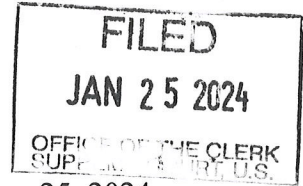


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January 25, 2024

Mr. Scott S. Harris, Clerk
Clerk's Office
Supreme Court of the United States
1 First Street NE
Washington, D.C. 20543
(202) 479-3011

RE: Petition for a Writ of Certiorari
PennyMac v. Johnson

Dear Gentleperson:

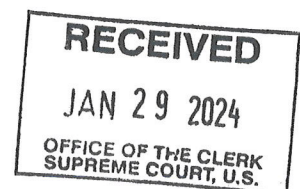
Thank you for talking with me, today. As we discussed, I, as Defendant/Counterclaim Plaintiff- and Third-Party Plaintiff-Appellant, would like an additional 45 days, pursuant to 28 U.S.C. § 2101(c), to prepare my *Petition for a Writ of Certiorari* to avoid a travesty of justice with regard to my constitutionally protected right to be free from the taking of my property without just compensation. Accordingly, I, as Defendant/Counterclaim Plaintiff- and Third-Party Plaintiff-Appellant ("Appellant"), formally request an additional 45 days to prepare my *Petition for a Writ of Certiorari*, for the following reasons.

I am acting *pro se*. I am not a practicing attorney. Instead, I am a 74 year-old, tenured, Professor of Accounting and Coordinator of the Accounting Program in the School of Business at Francis Marion University. As a tenured Professor of Accounting, my responsibilities include the tripartite requirements of teaching, research and service.

For Spring 2024, I am preparing for and teaching 3 upper-division accounting courses. Each of these courses requires a substantial amount of classroom and preparation time each week. In addition, I officiate our VITA (Volunteer Income Tax Assistance) Program, a partnership that the university has with the I.R.S., wherein my students prepare tax returns for the public, free of charge.

With regard to research, I must finish a paper that I presented in Fall 2023 at the annual meeting of SEInfORMS entitled:

WHEN A LENDER, AS DEBT SERVICE PROVIDER AND TRUSTEE NAMED IN A DEED OF TRUST,
(A) OBTAINS FORCE-PLACED INSURANCE ON IMPROVED REAL PROPERTY, FOR WHICH SUCH LENDER HAS NO BENEFICIAL INTEREST, AND THEREUPON
(B) CHARGES THE BORROWER FOR THE COST THEREOF,
HAS SAID LENDER (1) BREACHED THE DEED OF TRUST AS WELL AS
(2) VIOLATED THE REAL ESTATE SETTLEMENT PROCEDURES ACT?



With regard to service, in my capacity as Coordinator of the Accounting Program in the School of Business, I have been engaged in accounting curriculum development and program assessment as it relates to accreditation. In addition, I am a member of the School of Business Promotion and Tenure Committee.

Because of these on-going demands of my position as a tenured Professor of Accounting and Coordinator of the Accounting Program in the School of Business at Francis Marion University, I am unable to prepare my *Petition for a Writ of Certiorari* by the due date of Monday, March 18, 2024. **But**, I am certain that I can prepare and file my *Petition for a Writ of Certiorari* on or before Thursday, May 2, 2024 (45 days from Monday, March 18, 2024).

This request is made without dilatory intent. I have already employed Cockle Legal Briefs to assist in preparing my *Petition*.

Attached as appendices, please find:

Supreme Court of North Carolina Order denying Defendant/Counterclaim Plaintiff- and Third-Party Plaintiff-Appellant Johnson’s Petition for Discretionary Review, filed 18 December 2023 App. 1

North Carolina Court of Appeals Order denying Defendant/Counterclaim Plaintiff- and Third-Party Plaintiff-Appellant Johnson’s Motion for En Banc Rehearing, filed 24 May 2023 App. 2

North Carolina Court of Appeals Opinion affirming the Order of the Forsyth County Superior Court, filed 18 April 2023 App. 3

Forsyth County Superior Court Order (1) granting Motions to Dismiss by Plaintiff/Counterclaim Defendant PennyMac Loan Services, LLC and Third-Party Defendants Assurant, Inc. and Standard Guaranty Insurance Company and (2) denying Defendant/Counterclaim Plaintiff- and Third-Party Plaintiff-Appellant Johnson’s Motion to Amend, filed 27 May 2021 App. 4

Regulation X, 12 C.F.R. § 1024.37(a)&(b) App. 5

The facts of this case deal with the business of obtaining *force-placed insurance* by a *servicer*, where the *servicer* charges the *borrower* with the “cost” of such *force-placed insurance*. In my *Petition*, the sole threshold federal question regards:

(1) the alleged misinterpretation and subsequent misapplication by the N.C. Court of Appeals of 12 C.F.R. § 1024.37(b) (Basis for charging borrower for force-placed insurance and

(2) the effect of:

(a) 12 C.F.R. § 1024.37(a)(1) (Definition of force-placed insurance, in general) and

(b) the underlying federal statutory law under R.E.S.P.A. (i.e., (1) 12 U.S.C. § 2605(k) (servicer prohibitions) and (2) 12 U.S.C. § 2605(l) (Requirements for forced-placed insurance)),

upon such alleged misinterpretation and misapplication.

Appellant argues that the effect of the N.C. Court of Appeals’ *Opinion* is to take Appellant’s property (e.g., “in rem rights”) without just compensation, constituting a U.S. Const. amend. V Taking of Appellant’s private property.

Thank you for your attention in this matter.

With kindest regards,



Brad R. Johnson, Ph.D., J.D., C.P.A. (Inactive, OR, #4278)

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