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Porter v. NationsCredit

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NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 06-5099

ROSLYN PORTER, on behalf of herself
and all others similarly situated,

Appellant

v.

NATIONSCREDIT CONSUMER DISCOUNT COMPANY;
PROTECTIVE LIFE INSURANCE COMPANY; FAIRBANKS
CAPITAL CORPORATION; NATIONSCREDIT FINANCIAL
SERVICES CORPORATION; NATIONSCREDIT INSURANCE;
NATIONSCREDIT CORPORATION; and BANK OF AMERICA

Appeal from the United States District Court
for the Eastern District of Pennsylvania
(Civ. No. 03-cv-03768)
District Judge: Hon. Lawrence F. Stengel

Before: McKEE, FUENTES and JORDAN,
Circuit Judges

Submitted Pursuant to Third Circuit L.A.R. 34.1(a)
July 21, 2008

(Opinion filed: August 12, 2008)

OPINION

McKEE, Circuit Judge.

Roslyn Porter appeals the judgment the trial court entered in favor of defendants

following a two-day bench trial in a suit she brought alleging various violations of federal and state law. For the reasons that follow, we will affirm.

As we write primarily for the parties who are familiar with this litigation, we need not detail the factual or procedural background. Rather, we only note that Porter alleged causes of action under the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601 *et seq.*, the Home Ownership and Equity Protection Act (“HOEPA”), 15 U.S.C. § 1639, and the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 Pa. Cons. Stat. § 201-1 *et seq.* Each of her claims arise from a credit life insurance policy that she purchased when she took out a residential mortgage. During the course of this litigation, and after the conclusion of the two day bench trial that resulted in the defense verdicts, the district court entered numerous Orders and Memorandum Opinions that thoroughly and succinctly explained why it was rejecting Porter’s legal arguments, and why she was not entitled to relief against any of the entities she had sued. *See Porter v. NationsCredit Consumer Discount Company*, Civ. No. 03-03768 (E.D. Pa. Feb. 9, 2004); 2004 WL 1753255 (E.D. Pa. July 8, 2004); 229 F.R.D. 497 (E.D. Pa. 2005); 2005 WL 1819974 (E.D. Pa. Aug. 1, 2005); 2006 WL 851307 (E.D. Pa. March 31, 2006); 2006 WL 1737544 (E.D. Pa. June 22, 2006); 2006 WL 3333837 (E.D. Pa. Nov. 14, 2006); 2007 WL 30117 (E.D. Pa. Jan. 3, 2007); 2007 WL 674709 (E.D. Pa. Feb. 28, 2007).

After reviewing the record and the arguments raised on appeal, we conclude that the arguments Porter raises merit no further discussion, and we will affirm the rulings of

the district court substantially for the reasons set forth in the applicable Orders and Memorandum Opinions.
