

Circuit Court for Baltimore City
Case No. 24O16002546

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1825

September Term, 2017

OK CHA KIM

v.

LAURA H.G. O’SULLIVAN, *et. al*

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

JJ.

PER CURIAM

Filed: November 21, 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.

Ok Cha Kim, appellant, purchased real property in Baltimore in 2007. After he defaulted on his deed of trust loan, appellees, the substitute trustees, initiated a foreclosure action in the Circuit Court for Baltimore City.¹ The property was sold at a foreclosure auction and the sale was ratified on June 29, 2017.

On September 22, 2017, Kim filed four motions: a motion to amend pleadings, a motion to dismiss, a motion to strike order to docket, and a motion to vacate (the motions). All the motions raised the same claims, specifically that the foreclosure case should be dismissed because: (1) appellees lacked standing to bring the foreclosure action, and (2) the order to docket did not contain all the documents required by Maryland Rule 14-207.1. The court denied the motions without a hearing. On appeal, Kim raises twenty-nine issues that reduce to one: whether the circuit court abused its discretion in denying the motions. For the reasons that follow, we affirm.

As an initial matter, we note that “[t]he final ratification of the sale of property in foreclosure proceedings is *res judicata* as to the validity of such sale, except in the case of fraud or illegality, and hence its regularity cannot be attacked in collateral proceedings.” *Bank of New York Mellon v. Nagaraj*, 220 Md. App. 698, 707 (2014)(citation omitted). Because the foreclosure was ratified on June 29, 2017, and Kim did not appeal from the ratification order, the only way that he could have challenged the foreclosure sale on

¹ Appellees are Laura H.G. O’Sullivan, Chasity Brown, Jana M. Gantt, and Rachel Kiefer.

September 22, 2017, was to file a Rule 2-535(b) motion.² Therefore, giving Kim the benefit of the doubt, we construe the motions as having been filed pursuant to that rule. However, none of the claims raised in Kim’s motions demonstrate the existence of fraud, mistake or irregularity, as those terms are used in Rule 2-535(b), that would have warranted the circuit court vacating its order ratifying the foreclosure sale. *See generally Pelletier v. Burson*, 213 Md. App. 284, 290 (2002) (“Maryland courts have narrowly defined and strictly applied the terms fraud, mistake, [and] irregularity, in order to ensure finality of judgments.” (citation omitted)). Consequently, the circuit court did not abuse its discretion in denying the motions.

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

² In his brief, Kim contends, without citing to any legal authority, that the court was required to issue a new ratification order because it allowed appellees to file an amended report of sale after the June 29, 2017, ratification order had been entered. However, because that issue was not raised in any of his motions, it is not preserved for appeal. In any event, we note that, in the absence of a final ratification order, the only way this Court could review the denial of Kim’s motions on appeal would be if we construed them as having been filed pursuant to Maryland Rule 14-211. And, if so construed, the motions would have been properly denied because they were untimely filed. *See* Maryland Rule 14-211 (a)(2)(A) (stating that a motion to stay the sale and dismiss the [foreclosure] action “shall be filed no later than 15 days after the last to occur of . . . the date the final loss mitigation affidavit is filed”); *see also Bates v. Cohn*, 417 Md. 309, 328 (2010) (noting that a borrower “ordinarily must assert known and ripe defenses to the conduct of a foreclosure prior to the sale”).