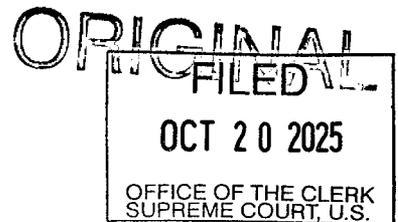


25-1016
No. 25A223



IN THE SUPREME COURT OF THE UNITED STATES

DMITRY KRUGLOV

Petitioner

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

Respondent

On Petition for a Writ of Certiorari to the Supreme Court of
Pennsylvania

PETITION FOR A WRIT OF CERTIORARI

Dmitry Kruglov, Pro Se Petitioner's
18117 Biscayne Blvd. #1310
Miami, FL, 33160
October 20, 2025

1. QUESTIONS PRESENTED

I. Due Process and Equal Protection Questions (Fourteenth Amendment)

1. Whether the trial court violated procedural due process and equal protection

A. by allowing discovery deadlines to lapse and extending discovery for one party without motion or notice (App. A53,54,58-62);

B. by denying enforcement of discovery orders and agreements (App. A48, A53);

C. by vacating the February 24, 2023 scheduling order from the bench without motion or notice, citing “directives” from higher courts, and denying motions to compel previously served discovery (App. A35, A37-41);

D. by granting summary judgment without resolving the unconscionability dispute in favor of the non-movant, despite acknowledging that Defendant signed the contract ten days after Plaintiff and that Plaintiff sought reformation of commitment dates as unconscionable, contrary to Pennsylvania Commercial Code § 2302 and the rule that all factual disputes be construed in favor of the non-moving party (App. A26, A32);

E. by failing to address any of the six appellate questions—each alleging discovery misconduct, bias, or due-process violations—and by applying de novo instead of “abuse of discretion” review (App. A11-12);

2. Whether the following actions violated the right to an impartial tribunal under *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868 (2009), and *Tumey v. Ohio*, 273 U.S. 510 (1927):

(a) a trial judge concealing a conflict through a spouse’s firm’s

business ties with Fannie Mae (App. A43);
(b) a judge relying on “marching orders” from the Supreme Court and President Judge (App. A35,A37); and
(c) a President Judge self-adjudicating disclosure of her own directives (App. A14-A19).

II. Questions of First Impression and Public Importance (Due Process, Life, Liberty, and Property)

3. Whether access to justice for pro se litigant was denied
A. by the Pennsylvania Supreme Court’s per curiam denial of a nunc pro tunc petition filed 20 minutes past deadline due to documented court-website malfunction, after five months of inaction (App. A1-A4); and
B. by denying pro se motions without reasons, including the refusal to explain non-enforcement of a discovery order, hindering appealability and error correction (App. A47-A48).

4. Whether a “time-of-the-essence” clause in Fannie Mae’s standard adhesion contract is waived or breached when Fannie Mae, as drafter, fails to execute the agreement within one business day after the buyer’s signature and signs a contract without completing mandatory pre-listing tasks, such as paying outstanding utilities and “critical Equator tasks” (REO Guide App. A71-A73), thereby creating unconscionable terms contrary to § 2302 and established UCC principles.

5. Whether the REO Guide’s provisions for third-party complaints and ethical conduct in negotiations exist independently of any executed contract (App. A71-A74) and constitute a “public” or «unilateral” contract imposing good-faith duties on Fannie Mae, offered to gain public confidence and accepted by buyer engagement, thus conferring standing to sue for inducement or

unethical negotiation and presenting a question of first impression regarding GSE accountability.

6. Whether the Pennsylvania Supreme Court, by
 - (a) issuing administrative directives affecting pending litigation,
 - (b) denying a nunc pro tunc petition despite verified filing-system failure,
 - (c) erasing the docketed denial entry (App. A1), and
 - (d) refusing to review a subordinate judge's inconsistent application of its directives (App. A20-A35),-
- denied access to justice and impartial adjudication under the Fourteenth Amendment

2. Parties

Petitioner: Dmitry Kruglov

Respondent: Federal National Mortgage Association (Nasdaq symbol FNMA)

3. Directly Related Proceedings

1. Kruglov v. Federal National Mortgage Association, No. CV-2018-010274, Delaware County Court of Common Pleas, judgment entered July 3, 2023 (summary judgment granted to Respondent).
2. Kruglov v. Federal National Mortgage Association, No. 2103 EDA 2023, Pennsylvania Superior Court, judgment entered November 25, 2024 (affirmance of trial court judgment).
3. Kruglov v. Federal National Mortgage Association, No. 166 MM 2024, Pennsylvania Supreme Court, judgment entered June 18, 2025 (denial of petition for allowance of appeal).
4. Kruglov v. Federal National Mortgage Association, No. 25A223, Supreme Court of the United States, order entered August 26, 2025 (application for extension of time to file

petition for writ of certiorari granted by Justice Alito, extending
deadline to October 20, 2025)

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Other Authorities

Fannie Mae REO Selling Guide (App. A71-A74) .
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Constitutional and Statutory Provisions Involved

* U.S. Const. amend. XIV, § 1 (Due Process and Equal Protection).

* Pa. Const. art. I, § 11 (justice shall be administered without ... delay). (App. A76)

* 13 Pa.C.8S. § 2302 (Unconscionability — Pennsylvania Commercial Code). (App. A75)

* Other Authorities: Fannie Mae REO Guide (excerpts appended at App. A71-74) including list of the “15 critical Equator tasks” (pre-listing obligations) and third-party reporting provisions:

When Fannie Mae receives documented reports from Sales Representatives, Sales Managers, Field Representatives or third parties that indicate inappropriate behavior; the reports are classified as infractions. These types of infractions include, but are not limited to:

- * *Untimely Equator task completion*
- * *Lack of adequate communications*
- * *Unethical behaviors*
- * *Non-compliance with the REO Sales Guide*

INTRODUCTION

This petition seeks review of a Pennsylvania Supreme Court order denying appeal (App. A2) in a case involving systemic due process violations, judicial impartiality concerns, and the enforceability of Fannie Mae's REO Selling Guide (App. A71-A74). Petitioner Dmitry Kruglov, a pro se litigant, challenged the Federal National Mortgage Association's (FNMA) termination of a real estate contract, alleging unconscionable terms and bad faith (App. A20, pp. A21, A25). The state courts' unequal handling of discovery (App. A32-34, A48-A54), judicial directives (App. A35-38), and e-filing access (App. A1-A4) raises federal questions under the Fourteenth Amendment. The Superior Court's refusal to recognize FNMA's REO Guide as imposing independent duties (App. A9 [footnote 4]) affects property rights nationwide, as FNMA had over 30,000 foreclosed homes at the time of this complaint. This case presents issues of first impression and public importance warranting this Court's review under Rule 10.

4.0 Opinions Below

Trial court (Delaware County, CV-2018-010274, July 3, 2023)
Superior Court (2103 EDA 2023, November 25, 2024):
Cited as *Kruglov v. Federal National Mortgage Association*;
331 A.3d 649 (Table) 2024 WL 4880214
PA Supreme Court (166 MM 2024, June 18, 2025): No
citation for denial order (App. A2).

Jurisdiction

This Court has jurisdiction under 28 U.S.C. § 1257(a). The petition seeks review of the Pennsylvania state court orders: (1) the Pennsylvania Supreme Court's order dated May 23, 2025 denying the nunc pro tunc petition (No. 166 MM 2024, App. A2); (2) the Pennsylvania Superior Court's judgment dated November 25, 2024 (App. A6), which held that the REO Guide provisions do not give rise to independent claims,- a precedential ruling that affects FNMA REO buyers in Pennsylvania and raises questions of public importance concerning uniform application of GSE rules. No rehearing was sought. By letter dated December 5, 2025, the Clerk granted a 60-day extension to file a corrected petition. This corrected petition is timely filed.

4.1 Factual Background

On October 30, 2018, Petitioner Dmitry Kruglov offered to purchase a property at 65 East Greenwood Avenue, Lansdowne, Pennsylvania, from Respondent Federal National Mortgage Association (FNMA) via its portal, providing proof of funds, a pre-approval letter, and an incorporation certificate. On November 1, 2018, Petitioner signed the Agreement of Sale with a \$5,000 deposit, agreeing to a November 23, 2018, mortgage contingency deadline (App. A6). Over the next two weeks, FNMA demanded contract changes, requiring Petitioner to sign three additional times, with last signing on November 13, 2018 . FNMA signed the Agreement on November 19, 2018, leaving four days for the mortgage contingency due to a demanded three-week backdated commitment to November 23, 2018 (App. A21, A25).

FNMA's REO Selling Guide required pre-listing tasks, including payment of outstanding utilities and regular status reporting (App. A71-A74). FNMA failed to complete these tasks and provide delay reasons (App. A72-A73). Agents agreed to amend dates after FNMA's signing (App.

A63), but FNMA sent a blank termination notice on December 4, 2018, offered a December 28, 2018, closing, then reneged and demanded a December 21, 2018, closing (App. A65). On December 10, 2018, FNMA terminated the Agreement, citing Petitioner's failure to meet the mortgage contingency (App. A6). On December 28, 2018, Petitioner filed a complaint in the Delaware County Court of Common Pleas (CV-2018-010274), alleging unconscionable backdating, fraudulent inducement, negligence, breach of contract, and breach of the covenant of good faith and fair dealing

4.2 Procedural History - Administrative Influence and Supervisory Abdication

The procedural history at each court level is replete with due process violations and outright misconduct that had cumulative effect of denial of impartial adjudication and access to justice.

The Pennsylvania Supreme Court and the President Judge issued administrative directives that trial court judge Whelan referenced on the record four times (A35,37,38) as having affect on his decision. These directives were never entered into the trial record, and efforts to subpoena or disclose them were resisted and ultimately quashed. When Petitioner appealed to the Pennsylvania Supreme Court alleging that Judge Whelan's actions were inconsistent with those directives and contrary to controlling precedent (*Anthony Biddle Contractors v. Preet Allied American St.*, 28 A.3d 916, 2011 Pa. Super. 161 (Pa. Super. Ct. 2011), and *Cohn v. Weiss*, 356 Pa. 78, 51A.2d 740 (1947)), the Court denied review.

The Supreme Court's role is not only adjudicative but supervisory, ensuring that its administrative directives are implemented consistently and in conformity with constitutional requirements. Its refusal to exercise that supervisory function created an appearance of impropriety: the same Court that issued the directives declined to review whether their application denied due process.

II. Trial Court: Judge Spiros Angelos (Unequal Treatment and Concealed Conflict of Interest)

Judge Angelos' conduct during discovery and pretrial proceedings produced multiple due-process violations, each independently significant and described below:

1. Permitting defendants' discovery noncompliance without sanction. Angelos allowed defendants to miss deadlines set in part 4(D) of the October 16, 2020 scheduling order (A58), without imposing penalties or creating a new enforceable schedule, thereby extending defendants' discovery period without motion or notice and prejudicing petitioner. (This is a denial of parity in discovery obligations.)
2. Failing to enforce a minute order. On May 18, 2022 Angelos ordered Defense (A53) to supplement their discovery response with a complete log of contractual delays (as required by Fannie Mae's REO Guide). At 8/25/22 hearing Petitioner briefed Angelos that defense failed to comply(A49), Angelos denied the motion to compel production or impose sanctions (A48)

3. Denied motion for finding of fact and conclusions of law. Angelos' denials without stating reason (A47) constructively denied due process, depriving Petitioner an opportunity to correct error or appeal abuse of discretion or legal error.

4. Refusing to enforce court-arranged agreements. The judge refused to enforce production agreements reached during court-scheduled phone conferences, claiming they were not "on the record," even though the judge was present for and aware of the conferences.

5. Unequal treatment of discovery motions. Angelos treated petitioner's discovery motions with heightened scrutiny while granting defendant-oriented discovery relief more readily, an approach he later admitted on the record was "unusual." (A54)

6. Delay and dismissal of scheduling protections. Angelos made light of Pa. Const. art. I, § 11 on the record (A55- joking about delaying his trials), while allowing discovery deadlines (A58-62) to lapse without remediation,- conduct inconsistent with the state constitutional mandate that justice be administered without unnecessary delay.

7. Service obstruction. Angelos directed personal service on additional defendants in a multi-unit property (A57); when the sheriff could not access locked common entrances he denied petitioner's request for "mail and nail" service, (A56) preventing

joinder of all necessary parties (tenants) rendering future trial ineffective.

8. Concealment of potential conflict of interest. Petitioner filed correspondence (A43) asking Angelos' recusal as his spouse's employer did business with Fannie Mae. Angelos ultimately recused himself without objecting to the accusations, leaving unresolved pending motions and staying all proceedings.

Effect of Angelos' violations: by permitting defendants' noncompliance, refusing to enforce minute orders, and declining to enforce court-arranged agreements, Angelos denied petitioner parity in the discovery process and the chance to assemble the evidence necessary to prove unconscionability and bad faith. His concealment of his conflict of interest (A43) that was a known present fact, denied Petitioner impartial adjudication

III. Reassigned Trial Judge: John J. Whelan (Adjudication Under External Influence; Procedural Due-Process Violations)

After reassignment, the following discrete violations and actions by Judge Whelan appear on the record:

1. Issuance then withdrawal of a discovery schedule: Whelan issued a discovery schedule(A39) following reassignment but, at the first hearing, vacated his own scheduling order from the bench without notice or motion, by announcing "discovery is over," (A35) effectively denying completion of already served discovery demands and noticed

depositions, - a due process violation and disregard of binding precedent in Biddle (Supra)

2. Invocation of external directives: Whelan referenced administrative directives and “marching orders” from the President Judge and the Pennsylvania Supreme Court four times on the record, and cited those directives as a basis for truncating discovery and denying motions to compel. (A36, 37,38)- a clear denial of impartial adjudication.

3. Unequal discovery rulings: On May 26, 2020, Whelan had granted defendants’ discovery motions in full(A33); later (A32) Whelan denied petitioner’s outstanding discovery motions, denying enforcement of the 5/18/22 minute order and refusing to compel production of Fannie Mae’s contract-status logs.

4. Denial of evidentiary development: Whelan’s termination of discovery prevented petitioner from obtaining unredacted communications, vendor task logs, and other evidence central to claims of unconscionability, inducement, and REO Guide violations.

5. Acknowledged seller’s delay but dismissed claim anyway: Whelan’s summary-judgment order expressly noted that petitioner sought reformation and alleged unconscionable terms (A26-footnote) and that the Seller signed the contract ten days (A25) after the Buyer (A21). Nevertheless, Whelan granted summary judgment for the defendant without addressing or applying § 2302 (unconscionability) or resolving the factual disputes in petitioner’s favor.

Effect of Whelan's violations: by invoking higher-court directives as a basis to curtail discovery and by granting summary judgment while acknowledging both the seller's late signing and a reformation request, Whelan failed to exercise impartial judicial judgment and denied petitioner the procedural protections required before disposing of the case.

IV. President Judge Cartisano (Issuance of Undisclosed Directives; Quash of Inquiry; Self-Adjudication)

The President Judge's conduct added the following discrete violations to the record:

1. Issuance of undisclosed administrative directives: The President Judge issued directives that were not made part of the public record but were later referenced by Whelan as controlling his decisions.

2. Refusal to produce or permit subpoena of directives: Petitioner emailed Cartisano (A14) asking for a copy of her communication Whelan referred to. She replied that it would be "inappropriate" for her to respond to informal request such as email, or to undertake any action in the case she is not assigned to.(A16)

3. Self-adjudication of a motion concerning her own conduct: Petitioner subpoenaed Whelan for his communications with President Judge and Supreme Court (A18). Whelan did not reply. Petitioner moved to compel response, and Cartisano, without getting assigned to the case, denied the

motion that sought to uncover her own potential misconduct.(A19).

Effect: By quashing inquiry into the origin and content of the administrative directives that impacted the trial court Cartisano denied impartial adjudication and committed the very same inappropriate actions that she described in her reply email when denying Petitioner's email request

V. Superior Court (Failure to Provide Meaningful Appellate Review; Misstatements; Subsumption of REO Guide Claims)

The Superior Court's opinion and order produced the following discrete errors:

1. Failure to address listed issues: Although the court listed six issues presented on appeal (A11) - including discovery curtailment, due-process claims, and unconscionability,- it failed to analyze or resolve any of petitioner's preserved questions, rendering appellate review illusory and violating *Evitts v. Lucey*.

2. Material misstatement of facts: The opinion misstated or inconsistently recorded execution dates (e.g., citing November 13 rather than the Seller's November 19 signature), facts central to the unconscionability and timeline analysis.

3. Collapse of REO Guide protections into contract claims — The Superior Court held that alleged violations of the REO Guide were subsumed by contract claims and therefore not independently actionable, despite the Guide's plain-language

authorizations for third-party complaints and its ethical and pre-listing obligations.

4. Failure to apply binding precedent and statutory protections — The denial of relief proceeded without meaningful application of *Cohn v. Weiss* or 13 Pa.C.S. § § 2302 (unconscionability), despite their direct relevance to whether notice and opportunity were required before termination or enforcement of “time-of-the-essence” deadlines.

Effect of Superior Court errors: the appellate outcome both foreclosed meaningful review of constitutional and statutory questions and stripped petitioner (and potentially all Fannie Mae bidders in Pennsylvania) of independent REO-Guide protections.

VI. Pennsylvania Supreme Court (E-Filing Failure; Nunc Pro Tunc Petition Denial; Record Erasure; Administrative Influence, Supervisory abdication)

Petitioner’s interactions with the Pennsylvania Supreme Court produced discrete procedural irregularities warranting certiorari:

1. E-filing malfunction and late submission: Petitioner attempted multiple times to submit a Petition for Allowance of Appeal; the court’s portal produced repeated “communication error” messages (screenshots appended), and the clerk instructed petitioner to file a nunc pro tunc if the filing deadline could not be met.

2. Nunc pro tunc petition and per curiam denial after delay: Petitioner filed a nunc pro tunc petition

(A3) with timestamped screenshots of e-filing failure. After nearly five months, the Pennsylvania Supreme Court issued a per curiam denial on May 23, 2025 (A2), without explanation or addressing the verified technical defect.

3. Record erasure / docket irregularity: An email in the record (June 18, 2025) acknowledged a denial entry associated with this matter; that denial entry later disappeared or was not publicly visible on the docket (A1 — erased order). The removal or non-publication of a denial entry after issuance raises serious transparency and access-to-court concerns.

4. Administrative directives referenced on the record: The Pennsylvania Supreme Court had previously issued administrative directives referenced by Whelan; petitioner's attempts to obtain copies or explanations were rebuffed. The combination of administrative directives, delayed nunc pro tunc action, and record irregularities compounds the appearance that appellate access was obstructed and that administrative communications influenced trial-court outcomes.

5. Denial of Petition to Appeal. The Appeal Petition alleged that Whelan overstepped Supreme Court's directives, presuming they did not contemplate his disregard of binding precedents, or vacating his own discovery order without notice or motion

Effect of Supreme Court actions: Denying petitioner appeal invites a negative inference that Supreme Court's

directives exerted substantive influence over trial-level adjudication.

4.3 Preservation of Issues

The issues presented were raised and decided in the state courts as follows:

1. Due Process Violations in Discovery (Question 1):

Raised in Plaintiff's motions to compel discovery (App. A32; App. A48, A53) and hearing on noncompliance with discovery order (App. A49, A55), denied by the trial court (App. A32, A48). Preserved in Superior Court appeal (App. 11).

2. Judicial Impartiality (Question 2):

Raised in Plaintiff's correspondence suggesting recusal of Judge Angelos (App. A43) and subpoena for President Judge Cartisano's directives (App. A18), denied by the trial court (App. A19). Preserved in Superior Court appeal (App. A11).

3. Pro Se Access to E-Filing (Question 3):

Raised in Plaintiff's nunc pro tunc petition to the Pennsylvania Supreme Court (App. A3-5), denied (App. A2). Preserved in petition for allowance of appeal .

4. Unconscionability of Contract Terms

(Question 4): Raised in Plaintiff's Amended Complaint, opposition to summary judgment motion and hearing on January 21, 2022 . Denied by trial court (App. A26-footnote). Preserved in Superior Court appeal (App. A11).

5. REO Sales Guide as Unilateral Contract

(Question 5): Raised in Plaintiff's Amended Complaint and hearing on motion to dismiss, June 15, 2023 (App. A35,. Denied by trial court. Preserved in Superior Court appeal (App. A9).

6. Supervisory Failure and Structural Bias

(Question 6): Raised in Plaintiff's subpoena for directives (App. A18) and hearing on motion to dismiss, June 15, 2023 (App. A35-37). Denied by trial court . Preserved in Superior Court appeal (App. A11).

5. REASONS FOR GRANTING THE PETITION

The record reveals a continuous pattern of procedural and constitutional violations, from the trial court to the state's highest court, each independently implicating the Fourteenth Amendment but collectively demonstrating systemic failure of judicial impartiality, due process, and access to justice. This case also presents issues of public importance involving property rights under adhesion contracts used nationwide by Fannie Mae, the largest seller of foreclosed homes in the United States. The Superior Court's holding that Fannie Mae's internal REO protections are unenforceable eliminates consumer safeguards, contradicts precedent, and ensures inconsistent results across states. The Fannie Mae REO Guide extends the covenant of good faith and fair dealing beyond signed contracts to encompass ethics, negotiation, and pre-listing duties. The Pennsylvania courts' refusal to recognize that scope effectively removed these federally

mandated standards from public enforcement. Without this Court's review, identical issues will proliferate nationwide, inviting conflicting rulings and eroding uniform property protections.

This Court's intervention is necessary to reaffirm that:

1. Courts must maintain functional access to e-filing systems; when failure stems from a court's own system, denying acceptance for lateness violates due process (App. A1-Ad; cf. *Bounds v. Smith*, 430 U.S. 817 (1977)).
2. Administrative directives affecting adjudication must be reviewable; refusal to assess whether a judge misapplied such directives invites the inference that the directive itself violated due process, creating an appearance of impropriety (App. A14-A19, A35, 37, 38; *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868 (2009)).
3. Federally governed adhesion contracts must comply with state unconscionability standards and the implied duty of fair dealing (13 Pa.C.S. § 2302; UCC § 1-304; *Cohn v. Weiss*, 356 Pa. 78, 51 A.2d 740 (1947)). The question whether a seller's delay in executing a contract can be used to enforce time-of-the-essence deadlines against a buyer raises important state-law fairness concerns with constitutional overtones when courts deny procedural protections (App. A20, A21, A25, A63, A65).
4. Appellate courts must provide meaningful review of preserved constitutional and statutory questions

rather than reciting them without analysis (App. A6,

2024 WL 5297659; *Evitts v. Lucey*, 469 U.S. 387 (1985)).

These issues satisfy both categories warranting certiorari:

(a) fundamental due-process and judicial-integrity violations, and (b) questions of exceptional public importance affecting property rights under national foreclosure programs.

CONCLUSION

The Court should grant the petition to address systemic due-process violations, including e-filing denials (App. A1-A4), unreviewable judicial directives (App. A35, 37-38), and unenforceable REO Guide protections (App. A71-A74). These issues implicate fundamental judicial integrity and national property rights, warranting certiorari under Rule 10. .

Respectfully submitted,

Dmitry Kruglov

Certificate of Service

I certify that on February 3, 2026, I served this Amended Petition on counsel for Respondent, Clark Hill PLC, Two Commerce Square, 2001 Market St, Suite 2000, Philadelphia, PA 19103, by first-class mail.

/s/ Dmitry Kruglov
February 3, 2026