgment under TILA and Regulation Z, and RESPA and Regulation X eight months prior to trial since Docket 124 was consistent with the Jury Verdict under TILA and Regulation Z, and RESPA and Regulation X. Regulations X and Z were repealed when the Dodd-Frank Act was signed into law on July 21, 2010. Thereby, the District Court and the Jury Verdict incorrectly applying the law. The Third Circuit affirmed the Middle District's Judgment. The 43rd Judicial District affirmed the Middle District's Judgment.

The Third Circuit comments in Footnote 3 is a misunderstanding since the Petitioner does not recall that Acre raised the request for the transcript in a brief. On May 24, 2023, Acre sent an email to the Petitioner

without acknowledging the Third Circuit on the email and requested FRAP 30(b)(1) designations and statement of issue and stated in the email that the Petitioner violated Rule 30. Concerned, the Petitioner contacted the Clerk of the Court, and stated that the Petitioner was not required to FRAP 30(b)(1) since the Petitioner is a Pro_Se Litigant and since the Petitioner decided to submit an Informal Brief. The Informal Brief did not require FRAP 30(b)(1). Acre submitted another email on June 5, 2023 and requested FRAP 30(b)(1) for the second time. On June 8, 2023 Acre sent another email to the Petitioner and added to the list of requests that included Trial Judgments, Trial Court Docket, Amended Complaint, Trial Transcript, Trial Exhibits (to the extent put into evidence at trial), and any Orders the Petitioner is appealing. Acre requested the transcript only once. Acre's requests were overreaching since Acre already had these items in their possession during trial. Acre requested to the Third Circuit to supplement their records, but was informed by the Third Circuit that they were unauthorized to use the Petitioner's appendix and or exhibits to supplement their appendix, but it appears that the Third Circuit reprimanded the Petitioner for not abiding to Acre's request.

It appears that the Third Circuit's Judgment and Opinion entered on October 16, 2023 were attacks against the Petitioner, and based its' Judgment on the Petitioner's claims of Acre's counsels unprofessional and provocative language in the courtroom during trial, and therefore the Petitioner's claims are

meritless without the transcript. The significant aspect of the Petitioner's appeal was grounded on the Petitioner's burden of Acre and Classic's violations of the TRID rule and Pennsylvania's UTPCPL, and would have not been addressed significantly on the transcript since Acre and Classic's interrogation towards the Petitioner during trial failed to address the Petitioner's claims on the TRID rule, and Pennsylvania's UTPCPL. Acre and Classic's lending questions demanded that the Petitioner provide yes or no answers, made false accusations and defamed the Petitioner's character during the trial that prevented the Petitioner to provide the full opportunity to address the TILA-RESPA Integrated Disclosure rule and UTPCPL claims against Acre and Classic. Therefore, the Third Circuit's Judgment and Opinion showed no Judgment or Opinion on the Petitioner's claims on Acre and Classic's violations on the TRID rule, and the UTPCPL except when the Third Circuit affirmed the District Court and Jury Verdict's Judgment.

REASON FOR GRANTING THE PETITION

NATIONAL AWARENESS

The Judgments and Opinions of the Third Circuit, the District Court, and the 43rd Judicial District appears to undermine the Federal Laws passed by Congress in the Dodd-Frank Act and the CFPB that were intended to serve the well-being of the people. These Federal Laws reveal an extensive, profound, and

continuing commitment to enacting consumer protection laws that is set up to promote and protect consumers from "unfair, deceptive acts or practices," including predatory lending. National Awareness could help bring stability to protect consumers from "unfair, deceptive acts or practices, including predatory lending," by enforcing that the TRID rule is the only legitimate authority to create a valid, enforceable, and legally binding mortgage loan application that would help to prevent predatory lending. Therefore, the entire mortgage industry in America should be in compliance with the TRID rule in order to prevent deception and fraud in the workplace. Compliance to the TRID rule would also help educate homebuyers on the TRID rule to prevent from being victimized in predatory lending. If national awareness fails, it would allow the mortgage industry to continue to defraud innocent homebuyers, evade TRID rule, and get away with it.

National Awareness would also bring greater emphasis on our state's elected officials in ensuring that the mortgage lenders in their districts are trained to comply with the TRID rule, and to also help train and educate prospective homebuyers on how to obtain a valid and enforceable mortgage loan contract through seminars and online training.[20] The CFPB also offers nationwide training on webinars. Consumers could learn more about the CFPB's education and training

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[20] Prohibiting unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce, giving the Attorney General and District Attorneys certain powers and duties and providing penalties.

by visiting www.consumerfinance.gov/tila-respa. Education and training of the TRID rule would also help to alert prospective homebuyers and decrease becoming a victim of a crime when homebuyers are educated that they should not sign or authorize a mortgage lender or creditor to process a mortgage loan application without the mortgage rules and forms of the TRID rule under TILA and Regulation Z. The Overview of the TILA-RESPA rule also provides useful information in order educate and train all consumer, and mortgage lenders by visiting www.consumerfinance.gov/tila-respa/Overview.

National awareness would also help to train, educate, and prepare Veterans, non-Veterans, young adults in our churches, and young adults graduating from High School and as they prepare for college. Young adults in churches as well as in college meet their soul mate, save their money and eager to marry and purchase a home. If young adults are not educated on the TRID rule, it can cause young adults to be susceptible, vulnerable, and unsophisticated to predatory lenders that can cause their whole life savings to be taken away from them. The Petitioner as a disabled Veteran, served thirty-two years of Total Military Duty, and received more than 20 years of civilian and military education and was still vulnerable and unsophisticated to the homebuying process, and was defrauded and victimized in a predatory mortgage lending scheme led by Acre, Classic, and SERVBANK. If prospective homebuyers are not trained and educated on the TRID rule, it can cause the same tremendous pain

and suffering, stress, anxiety, agony, emotional and mental anguish and distress, and increased physical pain that the Petitioner experienced over the seven years of Civil Litigation.

As long as the TRID rule remains the legitimate authority in this country to create valid and enforceable mortgage loan applications for generations to come, and we as parents, and grandparents must teach and educate our young children, and their children's generation so that they will have successful wealth management strategies to overcome being victimized by a predatory lender. Therefore, the Petitioner urges this Court to consider the laws passed by Congress in the Dodd-Frank Act created to protect consumers against predatory lenders and grant this petition to bring national awareness. All mortgage lenders nationwide, brokers, real estate agencies, banks, even those private companies that buy homes, must be held responsible and accountable to comply with the CFPB's TILA RESPA Integrated Disclosure rule. Congress, for its part, has enacted several laws to improve consumer protection. Congress enacted the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203. 124 Stat. § 1376 (Act), which established the CFPB, 12 U.S.C. § 5491(a). The Act directed the CFPB "to implement and, where applicable, enforce Federal consumer financial law" to ensure among other things, that "consumers are protected from unfair, deceptive, or abusive acts and practices," 12 U.S.C. § 5511(a) and (b)(2). The Act also empowers the CFPB to carry out that mandate, by, among other things,

promulgating rules "identifying as unlawful, unfair, deceptive, or abusive acts or practices in connection with any transaction with a consumer for a consumer financial product or service." 12 U.S.C. § 5531(b); see 12 U.S.C. § 5512(b)(1). Acre, Classic, and SERVBANK failed to comply to the TRID rule for all mortgage transactions under TILA and Regulation Z related to the Petitioner's foreclosed property sale that had taken place on November 9, 2015. Therefore, under what merit, and legal and factual standing were Acre, Classic, and SERVBANK granted favor as prevailing parties when Acre, Classic, and SERVBANK violated TILA RESPA Integrated Disclosure (TRID) rule in accordance with TILA and Regulation Z: 12 CFR 1026, and Pennsylvania Unfair Trade Practices and Consumer Protection Law P.S. §§ 201-1 – 201-9.2.

CONCLUSION

For the foregoing reasons, the Court should grant a Writ of Certiorari.

Respectfully submitted,

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