“To accomplish rescission, **RATHER THAN MERELY INITIATING THE PROCESS**, "[e]ither the creditor must acknowledge[ ] that the right of rescission is available and the parties must unwind the transaction amongst themselves, or the borrower must file a lawsuit so that the court may enforce the right to rescind." Id. (internal quotation marks omitted; alteration in original). The **SOLE PRINCIPLE** that Jesinoski clarified was that the three year limitation on notice did not extend to the filing of a lawsuit. 135 S.Ct. at 793. If and when a borrower files suit to complete a rescission, she "must show not only that the TILA mandated disclosures were not made, but also that she has the ability to tender the proceeds of the loan to her creditor in return for the release of the security interest on her property. In other words, while the plaintiff can get out of the loan, she does not get to keep the principal amount of the loan." *Parham v. HSBC Mortgage Corp*., 826 F. Supp. 2d 906, 911 (E.D. Va. 2011), aff'd sub nom. *Parham v. HSBC Mortgage Corp.*, (USA), 473 F. App'x 244 (4th Cir. 2012). These requirements reflect "the equitable goal of rescission under TILA[, which] is to restore the parties to the status quo ante." *Shelton*, 486 F.3d at 820 (internal quotation marks omitted). **BROWN V. GORMAN** (E.D. Va. 2016)