

Circuit Court for Prince George's County
Case No. C-16-CV-23-005243

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1907

September Term, 2024

LUCILLE S. WHITE

v.

BRITNEY R. LEE, ET AL.

Wells, C.J.,
Reed,
Battaglia, Lynne A.,
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wells, C.J.

Filed: March 13, 2026

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

This appeal arises from the Circuit Court for Prince George’s County’s dismissal of appellant Lucille S. White’s complaint seeking to set aside a deed conveying real property located at 4312 Arabella Court, Upper Marlboro, Maryland (“the Property”). White alleges that the December 12, 2019 deed, by which the Property was transferred from the White Family Revocable Trust to appellee Abimbola Shadare, was executed without proper authority. White alleged her daughter, appellee Britney Lee, forged the trust instrument authorizing the conveyance.

In addition to Lee and Shadare, White sued several entities and one attorney, all of whom in some way played a role in the conveyance in this case. They are: Stewart Title Guaranty Company (“STGC”), the insurance underwriter for the 2019 deed; Sims Title, LLC., who was the settlement company through which Lee transferred the subject property to Shadare; Solomon Bankkole, Esquire, who was hired by Sims Title to act as settlement attorney; Bankkole himself; and Fulton Bank, which loaned Shadare funds to purchase the Property. Buckingham Mortgage, LLC., which originally held Shadare’s mortgage to the Property, was also sued, but Freedom Mortgage, the successor in interest to Buckingham, was substituted later in the litigation. Finally, PHH Mortgage Services (“PHH”), holder of a prior deed of trust, and Mortgage Electronic Registration Systems (“MERS”), who recorded that mortgage, were also named as defendants.

At various stages in the litigation, all the defendants moved to dismiss chiefly on the ground that White, suing in her individual capacity, lacked standing to sue on behalf of

the White Family Trust. The circuit court granted each motion in the defendants' favor. After all the motions to dismiss were granted, White appealed.

White, representing herself—as she has throughout this case—presents four questions which we have reworded for clarity:

1. Did the circuit court's error in mischaracterizing White's original complaint as a request for injunctive relief merit reversal?
2. Did the circuit court err in granting Shadare's motion to dismiss?
3. Did the circuit court err in granting Freedom Mortgage's motion to intervene and, later, granting Freedom Mortgage's motion to dismiss?
4. Did the circuit court err in granting Britney Lee's motion to dismiss?

For the reasons we discuss below, we answer each question in the negative and affirm.

FACTUAL AND PROCEDURAL HISTORY

The following facts are gleaned from the briefs filed in this Court and the pleadings filed in the circuit court. On August 17, 1999, White purchased the Property. On April 4, 2004, White created the White Family Revocable Trust, under which she served as both grantor and trustee (using her middle name "Saundra White"). According to White, the original trust designated Barbara Redden as successor trustee, with White and Lee as beneficiaries.

By deed dated April 9, 2004, White conveyed the Property to her former husband, Ellsworth White. On June 13, 2005, Ellsworth White granted a Deed of Trust in favor of PHH Mortgage Corporation. By deed dated January 2, 2007, Ellsworth White transferred the Property to Saundra White, as Trustee of the White Family Revocable Trust. This deed

was recorded among the Land Records of Prince George’s County in Book 27612, page 583.

White was convicted of mail fraud, wire fraud, money laundering, and aggravated identity theft. She was subsequently incarcerated in federal prison from 2014 through 2022.

On December 12, 2019, during White’s incarceration, Lee, acting as Successor Trustee of the White Family Revocable Trust, conveyed the Property to Shadare. The deed was recorded in Book 43038, page 432 of the Prince George’s County Land Records. At the settlement, which was conducted by Sims Title, LLC, Lee presented a trust instrument naming her as successor trustee. On December 13, 2019, Shadare obtained a purchase money mortgage in the amount of \$427,611.00 to finance the purchase of the Property. The deed of trust was recorded in Book 43038, page 439. On January 2, 2020, PHH Mortgage recorded a Certificate of Satisfaction releasing the prior deed of trust, which was satisfied with proceeds from Shadare’s purchase.

White alleges she discovered the sale of the Property in late 2020. Shadare revealed that in a pleading filed on March 4, 2021, in the United States District Court for the Northern District of Georgia (*White v. United States of America*, Case No. 1:21-cv-00258-MLB), White admitted she had knowledge of the sale as early as June 2020.

On November 17, 2023, in the Circuit Court for Prince George’s County, White, representing herself, filed a complaint titled “Emergency Complaint to Set Aside Deed for Forgery and Intentional Fraud.” The complaint alleged the trust instrument Lee presented at the settlement with Shadare was forged and that Lee lacked authority to convey the

Property. White sought three forms of relief: (1) setting aside the deed; (2) immediate possession of the property; and (3) \$435,000 in compensatory damages.

On February 6, 2024, the circuit court granted appellee Fulton Bank’s motion to dismiss. As noted, Fulton was the lending institution Shadare used to finance the purchase of the Property. The court denied White’s motion for summary judgment against Shadare without explanation.

On March 21, 2024, the circuit court held a hearing on multiple motions to dismiss. The court dismissed appellees STGC and Sims Title¹ from the complaint, finding they owed no duty to White, had no interest in the Property, and were not responsible for any alleged forgery or fraud. The court also dismissed Shadare, concluding White failed to allege: 1.) Shadare knew of any forgery or 2.) that Lee lacked capacity to convey the Property. The court did not rule on the statute of limitations issue that Shadare also raised.

On June 4, 2024, Freedom Mortgage moved to intervene as the assignee of Buckingham Mortgage. On June 10, 2024, White filed what she titled an “Amended Caption and Addition of Party and Party Designation,” adding “Saundra White, Trustee of the White Family Revocable Trust” as a plaintiff. The amended complaint attached a copy of the original complaint.

On June 24, 2024, the circuit court granted Freedom Mortgage’s motion to intervene. On July 25, 2024, the court granted Bankkole’s motion to dismiss. On August

¹ The court also dismissed defendants PHH Mortgage and MERS. It does not appear from the record that they are part of this appeal. Neither entity filed a brief.

2, 2024, the court granted Freedom Mortgage’s motion to dismiss White’s amended complaint.

On September 18, 2024, the circuit court granted Lee’s motion to dismiss White’s amended complaint and dismissed the case with prejudice as to White and “Saundra White, Trustee of the White Family Revocable Trust.” The court did not provide a written rationale for its decision.

White subsequently filed her notice of appeal on November 26, 2024. Additional facts will be included as necessary.

STANDARD OF REVIEW

Under Maryland Rule 2-322(b) a party may move to dismiss if the complaint fails to state a claim upon which relief may be granted. *Schisler v. State*, 177 Md. App. 731, 742 (2007). A motion pursuant to this subsection of Rule 2-322 tests the legal sufficiency of the complaint. *See Rossaki v. NUS Corp.*, 116 Md. App. 11, 18–19 (1997). Dismissal is proper when the alleged facts, if proven, would fail to afford relief to the plaintiff. *Hogan v. Md. State Dental Ass’n*, 155 Md. App. 556, 561 (2004).

When reviewing the grant of a motion to dismiss, “the appropriate standard of review ‘is whether the trial court was legally correct.’” *Blackstone v. Sharma*, 461 Md. 87, 110 (2018) (quoting *Davis v. Frostburg Facility Operations, LLC*, 457 Md. 275, 284 (2018)). Thus, we “review the grant of a motion to dismiss *de novo*.” *Unger v. Berger*, 214 Md. App. 426, 432 (2013) (quoting *Reichs Ford Road Joint Venture v. State Roads Comm’n*, 388 Md. 500, 509 (2005)).

In addition, we may “affirm the circuit court’s judgment ‘on any ground adequately shown by the record, even one upon which the circuit court has not relied or one that the parties have not raised.’” *Sutton v. FedFirst Fin. Corp.*, 226 Md. App. 46, 74 (2015) (quoting *Monarc Constr., Inc. v. Aris Corp.*, 188 Md. App. 377, 385 (2009)); *D.L. v. Sheppard Pratt Health Sys., Inc.*, 465 Md. 339, 350 (2019).

DISCUSSION

I. The Circuit Court’s Initial Misunderstanding of White’s Original Complaint as a Request for Injunctive Relief Does Not Merit Reversal.

White argues that because the circuit court mistook her initial pleading, titled “Emergency Complaint to Set Aside Deed for Forgery and Intentional Fraud” as a request for injunctive relief, that mistake—“a waste of judicial resources” in White’s view—requires reversal. We disagree.

From what we can glean from the record, it seems the circuit court saw the word “Emergency” in the caption of White’s pleading and interpreted it as a request for injunctive relief. *See Daily Sheet dated and filed November 20, 2023*. The court scheduled a hearing for January 3, 2024. However, by an order dated December 29, 2023, the court determined the complaint did not actually request injunctive relief and to the extent it could be construed as such, denied the motion and canceled the hearing.

As far as we can tell from the record, the court corrected its own error and the case proceeded “in the normal course.” *Order of December 29, 2023*. Although White claims she was denied her Due Process rights, we do not perceive such a violation. When the court denied injunctive relief, the case was not dismissed. Indeed, the case proceeded ostensibly

as a complaint to quiet title. The parties, including White, subsequently began discovery, filed motions for summary judgment, motions to dismiss, oppositions to various pleadings, among other things, and the court held a hearing on several of the motions to dismiss where the court heard argument from White and counsel for various defendants. We cannot conclude White was in any way prejudiced by the court’s initial confusion over the relief she sought.

II. The Circuit Court Did Not Fatally Err in Granting Shadare’s Motion to Dismiss.

White alleges the circuit court committed reversible error when it granted Shadare’s motion to dismiss for failure to state a claim under Rule 2-322(b). White reiterates a number of factual claims against her daughter, Lee, namely, the key assertion that Lee had no authority to sell the subject property as trustee to Shadare. *See, e.g.*, Appellant’s Brief at 12. In her brief, White makes a number of factual allegations against Shadare, essentially arguing Shadare committed a number of frauds.

In her brief, Shadare moves to dismiss the appeal, arguing White failed to timely file her appeal under Rule 8-202. Shadare argues White filed her complaint outside the limitations period set forth in Maryland Code Annotated, Courts and Judicial Proceedings (“CJ”) Article § 5-101, namely, three years from the date of accrual of the cause of action. If considered on the merits, Shadare argues the circuit court did not err in dismissing the complaint under Rule 2-322(b).

Preliminarily, we decline to dismiss the appeal under Rule 8-202(a). Rule 8-202(a) states generally, “the notice of appeal shall be filed within 30 days after entry of the

judgment or order from which the appeal is taken.” Shadare claims the final order dismissing her from the case was entered on September 19, 2024. According to Shadare, that means White had thirty days, or until October 21, 2024, to file a notice of appeal. White made several attempts in the circuit court to file her notice of appeal through the MDEC system, but it was rejected multiple times for various deficiencies. Each time the court gave White an opportunity to correct the deficiency. Finally, after several corrections, the court allowed the appeal to proceed.

The Supreme Court of Maryland has said that Rule 8-202(a) is a claim-processing rule, not jurisdictional; therefore, the ground for dismissal of an untimely appeal is not jurisdictional, but is for failure to comply with the Maryland Rules. *Rosales v. State*, 463 Md. 552, 568 (2019). Here, the circuit court allowed White to correct any deficiencies with her notice of appeal. For this reason, we decline to dismiss the appeal.

As for the merits of Shadare’s motion to dismiss, the circuit court held a hearing on March 21, 2024, on Shadare’s motion and similar motions filed by Sims Title, STGC, PHH, and MERS. White and counsel for each of the defendants argued their motions or opposition thereto. Specifically, in moving to dismiss, Shadare argued that in the complaint, White asserted the deed Shadare got from Lee was a forgery because White never signed it. But, according to paragraph 11 of White’s complaint, Shadare relied on Lee’s supposedly fraudulent trust document. In short, Shadare argued the complaint did not allege she committed fraud but that she relied on Lee’s alleged fraud.

In opposition, White argued (without proof) that Shadare was a friend of her former husband (by then deceased) and that Shadare knew White. White reiterated her main point was that Lee “had no authority at all to convey that property[,] . . . the trust agreement was forged.”

The court concluded White’s complaint failed to state a claim against Shadare, who the court determined was a bona fide purchaser for value. The court concluded the complaint failed to allege Shadare did anything improper.

Our review of the complaint comports with the circuit court’s findings. Specifically, in paragraph 11, White alleges Shadare purchased the subject property “based upon the forged deed,” paid for it and other personal property in the house at the time of sale, and took possession of the house and certain contents. In paragraph 25, White flatly claims Shadare “knew or should have known” that the trust document Lee presented was forged. But aside from this bald assertion, the complaint does not state a legal theory, such as fraud or negligence, that would make Shadare liable for the purchase of the subject property. Based on this, we conclude the circuit court did not err in granting Shadare’s motion to dismiss.

III. The Circuit Court Did Not Commit Reversible Error In Granting Freedom Mortgage’s Motion to Intervene and, Later, Granting Freedom Mortgage’s Motion to Dismiss.

White’s allegations of error concerning Freedom Mortgage (hereafter, simply “Freedom”) are difficult to follow as presented in her brief. Accordingly, it will be more productive to recount what facts are present in the record relevant to Freedom’s motion to

intervene and its motion to dismiss, along with the facts underlying White’s opposition to each.

Regarding the motion to intervene, we start with the fact that White sued Buckingham Mortgage in her original complaint. In paragraph 12 of the original complaint, she avers Buckingham “refinanced Defendant Shadare’s mortgage on the subject real estate purchased pursuant to the forged 12/12/2019 deed.” In its motion to intervene, Freedom explained that it is the successor in interest to Buckingham and is the current beneficiary of the “Refinance Deed of Trust.” The Refinance Deed of Trust appears as Exhibit A in Freedom’s Apx. at 12–32. Because of this, Freedom moved to intervene on June 4, 2024, and the circuit court granted the motion twenty days later.

For her part, in her brief, White reasserts her allegation that Lee fraudulently transferred the subject property to Shadare. She seems to further assert there is no real proof that Freedom is Buckingham’s successor in interest to Shadare’s mortgage.

We note Maryland Rule 2-214(a)(2) permits a party to intervene as of right when four requirements are met:

- (1) the motion to intervene was timely;
- (2) the person seeking intervention claims an interest relating to the property or transaction that is the subject of the action;
- (3) the person is so situated that the disposition of the action, as a practical matter, may impair or impede the person’s ability to protect that interest;
and
- (4) the person’s interest is not adequately represented by existing parties to the suit.

See Md. Nat'l Capital Park & Planning Comm'n v. Town of Washington Grove, 408 Md. 37, 69–70 (2009).

From our review of the record, we determine, *first*, that Freedom's motion was timely. Freedom filed its Motion to Intervene on June 4, 2024, after White named only Buckingham in the original complaint, even though Freedom was Buckingham's successor-in-interest and current holder of the Refinance Loan note. The circuit court granted the motion on June 24, 2024, before any dispositive ruling on the merits.

Second, Freedom possesses a direct interest in the property transaction as the beneficiary of the Refinance Deed of Trust dated January 20, 2021, which encumbers the subject property. White's complaint seeks to invalidate the December 12, 2019, deed and alleges that "because the deed was forged no subsequent purchaser takes title" and "neither of the other Defendants have any interest in the subject property" that allegation directly challenges Freedom's security interest.

Third, if White were to prevail in setting aside the December 12, 2019 deed, the validity of the Refinance Deed of Trust, which depends on Shadare's ownership, would be called into question.

Fourth, Freedom's interest was not adequately represented in the original complaint. White named only Buckingham—not Freedom—as a defendant, despite Freedom being the current note holder. Because of this omission, no party to the suit represented Freedom's specific interest in enforcing the Refinance Deed of Trust.

Based on our independent assessment of the record, we conclude Freedom satisfied each requirement under Rule 2-214(a)(2) to permit the circuit court to allow it to intervene. But, White argues reversal is still required because the circuit court did not explain why it granted the motion. It is a well-established principle that “[t]rial judges are presumed to know the law and to apply it properly.” *Adventist Pasteur v. Skevofilax*, 396 Md. 405, 426–427 (2007) (cleaned up); *Wagner v. Wagner*, 109 Md. App. 1, 50 (1996) (“[W]e presume judges to know the law and apply it, even in the absence of a verbal indication of having considered it.”). It is equally well-settled that there is a “strong presumption that judges properly perform their duties,” and “trial judges are not obliged to spell out in words every thought and step of logic.” *Beales v. State*, 329 Md. 263, 273 (1993).

Further, in *Cobrand v. Adventist Healthcare, Inc.*, 149 Md. App. 431, 445 (2003), we held that when a matter is reserved to the sound discretion of the trial court, “a trial judge’s failure to state each and every consideration or factor in a particular applicable standard does not, absent more, constitute an abuse of discretion, so long as the record supports a reasonable conclusion that appropriate factors were taken into account in the exercise of discretion.” (internal citations omitted). From our review of the record, there was ample evidence to support the conclusion the court understood the factors at play here. Consequently, we conclude the court did not abuse its discretion in granting Freedom’s motion to intervene.

We next turn to Freedom’s motion to dismiss. White’s arguments on this issue are clearer. In her opposition to the motion to dismiss, White alleged that before Shadare

obtained the Property, it “was owned by the White Family Revocable Trust.” White next asserted the January 2, 2007, deed conveyed the Property to “Saundra White, Trustee for White Family Revocable Trust” and, as discussed, she claimed the trust instruments Lee produced to effectuate the sale to Shadare were procured by fraud.

Freedom argued in the motion to dismiss that because White sued in her individual capacity, she lacked standing to sue on behalf of the Trust. Freedom pointed out that White did not allege the Trust’s interest in the subject property was ever conveyed to her individually. Based on the allegations in the complaint, and later in an amended complaint, Freedom argued White, in her individual capacity, lacked standing to quiet title to the subject property, relying for support on Md. Code Ann., Real Prop. § 14-108 (quiet title remedy only available to persons in possession of property “under color of title or claim of right”). Further, Freedom alleged White’s attempt to add herself in her capacity as Trustee did not cure the standing issue based on this Court’s holding in *Washington Homes, Inc. v. Interstate General Development, Inc.*, 29 Md. App. 244 (1975), *cert. denied*, 277 Md. 738 (1976), which, in sum, holds that in a situation such as this, where no proper plaintiff existed, a putative plaintiff cannot amend her way around this omission by attempting to include herself now. We note that on August 2, 2024, the circuit court granted Freedom’s motion to dismiss with prejudice.

The Real Property (“RP”) Article of Maryland’s Annotated Code § 14-108(a)² permits persons with an ownership interest in real property, “actual peaceable possession,” to bring an action to remove any blemish on the title. Non-owners “are not entitled to the benefits of a quiet title action because they are not authorized by statute to resolve clouds on a legal title which they do not own.” *Jenkins v. City of College Park*, 379 Md. 142, 153 (2003). We agree with Freedom’s argument. White alleges prior to the December 12, 2019 deed, title to the subject property was vested in herself as Trustee of the Trust. But she has sued in her individual capacity, and more importantly, she does not allege the Trust’s interest in the subject property was ever conveyed to her individually. Therefore, based on the allegations in the complaint, White—in her individual capacity—lacked standing to quiet title to the subject property. The circuit court properly dismissed White’s claim for failure to state a cause of action.

² RP § 14-108(a) states:

Any person in actual peaceable possession of property, or, if the property is vacant and unoccupied, in constructive and peaceable possession of it, either under color of title or claim of right by reason of the person or the person’s predecessor’s adverse possession for the statutory period, when the person’s title to the property is denied or disputed, or when any other person claims, of record or otherwise to own the property, or any part of it, or to hold any lien encumbrance on it, regardless of whether or not the hostile outstanding claim is being actively asserted, and if an action at law or proceeding in equity is not pending to enforce or test the validity of the title, lien, encumbrance, or other adverse claim, the person may maintain a suit in accordance with Subtitle 6 of this title in the circuit court for the county where the property or any part of the property is located to quiet or remove any cloud from the title, or determine any adverse claim.

As for White’s attempt to amend the complaint and name herself as trustee, our decision in *Washington Homes* is instructive. There, in June 1972, Washington Homes signed an agreement with Interstate Land Development Company to purchase 253 lots in the “Bannister Neighborhood” and received an option to purchase approximately 253 more lots in the “Wakefield Neighborhood.” The option had to be exercised within two years or it would expire. 29 Md. App. at 247.

In March 1973, Interstate Land sold the Bannister Neighborhood property to Interstate General Development and assigned the contract with Washington Homes to Interstate General. However, the assignment specifically excluded Interstate Land’s rights concerning options on land outside the Bannister Neighborhood, meaning Interstate General received no rights to the Wakefield option. *Id.* Interstate General filed suit seeking a declaration that Washington Homes had failed to exercise the Wakefield option within the required time period. Throughout trial, Interstate General’s lawyers believed they had been assigned the option rights and insisted they were the proper party to bring the lawsuit. *Id.* at 248, 251.

Below, Washington Homes argued Interstate General was “the wrong corporation to bring the suit.” *Id.* at 248, 254. On appeal, Washington Homes argued two main points. *First*, that the circuit court erred in amending the pleadings on its own motion to add Interstate Land as a necessary party plaintiff. The court did so after the parties had already rested their cases and the court was rendering its decision. *Id.* at 245–246, 248–250.

Second, Washington Homes argued the circuit court erred in holding the option agreement was too vague to be enforceable. *Id.* at 246.

This Court held it was reversible error to allow the amendment adding Interstate Land as a plaintiff. Specifically, we held Interstate General had no legal interest in the option and was not a proper party to bring the declaratory judgment action. *Id.* at 250–251. Further, Maryland Rule 320(b)(1), now Rule 2-341(c)(5), requires that when correcting nonjoinder or misjoinder, “one of the original plaintiffs and one of the original defendants must remain as parties to the action.” *Id.* at 252. This meant that “an amendment to correct nonjoinder or misjoinder may not be made unless at least one of the original plaintiffs and at least one of the original defendants would, after the amendment is made, remain in the case as proper parties to the action.” *Id.* at 252.

We determined that because Interstate Land was the only proper party to seek declaratory relief and Interstate General had no right to be a plaintiff, there could be no amendment adding Interstate Land while keeping Interstate General’s name in the caption. *Id.* at 252–253 (citing *Illian v. Northwestern Ins. Co.*, 215 Md. 507, 517 (1958) for the proposition that where the original plaintiff has no right to be a plaintiff or join in the action, “there could be no amendment” to add the proper party). Consequently, we held the proper resolution was to deny the declaration and dismiss the bill of complaint. *Washington Homes*, 29 Md. App. at 255.

We agree with Freedom that Washington Homes—which is still good law—controls here. White lacked standing to quiet title in her individual capacity because she holds no

ownership interest in the Property as the true ownership interest is held by the Trust. White’s attempted amendment adding the Trust as plaintiff violated Rule 2-341(c)(5) because the original plaintiff was not a proper party. Based on our holding in *Washington Homes*, dismissal was the appropriate remedy in this case.

IV. The Circuit Court Did Not Fatally Err in Granting Lee’s Motion to Dismiss.

In her final assignment of error, White contends the circuit court erred in granting Lee’s motion to dismiss. In her brief, she argues the circuit court erred in not setting forth its reasons for granting Lee’s motion to dismiss. Further she asserts the record does not support the conclusion that the circuit court followed the law in doing so. Much of the rest of her argument is a recitation of factual allegations of how Lee supposedly gained control of the White Family Trust and fraudently sold the Property to Shadare. White concludes contending the circuit court “exceeded its discretion” in granting Lee’s motion to dismiss because White had standing to sue as the real party in interest.

In her motion to dismiss, Lee outlined the background of this case and why White had no standing to sue. Those facts are set forth elsewhere in this opinion. By the time Lee filed her motion to dismiss, she was the sole defendant remaining in suit. As did Freedom and other defendants, Lee moved to dismiss on the ground that White had no standing to sue as she held no interest in the subject property. Further, like Freedom, Lee argues White could not amend her way out of having no standing, by simply amending the complaint and adding herself as trustee.

For the same reasons we articulated in section III of this opinion addressing Freedom’s motion to dismiss, we conclude the circuit court did not err in dismissing the complaint against Lee. White alleges that before the December 12, 2019 deed, title to the subject property was vested in herself, as Trustee of the Trust. But even if that were true, and there seems to be ample evidence in the record to suggest that it is not, White in her individual capacity sued Lee, and, in the original complaint she did not allege that the Trust’s interest in the subject property was ever conveyed to her individually. Based on the allegations in the complaint, White, in her individual capacity, lacks standing to quiet title to the subject property.

And, for the reasons we articulated earlier with respect to Freedom, White’s amended complaint against Lee also fails. White lacks standing to quiet title in her individual capacity because she holds no ownership interest in the subject property. The true ownership interest is held by the Trust. White’s attempted amendment adding the Trust as plaintiff violated Rule 2-341(c)(5) because the Trust was not an original plaintiff. Based on our holding in *Washington Homes*, dismissal is the appropriate remedy.

CONCLUSION

We hold the circuit court did not err by initially mischaracterizing White’s Emergency Complaint to Set Aside Deed, et. cetara, as a request for injunctive relief. The court realized that mistake, took the case out of an emergent posture, and permitted the suit to proceed. We conclude that with respect to Shadare, the buyer of the subject property, the circuit court properly dismissed the complaint against her because the complaint did not

allege she committed any wrong against White. With respect to Freedom Mortgage, the circuit court properly granted their motion to intervene. As the successor in interest to Shadare’s note on the subject property, Freedom had a cognizable interest in the litigation and was entitled to enter the suit to protect its interests. Finally, with regard to both Freedom and Lee, the circuit court did not err in dismissing either party as White did not allege she had an interest in the property having sued in her individual capacity. And, White could not “fix” this omission by adding herself as trustee to an amended complaint because the Trust had to be an original party to the complaint to effectuate the amendment, but it was not. Therefore, dismissal was the appropriate remedy. *Washington Homes*, 29 Md. App. at 255.

**JUDGMENT OF THE CIRCUIT COURT
FOR PRINCE GEORGE’S COUNTY
AFFIRMED. APPELLANT TO PAY THE
COSTS.**