UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1892, September Term, 2014

and

No. 0324, September Term, 2015

SIRINA SUCKLAL

v.

MARK H. WITTSTADT, ET AL., SUBSTITUTE TRUSTEES

Krauser, C.J.,
Berger,
Reed,

JJ.

Opinion by Berger, J.

Filed: December 16, 2015

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of *stare decisis* or as persuasive authority. Md. Rule 1-104.

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This consolidated appeal arises out of the denial of a motion to revise a declaratory judgment action, a foreclosure action, and a motion for possession of property initiated in the Circuit Court for Howard County. Mortgagor Sirina Sucklal ("Sucklal"), appellant, challenges the denial of her motion to revise a declaratory judgment rendered in favor of the holder of the note, Goldman Sachs Mortgage Company ("GSMC") and Ocwen Loan Servicing, LLC ("Ocwen"), appellees. Sucklal further challenges the circuit court's ratification of the foreclosure sale initiated by substitute trustees Mark H. Wittstadt, and Gerard Wm. Wittstadt, Jr. (collectively, "Substitute Trustees"). Finally, Sucklal alleges error in the grant of a motion for judgment awarding possession to GSMC following the foreclosure sale.

On appeal, Sucklal presents six questions for our review,[1] which we have condensed and rephrased as follows:

[1] The issues, as presented by Sucklal, are:

1. Whether the sale of the Appellant's property is void as a matter of law?

2. Whether the Appellee has Standing to foreclose on the Appellant's property?

3. Whether the Appellant's constitutional rights were violated by the Circuit Court in refusing to consider and rule on the issues presented by the Appellant?

4. Whether the Rescission was contested by the Appellees?

5. Whether a party must contest a Rescission within 20 days upon receipt of the notice?

6. Whether the court erred in awarding possession of the property to the Appellees as the transaction had been rescinded by operation of the law?

1. Did the circuit court err in denying Sucklal's motion to revise the declaratory judgment entered on October 11, 2013.

2. Did the circuit court err in ratifying the foreclosure sale pursuant to Md. Rule 14-305.

3. Did the circuit court err in granting GSMC's motion for judgment awarding possession of the property.

For the reasons set forth below, we answer the above questions in the negative. Accordingly, we shall affirm the judgments of the Circuit Court for Howard County.

FACTS AND PROCEEDINGS

On January 20, 2006, Sucklal and Ella Louise Smith ("Smith") purchased property located at 8511 Autumn Grain Gate, Laurel, Maryland 20723 ("the Property"). The deed was recorded on January 25, 2006. Sucklal and Smith held the Property as tenants in common. Sucklal and Smith financed the purchase of the Property, in part, with a loan in exchange for a note in the amount of $530,100.00, secured by a lien on the Property. Freemont Investment & Loan was the originating lender for the mortgage. Through a series of conveyances, the note transferred to Avelo Mortgage and MTGLQ Investors, LP, and the note is currently held by GSMC. Ocwen services the loan on behalf of GSMC.

Sucklal defaulted on the loan on June 2, 2006, after making three payments. On March 3, 2009, the Substitute Trustees, on behalf of GSMC and Ocwen, filed a foreclosure action in the Circuit Court for Howard County. The first foreclosure action was dismissed on September 28, 2011, but not before Sucklal filed three bankruptcy actions which enabled her to obtain the benefit of the automatic stay on proceedings pursuant to 11 U.S.C. § 362.

Between the dismissal of the first foreclosure action, and the foreclosure action that is the subject of this appeal, Sucklal filed a declaratory judgment action on August 26, 2011, in the Circuit Court for Howard County. In her declaratory judgment action, Sucklal sought to have the court declare that the neither GSMC, Ocwen, nor any of the previous assignees had a right to enforce the mortgage note, and her deed of trust.[2] In response, GSMC and Ocwen filed a motion for summary judgment that was supported by the note, the deed of trust, documentation regarding the assignments of the note, and an affidavit attesting to the truth and accuracy of the note. Due to her apparent misinterpretation of the Maryland Rules, Sucklal did not file a response to the motion for summary judgment. Sucklal did, however, have an outstanding motion to strike the motion for summary judgment which was construed as a response to the motion for summary judgment. The motion for summary judgment was argued at a hearing on September 26, 2013. In opposition to the motion for summary judgment, Sucklal argued that the trial judge should recuse himself, and that the documents purporting to evince the debt were fraudulent.

At the conclusion of the hearing on September 26, 2013, the trial judge rendered judgment in favor of the Substitute Trustees, and gave the reasoning behind his findings

[2] Sucklal had previously filed two actions to quiet title in the Property in the United States District Court for the District of Maryland, one on April 24, 2009, and another on April 30, 2010. Both of these actions were dismissed.

Sucklal's declaratory judgment action named ten defendants against whom Sucklal claimed superior title. All defendants except GSMC and Ocwen were dismissed because they claimed no interest in Sucklal's property. Sucklal initiated an interlocutory appeal to this court to challenge the dismissals and we affirmed the dismissals.

orally on the record. On October 11, 2013, the circuit court entered judgment in favor of the Substitute Trustees in a written order, which provided that it is:

> DECLARED AND ORDERED that GSMC is the holder of the January 20, 2006 Adjustable Rate Note in the amount of $530,100.00 signed by [Sucklal and Smith] and the beneficiary of the Deed of Trust secured by the Property, which is recorded in the Land Records of Howard County, Maryland at Liber 09781, Folio 553; and it is further
>
> DECLARED AND ORDERED that GSMC has all the rights under the Note and Deed of Trust afforded to the original lender, including the right to enforce the Note and the Deed of Trust in the event of default; and it is further
>
> DECLARED AND ORDERED that Ocwen is the servicer of the Note on behalf of GSMC.

Sucklal did not appeal the final declaratory judgment order.

On January 30, 2013, the Substitute Trustees, on behalf of GSMC and Ocwen, filed a second foreclosure action in the Circuit Court for Howard County. Sucklal filed numerous motions to dismiss the foreclosure action, all, in essence, arguing that GSMC and Ocwen had no interest in her note. All of Sucklal's motions were denied. On February 24, 2014, the Property was sold at a public auction and the Substitute Trustees filed a Report of Sale on March 24, 2014. GSMC purchased the Property at the foreclosure sale. Subsequent to the sale of the Property, Sucklal filed a motion to strike the foreclosure sale, and a motion to revise the judgment of the collateral declaratory judgment action entered on October 11, 2013. Both motions were denied. On November 6, 2014, the Circuit Court for Howard County ratified the foreclosure sale.

On March 18, 2015, GSMC filed a motion for judgment awarding possession of the Property. Thereafter, Sucklal filed a motion to strike GSMC's motion for judgment awarding possession. On April 23, 2015, the circuit court granted GSMC's motion for judgment awarding possession. This appeal followed. Additional facts will be discussed as necessitated by the issues presented.

DISCUSSION

An owner of real property is "possessed of three means of challenging a foreclosure: obtaining a pre-sale injunction pursuant to Maryland Rule [14-211], filing post-sale exceptions to the ratification of the sale under Maryland Rule 14–305(d), and the filing of post-sale ratification exceptions to the auditor's statement of account pursuant to Maryland Rule 2–543(g), (h)." *Wells Fargo Home Mortg., Inc. v. Neal*, 398 Md. 705, 726 (2007). Sucklal's brief is unclear as to whether she seeks to challenge the denial of her pre-sale motions to dismiss, or the denial of her post-sale motions to strike the foreclosure sale. The scope of our review differs significantly at each stage in the litigation. For the reasons stated herein, Sucklal's arguments are completely without merit, regardless of whether we construe Sucklal's grievances as pre- or post-sale objections to the foreclosure sale. Nevertheless, we will construe Sucklal's brief broadly and assume she intends to challenge the denial of both of her pre- and post-sale motions.

In the present action, Sucklal challenges the denial of her motion to revise the declaratory judgment entered in the Substitute Trustees' favor, her motion for a pre-sale injunction to prevent the foreclosure of her home, the circuit court's subsequent ratification of the foreclosure sale, and the grant of a motion for judgment awarding possession by the

purchaser, GSMC. For the reasons that follow, we first hold that Sucklal's challenge to the Substitute Trustees' right to foreclose by way of post-sale exceptions to the foreclosure sale is untimely. Secondly, we hold that the circuit court did not err in denying Sucklal's pre-sale motions made pursuant to Md. Rule 14-211. We further hold that the circuit court did not err in denying Sucklal's motion to revise the declaratory judgment without a hearing.[3] Finally, we hold that the circuit court did not err in granting GSMC's motion for judgment awarding possession.

I. The Circuit Court Did Not Err in Denying Sucklal's Post-Sale Challenges to the Foreclosure Sale

The means by which a litigant may challenge a foreclosure become increasingly limited after a sale has occurred. Indeed, "[a]fter [a foreclosure] sale, the borrower is ordinarily limited to raising procedural irregularities in the conduct of the sale[.]" *Thomas v. Nadel*, 427 Md. 441, 442-43 (2012). Procedural irregularities that may be raised through post-sale exceptions are generally limited to issues "such as the advertisement of sale was insufficient or misdescribed the property, the creditor committed a fraud by preventing someone from bidding or by chilling the bidding, challenging the price as unconscionable, etc." *Greenbriar Condo. Phase I Council of Unit Owners, Inc. v. Brooks*, 387 Md. 683, 741

[3] Although we will review whether the circuit court's denial of Sucklal's motion to revise the declaratory judgment was proper, we will not review the merits of the underlying declaratory judgment. A declaratory judgment was rendered against Sucklal on October 11, 2013. Sucklal did not make a motion to revise that judgment until after the latter foreclosure sale was ratified, well after the thirty day period for noting an appeal pursuant to Md. Rule 8-202 had expired. Accordingly, any challenge to the underlying declaratory judgment is untimely.

(2005), *superseded by rule*, Md. Rule 14-305, *as recognized in Thomas*, *supra*, 427 Md. at 445.

There may, however, be a narrow exception to the general rule that limits arguments to issues arising from the actual sale of the property in instances when the establishment of the debt-creating instrument is said to be attributable to extrinsic fraud.[4] *Bierman v. Hunter*, 190 Md. App. 250, 268 (2010) ("As an equity court, the trial court had full power to hear and determine all objections to the foreclosure sale, 'which would naturally include an attack on the validity of the mortgage.'" (quoting *Wilson Bros. v. Cooey*, 251 Md. 350, 360 (1968))), *abrogated by Bates v. Cohn*, 417 Md. 309, 327-28 (2010) ("Rule 14-305 is not an open portal through which any and all pre-sale objections may be filed as exceptions, without regard to the nature of the objection or when the operative basis underlying the objection arose and was known to the borrower."). The Court of Appeals' decision in *Bates*, however, rejects the reasoning in *Bierman,* significantly limits this narrow exception, and questions whether the exception is compatible with Md. Rule 14-305(d). *Bates*, *supra*, 417 Md. at 327- 28 ("We do not rule here on whether a homeowner may raise under 14-305, as a post-sale exception, allegations that a deed of trust was the product of fraud. . . . We hold only that, given the limitation of Rule 14-305 . . . a homeowner/borrower ordinarily must

[4] In essence, this argument is that pursuant to Md. Code (1975, 2013 Repl. Vol.), § 3-401 of the Commercial Law Article ("CL"), a signature is required for a party to become liable on a negotiable instrument. A signature is "any symbol executed or adopted with the present intention to adopt or accept a writing." CL § 1-201(b)(37). Accordingly, a party cannot be liable on an instrument when extrinsic fraud has negated the required intent to adopt or accept the instrument.

assert known and ripe defenses to the conduct of a foreclosure sale prior to the sale, rather than in post-sale exceptions.").

We need not, however, engage in the academic exercise of determining the legitimacy or scope of this exception here because it is inapplicable to this case. To be sure, Sucklal makes numerous cavalier allegations of fraud. Notwithstanding the fact that Sucklal's allegations fall woefully short of making a prima facie showing of fraud, *see Spangler v. Sprosty Bag Co.*, 183 Md. 166, 173 (1944) ("[One] seeking any relief on the ground of fraud must distinctly state the particular facts and circumstances constituting the fraud. . . . General charges of fraud or that acts were fraudulently committed are of no avail. . . ."), the fraud Sucklal alleges is unrelated to the circumstances that gave rise to the debt-creating instrument. Indeed, Sucklal admits so much in her brief when she represents that "[o]n January 20th, 2006, the Appellant obtained a loan. . . ."[5]

[5] Sucklal's position before the trial court, however, appears to be more ambiguous.

> [THE COURT]: You're not contesting that you actually took out a loan and that there's money owed to somebody.
>
> [SUCKLAL]: I'm contesting parts of that. You probably haven't read --
>
> [THE COURT]: Well, let me just put it this way --
>
> [SUCKLAL]: Okay.
>
> [THE COURT]: It would be difficult for me to conceive that your position is that somebody just gave you a house for nothing.

To the contrary, Sucklal claims the transactions between the original lender and the subsequent assignees were fraudulent. These claims are similar to the ones rejected by the Court of Appeals in *Thomas*, *supra*, 427 Md. at 454 (holding that general allegations of fraud unrelated to debt-creating instrument are insufficient to fit within "the 'distinct question' left open in *Bates*[, *supra*, 417 Md. 309]."). Accordingly, Sucklal's allegations of fraud do not bring her grievances within the scope of matters that can be considered by means of post-sale exceptions under Md. Rule 14-305(b).

Moreover, the three arguments that Sucklal presents on appeal do not relate to the manner by which her property was sold, but rather to whether the lender had a right to foreclose on the Property. For the reasons stated above, defenses to foreclosure must be argued prior to the foreclosure sale, and post-sale exceptions are limited issues relating to the "procedural handling of the sale." *Bates*, *supra*, 417 Md. at 329. Accordingly, the arguments raised in Sucklal's post-sale motion to strike the foreclosure sale were untimely, and the circuit court did not err in denying the same.

II. Sucklal is Estopped From Denying GSMC's & Ocwen's Interest in the Note

Prior to a foreclosure sale, "a party to the lien instrument . . . may file in [a foreclosure] action a motion to stay the sale of the property and dismiss the foreclosure action." Md. Rule 14-211(a)(1); *Thomas*, *supra*, 427 Md. at 444 n.5. Indeed, prior to the sale, Sucklal filed a litany of motions to either dismiss or stay the foreclosure proceedings. The gravamen of Sucklal's serial filings was that the lenders had no right to foreclose on the Property. Unlike Sucklal's post-sale motions, her pre-sale motions were timely. Nevertheless, her pre-sale motions are entirely without merit. We hold that Sucklal was

estopped from denying GSMC's and Ocwen's interest in the note due to the adverse judgment rendered against her in her declaratory judgment action.

The doctrine of collateral estoppel exists "'based upon the judicial policy that the losing litigant deserves no rematch after a defeat fairly suffered, in adversarial proceedings, on issues raised . . . ." *Grady Mgmt., Inc. v. Epps*, 218 Md. App. 712, 736 (2014); *State of Md. for Use of Gliedman v. Capital Airlines, Inc.*, 267 F. Supp. 298, 304 (D. Md. 1967) ("[T]he philosophical basis for the doctrine of collateral estoppel is that a party should have a full and fair day in court to be heard on the issue but should not be able to litigate that issue ad nauseam."). "The purpose of the doctrine . . . is 'to avoid the expense and vexation of multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibilities of inconsistent decisions.'" *Shader v. Hampton Imp. Ass'n, Inc.*, 443 Md. 148, 161 (2015) (quoting *Rourke v. Amchem Prod., Inc.*, 384 Md. 329, 359 (2004)).

The Court of Appeals has prescribed the following four-part test that must be satisfied in order to apply the doctrine of collateral estoppel:

1. Was the issue decided in the prior adjudication identical with the one presented in the action in question?

2. Was there a final judgment on the merits?

3. Was the party against whom the plea is asserted a party or in privity with a party to the prior adjudication?

4. Was the party against whom the plea is asserted given a fair opportunity to be heard on the issue?

Burruss v. Bd. of Cnty. Comm'rs of Frederick Cnty., 427 Md. 231, 249-50 (2012). Furthermore, "[c]ollateral estoppel may be used offensively or defensively." *Garrity v. Md. State Bd. of Plumbing*, 221 Md. App. 678, 685 (2015). Additionally, the fact that the parties in the instant case have failed to raise the issue of collateral estoppel is of no consequence. *See Johnston v. Johnston*, 297 Md. 48, 59 (1983) (applying the doctrine of *res judicata* sua sponte); *Campbell v. Lake Hallowell Homeowners Ass'n*, 157 Md. App. 504, 529 (2004) ("[I]n the interests of judicial economy, [a court] may sua sponte invoke res judicata or collateral estoppel to resolve a matter before it.").

On August 26, 2011, Sucklal filed a declaratory judgment action to quiet title in the Property to which she claimed superior title over GSMC and Ocwen. In response to Sucklal's complaint, GSMC and Ocwen filed a motion for summary judgment. A motions hearing was held on September 26, 2013. At that time, Sucklal was heard on the issue of GSMC's and Ocwen's interest in the note. By order dated October 11, 2013, the Circuit Court for Howard County granted GSMC's and Ocwen's summary judgment motion. In granting the defendants' motion for summary judgment, the circuit court specifically found that GSMC is the holder of Sucklal's note and that Ocwen services the note. Sucklal did not appeal this judgment. On March 31, 2014, Sucklal filed a motion to revise the declaratory judgment, which was, appropriately, denied.

In the instant action, Sucklal claims that the circuit court erred in several respects, including that it failed to comply with Md. Rule 14-207(b), that the Substitute Trustees lack standing to pursue foreclosure, and that the denial of her motions constitute a denial of procedural due process. These arguments rest on the premise that neither GSMC nor Ocwen

has an enforceable interest in Sucklal's note. It has been conclusively determined, however, that GSMC and Ocwen both have enforceable interests in the note. The judgment rendered in Sucklal's declaratory judgment action satisfies the elements so as to invoke collateral estoppel with respect to the issue of Sucklal's liability to GSMC and Ocwen on the instrument. Accordingly, Sucklal is estopped from arguing that GSMC and Ocwen have no interest in her note.

We refuse to dignify Sucklal's renewed efforts by undergoing yet another analysis as to why GSMC and Ocwen have an enforceable interest in her note.[6] On September 26, 2013, the circuit court judge rendered an accurate and thorough explanation on the record as to why judgment was rendered against Sucklal; that decision was memorialized in a written order dated October 11, 2013; that decision was not appealed; and that decision binds the parties with respect to this litigation. We, therefore, hold that Sucklal is estopped from denying GSMC's and Ocwen's interest in the note.

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[6] Notably, Sucklal filed a complaint in the United States Bankruptcy Court for the District of Maryland where she, again, argued that neither GSMC nor Ocwen had an interest in her note. The Bankruptcy Court similarly found that the relief Sucklal sought was barred by virtue of the adverse judgment Sucklal suffered in her declaratory judgment action. In so finding, the Bankruptcy Court observed that:

> Ms. Sucklal's decision to pursue this meritless adversary proceeding might be somewhat excusable if she was a layperson. However, . . . she is not a layperson but for over ten years was a member of the New York bar. Whatever might be said about Ms. Sucklal's character . . ., she does have the knowledge to know that her Complaint is completely baseless. Her decision to pursue this action is therefore inexcusable.

Sucklal v. Goldman Sachs Mortg. Co. Ocwen Loan Servicing, No. 13-00691, slip op. at 4 (Bankr. D. Md. 2014)

III. The Circuit Court Did Not Err In Denying Sucklal's Motion to Revise the Declaratory Judgment, or in Ratifying the Foreclosure Sale

For the reasons stated in Part I and II, *supra*, Sucklal's arguments are either untimely or otherwise without merit because they rest on a premise upon which Sucklal had already been subjected to a final adverse judgment. Assuming, *arguendo*, that Sucklal's questions were otherwise properly presented, we still hold that Sucklal's arguments do not articulate any error made by the circuit court which entitles her to relief.

A. Md. Rule 14-207(b) is Satisfied

Sucklal argues that the foreclosure of the Property was invalid because filings made pursuant to Md. Rule 14-207(b) were fraudulent and thus void. Maryland Rule 14-207(b) requires that certain affidavits, pleadings, and papers accompany a foreclosure complaint or order to docket, including, amongst other things: "a copy of the lien instrument supported by an affidavit that it is a true and accurate copy . . ."; "an affidavit by . . . the plaintiff . . . that the plaintiff has the right to foreclose . . ."; and "a copy of any assignment of the lien instrument . . . or a deed of appointment of a substitute trustee." Md. Rule 14-207(b)(1)-(2), and (4). In the case *sub judice*, the Substitute Trustees filed documents that, on their face, appear to satisfy the requirements of Md. Rule 14-207(b). Accordingly, the Substitute Trustees have satisfied their burden of production so as to proceed with the foreclosure. Sucklal, however, argues that the documents are fraudulent, and therefore, Rule 14-207(b) is not satisfied.

Bald allegations of fraud, however, do not give rise to a triable issue on the matter. In order to create a triable issue, once the Substitute Trustees made a prima facie showing

that they were entitled to relief, the burden shifted to Sucklal to "'identify with particularity the material facts that are disputed.'" *Nerenberg v. RICA of S. Md.*, 131 Md. App. 646, 660 (2000) (quoting Md. Rule 2-501(b)). As such, after the Substitute Trustees satisfied their burden of production, Sucklal was tasked to present evidence upon which a reasonable jury could find in her favor. *Beatty v. Trailmaster Prods., Inc.*, 330 Md. 726, 738 (1993). Moreover, Sucklal "'must do more than simply show there is some metaphysical doubt as to the material facts.'" *Id.* (quoting *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986)). Here, Sucklal failed to present any evidence that would permit a reasonable fact-finder to find the fraud she alleges.

"It is well settled that in alleging fraud 'particular facts must be stated and no mere allegations of fraud are sufficient.'" *Wooddy v. Wooddy*, 256 Md. 440, 451 (1970) (quoting *Jenifer v. Kincaid,* 191 Md. 120, 131 (1948)). Indeed:

> [A] bill seeking any relief on the ground of fraud must distinctly state the particular facts and circumstances constituting the fraud and the facts so stated must be sufficient in themselves to show that the conduct complained of was fraudulent. General charges of fraud or that acts were fraudulently committed are of no avail, unaccompanied by statements of specific facts amounting to fraud. . . .

Spangler, *supra*, 183 Md. at 173.

In the case *sub judice*, Sucklal makes numerous conclusory allegations of fraud. The record, however, is completely devoid of any facts or circumstances, other than Sucklal's conclusory allegations, that would permit a reasonable jury to find in her favor. Accordingly, Sucklal's failure to articulate facts sufficient to permit a reasonable fact finder to conclude that the Substitute Trustees' filings pursuant to Md. Rule 14-207(b) were the

product of fraud is fatal to her claim. We, therefore, hold that the circuit court did not err in determining that Md. Rule 14-207(b) was satisfied.

B. The Substitute Trustees Have Standing to Enforce Sucklal's Note

Sucklal further avers that the circuit court lacked jurisdiction over the subject matter of the foreclosure because the Substitute Trustees lack constitutional and prudential standing. The doctrines of constitutional and prudential standing limit the jurisdiction of the federal judiciary to "Cases" or "Controversies" as per Article III of the U.S. Constitution. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992). The jurisdictional limitations imposed on the federal judiciary by Article III of the U.S. Constitution are wholly irrelevant to whether the Circuit Court for Howard County had jurisdiction to ratify a foreclosure sale. *See Nefedro v. Montgomery Cnty.*, 414 Md. 585, 592 n.3 (2010) ("[P]rudential requirements for standing in federal court [are] not applicable to state courts."). Accordingly, the doctrine of prudential standing poses no barrier to the circuit court's ratification of the foreclosure sale.

C. Sucklal Was Not Denied Due Process

Finally, Sucklal argues that she was denied an adequate opportunity to be heard with respect to the motions hearings on September 26, 2013, and September 5, 2014. At the outset, we note that an appellant has a responsibility to cite us to "the facts material to a determination of the questions presented." Md. Rule 8-504(a)(4). Indeed, "we cannot be expected to delve through the record to unearth factual support favorable to the appellant." *Rollins v. Capital Plaza Assoc., L.P.*, 181 Md. App. 188, 201 (2008) (quotations omitted). In her brief, Sucklal makes bald assertions that she was denied due process, but fails to

articulate specific circumstances that give rise to such claims. Although it is difficult to discern exactly why Sucklal believes she was denied due process, our through review of the record demonstrates that Sucklal was not denied due process.

"The due process clauses in the Fourteenth Amendment and in Article 24 of the Maryland Declaration of Rights protect an individual's interest in substantive and procedural due process." *Knapp v. Smethurst*, 139 Md. App. 676, 703 (2001). "A fundamental component 'of the procedural due process right is the guarantee of an opportunity to be heard and its instrumental corollary, a promise of prior notice.'" *Id.* (quoting Lawrence Tribe, *American Constitutional Law* § 10-15, at 732 (2nd ed. 1988)). Procedural due process is "a flexible concept that calls for such procedural protections as a particular situation may demand." *Wagner v. Wagner*, 109 Md. App. 1, 24 (1996). "'An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprize interested parties and the pendency of the action and afford them an opportunity to present their objections.'" *Griffin v. Bierman*, 403 Md. 186, 197 (2008) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). Notably, "[d]ue process of law does not mean that the litigant need be satisfied with the result." *Bugg v. Md. Transp. Auth.*, 31 Md. App. 622, 630 (1976).

As discussed *supra*, a mortgagor has numerous opportunities to challenge the foreclosure at various stages in the proceedings. Indeed, Sucklal was heard extensively on her opposition to foreclosure through her successive filings throughout many fora. Sucklal appears to argue that she was denied due process when she was denied a hearing on her

motion to revise the decision in her declaratory judgment action. Maryland Rule 2-311(f) provides that, when a hearing is requested, the court has discretion to determine whether to grant a hearing, "but the court may not render a decision that is dispositive of a claim or defense without a hearing if one was requested. . . ." Md. Rule 2-311(f). A dispositive decision "must actually and formally dispose of the claim or defense. It is not enough to argue that it is the functional equivalent of a dispositive decision or that it lays the inevitable predicate for such a decision." *Logan v. LSP Mktg. Corp.*, 196 Md. App. 684, 696 (2010). A motion to revise a judgment under Md. Rule 2-535 is not a dispositive motion. *Lowman v. Consol. Rail Corp.*, 68 Md. App. 64, 77 (1986) ("Rule 2-311(f) does not require the court to grant a request for a hearing on a motion to reconsider. . . ."). Accordingly, Sucklal was not entitled to a hearing prior to the denial of her motion to revise judgment.

Additionally, Sucklal argues that on September 25, 2013, and September 5, 2014, she was "prevented or limited from speaking, objecting or questioning information." Our review of the record reveals no instance when Sucklal was denied due process. The closest interaction that might arguably be construed to limit Sucklal presentation of her arguments occurred on September 26, 2013, when the trial judge, presumably for the sake of efficiency, requested that Sucklal refrain from giving a basis for her objections unless so prompted by the court.[7] The exchange went as follows:

[7] There was an instance after the conclusion of the September 5, 2014 proceeding when Sucklal inquired as to the procedure for posting a supersedeas bond. Sucklal continuously interrupted the court as the trial judge attempted to respond to her inquiry. In response the court said "I ask you not to talk anymore. Okay, I'm answering your question." This statement was made after the proceedings had concluded. This statement, however, (continued...)

> [SUCKLAL]: Objection, that evidence has not been presented and therefore it's an assumption that the note is admissible.
>
> [THE COURT]: Ma'am, when I want your basis, I'll ask you for it, otherwise, you just say objection. And then I'll say sustained or overruled.
>
> [SUCKLAL]: Okay.
>
> [THE COURT]: If I want your basis, I'll say, please state your basis. Otherwise, you don't state it.
>
> [SUCKLAL]: Okay.
>
> [THE COURT]: Thank you very much. Overruled.

At this point in the proceeding, Sucklal had already offered five objections, all of which argued the same meritless position, that evidence of her debt was fraudulent, and, therefore, inadmissible. Given the context of the proceedings, the court did not limit Sucklal's opportunity to be heard, or even to offer objections as freely as she desired. Indeed, after this exchange Sucklal continued to object to nearly every statement made by opposing counsel. The above exchange does not support Sucklal's bald contention that she was denied an opportunity to be heard. Rather, it merely reflects that the court understood Sucklal's objections, rejected them, and sought to efficiently carry on with the proceedings. The denial of Sucklal's objections, and the trial judge's management of the proceedings did not violate Sucklal's due process rights.

[7] (...continued)
could not deny Sucklal due process because, given its context, it did not deprive her of any constitutionally protected interest.

Sucklal further argues that she was denied due process because the court refused to permit her to argue beyond the scope of the motion for summary judgment and rely on evidence that was not in the record, and indeed, inadmissable. Procedural due process, however, does not require the court to abandon the procedural and evidentiary devices that keep the content of proceedings focused on the issues at hand. Indeed, "[i]t is an essential function of the court to maintain order and assure propriety in the conduct of legal proceedings . . . ." *Calder v. Levi*, 168 Md. 260, 274 (1935). "Moreover, 'there is no question that the trial judge has broad discretion to control the conduct in his or her courtroom. . . .'" *In re Elrich S.*, 416 Md. 15, 36 (2010) (quoting *Biglari v. State*, 156 Md. App. 657, 674 (2004)).

In the instant matter, Sucklal sought to argue against the legitimacy of the secondary mortgage market when she attempted to rely on a correspondence between a notary and the State of Texas. GSMC and Ocwen objected to the statement and the objection was sustained. Sucklal argues that by sustaining GSMC's and Ocwen's objection she was effectively denied an opportunity to oppose their motion for summary judgment. "[W]ith respect to evidentiary rulings on admissibility generally and rulings with respect to relevance specifically, the trial judge is vested with wide, wide discretion." *Schmitt v. State*, 140 Md. App. 1, 17 (2001). Litigants, however, must be afforded "'a reasonable opportunity to present material that may be pertinent to the court's decision as required by Maryland Rule 2-501.'" *Balt. Street Builders v. Stewart*, 186 Md. App. 684, 691 (2009) (quoting *Worsham v. Ehrlich*, 181 Md. App. 711, 722-23 (2008)).

Sucklal was not denied an opportunity to oppose GSMC's and Ocwen's motion for summary judgment. To the contrary, Sucklal failed to respond to GSMC's and Ocwen's motion for summary judgment per Md. Rule 2-311(b). Had Sucklal responded, she could have supported her opposition with admissible evidence supported by an affidavit per Md. Rule 2-311(d). Moreover, the court granted Sucklal significant leeway by construing her motion to strike broadly as if it were an opposition to the motion for summary judgment, and permitting her to argue accordingly. The motion to strike, however, was not supported, nor did Sucklal present evidence that undermined GSMC's and Ocwen's entitlement to relief so as to create a genuine issue of material fact. Accordingly, Sucklal was not denied due process at the hearing on September 26, 2013.

Assuming, *arguendo*, that Sucklal should have been given free reign to argue beyond the scope of the motion for summary judgment, the evidence that Sucklal purported to offer would otherwise be inadmissible. Indeed, Sucklal was prohibited from testifying as to the contents of the correspondence because Md. Rule 5-1002 provides that "[t]o prove the content of a writing . . ., the original writing . . . is required, except as otherwise provided in these rules or by statute." Likewise, Sucklal was prohibited from testifying as to statements made by the author of the correspondence, because Md. Rule 5-802 generally prohibits the admission of "a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." Md. Rule 5-801(c).

For the reasons stated above, we find no merit to Sucklal's contention that she was denied due process at any point throughout the foreclosure proceedings in the instant case.

We, therefore, hold that the circuit court did not err in denying Sucklal's motion to revise the declaratory judgment rendered on October 11, 2013, or in ratifying the foreclosure sale.

IV. The Circuit Court Did Not Err in Granting GSMC's Motion for Possession

Sucklal further asserts that "the court erred when it awarded possession of [the Property] to [GSMC] as the mortgage (loan) had been rescinded by operation of the law." We begin our analysis by observing that under Md. Rule 14-102(a)(1):

> If the purchaser of an interest in real property at a sale conducted pursuant to the Rules in this Title is entitled to possession and the person in actual possession fails or refuses to deliver possession, the purchaser . . . may file a motion for judgment awarding possession of the property.

"To invoke the rule, the purchaser must show that (1) the property was purchased at a foreclosure sale, (2) the purchaser is entitled to possession, and (3) the person in possession fails or refuses to relinquish possession." *G.E. Capital Mortg. Servs., Inc. v. Edwards*, 144 Md. App. 449, 458 (2002).

For the reasons stated in Part I, II, and III, *supra*, GSMC properly purchased the Property at a foreclosure sale, and the sale was subsequently ratified.[8] Sucklal, for her part, argues that GSMC is not entitled to possession. In support of her contention, Sucklal avers that 15 U.S.C. § 1635 grants her a right to rescind her loan, and that here she exercised that right. The trial court granted GSMC's motion for possession because: (1) the court had already ratified the foreclosure sale, thereby extinguishing any rights Sucklal had in the

[8] We note that the ratification of the foreclosure sale is not necessarily a condition precedent to a purchaser's right to take possession following a foreclosure sale. *G.E. Capital Mortg. Servs., Inc.*, *supra*, 144 Md. App. at 462 ("[T]here are times when the right to possession might precede ratification.").

Property, and (2) the trial judge found that 15 U.S.C. § 1635 does not afford Sucklal the right to rescind her loan in the instant case.

Under some circumstances, the provision of the Truth in Lending Act ("TILA") relied upon by Sucklal gives obligors the right to rescind certain consumer credit transactions. 15 U.S.C. § 1635(a). Sucklal argues that GSMC is not entitled to possession because she rescinded the transaction for the property. Section 1635 of the TILA, however, further provides that "[a]n obligor's right of rescission shall expire three years after the date of consummation of the transaction or upon the sale of the property, whichever occurs first." 15 U.S.C. § 1635(f). In the present action, Sucklal avers that she made an attempt to rescind by sending a notice of rescission on January 29, 2015. Accordingly, Sucklal expressed her intent to rescind the transaction nine years after it has been consummated. We further observe that the circuit court ratified the foreclosure sale on November 6, 2014, prior to Sucklal's attempted rescission.

Here, any right Sucklal may have had to rescind the transaction expired because more than three years have passed since the transaction, and the foreclosure sale extinguished any right to rescind that she might have had. 15 U.S.C. § 1635(f); *see also Hartman v. Smith*, 734 F.3d 752, 760 n.3 (8th Cir. 2013) (quoting *Worthy v. World Wide Fin. Servs, Inc.*, 347 F. Supp. 2d 502, 206 (E.D. Mich. 2004) ("A sale or transfer of the property need not be voluntary to terminate the right to rescind. For example, a foreclosure sale would terminate an unexpired right to rescind." (internal quotations omitted))). We, therefore, hold that the circuit court did not err in granting GSMC's motion for possession of the Property.

V. Conclusion

We, therefore, hold that the arguments raised in Sucklal's post-sale motions were not properly presented before the circuit court. Further, Sucklal was estopped from denying GSMC's and Ocwen's interest in her note. Moreover, assuming, *arguendo*, that Sucklal's arguments are otherwise proper, we reject her contentions that Md. Rule 14-207(b) was not satisfied, the circuit court lacked subject matter jurisdiction, or that she was otherwise denied due process. We further reject Sucklal's argument that she had a right to rescind the transaction under 15 U.S.C. § 1635. Accordingly, we hold that the circuit court did not err in: (1) denying Sucklal's motion to revise the declaratory judgment rendered in favor of GSMC and Ocwen, (2) ratifying the foreclosure sale, or (3) granting GSMC's motion for possession of the Property. As a result, we affirm the judgments of the Circuit Court for Howard County.

JUDGMENTS OF THE CIRCUIT COURT FOR HOWARD COUNTY AFFIRMED. APPELLANT TO PAY COSTS.