

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>ROSLYN PORTER,</b>	:	<b>CIVIL ACTION</b>
	:	
<b>Plaintiff,</b>	:	<b>NO. 03-03768</b>
	:	
<b>v.</b>	:	
	:	
<b>NATIONSCREDIT CONSUMER</b>	:	
<b>DISCOUNT COMPANY, et al.,</b>	:	
	:	
<b>Defendants.</b>	:	

Stengel, J.

November 14, 2006

This lawsuit arises from the terms of a loan agreement to mortgage Plaintiff's home and specifically concerns whether she purchased credit life insurance during the transaction. After three and a half years of litigation, only two narrow issues remain: (1) whether Plaintiff signed an affirmative request for single life credit insurance as required by the Truth in Lending Act 15 U.S.C. § 1601, *et seq.* and (2) whether Defendant complied with the Pennsylvania Unfair Trade Practices and Consumer Protection Law 73 PA. CONS. STAT. § 201-1, *et seq.*, which protects consumers from unfair trade practices.

See Porter v. NationsCredit Consumer Discount Co., No. 03-03768, 2006 U.S. Dist.

LEXIS 14925 (Mar. 31, 2006).

**FINDINGS OF FACT**

1. Plaintiff Rosyln Porter ("Plaintiff") brought this suit alleging violations of the federal Truth in Lending Act, 15 U.S.C. § 1601, *et seq.* (the "TILA"), the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. § 1639(a) ("the HOEPA"), and the Pennsylvania Unfair Trade Practices and Consumer Protection

Law, 73 PA. CONS. STAT. § 201-1, *et seq.* (the "UTPCPL").

2. Defendants are NationsCredit Consumer Discount Company ("NCCDC"), now known as NationsCredit Financial Services Corporation ("NCFSC"), Bank of America, N.A., NationsCredit Consumer Corporation ("NCCC"), NationsCredit Insurance Corporation ("NCIC"), and NationsCredit Insurance Agency, Inc. ("NCIA"), and Fairbanks Capital Corporation, now known as Select Portfolio Servicing, Inc. (collectively the "NationsCredit Defendants").<sup>1</sup>
3. Plaintiff attended John Bartram High School and graduated from Harcum Junior College in 1976. Porter Test. Sept. 11, 2006 p. 105. Plaintiff's major at Harcum College was Executive Secretary. *Id.* Sept. 12, 2006 p. 63.
4. Plaintiff currently resides at 7110 Grays Avenue, Philadelphia, Pennsylvania. *Id.* Sept. 11, 2006 p. 66.
5. Plaintiff has resided at 7110 Grays Avenue for her entire life, with the exception of 1978-1982 when she resided with her husband in Lindenwold, New Jersey. *Id.*
6. Plaintiff married in 1978 and divorced in 1999. *Id.* pp. 66-67.
7. During the marriage, her husband took care of all the household finances, including writing checks and paying bills. *Id.* p. 67.
8. In 1982, Plaintiff inherited title to 7110 Grays Avenue after her mother's death. *Id.* At this point in time, she moved back to the property with her husband. *Id.*
9. Plaintiff is currently the sole owner of the property at Grays Avenue. *Id.* 106.
10. In October 1997, Plaintiff took out her first mortgage on the Grays Avenue property through Associates Consumer Discount Company ("Associates.".)
  - a. Plaintiff applied for the loan in her own name and her husband was not involved in the transaction. *Id.* p. 107.
  - b. On October 10, 1997, Plaintiff executed a mortgage with Associates. *Id.* p.

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<sup>1</sup> Defendant Protective Life Insurance Company ("Protective Life") was dismissed from the case pursuant to counsel's Rule 41 motion, which was granted orally at the bench trial on September 12, 2006. *See* Order, November 1, 2006 (Document No. 187).

109; Defs' Trial Ex. 2.

- c. The Associates mortgage included a premium for single credit life insurance in the amount of \$1,453.82. Defs' Trial Ex. 2.
11. Plaintiff decided to seek out a loan with a lower monthly rate after learning that NationsCredit Defendants offered one sometime in 1997 or 1998. Porter Test. Sept. 11, 2006 pp. 70-72.
12. Plaintiff contacted NationsCredit Defendants over the telephone and requested a loan with a lower rate than she currently had with Associates. Id. p. 72.
13. At the request of NationsCredit Defendants, Plaintiff faxed documentation to their office including pay stubs, a copy of the deed, and information about the Associates loan. Id. p. 73.
14. During the loan application process, Plaintiff told an unidentified representative from Nationscredit Defendant that she did not want credit life insurance. Id. p. 74.
15. Closing for the NationsCredit loan occurred on March 26, 1998 when Plaintiff went to NationsCredit Defendant's office in Bensalem to meet with an unidentified female agent to sign the loan paperwork. Id. p. 75.
16. Someone had completed the loan paperwork before Plaintiff's arrival. The closing agent asked Plaintiff to sign the loan documents. Plaintiff did not have a conversation with the representative about the loan paperwork. Id. pp. 76-77
17. Plaintiff did not request additional time to review the loan documents prior to signing them. Id. Sept. 12, 2006 p. 35.
18. The amount of the NationsCredit loan was \$33,126.05. Id. p. 7.
19. Plaintiff received a reimbursement check in the amount of \$2,084.36 after executing the loan. Id. pp 20-21; Defs' Trial Ex. 19 at 1604.
20. Plaintiff signed the following documents at the closing.
  - a. Plaintiff signed the Authorization and Notice Disclosure. Porter Test. Sept. 11, 2006 p. 117; Defs' Trial Ex. 8.

- b. Plaintiff signed the Good Faith Estimate. Porter Test. Sept. 11, 2006 p. 118; Defs' Trial Ex. 9.
  - c. Plaintiff signed the Broker Fee Agreement. Porter Test. Sept. 11, 2006 pp. 118-19; Defs' Trial Ex. 10.
  - d. Plaintiff signed the Loan Information Disclosures. Porter Test. Sept. 11, 2006 p. 120; Defs' Trial Ex. 11.
  - e. Plaintiff signed the Servicing Disclosure Statement. Porter Test. Sept. 11, 2006 pp. 120-21; Defs' Trial Ex. 12.
  - f. Plaintiff signed the Disbursement Statement, which acknowledged receipt of \$2,084.36. Porter Test. Sept. 11, 2006 p. 126; Defs' Trial Ex. 14.
  - g. Plaintiff signed the Notice of Right to Cancel. Porter Test. Sept. 11, 2006 p. 127; Defs' Trial Ex. 15.
  - h. Plaintiff signed the TILA Disclosure Statement. Porter Test. Sept. 11, 2006 pp. 128-29; Defs' Trial Ex. 16.
  - i. Plaintiff signed the promissory note for the loan. Porter Test. Sept. 11, 2006 pp. 129-31. Defs' Trial Ex. 17.
  - j. Plaintiff signed the mortgage. Porter Test. Sept. 11, 2006 pp. 131-132. Defs' Trial Ex. 18.
  - k. Plaintiff signed the HUD 1A Settlement Statement. Porter Test. Sept. 12, 2006 p. 6; Defs' Trial Ex. 19.
  - l. Plaintiff signed an application for credit life insurance. Porter Test. Sept. 12, 2006 p. 8; Defs' Trial Ex. 21.
21. Plaintiff affirmatively requested credit life insurance.
- a. On March 26, 1998, Plaintiff signed her name next to a line titled "I want single credit life insurance" on the first page of the TILA Disclosure Statement. Porter Test. Sept. 11, 2006 pp. 128-29; Defs' Trial Ex. 16.
  - b. The TILA Disclosure Statement included a premium for \$3,281.98 for

single credit life insurance next to Plaintiff's signature requesting this insurance. Defs' Trial Ex. 16.

- c. Plaintiff also signed her name on the second page of the TILA Disclosure Statement to authorize disbursements, including \$3,281.98 to insurance company for single life premium. Defs' Trial Ex. 16.
- d. Plaintiff testified that she understood these disbursements to be for the insurance company and for the "insurance company for single life premium." Porter Test. Sept. 11, 2006 p. 129.
- e. Even the unsigned copy of the TILA Disclosure Statement that Plaintiff took home with her includes a premium charge for single credit life in the amount of \$3,281.98 for a term of 180 months. Id. p. 102.
- f. When reviewing the loan documents at home, Plaintiff read the disclaimer on the TILA Disclosure Statement that "Credit life insurance, credit disability insurance and credit unemployment insurance are not required to obtain credit." Id. pp. 101-02.
- g. Plaintiff also signed the HUD 1A Settlement Statement, which includes a \$3,281.98 premium for 15 years of credit insurance with Protective Life Insurance. Porter Test. Sept. 12, 2006 p. 6; Defs' Trial Ex. 19 line 904.
- h. If Plaintiff had read the HUD 1A Settlement Statement at the time of the closing, she would have realized that she was being charged for credit life insurance. Porter Test. Sept. 12, 2006 p. 53.
- i. Plaintiff acknowledged that she received a Credit Life Insurance Certificate at the closing, which included a premium of \$3,281.98 for single life credit insurance. Porter Test. Sept. 12, 2006 p. 7; Defs' Trial Ex. 20.
- j. Plaintiff signed an application for credit life insurance, which included a premium of \$3,281.98 for single life credit insurance. Porter Test. Sept. 12, 2006 p. 8; Defs' Trial Ex. 21.
- k. The application for credit life states: "You further understand: (1) the insurance is not required or needed in order to obtain the loan; (2) you have the option to purchase insurance from any insurer or agent of your choice." Defs' Trial Ex. 21.

22. Before Plaintiff signed the loan documents, the NationsCredit closing agent gave Plaintiff a copy of the unsigned documents to take home with her. Porter Test. Sept. 12, 2006 pp. 25-26.
23. NationsCredit Defendants did not refuse to give Plaintiff signed copies of the loan documents. Porter Test. Sept. 12, 2006, pp. 26-27. It is their standard practice to provide copies of signed documents upon the borrower's request. LaSanta Test. Sept. 12, 2006 p. 133.
24. Plaintiff knew that the unsigned documents she took home with her were copies of the documents she had signed at the closing. Porter Test. Sept. 12, 2006 p. 46. Her attempts to deny this are not credible.
25. Plaintiff read over the documents at home. Porter Test. Sept. 11, 2006 pp. 101-102; Sept. 12, 2006 p. 17.
26. Plaintiff knew that she had a right to cancel the loan transaction without cost within three days of March 26, 1998, the date of the loan transaction. Porter Test. Sept. 11, 2006 pp. 101, 127; Defs' Trial Ex. 15.
27. Plaintiff did not want to cancel the loan. *Id.* p. 27.
28. Plaintiff executed a loan in the amount of \$33,126.05 on March 26, 1998, including a \$3,281.98 premium for single life credit insurance.
29. After Plaintiff obtained the mortgage, Plaintiff received a "Blue Card" from Mortgage Management Specialists. Defs' Trial Ex. 23 Aff. Honowitz ¶¶ 3, 5.
30. The Blue Card addressed to Plaintiff stated: "Our company records indicate that you have not taken advantage of our low cost Mortgage Insurance that would cover your home loan with Nationscredit. Our unique program would pay off your home *if you die*, and make your mortgage payments if you *became disabled!* Upon death of either spouse, your loan of \$64,667 would be paid off. Pl.'s Trial Ex. 3. (Emphasis in original).
31. The return address on the business reply blue card listed Mortgage Management Specialists, not NationsCredit Defendants. Defs' Trial Ex. 25.
32. Mortgage Management Specialists is not affiliated with NationsCredit Defendants.

Aff. Honowitz ¶ 2.

33. Mortgage Management Specialists receives information on prospective customers from various sources including the clerk of court or by personally reviewing court documents to determine who recently obtained mortgages. Id. ¶ 4.
34. Mortgage Management Specialists sells individual mortgage protection, which pays off the individual policy owner but does not sell credit life insurance, which pays off the balance of the loan to the mortgage company. Id. ¶ 2; Honowitz Test. Sept. 11, 2006 p. 53.
35. Plaintiff defaulted on the NationsCredit loan and owes Defendants \$55,834.22. Stipulation and Order, Sept. 22, 2006 (Document 182).

### **CONCLUSIONS OF LAW**

1. Plaintiff voluntarily executed a loan in the amount of \$33,126.05 on March 26, 1998 with NationsCredit Defendants.
2. As part of the loan closing, Plaintiff signed several documents that evidence her affirmative request for single life credit insurance.
3. The documents, including a TILA Disclosure Statement, HUD 1A Settlement Form, Application for Credit Life Insurance, and Credit Life Insurance certificate, indicate that Plaintiff's loan included a \$3,281.98 premium for single credit life insurance.
4. NationsCredit Defendants did not make any affirmative misrepresentations about the loan that Plaintiff relied on in executing the loan documents.
5. Plaintiff was aware of her right to cancel the mortgage without cost within three days and chose not to cancel the loan.
6. NationsCredit Defendants did not violate TILA or UTPCPL by charging Plaintiff for single credit life insurance.
7. Plaintiff defaulted on the loan and is liable to NationsCredit Defendants for the counter-claim amount of \$55,834.22.

8. Pursuant to counsel's oral Rule 41 motion at the bench trial on September 12, 2006, the Court dismissed Defendant Protective Life Insurance Company ("Protective Life"). See Order, November 1, 2006 (Document No. 187).

### **DISCUSSION**

NationsCredit Defendants clearly satisfied their disclosure obligations under federal and state law by obtaining Plaintiff's signature. Therefore, I find that Plaintiff voluntarily purchased credit life insurance and is liable to Defendant for the counter-claim.

#### **A. NationsCredit Defendants did not violate TILA.**

Congress enacted TILA as a consumer protection measure to help insure the meaningful disclosure of credit terms and protect against inaccurate and unfair credit practices. 15 U.S.C. § 1601(a) (2006). The Federal Reserve Board is authorized by Congress to prescribe regulations to carry out the purpose of TILA. Id. at § 1604. In response, the board promulgated "Regulation Z," which is set forth in 12 C.F.R. § 226.1, *et seq.* The Third Circuit gives these regulations great weight in interpreting TILA. Ortiz v. Rental Mgmt., Inc. 65 F.3d 335, 339 (3d Cir. 1995).

Under TILA, lenders must include credit life insurance premiums in the finance charge unless the lender meets disclosure requirements. 15 U.S.C. § 1605(b); Krajci v. Provident Consumer Discount Co., 525 F. Supp. 145, 151 (E.D. Pa. 1981) *aff'd*, 688 F.2d 822 (3d Cir. 1982). Regulation Z outlines the necessary disclosures. See 12 C.F.R. § 226.4(d)(1).

In Porter v. NationsCredit Consumer Discount Co., No. 03-03768, 2006 U.S. Dist.

LEXIS 14925 (Mar. 31, 2006), the Court found that NationsCredit Defendants clearly met the first two disclosure requirements in Regulation Z. The Court found that Defendants demonstrated that credit life insurance was not a condition of extending credit, disclosed this fact in writing, and adequately disclosed the premium for the initial term of insurance coverage. Id. at \* 20-26. After partially granting summary judgment to NationsCredit Defendants, only one Regulation Z requirement remains at issue: whether Plaintiff signed an affirmative written request for insurance after receiving the specified disclosures.

Plaintiff essentially argues that prior to signing the loan documents she had stated that she did not wish to purchase credit life insurance. Then, at the signing, Plaintiff simply followed instructions to “sign here, sign here, sign here” without reading the documents in reliance on those prior conversations. While aware that she had a right to cancel, she did not realize she had purchased credit life insurance when reviewing the documents at home because she only received unsigned copies of the paperwork from NationsCredit Defendants.<sup>2</sup> When Plaintiff received the Blue Card, she viewed this as

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<sup>2</sup> Plaintiff points to no authority in TILA or Regulation Z that requires lenders to give borrowers copies of signed disclosure statements. At least one federal court has rejected this theory as a basis for liability under federal law. Ballew v. Assocs. Fin. Servs. Co., 450 F. Supp. 253, 264 (D. Neb. 1976). This court found it immaterial that the borrower did not sign her own copy of the loan disclosure statement because “[t]he signature does not serve a disclosure function; rather, it evidences the plaintiff’s understanding (1) that the insurance was not required, (2) that she is being charged for insurance premiums, and (3) how much she is paying for such premiums.” Id. The court also emphasized that it was sufficient to give the plaintiff a copy of the form and have plaintiff sign the originals. Id. Plaintiff knew she had signed the originals and could note on her copy where she had signed, but this was not required. Id.

further evidence that she had not purchased credit life insurance for the mortgage.

To find in Plaintiff's favor would require this Court to hold against basic contract law principles and case law on Regulation Z. In similar circumstances, other federal courts have found that a signature constitutes an affirmative request for life insurance even though plaintiffs did not request or desire insurance but simply signed where they were told. Kramer v. Marine Midland Bank, 559 F. Supp. 273, 283-84 (S.D. N.Y. 1983)(noting that "[a] literate plaintiff, who presents no real evidence of fraud or duress, may not be allowed in such circumstances to complain that he did not, in fact, want insurance."); Anthony v. Cmty. Loan & Inv. Corp., 559 F.2d 1363, 1370 (5<sup>th</sup> Cir. 1977) (finding that the written disclosure statements protects against oral misrepresentations and that "[c]onsumers must learn to inspect disclosure statements before signing a contract..."). These courts reasoned that the parol evidence rule barred introducing prior or contemporaneous discussions about insurance terms to contradict a plaintiff's signature requesting insurance absent fraud or distress. Id.

Moreover, it is not easy to vault the parol evidence bar by pleading fraud or duress. For example, a federal bankruptcy court in this district held that an illiterate borrower, who did not disclose his illiteracy to the lender's agent, voluntarily purchased credit life insurance when he signed next to a checked box on a TILA Disclosure Statement indicating that he wished to purchase credit life insurance. In re Johnson, No. 05-0341, 2006 Bankr. LEXIS 2133 at \*7 (Bankr. E.D. Pa. July 14, 2006). Before

signing each document, the borrower asked the lender's closing agent what he was signing and the agent answered "it's for the loan." Id. at \*6. The court held that this did not constitute an affirmative representation by the lender that insurance was required and therefore there was no TILA disclosure violation. Id. at \*20-21.

Plaintiff is in the unfortunate situation of many borrowers who do not read and question what documents they sign during loan transactions. At her deposition, Plaintiff testified that she did not sign documents for credit life insurance. Porter Dep. p. 127. However, at trial, Plaintiff identified her signature on several documents. Plaintiff's signature constitutes an affirmative written request for credit life insurance.

First, Plaintiff acknowledged that she signed the TILA Disclosure Statement. Porter Test. Sept. 11, 2006 pp. 128-29. The TILA Disclosure Statement clearly advises that "[c]redit life insurance...[is] not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost..." Defs' Trial Ex. 16. Plaintiff signed the TILA Disclosure Statement beside the line that reads "I want single credit life insurance." Next to this statement and her signature is a premium charge of \$3,281.98 for 180 months. Id. Second, Plaintiff also signed the HUD 1A Settlement Statement, which includes the \$3,281.98 premium for credit life insurance among the settlement charges. Porter Test. Sept. 12, 2006 p. 6; Defs' Trial Ex. 19. Third, Plaintiff also signed an application for credit life insurance that included a premium of \$3,281.98 for single life credit insurance. Porter Test. Sept. 12, 2006 p. 8; Defs' Trial Ex. 21. Finally, Plaintiff

received a Credit Life Insurance Certificate at the closing, which listed a premium of \$3,281.98. Porter Test. Sept.12, 2006 p. 7; Defs' Trial Ex. 20.

As is too often the case in consumer transactions, Plaintiff did not read the documents at the closing but simply signed where requested. In accordance with their standard business practices, NationsCredit Defendants gave Plaintiff copies of all the documents she signed at the closing. Defendants prepared this packet in advance of the closing and therefore, Plaintiff's copies of the documents do not contain her signature. However, if Plaintiff needed help remembering what she had signed, Plaintiff did not request a copy of the signed documents at the closing or later.

Plaintiff reviewed the documents at home. Plaintiff claims that she did not exercise her right to cancel because she didn't realize, from the unsigned copies, that she had purchased credit life insurance. This argument holds little weight, legally or factually. First, there is no legal basis to this argument because it is not a TILA violation to provide a borrower with unsigned copies of the disclosure forms. See ft. nt. 3 *supra*. Second, this argument lacks factual merit because even the unsigned documents reveal that Plaintiff's mortgage includes a \$3,281.98 premium for single credit life insurance. This figure is listed on several documents in Plaintiff's packet including the TILA Disclosure Statement, HUD-1A settlement form, and both the application and certificate for credit life. Finally, Plaintiff herself concedes that if she had read the HUD 1A Settlement Statement at the time of the closing, she would have realized that she was

being charged for credit life insurance. Porter Test. Sept. 12, 2006 p. 53. However unfortunate, this Court cannot release Plaintiff from her contractual obligations because she did not carefully review her loan documents and exercise her right to cancel.<sup>3</sup>

Plaintiff's testimony that she did not realize the "unsigned copies" were in fact copies of the papers signed at the closing is simply not credible.

For similar reasons, receipt of the Blue Card from Mortgage Management Specialists does not override Plaintiff's affirmative request for credit life insurance. The record at trial establishes that NationsCredit Defendants did not send this card. Further, Plaintiff could not reasonably rely on this card as evidence that she had not purchased credit life insurance because so many documents in her closing packet listed a premium of \$3,281.98 for single life credit insurance. The Blue Card is immaterial as Plaintiff's signature on the closing documents constitutes an affirmative written request for credit life insurance.

**B. NationsCredit Defendants did not violate the UTPCPL.**

The UTPCPL protects consumers from unfair trade practices and fraud. Balderston v. Medtronic Sofamor Danek, Inc., 152 F. Supp. 2d 772, 776 (E.D. Pa. 2001), aff'd 285 F.3d 238 (3d Cir. 2002). The statute contains a "catch-all" provision that prohibits all "fraudulent or fraudulent or deceptive conduct which creates a likelihood of

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<sup>3</sup> At trial, Plaintiff testified that "I took the papers home...I glanced at 'em...I didn't think that I had the insurance because I didn't want it. It wasn't signed. I just figured, okay, they put something on there, but when I had already specified that I did not want any kind of insurances..." Porter Test. Sept. 12, 2006, p. 22.

confusion or misunderstanding.” 73 PA. CONS. STAT. § 201-1-2(4)(xxi). The Third Circuit has interpreted the UTPCPL as requiring that a plaintiff bringing a private cause of action “show that he justifiably relied on the defendant's wrongful conduct or representation and that he suffered harm as a result of that reliance.” Tran v. Metro. Life Ins. Co., 408 F.3d 130, 140 (3d Cir. 2005) quoting Yocca v. Pittsburgh Steelers Sports, Inc., 854 A.2d 425, 438 (Pa. 2004). Plaintiff’s claim fails because she cannot show justifiable reliance.

In interpreting the reliance requirement, courts have focused on affirmative misrepresentations by creditors. For example, a plaintiff showed reliance by pointing to the creditor defendant’s affirmative misrepresentations that the debtor would receive lower interest rates, the creditor would fix the debtor’s bad credit, and the debtor’s sign up fee would be used to pay off creditors. Baker v. Family Credit Counseling Corp., 440 F. Supp. 2d 392, 397-98, 413 (E.D. Pa. 2006). Even with an affirmative misrepresentation, some courts have been cautious to distinguish misrepresentations from mere puffery such as telling a borrower that the loan was a “better loan” than the one the borrower already had. In re Johnson, No. 05-0341, 2006 Bankr. LEXIS 2133 at \*25 (Bankr. E.D. Pa. July 14, 2006).

Plaintiff seeks to prove affirmative misrepresentation through the Defendant’s omissions. Specifically, Plaintiff alleges that she stated in her initial conversations that she did not want credit life insurance yet Defendant ignored this request and charged

Plaintiff for this insurance. At most, this oversight is an omission and not an affirmative misrepresentation by the NationsCredit Defendants. Moreover, this misunderstanding is reasonable under the circumstances because Plaintiff's first mortgage with Associates included credit life insurance and Plaintiff provided this paperwork to NationsCredit Defendants in applying for her loan. Plaintiff admitted at trial that she wanted the same loan as she had with Associates with lower monthly payments. Plaintiff further stated that even though she said on the phone that she didn't want credit life insurance, she could see that if NationsCredit "went by the papers" from the Associates loan, they might believe she wanted credit life on the new loan. Porter Test. Sept. 12, 2006 p. 41. Plaintiff conceded that this is now the second time she failed to realize a lender was charging her for credit life insurance, a mistake she also made on her first loan with Associates. *Id.* p. 12. Plaintiff cannot show that the NationsCredit agent affirmatively misrepresented that she was not being charged for credit life insurance.

Even if this Court were to find a material affirmative misrepresentation by the NationsCredit Defendants, Plaintiff's reliance would not be justifiable under these circumstances because the premium charge for credit life insurance was itemized on multiple documents. Plaintiff herself testified that if she had read the HUD 1A Settlement Statement, she would have realized that she was being charged for credit life insurance. Porter Test. Sept. 12, 2006 p. 53. Plaintiff's testimony even suggests that even though she saw the charges, she just figured NationsCredit Defendants had "put

something on there” and she didn’t need to be concerned because she had previously specified that she didn’t want any insurance. Id. p. 22.

Plaintiff also seeks to show reliance by arguing that giving a borrower unsigned paperwork violates TILA. However, as noted above, this standard practice is not prohibited by TILA and does not establish reliance. See ft. nt. 3 *supra*. Plaintiff finally argues that Defendants conspired against Plaintiff by failing to include the charge for credit life on the good faith estimate. However, this is also NationsCredit Defendants’ standard business practice. LaSanta Test. Sept. 12, 2006 pp. 106-07. Additionally, this Court is not persuaded that the failure to include a charge in one location establishes reliance when the charge was so clearly listed in other places.

For the reasons described above, the Court will enter a verdict in favor of NationsCredit Defendants. An appropriate Order follows.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>ROSLYN PORTER,</b>	:	<b>CIVIL ACTION</b>
<b>Plaintiff,</b>	:	<b>NO. 03-03768</b>
	:	
<b>v.</b>	:	
	:	
<b>NATIONSCREDIT CONSUMER</b>	:	
<b>DISCOUNT COMPANY, et al.,</b>	:	
<b>Defendants.</b>	:	

**VERDICT/CIVIL JUDGMENT**

**AND NOW**, this 14<sup>th</sup> day of November, 2006, following a bench trial on the merits and pursuant to the attached Findings of Fact and Conclusions of Law,

**IT IS ORDERED** that the Court finds for NationsCredit Defendants and against Plaintiff Roslyn Porter. The Court holds that NationsCredit Defendants did not violate TILA or the UTPCPL. The Court has already dismissed Defendant Protective Life Insurance Company from the case pursuant to counsel's oral Rule 41 motion, which was granted at the September 12, 2006 bench trial. (Document No. 187).

**IT IS ORDERED** that Judgment be entered in favor of NationsCredit Defendants and against Plaintiff Roslyn Porter as follows: NationsCredit Defendants is awarded \$55,834.22 on its counter-claim.

The Clerk of Court shall mark this case as closed for statistical purposes.

BY THE COURT:

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/s/ Lawrence F. Stengel  
LAWRENCE F. STENGEL, J.