

Circuit Court for Baltimore City  
Case No. 24-O-15-002518

UNREPORTED  
IN THE COURT OF SPECIAL APPEALS  
OF MARYLAND

No. 1650

September Term, 2016

---

CCC ENTERPRISES LLC

v.

CARRIE WARD, et al.

---

Wright,  
Shaw Geter,  
Thieme, Raymond G., Jr.  
(Senior Judge, Specially Assigned),

JJ.

---

Opinion by Thieme, J.

---

Filed: October 18, 2017

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.

CCC Enterprises LLC, appellant, owned the property located at 1824 Saint Paul Street, in Baltimore City (the “Property”). On October 2, 2015, Carrie M. Ward, et al., substitute trustees (the “Substitute Trustees”),<sup>1</sup> initiated a foreclosure action as to the Property in the Circuit Court for Baltimore City. Appellant filed a motion to stay the foreclosure sale and motion to dismiss the foreclosure action (collectively, “motion to dismiss”), which the circuit court denied. Appellant appealed and presents the following questions for our review:

1. Did the Circuit Court err in failing to dismiss the foreclosure action because the certification that the Note was true and accurate and owned by the foreclosing party was invalid because it was executed by the servicer?
2. Did the Circuit Court err in failing to dismiss the foreclosure action because the Deed of Appointment was invalid because it was executed by the servicer?

For the reasons set forth below, we affirm.

### **BACKGROUND**

On or about January 11, 2005, Antonio P. Mack purchased the Property for \$150,000. The following year, Mr. Mack executed a promissory note in the amount of \$212,000 (the “Note”) to secure a refinance loan on the Property from GreenPoint Mortgage Funding, Inc. (“GreenPoint”). The Property was subject to a deed of trust securing the Note in favor of GreenPoint. According to the Affidavit Certifying Ownership

---

<sup>1</sup> The substitute trustees are identified as Carrie M. Ward, Howard N. Bierman, Jacob Geesing, Pratima Lele, Joshua Coleman, Richard R. Goldsmith, Jr., Ludeen McCartney-Green, Jason Kutcher, Elizabeth C. Jones, and Nicholas Derdock.

of Debt Instrument filed with the order to docket, U.S. Bank National Association (“US Bank”), as trustee for the holders of the Bear Stearns Asset Backed Securities I Trust 2006-AC5, Asset Backed Certificates, Series 2006-AC5, is the owner of the Note.

On or about January 31, 2007, Mr. Mack assigned the Deed of Trust to the Property to his “wholly-owned” limited liability company, “CCC Enterprises LLC,” in exchange for “zero consideration.” On August 2, 2008, the mortgage loan went into default for non-payment, and approximately seven years later, the Substitute Trustees initiated foreclosure proceedings. On June 13, 2016, appellant<sup>2</sup> filed a motion to dismiss the foreclosure action, and the Substitute Trustees filed an opposition to that motion. On June 15, 2016, the circuit court denied appellant’s motion to dismiss. The Property was subsequently sold for \$305,000 at a foreclosure auction. Appellant filed exceptions to the sale, which the circuit court overruled. On August 30, 2016, the sale was ratified. This appeal followed.

## **DISCUSSION**

Appellant contends that the circuit court erred in denying his motion to dismiss the foreclosure action because the Affidavit Certifying Ownership of the Note is invalid, and the Substitute Trustees were improperly designated as substitute trustees. Substitute Trustees respond that the circuit court did not abuse its discretion in denying the motion to dismiss because the motion was untimely, and failed to conform to the requirements of Maryland Rule 14-211. In addition, Substitute Trustees contend that appellant’s motion to

---

<sup>2</sup> Also on June 13, 2016, CIC Enterprises LLC (“CIC”) moved to intervene as a defendant in the foreclosure action. In that motion, CIC identified itself as “CIC Enterprises, LLC fka CCC Enterprises LLC.” We shall refer to CIC Enterprises LLC and CCC Enterprises LLC, collectively, as “appellant” herein.

dismiss fails on the merits because the Affidavit Certifying Ownership of the Note and the Deed of Appointment as to the Substitute Trustees were legally sufficient.

We review the circuit court’s denial of a motion to stay a foreclosure sale or to dismiss a foreclosure action for an abuse of discretion. *Burson v. Capps*, 440 Md. 328, 342 (2014). “We will reverse under this standard if we determine that ‘no reasonable person would take the view adopted by the [trial] court[.]’” *Fishman v. Murphy ex rel. Estate of Urban*, 433 Md. 534, 546 (2013) (quoting *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. 405, 419 (2007)).

The timing for filing a motion to stay and dismiss a foreclosure action is governed by Md. Rule 14-211(a), which provides, *inter alia*, that the deadline for filing a motion to dismiss is fifteen days from the date of the filing of the final loss mitigation affidavit. Rule 14-211(a)(2)(A)(i). In the present case, the final loss mitigation affidavit was filed on December 9, 2015. Accordingly, pursuant to Rule 14-211(a)(2)(A)(i), appellant’s deadline for filing the motion to dismiss was December 24, 2015. Appellant did not file its motion to dismiss until June 13, 2016.

Moreover, Rule 14-211(a)(3)(F) requires that if an untimely motion to dismiss is filed, it must “state with particularity the reasons why the motion was not filed timely.” Appellant’s motion to dismiss failed to provide the reasons for the untimely filing, and there is no evidence in the record as to the reason for the delay. Accordingly, appellant’s motion to dismiss failed to comply with Rule 14-211(a)(3)(F). Appellant’s motion to dismiss also failed to comply with Rule 14-211(a)(3)(A), requiring that the motion be “under oath or supported by affidavit.”

We perceive no abuse of discretion in the circuit court’s denial of appellant’s untimely and non-compliant motion to dismiss. Accordingly, we need not address the merits of appellant’s claims.<sup>3</sup>

**JUDGMENT OF THE CIRCUIT COURT  
FOR BALTIMORE CITY AFFIRMED.  
COSTS TO BE PAID BY APPELLANT.**

---

<sup>3</sup> We do not suggest that we believe it is likely that the circuit court would have been persuaded by appellant’s arguments that the Affidavit Certifying Ownership of the Note was invalid and that Substitute Trustees were improperly designated as substitute trustees. Indeed, Substitute Trustees present multiple arguments on appeal as to why appellant’s challenges fail on the merits. Because appellant failed to timely raise these challenges in the circuit court, however, we will not address them here.