Circuit Court for Prince George's County
Case No. CAEF22-12959

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 0246

September Term, 2024

ANTOINETTE WILLIAMS

v.

LOGS LEGAL GROUP, LLC

Reed,
Shaw,
Eyler, James R.
(Senior Judge, Specially Assigned)

JJ.

Opinion by Shaw, J.

Filed: December 26, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

This is an appeal from the denial of a Reconsideration Motion to Alter or Amend a Judgment by the Circuit Court for Prince George's County. On December 20, 2023, Appellant Antoinette Williams filed a Motion to Vacate Sale or to Alter or Amend Judgments after her residence was sold at a foreclosure auction on September 6, 2022. The Circuit Court found that the motion was untimely, and because Appellant failed to raise any irregularity as to the procedure of the foreclosure sale, the motion was denied. Appellant then filed a Motion to Reconsider the Motion to Vacate Sale or to Alter or Amend Judgment on March 20, 2024, which the Circuit Court also denied. Appellant noted this timely appeal, and she presents one question for our review:

1. Did the lower court abuse its discretion on March 7, 2024 and March 29, 2024 by denying Appellant's Motion to Vacate Sale or to Alter or Amend Judgments and Motion for Reconsideration?

For reasons that follow, we hold that the court did not err or abuse its discretion. We affirm the judgment.

BACKGROUND

In May 2009, Appellant purchased a home and executed a Note in the principal amount of $255,424.00. Appellant defaulted on her loan on May 2, 2020 and a Notice of Intent to Foreclose was sent to her by the lender on December 7, 2021. On April 7, 2022, an Appointment of Substitute Trustees was signed, making Carrington Mortgage Services, LLC ("Carrington Mortgage") the servicer of the loan and attorney in fact for Barclays

Bank, PLC, the "present holder or authorized agent of the holder of the note secured by the aforementioned Deed of Trust."

An Order to Docket Foreclosure was filed on April 18, 2022 in the Circuit Court for Prince George's County. Appellant was served on April 27, 2022 in the foreclosure case and a final loss mitigation affidavit was filed on June 23, 2022. The Property was sold at foreclosure auction, without objection, to Carrington Mortgage on September 6, 2022 and a Report of Sale was filed on October 6, 2022.

On the same day that the Order to Docket Foreclosure was filed, Appellant filed a complaint against Carrington Mortgage in the Circuit Court for Prince George's County, alleging that Carrington Mortgage Services was "engaged in mortgage fraud against the Williams family." Carrington Mortgage later requested that the case be removed to the U.S. District Court for the District of Maryland and its request was granted in October 2022. Appellant filed a Notice of Removal of the foreclosure case in the Circuit Court on October 19, 2022, and claimed it was filed "in conjunction with" the case previously removed by Carrington Mortgage.

Appellees filed a Motion to Reopen the foreclosure action on January 24, 2023, stating that removal was improper, which was granted by the circuit court. On March 16, 2023, the circuit court entered an order ratifying the foreclosure sale. Appellant filed a Motion to Dismiss or in the Alternative, Leave to Remove on May 23, 2023, which the court denied. Appellant then filed a Motion to Reconsider, which court denied on July 16, 2023.

In August of 2023, a second case in the U.S. District Court for the District of Maryland was filed, as Appellant again attempted to remove the underlying foreclosure case. On October 5, 2023, the U.S. District Court remanded the case to the circuit court. Appellant filed, on December 20, 2023, a Motion to Vacate Sale Based Upon Fraud, Mistake, and Irregularity, pursuant to Maryland Rule 2-535 and Request for Hearing. Appellees filed a response and on March 7, 2024 the Circuit Court denied Appellant's Motion, stating that Appellant's Motion to Vacate Sale did "not advocate for a particular court ruling to be revised/reconsidered but rather called for the apple cart in its entirety to be thrown asunder." The court treated Appellant's Motion to Vacate as a Motion to Stay/Dismiss Foreclosure Sale, pursuant to Maryland Rule 14-211, and as Exceptions to the Foreclosure Sale, pursuant to Maryland Rule 14-305.

The court ultimately found that the Motion to Stay/Dismiss was untimely, and the Exceptions to Foreclosure Sale failed to raise any irregularity as to the procedure of the sale. Appellant's motion was denied. Appellant filed a Motion to Alter or Amend Judgment Pursuant to Md. Rule 2-534 and Request for Hearing, which the Circuit Court denied by Order on March 20, 2024. Appellees' Motion for Judgment Awarding Possession was granted on March 29, 2024, and Appellant timely noted this appeal.

STANDARD OF REVIEW

"The denial of a motion to alter or amend a judgment or for reconsideration is reviewed by appellate courts for an abuse of discretion." *Miller v. Mathias*, 428 Md. 419,

438 (2012) (cleaned up). To constitute an abuse of discretion, the decision has to be "well removed from any center mark imagined by the reviewing court and beyond the fringe of what that court deems minimally acceptable." *Id*. at 454 (cleaned up); *Hargett v. State*, 248 Md. App. 492, 510 (2020). In "reviewing a trial judge's discretionary rulings, this Court has recognized that trial judges do not have discretion to apply inappropriate legal standards, even when making decisions that are regarded as discretionary in nature." *Miller*, 428 Md. at 438 (cleaned up).

Maryland Rule 2-535(b) provides that, "[o]n motion of any party filed at any time the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity." We review a trial court's decision whether to "grant a motion to revise a judgment pursuant to Maryland Rule 2-535(b) under an abuse of discretion standard." *Peay v. Barnett*, 236 Md. App. 306, 315 (2018). The existence of "a factual predicate of fraud, mistake, or irregularity necessary to support vacating a judgment under Rule 2-535(b)," however, is a question of law. *Wells v. Wells*, 168 Md. App. 382, 394 (2006) (quoting *In re Adoption/Guardianship No. 93321055/CAD*, 344 Md. 458, 475 n.5 (1997)). We examine "the trial court's decision regarding the existence of fraud, mistake, or irregularity without deference." *Facey v. Facey*, 249 Md. App. 584, 601 (2021).

DISCUSSION

Appellant argues that the court erred in denying her motion to stay or dismiss the foreclosure action. Appellant asserts that she did not sign the Deed of Trust or the Note

contained in the Order to Docket Foreclosure, and thus, she contends the loan was "fraudulently originated." Appellees argue that Appellant did not timely raise an objection or allege any defect in the foreclosure sale and, as a result, the court properly denied the motion.

Maryland Rule 14-211 establishes the time requirements for properly filing a Motion to Stay the Sale and/or Dismiss a Foreclosure Action. When the lien on a property subject to foreclosure is an "owner-occupied residential property," Md. Rule 14-211(a)(2)(A) states:

> a motion by a borrower to stay the sale and dismiss the action **shall be filed no later than 15 days after the last to occur of:**
>
> (i) the date the final loss mitigation affidavit is filed;
>
> (ii) the date a motion to strike postfile mediation is granted; or
>
> (iii) if postfile mediation was requested and the request was not stricken, the first to occur of:
>
> (a) the date the postfile mediation was held;
>
> (b) the date the Office of Administrative Hearings files with the court a report stating that no postfile mediation was held; or
>
> (c) the expiration of 60 days after transmittal of the borrower's request for postfile mediation or, if the Office of Administrative Hearings extended the time to complete the postfile mediation, the expiration of the period of the extension.

Md. Rule 14-211(a)(2)(A) (emphasis added).

In the present case, it is undisputed that the property in question was owner-occupied and that the Final Loss Mitigation Affidavit was filed on June 23, 2022. In accordance with the Rule, Appellant had 15 days from June 23, 2002, to file a motion to stay or dismiss. Appellant did not file any such motion, but, rather, on October 18, 2022, she filed a Notice

of Removal of the foreclosure case to the U.S. District Court. Because Appellant failed to timely file an objection to the sale and/or the foreclosure action, the court did not err in denying the motion. We note further, that at oral argument, Appellant conceded that she did not act timely.[1] She argued that the present appeal is focused on the motion for reconsideration of the motion to alter or amend the judgment. [2]

Appellant, in her brief, argues that the court abused its discretion in denying her motion because the judgment was based on fraud, mistake and irregularity. Appellant contends that Appellees are falsely claiming that the co-borrower on the subject loan is Appellant's daughter, Tameka Williams. Appellant asserts that even if the loan was legitimate, because it is a Federal Housing Administration (FHA) loan, certain conditions precedent to filing the foreclosure action should have been met and Appellees did not fulfill those requirements. Appellant also states that the "Important Acknowledgement Concerning Your Loan" document attached to May 6, 2022 letter that Carrington Mortgage sent to Tameka Williams regarding a debt collection inquiry, contains a section that "reflects that the 'Borrower Income Documentation' is 'Stated Income' meaning that no income was provided to qualify Ms. Williams for the subject loan." She asserts that, because the subject loan is an FHA insured loan, there should be no "Stated Income" section since "FHA only allows fully documented income loans in its program. FHA will not insure a stated income loan."

[1] Oral Argument at 3:04 – 3:28, *Antionette M Williams v. LOGS Legal Group LLC* (No. 246-2024), mdcourts.gov/sites/default/files/import/cosappeals/media/20251203_0246.mp4.
[2] Oral Argument at 3:36 – 4:02, *Antionette M Williams v. LOGS Legal Group LLC* (No. 246-2024), mdcourts.gov/sites/default/files/import/cosappeals/media/20251203_0246.mp4.

In support of her motion, Appellant provided an affidavit from a "[g]raphic Designer/Artist with over 35 years of experience," who stated that, after examining documents related to the foreclosure case, she would be willing to testify that the documents are "at least third-generation image files that were uploaded into the Prince George's County land record system" and that the documents do not conform to industry standard. The Affiant stated that she "does not/did not have access to an original/alleged original of an unsigned base DOT, alleged promissory note, nor has Examiner been presented with an original of the DOT and/or Condo Rider at issue in the case for examination and comparison to the examined land records, or specific examination. Because of this, the Examiner was not able to complete a *full* examination and comparison of the documents in question included in this examination."

During oral argument, Appellant stated that she was not contending that any irregularities or mistakes were applicable to her appeal. She stated, "This dispute is just for the fraud."[3] Appellant argued that the fraud was contained in the documents filed with the notice of foreclosure, specifically the 2009 Deed of Trust.[4]

Appellees argue, that, in order to vacate an enrolled order, the allegations must "allege extrinsic fraud, procedural irregularity, or jurisdictional mistake." Appellees state that none of those conditions existed, and that Appellant, also, did not act timely or diligently. Appellees argue that the court did not err or abuse its discretion.

[3] Oral Argument at 11:05 – 11:18, *Antionette M Williams v. LOGS Legal Group LLC* (No. 246-2024), mdcourts.gov/sites/default/files/import/cosappeals/media/20251203_0246.mp4.
[4] *Id.*

Under Maryland Rule 2-535(b), a court, after 30 days, exercises revisory power and control over a judgment only in the case of fraud, mistake, or irregularity. Md. Rule 2-535(b). In *Thacker v. Hale*, 146 Md. App. 203 (2002), this Court held:

> [A]fter a judgment becomes enrolled, which occurs 30 days after its entry, a court has no authority to revise that judgment unless it determines, in response to a motion under Rule 2–535(b), that the judgment was entered as a result of fraud, mistake, or irregularity. [. . .] The evidence necessary to establish fraud, mistake, or irregularity must be clear and convincing. [. . .] Maryland courts 'have narrowly defined and strictly applied the terms fraud, mistake, [and] irregularity,' in order to ensure finality of judgments. *See Platt v. Platt,* 302 Md. 9, 13, 485 A.2d 250 (1984). Moreover, the party moving to set aside the enrolled judgment must establish that he or she 'act[ed] with ordinary diligence and in good faith upon a meritorious cause of action or defense.'

Thacker, 146 Md. App. at 216-17.

We note that the type of fraud necessary to vacate a final judgment must be extrinsic fraud. This Court, in *Facey v. Facey*, 249 Md. App. 584 (2021) defined what constitutes extrinsic fraud. There, a daughter, under a power of attorney allegedly executed by her mother, filed a complaint for a confession of judgment on a note that her father executed in favor of her mother. *Facey*, 249 Md. App. at 594. The trial court issued a judgment against the father and denied his subsequent motion to modify, open, or vacate confessed the judgment. Father moved, again, to vacate the judgment and dismiss the case on the ground that the power of attorney was fraudulent. *Facey*, 249 Md. App. at 594. Father argued that the power of attorney was fraudulent because "it was prepared after [Mother's] stroke and had been 'back dated to appear that it was executed prior to her disability'" and that the "document did not contain [Mother's] authentic signature [.]" *Id.* at 598. The trial

court denied the motion, finding that "any forgery did not constitute extrinsic fraud triggering [the court's] statutory revisory power." *Id.* at 584.

On appeal, our Court affirmed the trial court, holding that the "daughter's alleged fraud in procuring the power of attorney was intrinsic to the confessed judgment she obtained on mother's behalf," and thus it could not be used to reopen the judgment under the court's Md. Rule 2-535(b) revisory power. *Id*

We stated:

> Extrinsic fraud perpetrates an abuse of judicial process by preventing an adversarial trial and/or impacting the jurisdiction of the court. Fraud prevents an adversarial trial when it keeps a party ignorant of the action and prevents them from presenting their case . . . or . . . the fraud prevents the actual dispute from being submitted to the fact finder at all. . . . Extrinsic fraud is normally collateral to the issues tried in the case in which the judgment is rendered. A court will not reopen a judgment because a party discovers fraud that took place during the trial or was contained within the trial [.]

Id. at 632 (emphasis omitted).

The Supreme Court of Maryland, in *Schwartz v. Merchants Mortgage Co.*, provided "[e]xamples of what would be considered 'extrinsic' fraud'":

> Where the unsuccessful party has been prevented from exhibiting fully his case, by fraud or deception practiced on him by his opponent, as by keeping him away from court, a false promise of a compromise; or where the defendant never had knowledge of the suit, being kept in ignorance by the acts of the plaintiff; or where an attorney fraudulently or without authority assumes to represent a party and connives at his defeat; or where the attorney regularly employed corruptly sells out his client's interest to the other side,–these, and similar cases which show that there has never been a real contest in the trial or hearing of the case, are reasons for which a new suit may be sustained to set aside and annul the former judgment or decree, and open the case for a new and a fair hearing.

Schwartz v. Merchants Mortgage Co., 272 Md. 305, 309 (1974) (quoting *United States v. Throckmorton*, 98 U.S. 61, 65–66 (1878)).

> Intrinsic fraud, on the other hand,
>
> > relates to facts that were before the court in the original suit and could have been raised or exposed at the trial level. If a party could have discovered the fraud, but 'by reason of its own neglect' it failed to exercise the 'care in the preparation of the case as was required of it,' the fraud will be intrinsic.

Facey, 249 Md. App. at 633 (quoting *Md. Steel Co. of Sparrows Point v. Marney*, 91 Md. 360, 371 (1900) (emphasis omitted). In *Pelletier v. Burson*, 213 Md. App. (2013), our Court considered whether fraudulent signatures on affidavits in a foreclosure sale constituted extrinsic fraud. There, the petitioner argued that "the affidavits attached to the Order to Docket [suit] were fraudulently signed and were 'robo-signed' and that she was not aware of the fraud until after the sale date." *Id*. at 289. Our Court found that that alleged fraud was intrinsic rather than extrinsic because it "did not prevent an adversarial trial" and the affidavits at issue "would have been contained within the trial itself." *Id*. at 291. We held that the type of fraud sufficient to reopen a judgment must be narrowly construed and once parties have had "the opportunity to present before a court a matter for investigation and determination, and once the decision has been rendered and the litigants, if they so choose, have exhausted every means of reviewing it, the public policy of this State demands that there be an end to that litigation." *Id*. at 291 (quoting *Jones v. Rosenberg*, 178 Md. App. 54, 73 (2008)). "Fraudulent or forged documents that were contained within or could have been addressed at trial—such as . . . the affidavits in *Pelletier*, 213 Md. App. at 290 – are normally considered intrinsic to the original suit." *Facey* 249 Md. App. at 634.

In the case at bar, the fraud that Appellant argues occurred was not extrinsic. Any forgery of the Deed of Trust would have been an issue "involved in the original action" and not "collateral to the issues tried in a case in which judgment is rendered." *Facey* 249 Md. App. at 600. Therefore, the court did not err or abuse its discretion in denying the motion to alter or amend the judgment or in denying the motion for reconsideration. We note, in addition, that a party seeking to vacate a judgment must have "acted in good faith and with ordinary diligence" and must "have a meritorious defense to the underlying judgment." *Facey*, 249 Md. App. at 605 (quoting *Fleisher v. Fleisher Co.*, 60 Md. App. 565, 570 (1984)). We hold that Appellant did not act with such diligence and she has not provided a meritorious defense to the judgment.

JUDGMENT OF THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY AFFIRMED; COSTS TO BE PAID BY APPELLANT.