No. 25-6272

IN THE SUPREME COURT OF THE UNITED STATES

James Taylor,

Petitioner,

v.

Freedom Mortgage Corporation, McCalla Raymer Leibert Pierce, LLC,

Respondents.

On Petition for A Writ of Certiorari

to the United States Court of Appeals

for the Eleventh Circuit

No. 24-12771-AA

PETITIONER'S PETITION FOR A WRIT OF CERTIORARI

James Taylor

3612 Mike Padgett Highway

Augusta, Georgia, 30906

(706) 469-2134

Pro se

Questions Presented

No.

Corporate Disclosure Statement

There is no parent or publicly held company owning 10% or more of the corporation's stock.

Related Proceedings

✓ *James Lamont Taylor v. Freedom Mortgage Corporation, et al,* 1:24-cv-00054-JRH-BKE, United States District Court for the Southern District of Georgia, Augusta Division. Judgment entered August 20, 2024.

✓ *James Taylor v. Freedom Mortgage Corporation, McCalla Raymer Leibert Pierce, LLC,* No. 24-12771-AA, United States Court of Appeals for the Eleventh Circuit. Judgment entered October 3, 2025.

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Other Authorities

Petitioner respectfully prays that a writ of certiorari issue to review the judgments below.

Opinions Below

For cases from **federal courts:**

United States Court of Appeals for the Eleventh Circuit

On October 3, 2025, the Conclusion states,

"Taylor failed to allege that either defendant qualified as a debt collector under the Act's primary definition in section 1692a(6), so the district court properly dismissed counts one through three for failure to state a claim. As for count four, Taylor failed to allege any of the three triggering conditions required to state a claim under section 1692f(6), so the district court properly dismissed that count as well".

(Doc 20, Page 16). Appears at Appendix A to the petition and is unpublished.

United States District Court for the Southern District of Georgia, Augusta Division

On July 24, 2024, the Report and Recommendation stated that the case be dismissed for failure to state a claim upon which relief can be granted and this civil action be closed because Plaintiff fails to State a Claim Under the FDCPA, Plaintiff Fails to Establish Defendants are "Debt Collectors" Under the FDCPA's Primary Definition and Plaintiff Fails to State a Claim Under 15 U.S.C. §1692f(6) - Doc 8, Pages 5 – 13. Appears at Appendix C to the petition and is unpublished.

On August 20, 2024,

"After a careful, de novo review of the file, the Court concurs with the Magistrate Judge's Report and Recommendation, to which objections have been filed. (Doc. No. 10) Accordingly, the Court ADOPTS the Report and Recommendation of the Magistrate Judge as its opinion, DISMISSES this case for failure to state a claim upon which relief may be granted, and CLOSES this civil action"

(Doc 11, Page 1). Appears at Appendix B to the petition and is unpublished.

Jurisdictional Statement

For cases from **federal courts:**

The date on which the United States Court of Appeals for the Eleventh Circuit decided my case was October 3, 2025. A copy of the non-published opinion appears at Appendix A. The jurisdiction of this court is invoked under 28 U.S.C. § 1254(1).

Statutory Provision

28 U.S.C. § 1254(1) – Courts of appeals; certiorari; certified questions

Cases in the courts of appeals may be reviewed by the Supreme Court by the following methods:

(1) By writ of certiorari granted upon the petition of any party to any civil or criminal case, before or after rendition of judgment or decree;

Constitutional Provisions

Article III – Section 1: The Judicial Power of the United States, shall be vested in one Supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish.

Article III – Section 2: The Judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority to Controversies between Citizens or Subjects.

In all the other Cases before mentioned, the Supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

Statement of the Case

The complaint is for a civil case between James Lamont Taylor and Freedom Mortgage Corporation and McCalla Raymer Leibert Pierce, LLC (Doc 1, Page 1). I submitted my complaint against Freedom Mortgage Corporation and McCalla Raymer Leibert Pierce, LLC to the United States District Court, for the Southern District of Georgia, Augusta Division on April 26, 2024 for violations of the Fair Debt Collection Practices Act[7] (Doc 1, Pages 1 – 23) (Doc 2). On July 24, 2024, Brian Keith Epps submitted a report and recommendations that the case be dismissed for failure to state a claim upon which relief can be granted and this civil action be closed (Doc 8, Pages 5 – 13). On August 7, 2024, I submitted an OBJECTION to the Report and

Recommendations (Doc 10), because ". . . there is a need to correct clear error or prevent manifest injustice." *Burger King Corp. v. Ashland Equities, Inc.*, 181 F.Supp.2d 1366 (S.D. Fla. 2002). *Raiford v. Nat'l Hills Exchange, LLC*, 1:11-cv-152 (S.D. Ga. May 17, 2016).

On August 20, 2024, ORDER concurring with and adopting the Report and Recommendations as the Court's opinion, dismissing this case for failure to state a claim upon which relief may be granted, and closing this civil action (Doc 11, Page 1). On October 3, 2025, the United States Court of Appeals for the Eleventh Circuit affirmed the District Court's dismissal in a non-published opinion (Doc 20, Pages 2 – 16).

Susan A. Taylor owned since 2007 and acquired in 2016 the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 for personal, family or household purposes (Doc 1, Page 13). On June 29, 2020, Susan A. Taylor, my mother, completed an application as a consumer with Sheila Mae Mathis, a loan originator for servicer, refinancer and debt collector, Freedom Mortgage Corporation for $72,298 of closed-end credit to satisfy the residential mortgage transaction of $72,298 on July 1, 2020 for refinancing the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia,

30906 for personal, family or household purposes with Freedom Mortgage Corporation and security interest, for consummation of 25 years, which included a finance charge of $32,369.57 (Doc 1, Pages 13 – 17, 22). After Susan A. Taylor passed away on August 18, 2020, Jacqueline S. Taylor and I, James Lamont Taylor, became the successors in interest (Doc 1, Page 16). In response to my Qualified Written Request made November 22 and November 23, 2021, Freedom Mortgage Corporation responded with communication dated December 8, 2021 that revealed they were servicing a Federally related mortgage loan by creditor and lender Government National Mortgage Association, they refinanced July 1, 2020, supporting that they are a debt collector (Doc 1, Page 17). Freedom Mortgage Corporation failed to provide the file, accounting, ledger and transactional history of the account notarized by an accountant for the consumer credit transaction that occurred on July 1, 2020, per my request made on July 6, 2022 via the Consumer Financial Protection Bureau, failing to support their claims that they are owed any amount of money and have suffered any losses (Doc 1, Page 23). However, Freedom Mortgage Corporation responded with their communication dated September 21, 2022, acknowledging

that they sent communication to the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 per requirement of the Fair Debt Collection Practices Act[7] (Doc 1, Page 22).

1. McCalla Raymer Leibert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, sent communication dated July 25, 2023, stating that a nonjudicial foreclosure sale of the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 was scheduled for September 5, 2023 at the Richmond County Courthouse and the Notice of Sale was submitted in the County's legal newspaper, for what they claim is the entire amount of the outstanding balance of principal and interest owed on the loan and any other authorized charges, which was harassing, oppressive & abusive conduct and an unfair practice (Doc 1, Pages 19 – 21), due to them collecting debt on the basis of and using the false, deceptive & misleading representations of the character (Freedom Mortgage Corporation as a lender), amount ($72,298), legal status (default, past due) and excluding Government National Mortgage Association as the

creditor and lender, which ran the risk of confusion and misunderstanding (Doc 1, Pages 6, 7, 13, 14, 17, 19 – 21).

As attorneys who "regularly" engage in consumer-debt-collection activity, pursuant to 15 U.S.C. § 1692a(6), for Freedom Mortgage Corporation, McCalla Raymer Leibert Pierce, LLC's communication claimed,

"Be advised that under Federal Law, This Law Firm may be deemed a debt collector. Any information obtained may be used for the purpose of collecting a debt."

2. The communication from McCalla Raymer Liebert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, failed to disclose in initial written communication that they are debt collectors attempting to collect debt and that any information obtained will be used for that purpose, and they failed to disclose in subsequent communications that the communication is from a debt collector, is a false, deceptive and misleading representation that ran the risk of confusion and misunderstanding (Doc 1, Pages 6, 7, 18 - 21).

3. McCalla Raymer Leibert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, sent communication that offered to discuss "foreclosure alternatives" reinstatement or payoff figures, which is a false, deceptive or misleading representation, that risked confusion and misunderstanding (Doc 1, Pages 6, 7, 20).

4. McCalla Raymer Leibert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, sent communication threatening to sale the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 in the nonjudicial foreclosure state of Georgia September 5, 2023, is an unfair practice that invades privacy (Doc 1, Pages 19 – 21). Freedom Mortgage Corporation and McCalla Raymer Leibert Pierce, LLC, never had any lawful interest, equity or claim to the security interest, mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 because Government National Mortgage Association is the creditor and lender and

Susan A. Taylor owned the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 since 2007 and acquired it in 2016 before refinancing July 1, 2020 (Doc 1, Pages 6, 7, 13, 14, 17 and 19 – 21).

On August 27, 2024 I submitted a Notice of Appeal (Doc 13), because the report and recommendations lacked constraint when it failed to apply the Supreme Court's interpretations of law to the facts of the case and neglected its obligation to follow the precedents set by the Supreme Court of the United States by rendering decisions inconsistent with *Carpenter v. Longan,* 83 U.S. 271, 275 (1872) and *Heintz v. Jenkins,* 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995).

Supporting that the report and recommendations (Doc 8, Pages 5 – 12) and ORDER of August 20, 2024 (Doc 11, Page 1) concurring with and adopting the Magistrate Judge's report and recommendations as the Court's opinion, erred in formulating or applying a rule of law.

The report and recommendations erred in formulating or applying a rule of law by excluding Freedom Mortgage Corporation from the FDCPA's primary definition 15 U.S.C. § 1692a(6) pursuant to 15 U.S.C. § 1692a(6)(F)(iii) (Doc 1, Page 23; Doc 8, Pages 8, 10). The report and

recommendations erred in formulating or applying a rule of law by excluding McCalla Raymer Leibert Pierce, LLC from the FDCPA's primary definition 15 U.S.C. § 1692a(6) (Doc 1, Pages 18 – 21; Doc 8, Pages 8 – 10). The report and recommendations erred in formulating or applying a rule of law by claiming that McCalla Raymer Leibert Pierce, LLC only engaged in the nonjudicial foreclosure on September 5, 2023 (Doc 1, Pages 18 – 21; Doc 8, Pages 8 – 10). The fact findings of the report and recommendations are clearly erroneous under Fed. R. Civ. P. 52(a) by excluding Freedom Mortgage Corporation from liability of the communication and nonjudicial foreclosure of McCalla Raymer Leibert Pierce, LLC (Doc 1, Pages 13 – 21; Doc 8, Pages 8 – 10). The report and recommendations (Doc 8, Pages 5 – 13) and the Order of August 20, 2024 (Doc 11, Page 1) erred in formulating or applying a rule of law by claiming there was a failure to state a claim under 15 U.S.C. § 1692f(6), when McCalla Raymer Leibert Pierce, LLC proceeded with the nonjudicial foreclosure September 5, 2023 (Doc 1, Pages 13, 17 – 21; Doc 8, Pages 10 – 12; Doc 11, Page 1). The report and recommendations and the Order of August 20, 2024 (Doc 11, Page 1) erred in formulating or applying a rule of law by concurring with and adopting the Magistrate

Judge's Report and Recommendations as the opinion of the court for failure to state a claim upon which relief may be granted and closing this civil action (Doc 1, Page 6, 7, 13, 14, 17 – 21, 23; Doc 8, Pages 5 – 13; Doc 11, Page 1).

The Opinion of the United States Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law by excluding Freedom Mortgage Corporation from the FDCPA's primary definition 15 U.S.C. § 1692a(6) pursuant to 15 U.S.C. § 1692a(6)(F)(iii), claiming "Freedom Mortgage doesn't fall under the Act's primary definition of a debt collector" (Doc 1, Pages 13, 23; Appellant's Opening Brief, Pages 10, 13, 14; Doc 20, Page 12).

The Opinion of the United States Court of Appeals for the Eleventh Circuit describes the initial communication of McCalla Raymer Leibert Pierce, LLC, dated December 7, 2022 as an informational correspondence misquoting,

> "nothing stated herein is an attempt to collect, recover, or offset the mortgage debt against you personally" and that the correspondence was being provided "for information purposes only."

(Doc 1, Page 18; Doc 20, Page 4). The entire statement of the initial communication from McCalla Raymer Leibert Pierce, LLC dated December 7, 2022 is

"If you are currently subject to the protections of any automatic stay in bankruptcy OR have obtained a discharge in a bankruptcy proceedings, nothing stated herein is an attempt to collect, recover, or offset the mortgage debt against you personally. This letter is being provided for information purposes only."

(Doc 1, Page 18).

The Opinion of the United States Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law by excluding McCalla Raymer Leibert Pierce, LLC from the FDCPA's primary definition 15 U.S.C. § 1692a(6) claiming,

"The complaint's allegations and attachments also confirm that McCalla doesn't qualify as a debt collector under the Act's primary definition"

Because McCalla was "only engaged in nonjudicial foreclosure isn't a debt collector under the Act's primary definition" (Doc 20, Page 12).

The Opinion of the United States Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law claiming,

"In sum, because Taylor did not adequately allege that either defendant was a debt collector within the primary definition of the Act, his claims under sections 1692d and 1692e must fail as to both

defendants. Counts one through three were therefore properly dismissed"

(Doc 20, Page 13).

The Opinion of the United States Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law stating,

"In sum, because Taylor's own attachments confirm that Freedom Mortgage had a "present right to possession of the property claimed as collateral through an enforceable security interest," id., and he didn't try to allege that section 1692f(6)(B) or (C) were satisfied, the district court correctly determined that Taylor failed to state a claim for a violation of section 1692f(6) in count four."

(Doc 20, Pages 13 – 15).

The defendants failed to provide a reply brief and appendix, supporting that they lack both the original note of the mortgage for 2007 and 2016, prior to refinancing July 1, 2020, pursuant to *Carpenter v. Longan,* 83 U.S. 271, 275 (1872) and approval from the Comptroller of the Currency for the possession of the mortgaged property and dwelling for a period longer than five years, pursuant to and supporting violations of 12 U.S.C. § 29 and 15 U.S.C. § 1692, further supporting counts one through four (Appellant's Opening Brief, Pages 5 – 8, 10 – 15, 19 – 25; Doc 20, Pages 2 – 16).

The District Court's federal jurisdiction of the case that is docketed as No. 1:24-cv-00054-JRH-BKE pursuant to 28 U.S.C. § 1331 was the basis for their jurisdiction. The United States Court of Appeals for the Eleventh Circuit had jurisdiction of this appeal pursuant to 28 U.S.C. § 1291.

Argument

Under 15 U.S.C. § 1692, Are Defendants "Debt Collectors" under the FDCPA's Primary Definition, When Attempting to Collect Debt?

The refinancing of the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 for personal, family or household purposes with Freedom Mortgage Corporation, was for consummation of 24.9 years (299 months). Freedom Mortgage Corporation failed to provide the file, accounting, ledger and transactional history of the account notarized by an accountant for the consumer credit transaction that occurred on July 1, 2020, per my request made on July 6, 2022 via the Consumer Financial Protection Bureau, failing to support their claims that there is debt owed and have suffered any losses. Freedom Mortgage Corporation failed to make a

showing sufficient to establish the existence of an element essential to my case, in which I bear the burden of proof. In such a situation, there can be "no genuine issue as to any material fact," since a complete failure of proof concerning an essential element of my case necessarily renders all other relevant facts immaterial. I am entitled to relief as a matter of law because Freedom Mortgage Corporation has failed to make a sufficient showing on an essential element of my case with respect to which I have the burden of proof (*American Savings Bank v. Dionisio Palacio Pasion*, No. 24391 (Haw. App. 1/26/2004)) and certified account general ledgers are required to satisfy this specific burden of proof of my case. *Pacific Concrete Fed. Credit Union v. Kauanoe*, 62 Haw. 334, 336-37, 614 P.2d 936, 938 (1980). *Fuller v. Pacific Medical Collections, Inc.*, 78 Hawai`i 213, 223-24, 891 P.2d 300, 310-11 (App.1995).

> ". . . servicer is a debt collector when it engages in collection activities on a debt that is not, as it turns out, actually owed." noting "[t]his stands to reason since the pursuit of collection activities presupposes that the collector alleges or asserts that the subject of those activities is obligated."
> *Bridge v. Ocwen Fed. Bank, FSB*, 681 F.3d 355 (6th Cir. 2012).

Supporting that the Opinion of the Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law by excluding

Freedom Mortgage Corporation from the FDCPA's primary definition of a debt collector (Appellant's Opening Brief, Pages 10, 13, 14; Doc 20, Pages 9 – 12).

The initial communication dated December 7, 2022 from McCalla Raymer Leibert Pierce, LLC supports that McCalla Raymer Leibert Pierce, LLC engaged in more than a nonjudicial foreclosure before September 5, 2023, by providing an opportunity to dispute debt, while attempting to collect debt without mentioning a nonjudicial foreclosure (Doc 1, Page 18 – 21; Doc 20, Page 12).

"McCalla Raymer Leibert Pierce, LLC does not argue that it is not a debt collector within the meaning of the FDCPA." Pursuant to *Berg v. McCalla Raymer Leibert Pierce, LLC*, No. 19 C 5113 (N.D. Ill. Oct 30, 2019), McCalla Raymer Leibert Pierce, LLC as attorneys for Deutsche Bank, was held accountable for violations of Sections 1692e(2)(A) and f(1) after filing a state court foreclosure action. Judge Thomas M. Durkin also cited *Heintz v. Jenkins*, 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) to further illustrate that as attorneys, McCalla Raymer Leibert Pierce, LLC "regularly" engage in consumer-debt-collection activity pursuant to the primary definition 15 U.S.C. §

1692a(6). Pursuant to *Stewart v. JP Morgan Chase Bank, N.A., et. al.*, 1:18-cv-07584 (N.D. Ill. Nov. 15, 2018), McCalla Raymer Leibert Pierce, LLC as attorneys for JP Morgan Chase Bank, N.A., was held accountable for violations of Sections §§ 1692e(2), 1692e(10) and 1692g(a), after filing foreclosure complaints, showing irrefutably that McCalla Raymer Leibert Pierce, LLC are attorneys who "regularly" engage in consumer-debt-collection activity pursuant to the primary definition 15 U.S.C. § 1692a(6).

The Opinion of the Court of Appeals for the Eleventh Circuit lacked constraint when it failed to apply the Supreme Court's interpretation of law to the facts of the case and neglected its obligation to follow the precedent set by the Supreme Court of the United States by rendering decisions inconsistent with *Heintz v. Jenkins,* 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) and *Obduskey v. McCarthy & Holthus LLP*, 139 S.Ct. 1029, 203 L.Ed.2d 390 (2019) because the Opinion sanctioned such a departure from the United States District Court for the Northern District of Illinois, Eastern Division regarding *Berg v. McCalla Raymer Leibert Pierce, LLC*, No. 19 C 5113 (N.D. Ill. Oct 30, 2019) and *Stewart v. JP Morgan Chase Bank, N.A., et. al.*, 1:18-

cv-07584 (N.D. Ill. Nov. 15, 2018) supporting irrefutably that McCalla Raymer Leibert Pierce, LLC are attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6). "the Act applies to attorneys who "regularly" engage in consumer-debt-collection activity, even when that activity consists of litigation." *Heintz v. Jenkins,* 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) and "those who engage in only nonjudicial foreclosure proceedings are not debt collectors within the meaning of the Act." *Obduskey v. McCarthy & Holthus LLP,* 139 S.Ct. 1029, 203 L.Ed.2d 390 (2019).

> "that a party who satisfies § 1692a(6)'s general definition of a "debt collector" is a debt collector for the purposes of the entire FDCPA even when enforcing security interests."
>
> *Kaltenbach v. Richards,* 464 F.3d 524 (5th Cir. 2006).

Supporting that the Opinion of the Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law by excluding McCalla Raymer Leibert Pierce, LLC from the FDCPA's primary definition of a debt collector (Appellant's Opening Brief, Pages 10, 11, 14 – 17, 23; Doc 20, Pages 12, 13).

Under 15 U.S.C. § 1692f(6), was there a failure to state a claim, when McCalla Raymer Leibert Pierce, LLC proceeded with the nonjudicial foreclosure?

The defendants failed to provide a reply brief and appendix, supporting that they lack both the original note of the mortgage for 2007 and 2016, prior to refinancing July 1, 2020, pursuant to *Carpenter v. Longan,* 83 U.S. 271, 275 (1872) and approval from the Comptroller of the Currency for the possession of the mortgaged property and dwelling for a period longer than five years, pursuant to and supporting violations of 12 U.S.C. § 29 and 15 U.S.C. § 1692. Further supporting counts one through four (Appellant's Opening Brief, Pages 5 – 8, 10 – 15, 19 – 25; Doc 20, Pages 2 – 16).

The refinancing of the mortgaged property and dwelling at address 2023 Ashley Drive, Augusta, Georgia, 30906 for personal, family or household purposes with Freedom Mortgage Corporation, was for consummation of 24.9 years (299 months). Freedom Mortgage Corporation as a servicer and McCalla Raymer Leibert Pierce, LLC as their attorneys who "regularly" engage in consumer-debt-collection activity, pursuant to 15 U.S.C. § 1692a(6), had no interest, no equity, no

claim and all instruments bearing such claims are fraudulent and void, because they are not holders in due course of the original note that was assigned with the mortgage/deed of trust of 2007 and 2016, before refinancing July 1, 2020. However, Government National Mortgage Association as the Lender, is the holder in due course of the original note before refinancing July 1, 2020 (Doc 1, Pages 13 – 23; Doc 20, Pages 13 – 15). Interest in a Security Deed that was dated July 1, 2020 as last transferred to Freedom Mortgage Corporation by assignment recorded in Deed Book 1861, Page 1335, Richmond County, Georgia Records to secure a Note is fraudulent and void because the mortgaged property and dwelling was owned in 2007 and acquired in 2016, before refinancing July 1, 2020 (Doc 1, Pages 13, 14, 17 and 21; Doc 20, Pages 13 – 15), because

> "The Note and the Mortgage are inseparable; the former as the essential, the latter as incident. An assignment of the note carries the mortgage with it, while the assignment of the latter alone is a nullity."

Carpenter v. Longan, 83 U.S. 271, 275 (1872).

Supporting that the Opinion of the United States Court of Appeals for the Eleventh Circuit lacked constraint when it failed to apply the Supreme Court's interpretation of law to the facts of the case and neglected its obligation to follow the precedent set by the Supreme

Court of the United States by rendering decisions inconsistent with *Carpenter v. Longan,* 83 U.S. 271, 275 (1872) (Doc 1, Pages 13, 14, 17 and 21; Appellant's Opening Brief, Pages 19 – 21; Doc 20, Pages 13 – 15). Supporting that the Opinion of the Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law, by claiming,

> "In sum, because Taylor's own attachments confirm that Freedom Mortgage had a "present right to possession of the property claimed as collateral through an enforceable security interest," id., and he didn't try to allege that section 1692f(6)(B) or (C) were satisfied, the district court correctly determined that Taylor failed to state a claim for a violation of section 1692f(6) in count four."

(Appellant's Opening Brief, Pages 19 – 21; Doc 20, Pages 13 – 15).

Under 15 U.S.C. § 1692, was there a failure to state a claim, when McCalla Raymer Leibert Pierce, LLC proceeded with the nonjudicial foreclosure?

1. McCalla Raymer Leibert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, sent communication dated July 25, 2023, stating that a nonjudicial foreclosure sale of the mortgaged property and dwelling at address

2023 Ashley Drive, Augusta, Georgia, 30906 was scheduled for September 5, 2023 at the Richmond County Courthouse and the Notice of Sale was submitted in the County's legal newspaper, for what they claim is the entire amount of the outstanding balance of principal and interest owed on the loan and any other authorized charges, which was harassing, oppressive & abusive conduct and an unfair practice (Doc 1, Pages 6, 7, 13, 14, 17 – 21), due to them collecting debt on the basis of and using the false, deceptive & misleading representations of the character (Freedom Mortgage Corporation as a lender), amount ($72,298), legal status (default, past due) and excluding Government National Mortgage Association as the creditor and lender, which ran the risk of confusion and misunderstanding (Doc 1, Pages 6, 7, 13, 14, 17, 19 – 21).

As attorneys who "regularly" engage in consumer-debt-collection activity for Freedom Mortgage Corporation, McCalla Raymer Leibert Pierce, LLC's communication claimed,

"Be advised that under Federal Law, This Law Firm may be deemed a debt collector. Any information obtained may be used for the purpose of collecting a debt."

2. The communication from McCalla Raymer Liebert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, failed to disclose in initial written communication that they are a debt collector attempting to collect debt and that any information obtained will be used for that purpose, and they failed to disclose in subsequent communications that the communication is from a debt collector, is a false, deceptive and misleading representation that ran the risk of confusion and misunderstanding (Doc 1, Pages 6, 7, 18 - 21).

3. McCalla Raymer Leibert Pierce, LLC as attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6) for Freedom Mortgage Corporation, sent communication that offered to discuss "foreclosure alternatives" reinstatement or payoff figures, which is a false, deceptive or misleading representation, that risked confusion and misunderstanding (Doc 1, Pages 6, 7, 20).

> "Generally speaking, a communication from a debt collector to a debtor is not covered by the FDCPA unless it is made "in connection with the collection of any debt.""

Ruth v. Triumph Partnerships, 577 F.3d 790 (7th Cir. 2009). *Gburek v. Litton Loan Servicing LP*, 614 F.3d 380, 386 (7th Cir. 2010).

"A communication related to debt collection does not become unrelated to debt collection simply because it also relates to the enforcement of a security interest. A "debt" is still a "debt" even if it is secured."

Reese v. Ellis, Painter, Ratterree & Adams, LLP, 678 F.3d 1211, 1216 (11th Cir. 2012). *Birster v. American Home Mortg. Servicing, Inc.*, No. 11-13574, D. C. Docket No. 9:10-cv-80735-WPD (11th Cir. Jul 18, 2012).

Judge Edmond E. Chang proclaims, that misrepresenting the status of debt, attempting to collect illegal fees and costs not authorized by law, threatening foreclosure, assessing illegal foreclosure fees and refusing to communicate clearly is adequate to support a cause of action that conduct, the natural consequence of which was to abuse and oppress. *Gritters v. Ocwen Loan Servicing, LLC*, No. 14 C 00916 (N.D. Ill. Dec 31, 2014).

"a threat to impose a penalty that the threatener knows is improper because unlawful is a good candidate for a violation of sections 1692d and e."

Evory v. RJM Acquisitions Funding L.L.C., 505 F.3d 769, 778 (7th Cir. 2007).

"holding that a letter threatening foreclosure while also offering to discuss "foreclosure alternatives" qualified as a communication related to debt collection activity within the meaning of § 1692e"

Gburek v. Litton Loan Servicing LP, 614 F.3d 380, 386 (7th Cir. 2010).

Reese v. Ellis, Painter, Ratterree & Adams, LLP, 678 F.3d 1211, 1216 (11th Cir. 2012).

"A false representation in connection with the collection of a debt is sufficient to violate the FDCPA facially, even where no misleading or deception is claimed."

Bourff v. Rubin Lublin, LLC, 674 F.3d 1238 (11th Cir. 2012).

"The FDCPA, among other things, mandates that, as part of noticing a debt, a "debt collector" must "send the consumer a written notice containing"—along with other information—"the name of the creditor to whom the debt is owed[.]"

Bourff v. Rubin Lublin, LLC, 674 F.3d 1238 (11th Cir. 2012).

The Opinion of the United States Court of Appeals for the Eleventh Circuit (Doc 20, Pages 9 – 13) lacked constraint when they failed to apply the Supreme Court's interpretation of law to the facts of the case and neglected its obligation to follow the precedent set by the Supreme Court of the United States by rendering decisions inconsistent with *Heintz v. Jenkins,* 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) and *Obduskey v. McCarthy & Holthus LLP*, 139 S.Ct. 1029, 203 L.Ed.2d 390 (2019) because the Opinion sanctioned such a departure by

the United States District Court for the Northern District of Illinois, Eastern Division regarding *Berg v. McCalla Raymer Leibert Pierce, LLC*, No. 19 C 5113 (N.D. Ill. Oct 30, 2019) and *Stewart v. JP Morgan Chase Bank, N.A., et. al.*, 1:18-cv-07584 (N.D. Ill. Nov. 15, 2018) supporting irrefutably that McCalla Raymer Leibert Pierce, LLC are attorneys who "regularly" engage in consumer-debt-collection activity pursuant to 15 U.S.C. § 1692a(6).

"the Act applies to attorneys who "regularly" engage in consumer-debt-collection activity, even when that activity consists of litigation." *Heintz v. Jenkins,* 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) and "those who engage in only nonjudicial foreclosure proceedings are not debt collectors within the meaning of the Act." *Obduskey v. McCarthy & Holthus LLP*, 139 S.Ct. 1029, 203 L.Ed.2d 390 (2019).

"that a party who satisfies § 1692a(6)'s general definition of a "debt collector" is a debt collector for the purposes of the entire FDCPA even when enforcing security interests."
Kaltenbach v. Richards, 464 F.3d 524 (5th Cir. 2006).

Supporting that the Opinion of the United States Court of Appeals for the Eleventh Circuit erred in formulating or applying a rule of law by claiming,

"In sum, because Taylor did not adequately allege that either defendant was a debt collector within the primary definition of the Act, his claims under section 1692d and 1692e must fail as to both defendants. Count's one through three were therefore properly dismissed"

(Appellant Opening Brief, Pages 13 – 16, 21 – 25; Doc 20, Pages 9 – 13).

Reasons for Granting the Petition

The United States Court of Appeals for the Eleventh Circuit in their non-published Opinion on October 3, 2025, agreed with the district court that I, the Plaintiff failed to state a claim under the Act and that leave to amend would have been futile and affirming the district court adopting the Magistrate Judge's recommendation and dismissed the complaint without granting leave to amend. The Opinion is in conflict with the decisions rendered by the United States Court of Appeals for the Seventh and Eleventh Circuits on communication as defined by the Fair Debt Collection Practices Act supported by *Birster v. American Home Mortg. Servicing, Inc.*, No. 11-13574, D. C. Docket No. 9:10-cv-80735-WPD (11th Cir. Jul 18, 2012), *Gburek v. Litton Loan Servicing LP*, 614 F.3d 380, 386 (7th Cir. 2010), *Reese v. Ellis, Painter, Ratterree & Adams, LLP*, 678 F.3d 1211, 1216 (11th Cir. 2012) and *Ruth v. Triumph Partnerships*, 577 F.3d 790 (7th Cir. 2009). The Opinion is in

conflict with the primary definition of a debt collector as it relates to enforcing security interests, supported by *Kaltenbach v. Richards*, 464 F.3d 524 (5th Cir. 2006). The Opinion is in conflict with a false representation in connection with the collection of a debt and including the name of the creditor that the debt is owed in the communication, both supported by *Bourff v. Rubin Lublin, LLC*, 674 F.3d 1238 (11th Cir. 2012). The Opinion also sanctioned such a departure by the United States District Court for the Northern District of Illinois, Eastern Division regarding McCalla Raymer Leibert Pierce, LLC who are "attorneys who "regularly" engage in consumer-debt-collection activity" supported by *Berg v. McCalla Raymer Leibert Pierce, LLC*, No. 19 C 5113 (N.D. Ill. Oct. 30, 2019) and *Stewart v. JP Morgan Chase Bank, N.A., et. al.*, 1:18-cv-07584 (N.D. Ill. Nov. 15, 2018).

The Opinion also lacks constraint by failing to apply the Supreme Court's interpretations of law to the facts of the case and neglected its obligation to follow the precedents set by the Supreme Court of the United States by rendering decisions inconsistent with *Carpenter v. Longan,* 83 U.S. 271, 275 (1872), *Heintz v. Jenkins,* 514 U.S. 291, 294, 115 S.Ct. 1489, 131 L.Ed.2d 395 (1995) and *Obduskey v. McCarthy &*

Holthus LLP, 139 S.Ct. 1029, 203 L.Ed.2d 390 (2019). (Appellant's Opening Brief, Pages 10 – 16; 19 – 25; Doc 20, Pages 2 – 16).

These inconsistencies illustrate the refusal of the United States Court of Appeals for the Eleventh Circuit to be arbiters of fact and law, while also showing a pattern of improper activity, with the intent of depriving a Pro se plaintiff with the right to an honest, independent, fair, impartial, diligent and competent hearing, while diminishing public confidence in the judiciary and injuring the system of government under law at the expense of all current and future plaintiffs, including all Pro se litigants, who are already vulnerable due to a lack of legal representation when taking multi-million-dollar corporations to court for the purpose of seeking justice. Requiring a call for an exercise of this Court's supervisory power.

Conclusion

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Date: November 18, 2025

James Lamont Taylor