

Circuit Court for Cecil County
Case No. C-07-CV-20-000142

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 2447

September Term, 2024

ROBERT MALINOWSKI

v.

KRISTINE D. BROWN, *et al.*

Graeff,
Kehoe, S.,
Wright, Alexander, Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Kehoe, J.

Filed: April 29, 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 matter involves a series of unsuccessful attempts to prevent foreclosure of a residential property in Cecil County, Maryland. We begin by emphasizing that Appellant, Robert Malinowski (“Mr. Malinowski”), though representing himself, is not necessarily unfamiliar with this Court. This is Mr. Malinowski’s third appeal concerning the foreclosure action commenced on March 20, 2020, by Appellees, Kristine D. Brown, Gregory N. Britto, William M. Savage, and R. Kip Stone (collectively, “Substitute Trustees” acting on behalf of Wells Fargo Bank, N.A.). For six years, Mr. Malinowski has claimed an equitable interest in the property located at 115 Tockwogh Drive, Earleville, Maryland 21919 (“Property”), previously owned by his former spouse, Lindsey Haneschlager (“Ms. Haneschlager”).

On April 13, 2022, we dismissed Mr. Malinowski’s first appeal¹ which challenged the circuit court’s denial of a series of motions to stay or dismiss the foreclosure action, on the ground that it was untimely filed. On November 22, 2024, we dismissed Mr. Malinowski’s second appeal² as moot because, on October 31, 2024, the Property was sold at a public auction. On January 10, 2025, the circuit court ratified the sale of the Property, which prompted Mr. Malinowski to appeal a third time, raising an array of challenges to the handling of the foreclosure matter once again.

In response, the Substitute Trustees have moved to dismiss the appeal, contending that Mr. Malinowski lacks the legal right to challenge the sale. Alternatively, the Substitute

¹ *Malinowski v. Brown*, CSA-REG-0475-2021.

² *Malinowski v. Brown*, ACM-REG-0954-2024.

Trustees argue that the circuit court’s rulings were correct, and thus, that the judgment should be affirmed.

For the reasons herein, we affirm the judgment of the Circuit Court for Cecil County.

I. FACTUAL & PROCEDURAL BACKGROUND

A. Mr. Malinowski’s History With Ms. Haneschlager and Putative Interest in the Property

On August 14, 2015, Ms. Haneschlager executed a Note promising to pay the lender, Wells Fargo Bank, N.A. (“Wells Fargo”), the principal amount of \$314,030.00, plus interest. The Note was secured by a Purchase Money Deed of Trust encumbering the Property. Cecil County land records indicate that Ms. Haneschlager is the sole borrower and record owner of the Property. On December 18, 2016, Mr. Malinowski and Ms. Haneschlager married. Mr. Malinowski and Ms. Haneschlager lived in the Property together, along with their children.

On June 2, 2019, Ms. Haneschlager defaulted on the Note, and on August 23, 2019, Wells Fargo mailed Ms. Haneschlager a Notice of Intent to Foreclose. In October 2019, Mr. Malinowski and Ms. Haneschlager separated. Thereafter, divorce proceedings³ commenced in the Circuit Court for Cecil County and an order (“Interim Order”) was entered on March 18, 2020. The Interim Order stated as follows:

ORDERED, The marital home at 115 Tockwogh Drive, Earleville, Maryland 21919, with a mortgage loan through Wells Fargo, mortgage account number [XXXXXXXXXXXXXXXX], is declared marital property between Lindsey Malinowski, Plaintiff and Robert Malinowski, Defendant.

³ *Lindsey Malinowski v. Robert Malinowski*, C-07-FM-19-000936.

ORDERED, The Defendant, Robert Malinowski, has an equitable interest in the marital home at 115 Tockwogh Drive, Earleville MD, 21919.

ORDERED, The marital home at 115 Tockwogh Drive, Earleville MD, 21919 is declared a marital asset that is not to be sold, have any transactions completed upon the home, listed for sale, or any other financial transaction without the courts consent,

ORDERED, Robert Malinowski is declared a third party with consent authorization for the mortgage account number [XXXXXXXXXXXXXXXX], for the home at 115 Tockwogh Drive, Earleville Maryland, 21919,

ORDERED, Robert Malinowski is authorized by the court to enter into a mortgage reinstatement agreement to bring the mortgage current by April 30, 2020.

The proceedings continued, and after a full trial on the merits, the court entered an order memorializing the Judgment of Absolute Divorce (“JAD”) on July 9, 2021. The JAD stated in relevant part:

ORDERED, that the Defendant, Robert Malinowski, is denied the use of possession of the parties’ former marital home at 115 Tock Wogh [*sic*] Drive, Earleville, Maryland 21919; and it is further

ORDERED, that the Defendant, Robert Malinowski, shall be afforded sixty (60) days from May 28th, 2021 to refinance the former marital home into his name alone with the understanding that said ability to refinance in the period of 60 days shall not stay any foreclosure action; and it is further

ORDERED, that at the expiration of the sixty (60) days from May 28th, 2021, if the Defendant is unable to successfully complete a refinance, then the home shall be listed for sale . . .

B. Foreclosure Action

In the midst of the Malinowskis’ divorce proceedings, on March 20, 2020, the Substitute Trustees commenced the foreclosure action by filing an Order to Docket

Foreclosure and required affidavits.⁴ On March 28, 2020, Mr. Malinowski filed a Motion to Intervene. Therein, Mr. Malinowski stated that he lives in the Property with his three children, has invested in and maintained the Property (such that he has all, if not most, of the equity), and his “only wish is to bring the mortgage current.” Mr. Malinowski further claimed that Ms. Haneschlager and Wells Fargo prevented him reinstating the mortgage. On May 11, 2020, the circuit court granted Mr. Malinowski’s Motion to Intervene.

On October 15, 2020, Mr. Malinowski filed a Motion to Stay Foreclosure of Marital Home (“October 2020 Motion to Stay”). On November 12, 2020, the circuit court deferred ruling on the October 2020 Motion to Stay “to determine compliance with the Third Amended [Admin.] Order dated 10-2-20[.]”⁵ On November 13, 2020, the Clerk notified Mr. Malinowski that a hearing was set for December 16, 2020, at 1:30 P.M. On December 16, 2020, at 11:26 A.M., the court issued an Order that stated the following:

Due to the impending snowstorm scheduled to commence around noon today, and lack of notice to Plaintiff’s counsel regarding today’s scheduled hearing, it is this 16[th] day of December, 2020, by the Circuit Court for Cecil County:

⁴ See Md. Rule 14-207.

⁵ The court is referring to the *Third Amended Administrative Order Lifting the Suspension During the COVID-19 Emergency of Foreclosures, Evictions, and Other Ejectments Involving Residences* (October 2, 2020). Therein, then-Chief Judge Mary Ellen Barbera addressed various moratoria issued by federal agencies or entities on residential foreclosures. Over the course of the pandemic, many more administrative orders were issued, including the *Seventh Amended Administrative Order on the Suspension During the COVID-19 Emergency of Foreclosures, Evictions, and Other Ejectments Involving Residences* (February 2, 2021), referred to by the court during the hearing on February 3, 2021, discussed *infra*. For a list of Maryland administrative orders issued during the pandemic, please see <https://www.mdcourts.gov/coronavirusorders>.

ORDERED that the Motion to Stay Foreclosure of Marital Home scheduled to be heard this afternoon at 1:30 p.m. is hereby postponed and shall be rescheduled for a date and time convenient with the Court and counsel/parties; and,

IT IS FURTHER ORDERED that all foreclosure proceedings are hereby stayed pending such hearing and ruling by the Court.

On December 18, 2020, the Substitute Trustees filed a Notice of Stay wherein they informed the circuit court that the matter is subject to a federal moratorium, and that they will respond to the October 2020 Motion to Stay upon the conclusion of the moratorium. On December 22, 2020, the Clerk notified Mr. Malinowski that the hearing was rescheduled for February 3, 2021. The stated purpose of the hearing remained “to determine compliance with Order dated 10/2/2020.” As planned, on February 3, 2021, the circuit court held the hearing.⁶ On March 5, 2021, the circuit court denied Mr. Malinowski’s

⁶ The three-minute proceeding was as follows:

THE COURT: All right. This is the matter of Kristine Brown, et al., versus Lindsay Haneschlager, et al. It’s a foreclosure matter. CV-20-142. The matter was scheduled today for basically a status hearing on the stay that was previously issued in this matter. And I’m not sure – Mr. Savage, you may be aware. I just gave a copy to Mr. Malinowski. There was a new administrative order issued yesterday, a Seventh Amended Administrative Order again

October 2020 Motion to Stay. On April 5, 2021, Mr. Malinowski filed a Motion to Reconsider the denial of the October 2020 Motion to Stay. On April 29, 2021, the circuit court denied Mr. Malinowski's Motion to Reconsider.

continuing the stay of residential foreclosures. I think you acknowledged that previously in a pleading or a line.

MR. SAVAGE: Is that a state court order or is that the federal moratorium?

THE COURT: Well, I think this echos [sic] the federal moratorium, but it's also an order issued by our Chief Judge of the Court of Appeals of Maryland.

MR. SAVAGE: I would like to say I look forward to seeing it, but not really. I'll have to look it up. I didn't realize that.

THE COURT: If not, if you want, when we conclude here I'll try to email it to you and that way you'll have it.

MR. SAVAGE: I would appreciate that, Your Honor. This is a USDA loan so it is on a moratorium and was already on a moratorium that remains in effect.

THE COURT: Right. And per the terms of the order, I mean, all of these residential foreclosures, they're stayed pending the result of this emergency [s]ituation due to the COVID. So at this point, I mean, there is really no action for the Court to take, other than the matter still stands stayed until the emergency has been lifted by either the federal government and/or our Chief Judge, and at that time the matter can proceed.

MR. SAVAGE: All right. Well, thank you. Thank you, Your Honor.

* * *

(Zoom connection ended.)

MR. MALINOWSKI: Am I dismissed, Your Honor?

THE COURT: Yep.

MR. MALINOWSKI: Thank you.

THE COURT: Like I said, nothing is happening right now, but at some point

—

MR. MALINOWSKI: I understand.

THE COURT: — whenever the stay is lifted.

MR. MALINOWSKI: I can bring it current. I just need to know the security is not going to be liquidated. Thank you, sir.

THE COURT: Okay.

C. First Appeal

On June 2, 2021, Mr. Malinowski noted his first appeal, and on December 1, 2021,

Mr. Malinowski presented the following questions to this Court:

1. Did the Judge make an error not considering that Wells Fargo violated the Order issued by this court?
2. Did the trial Judge make an error by having an ex parte discussion with attorney William Savage and not disclosing the conversation?
3. Does Wells Fargo have the right to violate a Maryland State Circuit Court Order, regarding a home that is marital property?
4. Does Wells Fargo have the right to force a home into foreclosure by refusing to accept the payment of a spouse who is living in the home with his children?

On March 24, 2022, we issued an Order to Show Cause requiring Mr. Malinowski to explain why the appeal should not be dismissed as untimely filed. Mr. Malinowski, while explaining reasons why the appeal was untimely filed, acknowledged that it was, in fact, untimely. We explained to Mr. Malinowski that his response did not suggest any statute, rule, or other law that would excuse his untimely notice of appeal. Accordingly, on April 13, 2022, we dismissed the appeal as untimely filed. Mr. Malinowski appealed that decision, and on August 30, 2022, our Supreme Court denied Mr. Malinowski's Petition for Writ of Certiorari. *See Malinowski v. Brown*, 483 Md. 13 (2022).

D. Motions to Stay

On April 17, 2024, the circuit court issued a Notice of Contemplated Dismissal pursuant to Maryland Rule 2-507(c). On May 7, 2024, the Substitute Trustees filed a Motion to Defer Dismissal. On May 28, 2024, the circuit court granted the Substitute

Trustees' motion and deferred dismissal for 120 days. On July 8, 2024, Ms. Haneschlager, through counsel Diana Kahn, Esq., filed a Motion to Stay Foreclosure Proceedings for 30 Days. On July 9, 2024, the circuit court granted Ms. Haneschlager's Motion to Stay. On July 10, 2024, Mr. Malinowski filed a Motion to Stay Any Sale of the Home ("July 2024 Motion to Stay"). On July 11, 2024, the circuit court denied Mr. Malinowski's July 2024 Motion to Stay.

E. Second Appeal and Sale of Property

On July 12, 2024, Mr. Malinowski filed a second notice of appeal. On October 1, 2024, the Substitute Trustees filed a Motion to Dismiss, which Mr. Malinowski opposed on October 21, 2024. On October 29, 2024, Mr. Malinowski filed an Amended Motion to Dismiss for Improper Service, Fraud, Illegal Conduct and Stay Sale ("October 2024 Motion to Dismiss Appeal"). On October 31, 2024, the Property was sold.

On November 6, 2024, Mr. Malinowski filed an Informal Brief to this Court in which he raised the following issues:

Question 1: Did the Circuit Court make an error accepting a motion to defer from Wells Fargo Substitute Trustees without a Certificate of Service detailing proper service for the Defendant Intervenor?

Question 2: Did the Circuit Court make an error by not holding a hearing and dismissing the foreclosure?

Question 3: Did the Circuit Court make an error not holding a merits hearing, or making a decision o[n] the Appellant[']s June 26, 2024 Motion to Dismiss?

Question 4: Is there possible fraud, inequities and irregularities in the decisions and the case that require a hearing to serve the benefit of justice?

On November 12, 2024, we issued an Order to Show Cause requiring Mr. Malinowski to explain why the second appeal should not be dismissed as moot. On November 14, 2024, a Report of Sale was filed in the foreclosure action indicating that the Property had been sold on October 31, 2024. Consequently, on November 22, 2024, having received no response from Mr. Malinowski, we dismissed the second appeal as moot. On December 13, 2024, Mr. Malinowski filed a Motion for Reconsideration of our decision to dismiss the appeal, which we denied on January 6, 2025.

F. Post-Sale Exceptions, Ratification, and the Current Appeal

On December 16, 2024, Mr. Malinowski filed a motion titled Objection to Foreclosure Sale Ratification Due to Fraud, Irregularities, Violation of Process (“Post-Sale Exceptions”).⁷ Among other things, Mr. Malinowski argued in his Post-Sale Exceptions that “[i]t was, and is, a violation of Defendant Intervenor’s due process to have sold the house without a hearing” On January 10, 2025, the circuit court issued an Order titled

⁷ Generally, this Court liberally construes pleadings filed by self-represented litigants. *See Huertas v. Ward*, 248 Md. App. 187, 207 (2020) (citing *Mitchell v. Yacko*, 232 Md. App. 624, 643 n.12 (2017)). Under Maryland law, when motions and other pleadings are considered by a trial judge, it is the substance of the pleading that governs its outcome, and not its form. *See Davis v. Bd. of Educ. Prince George’s Cnty.*, 222 Md. App. 246, 271 (2015) (quoting *Hill v. Hill*, 118 Md. App. 36, 44 (1997)). In other words, the nature of a motion is determined by the relief it seeks and not its label or caption. *Id.* (quoting *Hill*, 118 Md. App. at 44). Despite its label “Objection” rather than “Exceptions” we understand and believe the motion did enough to communicate to the court and to the Substitute Trustees that the filing constituted his exceptions pursuant to Md. Rule 14-305(e)(1). *See Huertas*, 248 Md. App. at 207. Accordingly, we will refer to and analyze this filing as if it were labeled as such. This, however, is not to say that the content of the motion did enough to halt the ratification of the sale. *See infra* Section III.F.

Final Ratification of Sale and Referral to Auditor (“Final Ratification Order”). The Final Ratification Order states in relevant part:

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the Report of Sale within the time limited by the Notice published in accordance with [Rule 14-305(d)], it is ORDERED that:

1. The sale of the real estate made and reported in this action is final and ratified. . . .

On February 9, 2025, Mr. Malinowski timely appealed the Final Ratification Order.

Additional facts will be provided as needed below.

II. QUESTIONS PRESENTED

At this juncture, Mr. Malinowski presents ten issues for us to review.⁸ The Substitute Trustees reduce Mr. Malinowski’s concerns to three questions:

⁸ Mr. Malinowski’s issues appear verbatim in his Informal Brief as follows:

Issue 1. Judge Davis made an error ratifying the sale wrongly stating that the Appellants Objection to the Sale was filed late. The Circuit Court Clerk also

1. Whether Appellant, as a non-party with no legal or equitable interest in the property, has standing to bring this post-sale appeal of the ratification of the foreclosure?
 2. Whether the Circuit Court abused its discretion in denying Appellant's repeated pre-sale motions to stay or dismiss the foreclosure under Maryland Rule 14-211?
-

provided wrong information regarding the due date for the Objections. Regardless, the Appellant filed the Objections on time by Maryland rules.

Issue 2. The Appellant filed a Motion to Dismiss that was ignored by the Court. The Appellant also filed multiple requests for a hearing over the last five years and a hearing was never held.

Issue 3. Wells Fargo repeatedly violated the Court Order pushing the home into foreclosure. This was a violation of the Appellants federal right as a Successor in Interest.

Issue 4. Wells Fargo Attorney William Savage violated the Appellant's right to due process and a fair hearing when he had an undisclosed ex parte conversation with Judge Baynes before a hearing was held.

Issue 5. Wells Fargo attorneys repeatedly violated Maryland Rules of Service and the Court of Appeals Order to serve the Appellant through the MDEC system.

Issue 6. Wells Fargo never served Lindsey Haneschlager. The service provider may, or may not have, served the Appellants high school age son four years after Lindsey Haneschlager abandoned the house, which is the Appellants home. Haneschlager did not live at the home.

Issue 7. Wells Fargo Attorneys and Haneschlager's attorney Kahn failed multiple times to provide a certificate of service. Both attorneys literally avoided, and refused, serving the Appellant.

Issue 8. No hearing has been held despite multiple requests from the Appellant for five years. The Appellant is entitled to an evidentiary hearing and a merits hearing. Exhibit 4

Issue 9. Wells Fargo violated two Circuit Court Orders. This violated the Dodd Frank Act for the Appellant as a Successor in Interest and as an equity holder by Maryland State Law. Also, Wells Fargo violated state and federal law by dual tracking the foreclosure.

Issue 10. Haneschlager's attorney Kahn failed to serve the Appellant and committed fraud by alleging there was a contract to sell the house when there never was a contract. Judge Davis abused discretion by refusing to hold a hearing while assisting Khan and Haneschlager hide details of the home sale from the Appellant. Judge Davis continued to abuse discretion when he ratified the sale of the home.

3. Whether the Circuit Court abused its discretion in ratifying the foreclosure sale and denying post-sale exceptions under Maryland Rule 14-305?

We endeavor to address Mr. Malinowski's main concerns, albeit under a different framework for legal clarity. To do so, we need not answer the first two questions presented by the Substitute Trustees. Instead, we answer whether the circuit court abused its discretion in overruling Mr. Malinowski's post-sale exceptions without a hearing and ratifying the sale of the Property thereafter.

III. DISCUSSION

At the outset, we observe that Mr. Malinowski primarily challenges rulings that were addressed or could have been addressed in one or more of his previous appeals.⁹

Reconsideration of our prior decisions is precluded:

It is the well-established law of this state that litigants cannot try their cases piecemeal. They cannot prosecute successive appeals in a case that raises the same questions that have been previously decided by this Court in a former appeal of that same case; and, furthermore, they cannot, on the subsequent appeal of the same case raise any question that could have been presented in the previous appeal on the then state of the record, as it existed in the court of original jurisdiction.

Fid.-Balt. Nat'l Bank & Tr. Co. v. John Hancock Mut. Life Ins. Co., 217 Md. 367, 371–72 (1958). For this reason, “[o]nce an appellate court has answered a question of law in a

⁹ Under Rule 5-201(b), we may take judicial notice of the existence of court records, such as docket entries and the fact that a prior case was filed, as these are public records not subject to reasonable dispute. *See* Md. Rule 5-201; *see also In the Matter of AutoFlex Fleet*, 261 Md. App. 627, 683 (2024).

given case, the issue is settled for all future proceedings.” *Stokes v. Am. Airlines, Inc.*, 142 Md. App. 440, 446 (2002).

We nonetheless take care to explain why Mr. Malinowski’s main concerns cannot be appropriately reviewed or lack merit, in the hope of providing clarity and ending this litigation. Unreviewable issues aside, we hold that the circuit court did not abuse its discretion in overruling Mr. Malinowski’s post-sale exceptions without a hearing and ratifying the sale of the Property.

A. Ex Parte Discussion on December 16, 2020

In his initial brief, Mr. Malinowski contends as follows:

Wells Fargo Attorney William Savage violated the Appellant’s right to due process and a fair hearing when he had an undisclosed ex parte conversation with Judge Baynes before a hearing was held. The Appellants right to due process was violated by attorney William Savage when he contacted Judge Baynes prior to the 2/3/2021 hearing and discussed the foreclosure case and the Appellants divorce case for approximately an hour. This violation was never revealed by Savage or Judge Baynes. Savage slandered the Appellant during the phone call with Judge Baynes as per Wells Fargo records regarding their payment to Savage. This was a blatant violation of due process and violated the Appellant’s right to fair hearing. This is a common theme for Judge Baynes. No hearing was ever held.

The Substitute Trustees poke holes in Mr. Malinowski’s argument, noting that “[a]side from saying so, Malinowski fails to provide record evidence of any such communications, identify the subject of those communications, articulate why he contends those communications were inappropriate,” averring that Mr. Malinowski’s “bare allegations of ex parte communications cannot satisfy the standard under Rule 14-211[.]”

In his reply brief, Mr. Malinowski elaborates that “Wells Fargo paid attorney William Savage \$500.00 to obtain a secret meeting” to violate Mr. Malinowski’s rights, including the right to a hearing. Mr. Malinowski supports this contention by pointing to, what appears to be, a billing entry from December 16, 2020, acquired from Wells Fargo, that states in relevant part:

THE BORROWER’S SPOUSE IS NOT ON TITLE AND IS NOT ON THE NOTE AND IS THEREFORE NOT A PARTY TO THE LOAN CONTRACT. HE DOES NOT HAVE THE MONEY TO REFINANCE AND HIS DIVORCE IS NOT FINAL SO HE HAS NOT BEEN ABLE TO ACQUIRE TITLE. SPENT 1.5 HOURS SORTING THROUGH THIS IN CONVERSATION WITH JUDGE BAINES [*sic*], AND THE BORROWER AND REVIEW OF COLLATERAL DIVORCE CASE.

We observe that Mr. Malinowski posed a similar question to us in his first appeal,¹⁰ which we dismissed as untimely. Given that this question “could have been presented in the previous appeal on the then state of the record[,]” had it been brought to us in a timely manner, Mr. Malinowski cannot seek review of this issue again. *Fid.-Baltimore Nat’l Bank & Tr. Co.*, 217 Md. at 371–72.

Moreover, it is appellants’ obligation to “to articulate and adequately argue all issues the appellant desires the appellate court to consider in the appellant’s initial brief.” *Westminster Mgmt., LLC v. Smith*, 486 Md. 616, 674 (2024) (quoting *Oak Crest Vill., Inc. v. Murphy*, 379 Md. 229, 241 (2004)). For this reason, “[i]f a point germane to the appeal is not adequately raised in a party’s brief, the court may, and ordinarily should, decline to

¹⁰ See *supra* Section I.C. (“Did the trial Judge make an error by having an ex parte discussion with attorney William Savage and not disclosing the conversation?”).

address it.” *Id.* (quoting *DiPino v. Davis*, 354 Md. 18, 56 (1999)). Mr. Malinowski failed to set forth facts describing what occurred at the “secret meeting” with particularity in his initial brief. Furthermore, even with the added documentation of the discussion, Mr. Malinowski fails to argue *why* the discussion was improper.¹¹ The issue of whether Mr. Malinowski’s “right to due process and a fair hearing” was violated has not been adequately raised, such that we may decline to address it.¹² *See Westminster Mgmt., LLC*, 486 Md. at 674.

B. Lack of Ruling and Hearing on the June 2024 Motion to Dismiss

Mr. Malinowski next claims that the circuit court ignored his June 2024 Motion to Dismiss. The Substitute Trustees respond that any lack of ruling is irrelevant, moot, and is not an abuse of discretion establishing reversible or prejudicial error. The Substitute

¹¹ We note that the billing entry indicates, “conversation with Judge Baines [sic], and the Borrower.” It appears that whatever conversation that Judge Baynes had with counsel was in the presence of the Borrower.

¹² Nevertheless, assuming the issue was properly raised, we would likely be skeptical of the argument’s cogency. In *Morgan v. Morgan*, we explained that in a mortgage foreclosure proceeding, the first phase, that is, when the plaintiff satisfies the court that they have a right to have the property sold, “may, to a large extent, be ex parte[.]” 68 Md. App. 85, 96 (1986) (citing *Fisher v. Federal National Mortgage Association*, 360 F. Supp. 207 (D. Md. 1973)); *see also G.E. Capital Mortg. Servs., Inc. v. Levenson*, 338 Md. 227, 245 (1995) (“Foreclosure pursuant to a power of sale is intended to be a summary, in rem proceeding.”). Here, the ex parte discussion occurred in December 2020, during the first phase of the foreclosure proceedings which commenced upon the filing of the order to docket earlier that year in March 2020. We note that the billing entry indicates, “conversation with Judge Baines [sic] and the borrower. . . .” It appears whatever conversation that Judge Baynes had with counsel was in the presence of Ms. Haneschlager. On the limited record before us, we perceive no error with the discussion on December 16, 2020.

Trustees point out that the circuit court granted Ms. Haneschlager’s Motion to Stay, Mr. Malinowski appealed that decision, and we dismissed that appeal.

Again, the disposition of Mr. Malinowski’s prior appeal precludes our review. Mr. Malinowski already raised this issue in his second appeal to this Court.¹³ As the Substitute Trustees correctly note, we dismissed the second appeal on mootness grounds. Accordingly, since this issue was actually raised by Mr. Malinowski and decided by this Court in Mr. Malinowski’s former appeal, further review is barred. Once we answered the question of law in Mr. Malinowski’s second appeal—that all of Mr. Malinowski’s pre-sale challenges (including his challenge to the ruling on the June 2024 Motion to Dismiss) are moot given the sale of the Property—the issue became “settled for all future proceedings,” including this one.¹⁴ *See Stokes*, 142 Md. App. at 446.

C. Ostensible Fraud

Mr. Malinowski further claims that Wells Fargo “push[ed] the home into foreclosure” violating his right as a “successor in interest.”¹⁵ On page three of his initial

¹³ *See supra* Section I.E. (“Did the Circuit Court make an error not holding a merits hearing, or making a decision o[n] the Appellant[’]s June 26, 2024 Motion to Dismiss?”).

¹⁴ Even so, we believe Mr. Malinowski is incorrect in his assertion that the court “ignored” his motion. When the circuit court granted the Motion to Stay Foreclosure Proceedings for 30 Days in July 2024, the court implicitly denied Mr. Malinowski’s June 2024 Motion to Dismiss.

¹⁵ Mr. Malinowski claims that he is “considered by the Federal Rules as a Successor in Interest” citing 12 C.F.R. § 1024.31. Despite Mr. Malinowski’s assertion, he is not considered to be a “successor in interest” pursuant to “Regulation X” which implements the Real Estate Settlement Procedures Act, codified at 12 U.S.C. §§ 2601 *et seq.* Under 12 C.F.R. § 1024.31, a successor in interest means a person to whom an ownership interest in

brief, Mr. Malinowski contends that Wells Fargo refused to follow court orders by refusing to accept his payment and refusing to grant him third-party authorization status. Seven pages later, Mr. Malinowski concedes the opposite: “Wells Fargo was willing to accept payment from Robert Malinowski and grant him third[-]party authorization. Robert Malinowski was not willing to make a payment to bring the mortgage current due to the bank[’]s dual tracking.”

The Substitute Trustees contend that the failure to accept unidentified payments from Mr. Malinowski is not a colorable basis to grant a Rule 14-211 motion, let alone establish an abuse of discretion. The Substitute Trustees assert that Mr. Malinowski has

a property securing a mortgage loan subject to this subpart is transferred from a borrower, provided that the transfer is as follows:

- (1) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- (2) A transfer to a relative resulting from the death of a borrower;
- (3) A transfer where the spouse or children of the borrower become an owner of the property;
- (4) A transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the borrower becomes an owner of the property; or
- (5) A transfer into an inter vivos trust in which the borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.

None of these definitions apply to Mr. Malinowski as there has been no “transfer” of any ownership interest in the Property. Mr. Malinowski further alleges that the Substitute Trustees had no right to initiate the foreclosure sale because the Substitute Trustees failed to comply with the loss mitigation procedures outlined in 12 C.F.R. § 1024.41. Under 12 C.F.R. § 1024.41(a), however, a “borrower may enforce the provisions of this section” Mr. Malinowski is not the borrower, Ms. Haneschlager is.

“not identified what payments were not accepted, whether payments were made before or after the default and acceleration, and certainly has not established that he refinanced, assumed, or reinstated the mortgage.”

Putting Mr. Malinowski’s self-contradiction aside, review of this issue is again precluded. *See Fid.-Balt. Nat’l Bank & Tr. Co.*, 217 Md. at 371–72. Mr. Malinowski contested Wells Fargo’s failure to accept payments, violation of orders, and federal law violations, in his second appeal,¹⁶ which we dismissed as moot.¹⁷ We remind Mr. Malinowski that these arguments—that Wells Fargo failed to comply with Regulation X and engaged in fraud—relate not to the procedure of the sale, but to whether there was a right to foreclose on the property. Accordingly, the proper time to challenge any alleged violation of Regulation X would have been prior to the sale of the Property that occurred on October 31, 2024, *not in the present appeal*.

To the extent that Mr. Malinowski argues that the Substitute Trustees failed to comply with the Interim Order and the JAD, or that “Wells Fargo’s fraud and violations harmed Appellant in the divorce court decision” we clarify that our review is limited to the foreclosure action.¹⁸

¹⁶ *See supra* Section I.E. (“Is there possible fraud, inequities and irregularities in the decisions and the case that require a hearing to serve the benefit of justice?”).

¹⁷ *See supra* Section I.E.

¹⁸ Notably, in our unreported opinion concerning Mr. Malinowski’s appeal in the related divorce proceedings, we explained in a footnote that there was another case pending in this Court (Mr. Malinowski’s first appeal in this case) at the time of the decision. *See R.M. v. L.M.*, No. 779, 2022 WL 1008304 at *7 n.8 (Md. Ct. Spec. App. Apr. 4, 2022). In

D. February 2021 Hearing on the October 2020 Motion to Stay

In essence, Mr. Malinowski contends that the hearing on February 3, 2021, was insufficient because he was not afforded the opportunity “to make arguments regarding the fraud, violations of orders, lack of service and [ex parte] violations that have occurred and continue to occur.”¹⁹ Mr. Malinowski further contends that “[t]he home never should have been sold without a merits hearing.” As before, this argument has been raised and decided previously.²⁰

E. Lack of Service

Mr. Malinowski reasserts that Wells Fargo failed to serve him and Ms. Haneschlager at various points in time. In his reply brief, Mr. Malinowski states that he

R.M., we clarified that our review was limited to the divorce proceedings and the custody and marital property determinations and, thus, did not have any effect on the related appeal in the foreclosure action. *Id.* We similarly acknowledge the inverse now, with one exception: The Interim Order and JAD are only relevant to the extent that they illustrate the expiration of any equitable interest Mr. Malinowski may have had in the Property.

¹⁹ Tangentially, we note that the record reveals that the February 3, 2021 hearing was set for a limited purpose, that is, to determine compliance with the administrative orders discussed *supra* at note 5. To the extent that Mr. Malinowski argues that “Judge Baynes stated that [a hearing on the merits] would be held later if needed[,]” this assertion is not in the transcript, was not a definite promise to Mr. Malinowski nor a statement of any entitlement to a hearing on the merits of the issues raised by Mr. Malinowski in his October 2020 Motion to Stay. Indeed, the court referred to the February 3, 2021 proceeding as “basically a status hearing” when it called the case. *See supra* note 6.

²⁰ For Mr. Malinowski’s understanding, we briefly explain why he was not entitled to a hearing on the merits of his October 2020 Motion to Stay. Under Rule 14-211(b)(1), “[t]he court *shall* deny the motion, *with or without a hearing*, if the court concludes from the record before it that the motion . . . does not on its face state a valid defense to the validity of the lien or the lien instrument or to the right of the plaintiff to foreclose in the pending action.” Md. Rule 14-211(b)(1) (emphasis added). As explained, Mr.

“wants to make it clear that Wells Fargo attorneys have NOT served multiple filings over years to the Intervenor[,]” and that “[t]he lack of service is not about just one filing.” Mr. Malinowski further invites us to parse the record, which he claims, “will show that the Intervenor is not on multiple Certificates of Service.”

First, we do not address any of the arguments Mr. Malinowski raises on behalf of Ms. Haneschlager, who did not participate in this appeal. Second, we remind Mr. Malinowski that “[t]he appellate court is not an advocate tasked with searching for each party’s winning argument.” *Granados v. Nadel*, 220 Md. App. 482, 499 (2014). We decline to review every one of the Substitute Trustees’ filings to ensure Mr. Malinowski was included on every certificate of service. Besides, in our November 22, 2024 decision to dismiss the second appeal as moot, we explicitly denied Mr. Malinowski’s October 2024 Motion to Dismiss Appeal and claims of improper service therein.

F. Ratification of the Foreclosure Sale

Finally, we reach the only “new” issue truly proper for our review.

“The grant or denial of injunctive relief in a property foreclosure action lies generally within the sound discretion of the trial court.” *Anderson v. Burson*, 424 Md. 232

Malinowski’s professed equitable interest in the Property lapsed at the end of his window to refinance on April 30, 2020 pursuant to the Interim Order. Furthermore, any equitable interest pursuant to the JAD, entered July 9, 2021, lapsed on July 27, 2021 at the end of the second window to refinance (sixty days from May 28, 2021). From that point on, Mr. Malinowski lacked any cognizable interest in the Property and could no longer bring any *valid* defenses to the right of the Substitute Trustees to foreclose, which, in our view, fully supported the court’s decision to deny Mr. Malinowski relief *without a hearing* on the merits.

243 (2011) (quoting *Wincopia Farm, LP v. Goozman*, 188 Md. App. 519, 528 (2009)). “Therefore, we review the trial court’s grant or denial of a foreclosure injunction for an abuse of discretion.” *Id.* (citing *Wincopia Farm, LP*, 188 Md. App. at 528)). A trial court abuses its discretion when no reasonable person would take the view adopted by the court, or when the court acts without reference to any guiding rules or principles. *See North v. North*, 102 Md. App. 1, 13 (1994). However, we review the trial court’s legal conclusions de novo. *See Svrcek v. Rosenberg*, 203 Md. App. 705, 720 (2012).

In effect, Mr. Malinowski contends that the court abused its discretion when it (1) provided Mr. Malinowski with an incorrect deadline to file exceptions under Rule 14-305, (2) stated that his Post-Sale Exceptions were late, and (3) failed to hold a hearing on the issues raised therein, before entering the Final Ratification Order. The Substitute Trustees counterargue that Mr. Malinowski “has not identified any procedural irregularity, unfairness in the sale, or evidence of forged or fabricated documents, deceit, or misrepresentation that could qualify as fraud under Maryland law.” The Substitute Trustees are correct.

Rule 14-305(e) states that exceptions “shall be filed within 30 days after the date of a notice issued pursuant to section (d) of this Rule or the filing of the report of sale if no notice is issued.” Md. Rule 14-305(e)(1). The Notice of Publication, pursuant to Rule 14-305(d), was issued November 26, 2024 and stated that the sale will be ratified unless cause to the contrary is shown before January 3, 2025. Mr. Malinowski is technically

correct that the thirty-day deadline would have been December 26, 2024.²¹ Despite Mr. Malinowski’s protestations, however, we perceive no error. The record reflects that Mr. Malinowski filed his motion on December 16, 2024, before either deadline.

We next reject Mr. Malinowski’s argument that the court denied him the right to a hearing and ratified the sale *because* he filed late. Rule 14-305 is not “an open portal through which any and all pre-sale objections may be filed as exceptions, without regard to the nature of the objection or when the operative basis underlying the objection arose[.]” *Bates v. Cohn*, 417 Md. 309, 327 (2010). Rather, the “filing of exceptions may challenge only procedural irregularities at the sale or . . . the statement of indebtedness.” *Id.* “Such procedural allegations may charge that the advertisement of sale was insufficient or misdescribed the property, the creditor committed a fraud by preventing someone from bidding or by chilling the bidding, challenging the price as unconscionable, etc.” *Id.* The Substitute Trustees are correct that Mr. Malinowski has failed to set forth any cognizable exceptions under Rule 14-305. Instead, Mr. Malinowski’s Post-Sale Exceptions raised a plethora of moot pre-sale challenges, such that we perceive no error with the language “no exceptions having been filed” as used in the Final Ratification Order: Mr. Malinowski’s Post-Sale Exceptions were effectively—and properly—overruled.

As to Mr. Malinowski’s purported entitlement to a hearing on the merits of his Post-Sale Exceptions, Rule 14-305(e)(2) makes clear:

²¹ The deadline may have been extended as a courtesy to the parties to account for the holidays within the timeframe, though not obligatory under the Rules. *See* Md. Rule 1-202; Md. Rule 1-203.

The court shall determine whether to hold a hearing on the exceptions but it may not set aside a sale without a hearing. The court shall hold a hearing if a hearing is requested and the exceptions or any response clearly show a need to take evidence.

Md. Rule 14-305(e)(2). Whether to hold a hearing on the merits of the post-sale exceptions is a discretionary decision. *See Four Star Enters. Ltd. P'ship v. Counsel of Unit Owners of Carousel Center Condo., Inc.*, 132 Md. App. 551, 568 (2000) (“A hearing is by no means mandatory under [Rule 14-305(e)(2).]”). While the Rule states that the court may not set aside a sale without a hearing, the court is allowed to ratify a sale without a hearing—even when requested—if the exceptions or any response clearly do not show a need to take evidence. Although Mr. Malinowski did request a hearing in his Post-Sale Exceptions, this did not automatically entitle him to a hearing.

Under Rule 14-305(f), “[t]he court shall ratify the sale if (1) the time for filing exceptions pursuant to section (e) of this Rule has expired and exceptions to the report either were not filed or were filed but overruled, and (2) the court is satisfied that the sale was fairly and properly made.” Md. Rule 14-305(f)(1). Given that the Post-Sale Exceptions failed to set out a legally cognizable basis to set aside the sale, and further, that the filing did not evince a need to conduct a hearing (given the redundancy and lack of merit to the allegations raised therein), we hold that the circuit court did not abuse its discretion in determining that the sale of the Property was fairly and properly made.

IV. CONCLUSION

We conclude by addressing dicta from *Yacko v. Mitchell*, 249 Md. App. 640, 651 (2021), cited repeatedly by Mr. Malinowski:

Because of the high volume of foreclosure cases, recurrent plaintiffs often treat these matters as routine and expect our courts to rubber-stamp the foreclosure with methodical expediency. However, to the homeowner, there is nothing routine about losing a home, and, when a homeowner asserts a timely, valid challenge to a foreclosure, the Maryland Rules instruct our courts to slow the foreclosure action as necessary to protect the homeowner and ensure that the instruments are valid and that the plaintiffs otherwise have a right to foreclose.

While sympathetic, we emphasize that the Maryland Rules do not, however, instruct our courts to slow a foreclosure action to protect non-homeowners (who lack any present equitable interest) who fail to assert valid defenses to the underlying foreclosure action in a timely manner, as Mr. Malinowski has done. We hold that the circuit court did not abuse its discretion in overruling Mr. Malinowski's Post-Sale Exceptions and ratifying the sale of the Property. We affirm the judgment of the Circuit Court for Cecil County.

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