

26-5727

No. 25A342

IN THE SUPREME COURT OF THE UNITED STATES

ORIGINAL

Amanda Norris; Joseph Norris III, Petitioners
v.

Safeguard Properties, PNC Bank, N.A., Respondents

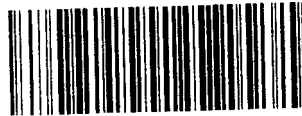
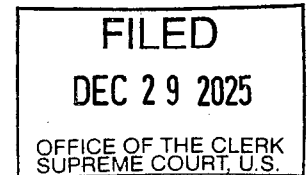
ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals, Fourth Circuit

No.: 23-173

PETITION FOR WRIT OF CERTIORARI

Amanda Norris; Joseph Norris III
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Windsor Mill, MD 21244
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United States Supreme Court

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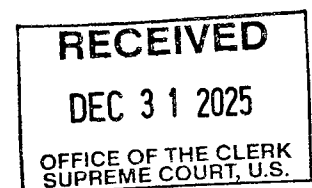
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QUESTION(S) PRESENTED

- I. Were the Constitutional rights cited herein violated?
- II. Is that cause for a new trial?
- III. Is a Jury's failure to apply the law cause for a new trial?
- IV. Should the courts uphold the consumer protections provided by the states?
- V. Whether the protections provided by the Fourth Amendment for unreasonable searches and seizures extend to banks, corporations, and their agents, contractors, employees, etc.
- VI. Should the Foley decision be the Law of the Land:
What is considered "vacant", "Abandoned", "unoccupied"

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

RELATED CASES

- Norris v. PNC Bank, N.A. et al, 1:20-cv-03315 ELH, U.S. District Court for the District of Maryland. Judgment entered
- Norris v. PNC Bank, N.A., et al, No. 23-1736, U.S. Court of Appeals for the Fourth Circuit. Judgment entered July 29, 2025.

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STATUTES AND RULES

Maryland Consumer Protection Law

13,25

7-113 Restrictions relating to taking or threatening to take...

States under Restrictions relating to taking or threatening to take possession of residential property

Under section (b)(1) States that taking or even threatening possession of residential property is prohibited. It continues by detailing what constitutes taken or threatening to take possession

(i) Locking the resident out of the residential property;

(ii) Engaging in willful diminution of services to the protected resident; or

(iii) Taking any other action that deprives the protected resident of actual possession

(2)(i) "... (ii) a party claiming the right of possession may take possession of residential property from a protected resident **only** in accordance with a **writ of possession issued by a court and executed by a sheriff or constable.**" Emphasis added

Consumer Protection Act

13

FDCPA 15 U.S.C.,

13

Fair Debt Collection Act

13

OTHER

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is unpublished.

The opinion of the United States district court appears at Appendix B to the petition and is unpublished.

JURISDICTION

For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: July 29, 2025.
order denying rehearing appears at Appendix C.

An extension of time to file the petition for a writ of certiorari was granted to and including December 26, 2025 on September 10, 2025.
In Application No. 25A342

The jurisdiction of this Court is invoked under 28 U.S.C. section 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- A. The constitutional right to due process 14th Amendment
- B. The constitutional right to privacy 1st, 3rd, 4th, 9th, and 14th Amendments
- C. The constitutional right equal protection under the law 14th Amendment
- D. The constitutional right to a fair trial 7th Amendment
- E. Article 24 of the Maryland State Constitution guarantees due process

A. CONSTITUTIONAL RIGHT TO DUE PROCESS

Amendment XIII

(Liberty Clause 1 of the Fourteenth Amendment)

No State shall... deprive any person of life, liberty, or property, without due process of law.

B. CONSTITUTIONAL RIGHT TO PRIVACY

Amendment I

(Privacy of Beliefs)

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

Amendment III

(Privacy of the Home)

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

Amendment IV

(Privacy of the Person and Possessions)

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Amendment IX

(More General Protection for Privacy)

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Amendment XIII

(Liberty Clause of the Fourteenth Amendment)

No State shall... deprive any person of life, **liberty**, or property, without due process of law.

Amendment I

(Privacy of Beliefs)

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

C. CONSTITUTIONAL RIGHT TO EQUAL PROTECTION UNDER THE LAW

Amendment XIII

(Equal Protection Clause)

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

D. CONSTITUTIONAL RIGHT TO A FAIR TRIAL

Amendment VII

Guarantees the right to a jury trial in certain federal civil cases involving disputes over a certain dollar value, preventing judges from overturning jury fact-findings, according to the Ronald Reagan Presidential Library and the Legal Information Institute.

Amendment XIII

(Due Process Clause)

Ensures fairness in state-level civil proceedings through procedural due process, meaning fair notice and an opportunity to be heard.

E. CONSTITUTIONAL RIGHT TO DUE PROCESS IN MARYLAND

Article 24 guarantees due process

"That no man ought to be taken or imprisoned or disseized of his freehold, liberties or privileges, or outlawed, or exiled, or in any manner, destroyed or deprived of life, liberty, of property, but by judgment of his peers or by the law of the land (1977, ch. 681, ratified Nov., 1978)

STATEMENT OF THE CASE

This case arises out of PNC Bank, N.A. and Safeguard Properties LLC, **multiple** physical entries onto our Property under the pretext of protecting the Property, because it was purportedly vacant despite the fact that we contacted both Safeguard and PNC on more than one occasion and informed it that our Property was not vacant during an inactive Foreclosure by PNC Bank, N.A. in 2017. We informed both **prior** to the entries and subsequent to the entries as well. We believe this was illegal because not only did it **repeatedly** gain intentional unauthorized entry on the Property, it damaged the Property and stole and damaged our personal property as well which caused damages including significant emotional distress and mental anguish. Then Safeguard and PNC had the audacity to charge us for doing it. PNC is responsible, because these acts by Safeguard Properties were committed within the scope of its employment with PNC when performing services for which it was engaged. As Safeguard's employers, PNC was responsible for all acts committed by Safeguard within the scope of its employment.

It's important to note that Safeguard changed our locks **twice** so we were locked out of the Property. Our position is supported by the Deed of Trust and Maryland Property Codes 7-113 foreclosure law 7-105, 7-105.1, 7-105.18, as well as Constitutional law. PNC did not have the right to redeem the mortgage, and Safeguard's or PNC's name was not on the title. Both did not have a Certificate of Vacancy or a Certificate of Property Unfit for Human Habitation (which requires that the Property is vacant and abandoned) and even if it did, it would not have given it the authority to enter the Property and change the locks. It only would give it permission to accelerate the foreclosure process. It's important to note that we were participating in the loss mitigation process. So, we were in constant contact with both via phone and mail. We also had a housing counselor who was in contact with PNC as well. So, this wasn't a case where we weren't responding to the bank. Yet, both continued to claim that the Property was vacant. In addition, we have a Constitutional right to privacy.

We also think it is important to note that both never denied this occurred. Both just tried to justify it.

- a. that Safeguard and PNC did gain physical entry onto the Property and changed the locks;
- b. that the physical entry was on multiple occasions;
- c. that the physical entry was intentional;
- d. that the physical entry was unauthorized;
- e. that the physical entry was unlawful;
- f. that the physical entry was a breach of contract;
- g. that the physical entry was trespassing;
- h. that the physical entry was an invasion of privacy/intrusion upon seclusion;
- i. that Plaintiffs did suffer damages as a result which includes but is not limited to compensatory, emotional distress, mental anguish, pain and suffering, nominal and punitive.

On October 15, 2020, we, the Norrises, proceeding pro se, filed a three-count Complaint alleging breach of contract, trespassing, and invasion of privacy/intrusion upon seclusion against PNC Bank, N.A. ("PNC") and Safeguard Properties Management, LLC ("Safeguard").¹ This lawsuit was subsequently removed to federal court based on diversity. See ECF 1. On June 7, 2021, a settlement conference was held. Following that conference, we were appointed as pro bono counsel for settlement conference only which failed. see ECF 46.

We subsequently filed a Motion for Leave to Amend Complaint to include a further Breach of Contract specifically violation of the Foreclosure law, Consumer Protection Act, FDCPA 15 U.S.C., Property Code Section 7-113, Fair Debt Collection Act and Harassment (ECF 68/70) which was denied. (ECF 94) We filed a motion to reconsider (ECF 104) which was also denied (ECF 111) PNC and Safeguard both filed for Summary judgment. (ECF 109 & 110) Summary Judgment was granted part and denied in part. (ECF 157) We argued and continue to do so, that the law in Maryland is very clear we had due process rights that PNC and Safeguard Properties violated. However, we were prevented from presenting that clear picture to the jury and the jury's verdict was inconsistent with the law and the actual facts.

As alleged in our Complaint, at all relevant times, we, the Norrises, occupied 8616 Inwood Road, Windsor Mill, Maryland 21224 ("the Property"). In June 2003, we obtained a mortgage for the Property evidenced by a promissory note ("the Note"). Concurrently, we also executed a Deed of Trust ("the DOT"). PNC is the current holder of the Note and is the beneficiary of the DOT.

¹ Case no.: 1:20-cv-03315-ELH

Under the DOT, PNC may inspect the Property if the loan is in default, the Property is vacant, or the Property is abandoned. PNC may take reasonable steps to secure the Property only if it is vacant or abandoned. The DOT does not define "inspect," "vacant," or "abandoned." Here, after we defaulted on the Note, PNC instructed Safeguard to inspect the Property. PNC contracts with Safeguard for Safeguard to conduct, at PNC's instruction, real estate inspections and real estate preservation services.

Safeguard hires subcontractors to conduct the work requested by PNC. Following a visual inspection, Safeguard reported that the Property was vacant. Less than a month earlier, Safeguard had reported that the Property was occupied. PNC then sent Plaintiffs a letter indicating that it had received a vacancy notification and that the Property would be secured. (**Exhibit 1**)

This letter directed Plaintiffs to call PNC's Property Preservation Department with any questions.

Upon receipt, Mrs. Norris, called that department and informed them that the Property was occupied. PNC acknowledges receiving this call. Safeguard or PNC therefore had no right to attempt to secure the Property. Unfortunately, they did so anyway.

Between August and December 2017, the Property was inspected multiple times, and contractors secured it on at least two occasions. Throughout this process, we repeatedly informed both that the Property was neither vacant nor abandoned.

On October 14, 2020, we filed our Complaint, seeking compensatory and punitive damages. As the result of Safeguard's actions, our home was broken into on multiple occasions from October to December 2017. Lock boxes were twice placed on the front door, some of our' personal property was damaged, and some was stolen. Water service was interrupted, and pipes were cut. Safeguard's and PNC's actions caused us to live in constant fear that our home was going to be invaded, which caused us significant emotional distress. Because of Safeguard's conduct, we felt humiliated. We do not feel safe in our own home and do not want to live in it.

A. The Deed of Trust

On June 23, 2003, we executed the Note and the DOT. Under the DOT, "[PNC] may inspect the Property if the Property is vacant or abandoned or the loan is in default. [PNC] may take reasonable action to protect and preserve such vacant or abandoned Property." See DOT ¶ 5. The DOT is governed by Federal law and Maryland law. Id. ¶ 14. (Courtesy Copy **Exhibit 22**)

B. Safeguard's and PNC's unauthorized attempts to "secure" the Property.

During 2017, Mrs. Norris spent multiple days and nights each week at the Property. We defaulted under the Note as of July 2017 because we had no source of income. In June 2017, Mr. Norris' Social Security Disability payments were inexplicably stopped. (PNC0003981) Mr. Norris is disabled² and no longer works. (PNC0002931) Ms. Norris is unemployed and cares for her husband.

On August 17, 2017, Safeguard reported that the Property was occupied following a visual (SG 00440) inspection. On September 14, 2017, following another visual inspection, Safeguard reported that the Property was vacant and recommended, among other things, changing its locks. The next day, PNC sent a letter to us noting that the Property was reported as vacant and stating that "we are required to secure the property." (ECF 2 Ex. H) On September 16, 2017, we called PNC at the number listed on PNC's letter and told PNC that the Property was occupied. PNC admitted receiving this call. (ECF 2 para. 9 ECF 13 para. 9) On September 18, 2017, we received a notice of intent to foreclose on September 21, 2017, (ECF 2 EX. 1-D) On September 21, 2017, Safeguard noted that the Property was occupied. (SG 00383)

On September 25, 2017, PNC noted that the Property was occupied. (PNC 0004836) On October 2, 2017, we called Safeguard to report that the Property was occupied. (ECF 2 EX. J) Despite Safeguard and PNC being aware that the Property was occupied, on October 17, 2017, after another visual exterior inspection, a subcontractor recommended changing the locks and winterizing the Property. On approximately October 21, 2017, a lock box was placed on the Property's front door and the

² Mr. Norris is a bilateral amputee and had kidney failure. This was also kept from the jury.

winterization process began. Winterization generally involves draining all plumbing and heating systems, using air pressure to clear the system of water, adding anti-freeze to all traps and fixtures, shutting off the water supply to a property, disconnecting the water meter, disconnecting the feed pipe leading to the main water valve and plugging or capping it, and placing tags, labels, warning signs and dates on all items winterized. (Please see pictures and PNC 003370-71, **Exhibit 22-38**)

On October 26, 2017, Ms. Norris discovered the lock box. Ms. Norris called the Baltimore County Police Department, (**Exhibit 39**) Safeguard, and PNC. Safeguard consulted with PNC, and PNC ultimately allowed Safeguard to give me the lock box code.³ (PNC 0004835) However the lock box code did not work and Ms. Norris was left outside for hours. (SG 00267-68) Once finally inside, she called Safeguard to report that workers in the Property had damaged certain personal property and had stolen other personal property. She also reported that the water had been turned off, drawers emptied, the hot water heater drained, and that water pipes had been cut. (**Exhibit 15 E-6**) I requested that the interior inspections and work in the Property stop. Safeguard indicated that the Property would thereafter only be subject to exterior visually inspections. (CD of SG phone calls #s 1, 11, 12, 13) But, on October 28, 2017, Safeguard sent a third-party to again enter the Property. (SG 00526)

On November 14, 2017, Safeguard called us and stated that "the bank is abiding by your request. All work has stopped. We will not be back at the Property, and it is being reported as occupied" (CD phone call #15) But that same day, Safeguard came and posted a **white** sticker on the Property's **white** garage door stating that the Property was vacant. (SG 003156, a violation of the Fair Debt Collections Act)

On November 24, 2017, PNC instructed Safeguard to remove the hold allowing only visual inspections, and, yet again, ordered the Property locked and winterized. On November 26, 2017,

³ The lock box code never worked. So, I was stranded outside for several hours in the cold until I tired the garage door. We had been living on the Property for over 20 years and never had to use that door.

Ms. Norris wrote a letter to PNC affirming again that the Property was owner occupied. (ECF 2 EX. K, **Exhibit 22 K**) This letter also reported that the October 26 work had been improperly performed, and noted that, twice in November alone, the Property had improperly been posted as vacant. By December 5, 2017, the Property was winterized again, and another lock box was placed on the front door. (Front Door SG 002787, 002616, & "Winterizing Again") I called Safeguard to report this incident. (CD SG phone call #16 by this time you can hear Ms. Norris very upset) Safeguard, with PNC's consent, gave me the lock box code.

The fact that the Property needed to be winterized again coupled with the fact that another lock box needed to be placed because the last one was removed demonstrates that the Property was neither vacant nor abandoned.

On December 18, 2017, Safeguard's contractors entered the Property **using their own key** (there was no lock box on the door), and recommended changing the lock on the front door. (SG 002380, 002386) Ms. Norris thought that someone was entering the Property but did not want to seem paranoid but discovering that Safeguard and PNC were going in and out of the Property confirmed to us our fears. (SG 00656 noting no lock box on door, SG 00657 lock box and plumbing bid) On December 21, 2017, a Safeguard representative spoke to Ms. Norris and apologized for the "invasion." (CD of SG phone call #18) Visual inspections continued well into 2018.⁴

PNC demanded that we produce 3 additional BGE bills to prove that the Property was not vacant before it would agree to mediation, despite our complying with the demand, Safeguard and PNC continued to claim that the Property was vacant, unoccupied. (ECF 2 EX. 1)

⁴ During the trial however, it was discovered that PNC continued to enter the home with their own key, without us knowing. We had suspicions that there were entries, but did not want to seem paranoid, but it turned out that our suspicions were correct. This is why we continue not to feel safe in our home.

Safeguard and PNC's actions were intentional. They knew the Property was occupied, yet they intentionally acted to dispossess us of our rights to its use. Safeguard and PNC's unlawful intrusions caused severe damage in the Property in addition to what is detailed above. The front door of the Property now does not close properly. An American flag received in recognition of either Mr. or Mrs. Norris' father's military service is now missing. Our son's piggybank was broken and money he had received at birth from his now deceased grandparents along with money he received for birthdays was stolen. China was broken and stolen, first addition signed books were damaged and stolen, as was a bronze statute and a vintage model car. Plaintiffs' car was damaged as was their riding mower. Mold has developed in the master bath. Plaintiffs' clothes appear to have been used to clean up toilet water that spilled when the tanks were drained. None of the toilet tanks properly re-fill now. Water leaked from the toilets and has damaged the floors. The washing machine no longer works. Each time Safeguard and PNC winterized the Property, we had to try to reverse their unauthorized work.

Photographs produced by Safeguard show the extent of harm caused by the work in the Property.

Further, we were charged for the inspection and winterization work. (PNC 0004290,5213,5214,5219,5212)

We cannot afford to fix the damage caused by Safeguard and PNC. We had to get a \$127,000 loan for the Property damage and there remains an additional estimated \$183,000 to repair the damage that remains. Safeguard and PNC's conduct also caused a diminution of value in the Property.

Safeguard and PNC's repeated intrusions also caused us emotional distress. We get headaches thinking about this ordeal and are constantly nervous in their own home. Ms. Norris has gotten rashes from the stress relating to living at the Property and has had to seek medical treatment. Mr. Norris has insomnia that developed during the invasions. (Exhibit 38)

Safeguard and PNC's actions were unauthorized. Its attempts to inspect the Property after We told them repeatedly that it was occupied appear to be nothing more than harassment. Even if the repeated inspections could be authorized under the DOT because we were in default, Safeguard's and PNC's actions in securing the Property were unauthorized. These actions were intentional and, given that they were plainly unauthorized, were undertaken for an improper purpose.

PNC was authorized to "take reasonable action to protect and preserve" the Property, but only if it was "vacant or abandoned." See DOT ¶ 5. (**Exhibit 22**) Because the DOT does not define "vacant or abandoned," the terms must be given their ordinary meaning.

See *Sharma v. OneWest Bank, FSB*, Civil No. DKC-11-0834, 2011 WL 5167762, *4 (D. Md. Oct. 28, 2011) (citing *Metro Life Ins. Co. v. Promenade Towers Mut. Hous. Corp.*, 581 A.2d 846, 854 (Md. Ct. Spec. App. 1990)). "Black's Law Dictionary defines 'abandonment' as follows: 'The relinquishing of or departing from a homestead, etc., with the present, definite, and permanent intention of never returning or regaining possession.'" *Id.* (quoting Black's Law Dictionary (9 th ed. 2009)). "On its own, an extended period of non-use, is 'insufficient to establish an intent to abandon the right to the property.'" *Sharma*, 2011 WL 5167762, *4 (quoting *Beesley v. Hanish*, 521 A.2d 1235, 1242 (Md. Ct. Spec. App. 1987)).

PNC's actions do not matter for purposes of whether the we abandoned the Property. See *id.* At *5.

There is no evidence at all that we intended to never return or regain possession of the Property. We never relinquished possession of the Property. It was taken from us. We did not abandon the Property. All evidence points to the contrary.

Black's Law Dictionary (11 th ed. 2019) defines vacant as "Empty; unoccupied," and notes that "Courts have sometimes distinguished vacant from unoccupied, holding that vacant means completely empty while unoccupied means not routinely characterized by the presence of human beings."

Safeguard's photographs confirm that the Property was not empty. Our calls to Safeguard and calls and letters to PNC confirm that the Property was occupied as does our deposition testimony. The Property was not vacant.

For these reasons, Safeguard's and PNC's attempts to secure the Property breached the DOT. To the extent that it claimed a right to possession of the Property, their actions are still

impermissible unless they satisfied Md. Code Ann., Real Prop. § 7-113(b)(1)(2), which they did not. See Md. Code Ann. Real Prop. § 7-113(b)(1)(iii) (barring party claiming right to possession from taking action depriving property's resident of actual possession). Likewise, Maryland's foreclosure law would not have allowed Safeguard and PNC to take the actions alleged, because the Property was neither vacant nor abandoned as defined in Md. Code Ann., Real Prop. § 7-105.18.

In short, there was no legal justification for Safeguard's and PNC's actions.

For the same reasons, Safeguard and PNC are also liable for trespass and intrusion upon seclusion.

Trespass "is an intentional or negligent intrusion upon the possessory interest in property of another." *Ford v. Baltimore City Sheriff's Office*, 814 A.2d 127, 139 (Md. Ct. Spec. App. 2002) (citations omitted). Safeguard's actions were intentional, taken at PNC's instruction, and they caused the multiple intrusions upon the Property.

More importantly, once both were asked to leave....it exceeded its authority. (Please see pg. 24 "II. Trespass" herein)

Similarly, in this case, we asked both to leave, but we were ignored.

Invasion of privacy/intrusion upon seclusion, has been defined as "[t]he intentional intrusion upon the solitude or seclusion of another or his private affairs or concerns that would be highly offensive to a reasonable person." *Mitchell v. Baltimore Sun*, 883 A.2d 1008, 1022 (Md. Ct. Spec. App. 2005) (quoting *Furman v. Sheppard*, 744 A.2d 583, 585 (Md. Ct. Spec. App. 2000)). Safeguard and PNC's actions caused invasions of the Property and satisfy each of these elements.

Safeguard may raise two factual issues regarding our case, but both are unavailing.

First, Mr. Norris, was not living at the Property in 2017, and Mrs. Norris, admitted being there a few times a week as she was in the process of extensively cleaning and painting the Property without assistance. During 2017, the inside of the Property therefore did not appear as it would have once the work was completed. Yet, the Property contained everything one would expect to find in a home. But, even if we were not there every single day, the Property was not vacant or abandoned. We only have limited evidence of the Property's condition prior to the entries. Safeguard nor PNC, however, have evidence to contradict our claims about the Property's condition.

Safeguard's own photos show the Property condition was staged.

Please note here that the Property is in Baltimore County, and since this occurred, Baltimore County enacted A Bill Entitled AN ACT concerning Vacant Structures, and in that act, it explicitly states that homes under construction are not considered vacant. It also lists what will be considered vacant, and our Property would not be considered vacant under this law. More importantly, it gives the property owner due process. (Bill No. 5-23)

On or about July 17, 2023, we filed a timely appeal in the Fourth Circuit in forma pauperis (Case No.: 23-1736)

On or about April 10, 2025, that appeal was denied

On or about April 25, 2025, we filed a timely Petition for Rehearing En Banc

On or about July 29, 2025, that petition was denied

We now file this timely petition to the U.S. Supreme Court

During that time

ILLUSTRATIONS

1. Similarly to Foley, in this case, it was established at trial that during the time in question, we had to have work done on our home because of storm damage. However, the contractor left the Property in poor condition which included leaving contractor's dust throughout the house.⁵ Mr. Norris caught pneumonia and was hospitalized. He was nearly near death at the time of his hospitalization. It was determined by the infectious disease doctor at Johns Hopkins Hospital that Mr. Norris is "immunocompromised because of a kidney transplant." The doctor determined that "he should avoid exposure to areas of active construction or excessive dust" because it "would put him at risk for fungal infections." (Exhibit 15) Mr. Norris temporally moved into a condominium owned by Mrs. Norris until she could rehabilitate the Property at 8616 Inwood Rd. Windsor Mill, MD. During all relevant times, she spent her time between the Property and the condominium. she was painting and cleaning the dust. she was preparing the Property so that her husband, Mr. Norris could safely return. We always had the intent for Mr. Norris to return.
2. After trial, on May 29, 2024, Mr. Norris, had to get another kidney transplant, because the first transplant had failed.

The kidney transplant was at the University of Pennsylvania Hospital in Philadelphia, PA.

He had to stay in Philadelphia for 30 days.

Arrangements were made for him to stay at the Kidney Transplant House in Philadelphia, however one of the rules was that he could not stay there alone.

Ms. Norris therefore had to stay with him. While we were there, we encountered other transplant recipients from across the country as well. Some had to stay 60 days and there were transplant recipients as far away as Germany. Some had lung transplants, and those lung transplant recipients had

⁵ We took the contractor to court. He tried to declare bankruptcy. We petitioned the bankruptcy court in an adversary proceeding and prevailed. Case No. 14-27475-RAG: Adversary No. 15-00051-RAG

to stay at the transplant house for 6 months! Did that make their homes "vacant"? It is our position that it did not, and a pending foreclosure or default would be no exception. *Foley v. Sonoma* speaks to this very issue. We think that this further supports our position and supports the *Foley v. Sonoma* decision that it would be a ridiculous argument that our house was vacant while we were away.

Being away for health reasons, in this case a kidney transplant, is just one of the many reasons people are away from their property and as pointed out in the *Foley v. Sonoma County Farmers' Mut. Fire Ins. Co.* decision, it doesn't make their property "vacant", "abandoned" or "unoccupied". And as pointed out by the Maryland Attorney General, just because a property owner is in default or in foreclosure doesn't give cause for the denial of our rights.

This evidence is of such magnitude that had the court known of it earlier, the outcome would have been different.

This evidence is material and controlling and clearly would have produced a different result if presented before the original judgment.

3. There was also new evidence discovered while we stayed at the transplant house that relevant to this case and another example of why due process is important.

One of the pretexts Safeguard used to declare our Property vacant was that there was a bee hive in front of the house. There were two problems with that. First, and more importantly, Safeguard documentation initially declared our Property "occupied" despite of the beehive, and the pictures prove it. (**Exhibits 1 & SG work order #00440**) Second, there was a reason we left the beehive there, and it was confirmed when we were at the transplant house.

4. While we were staying at the transplant house, we came across a "This Old House" magazine dated Spring 2024. In that magazine was an article about bee hives which supported our

reasons for having an inactive beehive on our Property and therefore did not make our Property vacant. (Exhibit 4G)⁶

If we were allowed due process, we would have been able to explain to the Court why our Property was not unoccupied, vacant or abandoned. More importantly, Maryland's Consumer Protection Law forbids taking possession of property without due process. We would have been able to explain that we care about the environment and that our Property's condition was consistent with accepted environmental practices, as well as cleaning the Property after construction. (Please also see Exhibits 4-4F)⁷

When a default or foreclosure is triggered, PNC hired Safeguard. Safeguard sends its agents out to arbitrarily determine if the Property is "vacant" and/or "unoccupied". If its agents claim the Property is "vacant" or "unoccupied" Safeguard acting as agents for PNC are instructed by PNC and Safeguard in turn instructs its agents to proceed with "property preservation" which includes but is not limited to taking possession of the property.

⁶ This is also important, because when we tried to submit "This Old House" evidence, specifically, expert on why leaves should not be removed from around the trees, because it would kill them which happened here, the Court denied our request to enter it into evidence, because she never heard of "This Old House" although it is a well-respected and renowned organization and is a PBS program.

⁷ Please also see Maryland University's Master Gardener program. We took the contractor to court. He then tried to declare bankruptcy. We petitioned the bankruptcy court in an adversary proceeding and prevailed. Case No. 14-27475-RAG: Adversary No. 15-00051-RAG. We were able to demonstrate the horrible condition he left our Property. Subsequently, Safeguard and PNC come and makes it worse! Then, the Court allowed Safeguard and PNC, over our objection, to tell the Jury a false narrative that we were untruthful on our fee waiver form. This was not only highly prejudicial, the prejudiced outweighed any probative value, and more importantly, it was not the truth. Safeguard also pointed to our empty refrigerator. The refrigerator was empty, because it was not working, and I was thoroughly cleaning the kitchen. The picture shows the refrigerator is clean. It also demonstrates elitism. If people do not have an income, it is not uncommon to find empty refrigerators. However, we kept what little food we did have in our coolers outside in the cold. This is why due process is important. One of those coolers was emptied and was used to drain toilet water into. It was just one of the vile actions they took, because in the process, they flooded the bathroom floor and then used our clothes to sop up the toilet water and then put them in the water in the toilet water in the cooler. (Please see **Exhibit 33 specifically SG 01068, 301056, E-8, E-8a, & Exhibit 30**, Please also see **Exhibits 23-38**) Our Property value also decreased as a result.

BECAUSE THE APPLICABLE LAW WAS KEPT FROM THE JURY, OUR DUE PROCESS RIGHTS WERE VIOLATED.

"Paragraph 14. of the DOT: **Governing Law; Severability**; This security instrument shall governed by Federal law **and the law of the jurisdiction in which the Property is located...**" (ECF 2 exhibit B)

7-113 "Restrictions relating to taking or threatening to take...

7-113 Restrictions relating to taking or threatening to take...

States under Restrictions relating to taking or threatening to take possession of residential property

Under section (b)(1) States that taking or even threatening possession of residential property is prohibited. It continues by detailing what constitutes taken or threatening to take possession

- (i) Locking the resident out of the residential property;
- (ii) Engaging in willful diminution of services to the protected resident; or
- (iii) Taking any other action that deprives the protected resident of actual possession

All of which PNC and Safeguard did and much worse.

Then it states,

(2)(i) "... (ii) a party claiming the right of possession may take possession of residential property from a protected resident **only** in accordance with a **writ of possession issued by a court and executed by a sheriff or constable.**" Emphasis added

Maryland Consumer Protection and foreclosure law is clear. It is unlawful to take possession of the Property without a "Writ of Possession", and this is were not only our due process rights were violated but our privacy was invaded and PNC and its agents Safeguard Properties trespassed and all was unlawful, because the only way for a secured party such as PNC and Safeguard Properties are able to obtain a "Writ" is by a court order. PNC and Safeguard never had a court Order therefore, PNC and Safeguard were not allowed to take possession of our Property.

But for PNC filing for "foreclosure", PNC nor Safeguard Properties would not have any pretext for this property preservation.

However, the Jury was not allowed to consider Maryland's Laws. The District Court Judge absolutely refused, over our objections and our repeated attempts to ask her to do so, to instruct the jury on the law.

We met all the elements that Safeguard agents of PNC and that Safeguard's hires were agents also. PNC's corporate representative admitted under oath that PNC had full control over Safeguard and so did Mr. Edwin Tweisgye of Alpha Business Services, the agent that Safeguard hired to go to our Property to "inspect" it. He testified that he only did what he was ordered to do by Safeguard. What is more egregious here is that Mr. Tweisgye also testified that Appellees sent him back to our Property for "Property Preservation" despite the fact that we had informed them that our Property and personal property was damaged and stolen, etc, and we explicitly asked that he not be sent to the Property again. They knew it was him, because he testified that they informed him about our complaint and even after they knew what he did, they sent him back to the Property at least two more times. This demonstrates they think they can operate with impunity!⁸

Mr. Tweisgye did not give the orders he followed them, and it was obvious that what he did was permitted by Safeguard and PNC, because when it was brought to their attention, they did not stop it. They sent him back to the Property at least two more times.

Safeguard and PNC tried to use "vicarious liability" and "agency" principals as a defense. Both tried to claim that Mr. Twesgye's actions were outside the scope of his employment. However, the high level of control Safeguard and PNC had nullified these claims, but that was not made clear to the jury.⁹

⁸ The Jury did find that the actions were not reasonable, but they blamed Mr. Tweisgye. The jury clearly did not follow the jury instructions or the law. This is another issue for the higher Court. If the Jury instructions were clear, the jury would have had no choice but to find that there was no "vicarious liability" here. Both corporate representatives as well as Mr. Tweisgye testified that PNC and Safeguard had control.

We asked the 4th Circuit for the transcripts. That motion was denied.

⁹ Mr. Tweisgye's name was even removed from the verdict form, but they told the judge after the trial that they laid the responsibility on him.

The Illinois Attorney General "subcontractors perform work as agents of Safeguard....Safeguard's subcontractors perform work pursuant to specific orders from Safeguard" (Exhibit 3 para. 38 & 39)

We therefore did not get a fair trial. The Maryland Court of Appeals of the 4th Circuit affirmed that courts are not above criticism.¹⁰

We hope that the Supreme Court will protect our rights.

¹⁰ ...Court rulings are not above criticism. Criticism keeps us on our toes and helps us do a better job" citing Cooper v. Aaron 358 U.S. 1.24 (1958) Frankfurter J., concurring) ("Criticism need not be stilled. Active obstruction or defiance is barred.") App. 4th Cir., No. 25-1404 April 17, 2025.

REASONS FOR GRANTING THE PETITION

This is of the manifest importance of the constitutional issues involved, and it is in the public interest.

This is a classic case that exemplifies what is continuing to happen throughout the United States. It has long term effects on people and compounds financial struggles and suffering. This issue should not get lost in the sauce because of the many other constitutional cases that are coming before the Court. This is a constitutional crisis as well, and that is why we need protection from these predatory practices, because they can cause irreparable financial and emotional harm especially since the lower Courts despite consumer protection laws to the contrary refuse to do so. And in support, state the following:

First, we ask that before you make a decision you look at our curtesy copy of the pictures of what was done to our home. (Starting at **Exhibit 23**) This and worse is happening to many citizen's homes in this country and these companies and corporations are being allowed to get away with it. In summary, we have arranged Safeguard's own pictures to show what the Property looked like on October 24, 2017 when Respondent's entered the home, compared that to what Respondent's did to the home on October 24, 2024, and our clean up to try to reverse the damage that was done on December 1, 2017. We have also included some of our own pictures. We call them "before and after".

It is important to note here that Safeguard also engaged in the same illegal conduct at Ms. Norris' condominium as well. (please also see Federal Rules of Evidence violations herein pg. 34)

Second, the Illinois Attorney General's Complaint as a reference. It describes in detail what happens to people and the same happened to us. (We have attached a courtesy copy **Exhibit 3**)

Third, the Maryland Attorney General states in pertinent part,

"Even when a home is in default or foreclosure, lenders and their agents must still comply with state law and respect the rights of homeowners and occupants...." (**Exhibit 1A**)

Fourth, the Maryland's Home Ownership Preservation Task Force stated the reason they enacted these consumer protection laws.

Maryland pays a substantial cost for rising foreclosure rates. Families lose their homes, are uprooted and their lives disrupted. Their ability to obtain credit suffers and many families' chief asset, the equity in their homes, is lost. In addition, lenders lose money and employees in the mortgage industry are in danger of losing jobs as lenders reel from the weight of defaulting loans.

THE FOURTH CIRCUIT IN CONFLICT WITH ITS OWN RULING

The Fourth Circuit did not apply the same standard to this case that it did in the Abrego Garcia v. Kristi Noem

If it had our appeal should have been granted.

Conservatives love to invoke the civil rights cases when it suits them as did Wilkinson of the Fourth circuit in the Abrigo decision. (Brown v. Board of Education and Eisenhower on pg. 6)

What is galling is that these constitutional rights that were extended to immigrants only because of the our hard fought battles during the civil war and the civil rights movement. Yet, they are not applied to us. Where is the judicial branch protecting these rights as well. Especially Wilkinson since he wrote the Order and the decision of this case as well. It is the height of hypocrisy.

The Dr. Martin Luther King, Jr. quote that applies here is,
"Injustice anywhere is a threat to justice everywhere. We are caught in an inescapable network of mutuality, tied in a single garment of destiny. Whatever affects one directly, affects all indirectly."

— Martin Luther King Jr., Letter from the Birmingham Jail

We sought fairness and justice. Unfortunately, we did not get either. This is what the Fourth Circuit conveniently ignored.

Judge Wilkinson of the fourth circuit, with whom King and Thacker joined, stated in their decision that with great power comes great responsibility and that great power needs "restraint" and it detailed the

consequences for the lack of “restraint” in upholding our constitutional rights. (pg. 5) App. 4th Cir., No.

15-1404 April 17, 2025

Although they were talking about the restraint of the government, we submit that the “restraint” of powerful corporations is just as important to our “constitutional order”.

It was a shot heard around the world. It was widely reported. It laments about how the judicial branch is important to uphold constitutional rights, however, here the judicial branch, and it failed to hold itself to the same standard, and in this case, it failed to uphold our constitutional rights. It is like the pot calling the kettle black.

Allowing these powerful corporations to operate with impunity “would reduce the rule of law to lawlessness and tarnish the very values for which Americans of diverse views and persuasions have always stood.”

Many of these corporations especially banks think they have the absolute right to do what they want despite the laws to the contrary, and because they are “too big to fail” the courts and the government have allowed them to do so.

“...Means are entrusted to all of government, but most especially to the Judiciary by the Constitution itself.” *Id.*

The Fourth Circuit failed to apply the same standard in this case as they did in and as a result, it is in conflict with its own decision.

Miscarriage of justice

Our personal property is stolen, damaged, and/or trashed. In our case, possessions that have taken years to accumulate all gone in a flash, not from some natural disaster, but from some callus companies all to make money off the backs of our misfortune. What’s worse is these corporations are using HUD regulations to hide behind the law. However, HUD specifically prohibits these practices. Yet, they engage in them anyway.

PNC is a “too big to fail” bank. With great power comes great responsibility. PNC’s actions are in the public interest. According to Wikipedia, “PNC Bank ranks as one of the largest banks in the United States by asset size, currently holding the **7th position** among U.S. banks.”

No corporation, especially a bank, should be allowed to operate with impunity. PNC and its agent Safeguard Properties violated our constitutional rights and violated the law, and what is worse is that they are not alone. Along with PNC and Safeguard Properties are other banks and other so called “property preservation” companies doing this throughout the United States.

North American bank

pnc.com

“The PNC Financial Services Group, Inc. is an American bank holding company and financial services corporation based in Pittsburgh, Pennsylvania. Its banking subsidiary, PNC Bank, operates in 27 states and the District of Columbia, with 2,629 branches and 9,523 ATMs. PNC Bank is one of the largest banks in the US by assets and is one of the largest banks by number of branches, deposits, and number of ATMs. The company also provides financial services such as asset management, wealth management, estate planning, loan servicing, and information processing ...”

Type Public

Traded NYSE: PNC, S&P 500 component
as

Industry Banking, Investment banking, Financial services

The Illinois Attorney General states that Safeguard Properties is “the nation’s largest privately-held mortgage field services provider.” (**Exhibit 3 pg. 3 para. 11**)

“Despite these legal protections, Safeguard has ignored and severely curtailed the rights of occupants of at-risk properties, properties in foreclosure, and REO properties by illegally breaking into homes, removing occupants’ personal property, locking out occupants, turning off utilities for legally occupied property, refusing to allow re-entry into these properties, and making coercive and deceptive representations to legal occupants” (*id.* **Para.25**)

Safeguard's predatory practices are encouraged by financial incentives. According to the Illinois Attorney General, "for each task Safeguard performs, Safeguard collects a pre-determined flat fee payment. For example, Safeguard often charges around \$12 to determine whether a property is occupied or vacant. However, if Safeguard determines that a property is vacant, Safeguard may then charge substantially larger fees for "securing" the home, such as \$100 to board up the doorway, \$40 for padlocking the entrance, \$60 for changing a lock, \$75 to shut off utilities, \$185 for winterizing the home, \$35 per cubic yard for trash removal, and \$120 for removing a car." (*id.* Para. 30)

We are petitioning this Court to stand up for our constitutional rights no matter who it is that is violating them, and therefore instruct the lower courts to do so as well.

Just think about what this Court would be approving. That a private company can arbitrarily declare a citizen's property "vacant", "abandoned", and/or "unoccupied" and violate the sanctity of a citizens' home, the castle doctrine, just because that citizen is in default, come in and remove a homeowner's personal property and take possession of that property whenever it deems to do so without due process, trespassing and violating our constitutional right to privacy as well.

We move this Court to grant this petition, because it is a question of exceptional importance. What is considered "vacant", "abandoned", and or "unoccupied".

EQUAL PROTECTION UNDER THE LAW

We petitioned the Court to use the definition of *Foley v. Sonoma County Farmers' Mut. Fire Ins. Co.* (18 Cal. 2d 234) for "vacant" and "occupied". This decision conflicts with or is not addressed with the decisions of the 4th circuit which states in pertinent part:

[2] A dwelling may be unoccupied even though it is not vacant; the terms are neither synonymous nor complementary. They are used in the present clause as alternatives and not in conjunction. **The term "vacant" is associated with removal of inanimate objects from a dwelling; the term "unoccupied" is associated with the abandonment of that dwelling as a customary abode by its former occupants.** (See [18 Cal. 2d 235] cases collected in 43 Words and Phrases (Perm. Ed.) 344-355; 26 Corpus Juris 213; 14 R. C. L. 1103.)

In the present case the question of vacancy **does not** arise as there was no removal of inanimate objects from the dwelling. The occupants left their furniture and furnishings intact, thus corroborating their avowed intention of returning to them within a few days.

[1b] Recognizing the dynamic relationship of human beings to their dwellings, **courts throughout the country** have held that temporary absence of the occupants does not render a dwelling unoccupied. "To constitute occupancy of a dwelling house, it is not essential that it be continuously used by a family. **The family may be absent from it for health, pleasure, business or convenience, for reasonable periods, and the house will not, on that account, be considered as vacant or unoccupied.**" (*Moody v. Amazon Ins. Co.*, 52 Ohio, 12 [38 N.E. 1011, 1013, 49 Am.St.Rep. 699, 26 L.R.A. 313].) "A mere temporary absence of the occupants from the premises, **there being an intention to return**, will not render the building unoccupied, so as to void the policy." (*Republic Ins. Co. v. Watson* (Tex. Civ. App.), 70 S.W. (2d) 441, 443.) "The authorities **without a single exception agree** that a dwelling house will not be regarded as occupied unless it is the home or dwelling place of some person living and sleeping there habitually, not every night, but usually and ordinarily, who when **temporarily absent**, returns to it as a place of abode." (*Continental Ins. Co. of New York v. Dunning*, 249 Ky. 234 [60 S.W. (2d) 577, 579]. See also, *Snyder v. Fireman's* [18 Cal. 2d 236] *Fund Ins. Co.*, 78 Iowa, 146 [42 N.W. 630, 631]; *Hill v. Ohio Ins. Co.*, 99 Mich. 466 [58 N.W. 359]; *Herrmann v. Adriatic Fire Ins. Co.*, 85 N.Y. 162, 167 [39 Am. Rep. 644]; *Williams v. Pioneer Co-op. Fire Ins. Co.*, 183 App. Div. 826 [171 N.Y. Supp. 353, 355]; *Smith v. Aetna Ins. Co.* (Mo. App.), 269 S.W. 682, 685; *Home Fire Ins. Co. v. Peyson*, 54 Neb. 495 [74 N.W. 960]; cf. *Kinneer v. Southwestern Mutual Fire Assn.*, 322 Pa. 100 [185 Atl. 194]; *Hudson Ins. Co. v. McKnight et al.* (Tex. Civ. App.), 58 S.W. (2d) 1088.) emphasis added¹¹ *Foley v. Sonoma County Farmers' Mut. Fire Ins. Co.*, 18 Cal.2d 232 (1941)

This is the jury instruction that should have been given to the jury, because this Opinion employs logic and common sense and put the issues into context. More importantly, the decision explicitly states that courts **"throughout the country...without a single exception agree..."**

Unfortunately, over our objections the Court did not instruct the jury on this law. We feel that this should be the law of the land to protect our rights. We, the citizens of the fourth circuit should get equal protections as the 9th circuit and the courts have done "throughout the country" therefore Maryland law should align with the *Foley* decision If not, it undoubtedly will continue to do irreparable harm.

For instance, there are 535 members of congress. Most of them have more than one Property. At least a Property in their district and a Property in in the District of Columbia. They spend between 147-165

¹¹ The Fourth Circuit should adapt this opinion also. Maryland and most recently Baltimore County has adapted similar definitions.

legislative days per year in the District of Columbia. Does that make their Property in their districts "vacant", and/or abandoned." If it makes it "unoccupied" is that a valid reason for violations of their constitutional rights? (both Properties are apparently furnished as well) As the Foley opinion correctly states, there are many reasons a person is away from their home. Health, as in this case, is named as one of them. Being a caregiver to our parents or spouse is another. Do we give up our constitutional rights just because we are away from our homes for an extended period of time? We say no. This cannot stand.

Safeguard's "unoccupied" designation cannot stand either.

The Illinois Attorney General identifies the problem: "Safeguard takes advantage of instances where legal occupants are momentarily out of the house by using such opportunities to break into the home, winterize the property, remove personal items, and/or change the locks." This is the same thing that happened to us. A person could be at work, or gone to the grocery store, to the library, etc. By Safeguard's view, that would make your home "unoccupied" and if its agents knock on the door, and no one answers that is the pretext needed to enter a person's home. (Please see Safeguard picture of hand knocking on the door, **Exhibit 8**)

This Court is charged with upholding our rights, we implore you to do so.

- Federal Rules of Evidence Violations

We deserve equal protection under the law. One standard cannot be for one party and a different standard, as in this case, for the other.

For example, Respondents were allowed to introduce evidence from another case. Yet, we were not allowed to introduce the evidence from that same case. Amanda Norris sued the contractor that tore up our house in an adversary proceeding in bankruptcy court prior to this case. (This was the reason Mr. Norris had to leave, because this contractor left dust everywhere, and as explained above, he was admitted into the hospital literally near death. He therefore had to stay at Ms. Norris' condominium unit, another connection which will be explained later. While he was staying at the unit, Amanda Norris was staying at

both the condominium and the Property in question to clean it up so that Mr. Norris could safely return.)

The problem that is at issue is that Respondents were allowed to falsely claim that Ms. Norris was untruthful on one of the filings. However, we were not allowed to introduce into evidence in this case a picture of the front door in the foyer. This is a problem because this picture was allowed into evidence in the advisory case.

2. If Respondents were allowed to introduce evidence from the adversary case that benefited them even though it was more prejudicial than probative, which is also against Federal Rules of Evidence, why were we not allowed to introduce the picture into evidence that showed what the property looked like prior to the illegal entries by the Respondents?
3. If the picture was allowed into evidence in the adversarial case, then it should have been allowed in this case especially when the adversarial case was allowed to be brought before the jury. (please look at the front door picture and you will see why it was important. **Exhibit 22, Before & After Pictures** The front door picture clearly shows that Ms. Norris' work ids were hanging from the door knob, and the foyer was clean. If you look at Safeguard's own pictures you will see that the id's are now thrown in the floor across a box, and the foyer has household items thrown everywhere. Because the jury was not allowed to see it, the jury did not get the complete picture which was unduly prejudicial to us. If the picture was allowed in the adversarial case, and the jury was allowed to hear about that case, then the picture of the door should have been allowed in this case as well.
4. The condominium: Federal Rules of Evidence should have allowed us to talk about admitted evidence, (please note to add insult to injury, this was evidence that Respondents admitted) but in this case, we were not, and as a matter of fact, the court got extremely angry in front of the jury when we tried and refused to allow us to do it. Then the district court judge sent the jury out. This was also extremely prejudicial to our case

and yet another piece of the puzzle we were not allowed to put before the jury because it would have benefited us. (Respondents had admitted BGE bills from the condominium. But what the BGE bills showed was that Safeguard had again acted illegally when it came into our condominium as well and took over the BGE bills. When Ms. Norris pointed out that Safeguard's name was on the BGE bills when questioned by the Safeguard attorney, it caused a whole brew ha ha. She actually, just said look at the name on the BGE bills. Although these BGE bills were in evidence and clearly showed that Safeguard again acted contrary to the law by claiming that the condominium was "vacant" as well, and then took over the BGE bills, the court admonished Ms. Norris instead and angrily accused her of being calculated". But what was "calculated" and insidious is was what Respondents did next. Later Respondents tried to use a pretext and deceive the court to remove the BGE bills from evidence, but they failed. Respondents apparently realizing that and other evidence that the court did not allow us to testify to was in fact, in evidence, tried to remove that evidence with a Motion to Withdraw Certain Trial Exhibits under the pretext that it wanted to do so to comply with the court's rulings and as to not confuse the jury! (ECF 256) We objected to them being removed, and they are still part of the evidence.

- The Jury's Verdict was Inconsistent with the Law

The Jury's verdict cannot be upheld, because it was inconsistent with the law. It was against the clear weight of the evidence and according to *Minter v. Wells Fargo Bank* that is enough for a new trial especially when looking at it in the light most favorable to the proponent. *Minter v. Wells Fargo Bank*, No. 13-2131, 2014

The Jury determined that the property preservation was "unreasonable", but apparently determined that there was no breach of contract. According to the terms of the Deed of Trust that is

wrong. It is clear in the DOT that the actions have to be "reasonable". If the actions were "unreasonable" that is a Breach of Contract and vicarious liability should not have applied here.

I. BREACH OF CONTRACT

Respondents claim that we agreed to inspection by signing the Deed of Trust. It cites paragraph 5 which states,

"Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take **reasonable** action to protect and preserve such vacant or abandoned Property.

It is clear the actions of the lender have to be "reasonable". Vicarious liability cannot apply here for several reasons that the jury ignored.

First, the Deed of Trust explicitly states that the "Lender" is responsible.

Second, Mr. Trwesige's name did not appear on the verdict sheet.

Third, the reason is that it was clearly established at trial that it was PNC and Safeguard that had control.

Fourth, the phone calls on the CD, the customer service representatives say that they were following orders of their client, and they always had Ms. Norris wait until they called their client to get permission give her the lock box code for example, and who was their client? PNC

Fifth, PNC's corporate representative testified that PNC had the control, because permission had to be gotten from them, and Mr. Trwesige' testified that he only did what he was told by Safeguard.

If Respondent PNC was in Breach of Contract then it follows that both Respondents invaded our privacy and trespassed.

II. TRESPASS

"There is no doubt of the general principal that where a person has a special privilege or authority to enter upon the premises of another to seize goods, or do other acts, and exceeds his authority, by doing what he was not authorized or justified in doing, he becomes a trespasser ab initio. All his subsequent acts are trespasses, and he is in the same position as if he was a perfect stranger acting without any color of excuse or justification." Brazero v. Hudson

In a trespass action, because the inference must be without the plaintiff's consent, consent, either express or implied, constitutes a complete defense, so long as the scope of that consent is not exceeded.

It is clear that Safeguard and PNC did "exceed his authority". Under no circumstances did we authorize Safeguard or PNC to do what it did, and it is clear that Safeguard's and PNC's actions were not justified. By no stretch of the imagination would that not be true. As a matter of fact, not only did we not authorize Safeguard and PNC's initial actions, on or about October 21, 2017, October 24, 2017 and October 25, 2017, on or about October 26, 2017, we contacted both and demanded that it stop any subsequent actions and only issue a drive by order, and both agreed.

...by continuing to stay after being asked to leave, the reporters exceeded the scope of any consent, even if the reporters did not commit a trespass in entering the room. See Mistral, Inc. V. CBS, 61 A.D. 2d 491, 402, N.Y.S. 2d 815 (1978) (upholding liability of television station for trespass where news crew was sent into a public restaurant with camera "rolling" and failed to leave when the restaurant manager requested them to do so). Mitchell v. Baltimore Sun

But literally just one day later, Safeguard and PNC did enter the Property again on October 28, 2017. Although we had a scarecrow on the door for Halloween, and the lock box was removed, these same companies used the key that apparently was in its possession, because we did not give it a key, to just walk in the door. (Safeguard Properties Front door picture #00526)

On or about November 14, 2017, we were contacted to verify that the demand would be honored. (please see phone calls, call #15) However, it was not. Safeguard did again on or about December 1, 2017, change the locks. And again, although the second lock box and therefore the keys were removed, on December 18, 2017. Safeguard's own documents verify this. And these same documents show that there was a bid to put another lock box on the Property.

In addition, we were in constant contact with both. We were going through the Loss Mitigation process and even had a housing counselor. We were promptly responding to mail both sent and posted to the Property address. Furthermore, unlike in *Pruitt v. Wells Fargo* both cited as justification that it did not trespass, we did not file for bankruptcy.

III.

INVASION OF PRIVACY/INTRUSION UPON SECLUSION

"Intrusion upon seclusion" is the intentional intrusion upon the solitude or seclusion of another or his private affairs or concerns that would be highly offensive to a reasonable person. *Mitchell v. Baltimore Sun* (please also see comment on Safeguard call #18 "sorry for the invasion")

All of the statements and exhibits herein shows clearly that the acts of Safeguard and PNC were "intentional...and would be highly offensive to a reasonable person."

Furthermore, our statements cited herein meets all the necessary elements.

- The defendant (the person being sued) intentionally invaded the Plaintiff's privacy.
- The intrusion would be highly offensive to a reasonable person
- The intrusion was on a private matter of the Plaintiff's.
- The intrusion caused the plaintiff emotional anguish or suffering.

Lougee Conservancy et al v. CitiMortgage, Inc. et al. 48 A.3d 744 (212) states,

...An individual is not required to own or live on a premises to be considered its "occupant" or to maintain an expectation of privacy with it. See knight v. Penobscot Bay Med. Ctr., 420 A.2d 915, 917-18 (Me. 1980)

*...see also, e.g., United States v. Lyons, 898 F. 2d 210, 212-13 (1st Cir. 1990) noting that, for purposes of the Fourth Amendment, placing items in a storage unit manifests a desire to keep them from the public which gives rise to an expectation of privacy)...In these situations, the physical occupancy necessary to maintain a claim for invasion of privacy can be established by virtue of private, personal possessions rather than physical presence because the owner maintains a personal privacy interest in the possession even when not physically present...*¹²

However, unlike in this case, CitiMortgage prevailed on summary judgment because of the issue of intent. The Court found that CitiMortgage did not intend to intrude on anyone's privacy, because the entry into the Property was a mistake.

The record shows that in this case, the entries were intentional. As already stated herein, not only was the Property found to be "occupied" prior to the entries, we repeatedly informed both that the Property was not vacant or abandoned that it was in fact owner "occupied", there was evidence at every entry that the Property was not vacant, abandoned, or unoccupied.

It was intentional that both repeatedly changed the locks. (**Exhibit 23** 'Front Door')

- Repeatedly drilling a hole in the same front door at the same Property was no accident.
- Repeatedly opening a new box with a new lock in it for the same door at the same Property was no accident.
- Repeatedly putting a lock box on the same door at the same Property was no accident.

It was intentional that Safeguard and PNC repeatedly entered and winterized the Property. (**Exhibits 36 & 37** 'Winterize & Winterizing Again!')

¹² The jury instructions did not include this. If it had, the outcome would or should have been different.

- Repeatedly pouring antifreeze down the drains of the same sinks at the same Property was no accident.
- Repeatedly pouring antifreeze down the same 3 toilets at the same Property was no accident.
- Repeatedly, draining the same 3 toilet bowls at the same Property was no accident.
- Repeatedly, draining the same water heater was no accident.
- Repeatedly, cutting off the water was no accident.

It was intentional that both cut our water hose and used it repeatedly to drain our water heater.

(Exhibit 31 Pictures of basement)

It was intentional that both entered the Property riffled through our clothes and our clothes were pulled out of our dresser drawer and thrown on the floor. **(Exhibits 29,33,34 pictures of bedrooms)**

It was intentional that both took a piggy bank out of the closet, broke it and stole the money.

(Exhibit 29 pictures of Bedroom 1)

It was intentional that both pulled our fine china and stemware out of the closet and stole and broke them. **(Exhibits 25 & 26 pictures of foyer & family room)**

It was intentional that valuables such as our jewelry was stolen.

It was intentional, vile and disgusting, that both drained toilet water in our cooler and took our clothes and put them in the toilet water while using them as rags. **(Exhibits 30, 33 pictures of 'Clothes/Towels') etc.**

Furthermore, Safeguard admits that it was a beneficiary of the contract. The more properties Safeguard "preserves and protects", the more Safeguard gets paid.

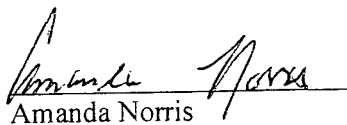
As another example, the District Court Judge absolutely refused to instruct the Jury on the law despite our repeated objections.

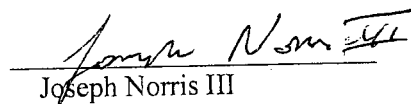
It is not a fair fight when the Court ties our hands behind our backs and we were gravely prejudiced as a result.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,


Amanda Norris


Joseph Norris III

Date: December 29, 2025