

Circuit Court for Carroll County
Case No. 06-C-16-72267

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1359

September Term, 2017

RYAN HEWETT, *et al.*

v.

LAURA H.G. O’SULLIVAN, *et al.*

Woodward, C.J.,
Leahy,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: November 9, 2018

*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.

In October 2016, appellees, acting as substitute trustees,¹ filed an Order to Docket, in the Circuit Court for Carroll County, seeking to foreclose on real property owned by Ryan Hewett, appellant. The parties participated in an unsuccessful post-file mediation in May 2017. Thereafter, Hewett filed a “Motion to Dismiss Complaint” pursuant to Maryland Rule 14-211.² In that motion, he requested the court to dismiss the foreclosure action because, he claimed, that: (1) no representative of the secured party was present at the foreclosure mediation, as required by Section 7-105.1(1)(2)(iii) of the Real Property Article and (2) the secured party was “still evaluating [his] loan modification package post mediation.” The circuit court denied his motion without a hearing. Hewett raises three issues on appeal, which reduce to one: whether the court abused its discretion in denying his motion to dismiss the foreclosure action. For the reasons that follow, we affirm.

In his motion to dismiss, Hewett only raised two claims. However, neither of those claims is argued with particularity on appeal. First, Hewett does not raise any contentions regarding the alleged failure of the secured party to be present at the mediation. Although he cites Section 7-105(1) of the Real Property Article in its entirety, which sets forth all the requirements for conducting a post-file mediation, he does not raise any specific claim of error with respect to that statute. Rather, he only makes the conclusory assertion that: “none of the [requirements of Section 7-105.1(1)] happened.” More importantly, at no point does he discuss the specific provision that requires the presence of the secured party

¹ Appellees are Laura H.G. O’Sullivan, Chasity Brown, and Dean Christmon.

² Hewett had previously filed a motion to stay the foreclosure action that was denied in January 2017.

or its representative at the mediation or make any argument as to how that provision was violated.

Similarly, Hewett indicates in his brief that he has submitted a loan modification package pursuant to the Home Affordable Modification Program (HAMP) and that appellees have “rushed this matter to foreclosure sale . . . before the modification could be thoroughly reviewed and approved.” But, in his questions presented, he does not contend that the court abused its discretion in denying his motion to dismiss for this reason. And he does not identify any specific rule or regulation that appellees have violated in considering his HAMP application or cite any legal authority indicating that dismissal of the foreclosure action would be required under the circumstances.³ Therefore, we hold that neither of the contentions that Hewett raised in his motion to dismiss are properly before this Court on appeal. *See* Md. Rule 8-504(a)(6) (providing that a brief shall contain “[a]rgument in support of the party’s position on each issue”); *Diallo v. State*, 413 Md. 678, 692-93 (2010) (stating that “arguments not presented in a brief or not presented with particularity will not be considered on appeal”) (quoting *Klauenberg v. State*, 355 Md. 528, 552 (1999)).⁴

³ In his motion to dismiss, Hewitt did not request the court to stay the foreclosure action until his HAMP application had been reviewed. Moreover, he did not state any specific reason why his loss mitigation attempts were likely to be granted if a stay were issued.

⁴ In any event, Hewitt’s motion to dismiss did not comply with Maryland Rule 14-211(a)(3) because it was not signed under oath or affidavit and did not state with particularity how the alleged failure of the secured party to be present at the mediation or the existence of his pending HAMP application established a defense to either the validity

(continued)

Hewett does raise numerous other claims in his brief, including that: (1) appellees failed to include certain documents in the Order to Docket; (2) several of the documents in the Order to Docket were not properly signed; (3) appellees failed to provide him with adequate notice of their intent to foreclose prior to commencing the foreclosure action; and (4) appellees lacked standing to bring the foreclosure action. However, none of these contentions were raised in Hewett’s motion to dismiss. Consequently, we decline to consider them for the first time on appeal. *See* Maryland Rule 8-131(c) (stating that this Court will ordinarily not consider any issue unless it was “raised in or decided by the trial court”).

**JUDGMENT OF THE CIRCUIT
COURT FOR CARROLL COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**

of the lien or the substitute trustees’ authority to foreclose. Consequently, even if the issues raised in Hewitt’s motion to dismiss had been properly briefed, we would find no abuse of discretion in the court’s denial of that motion. *See* Md. Rule 14-211