

APPENDIX

App No _____

IN THE SUPREME COURT OF THE UNITED STATES

Lori Saxon,)
Applicant) Case No. _____
vs.)
Denizen Development, L.L.C.) DCCA. No. 23-CV-87
Respondents)
)
)
)
)
)
)

EXTRAORDINARY EMERGENCY APPLICATION FOR A STAY

To The Honorable John G. Roberts, Jr., Chief Justice for the D.C. Circuit

Lori Saxon
Applicant
Pro Se
331 Plymouth Rd
West Palm Beach, FL 33405
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Lori Saxon

TABLE OF CONTENTS

Appendix A
3/8/23/ DCCA order denying stay3-4a

Appendix B
Order For Summary Judgement DC Superior Court Landlord Tenant Branch 1/19/23
Judge Danya Dayson.....4-14a

Appendix C
Judgment 1/20/23 Judge Danya Dayson Landlord Tenant Court15-16a

Appendix D
writs with Ethan Arnheim signed when LLC revoked 9/1/22-2/28/23
When Denizen Development LLC wrote Opposition to Saxon Appeal most undated
Writs..... 17-25a

Appendix E
1/31/23 Judge Dayson Memorializing Hearings with mandatory in person hearing Mar h
30, 2023.....26-27a

Appendix F
Docket in Landlord Tenant Court continually altered.....28-29a

Appendix G
Denizen Development LLC -LLC revoked from 9/1/22-/2/28/23 when attorneys wrote
opposition to Saxon DCCA motion to stay.....30-31a

Appendix H: March 30, 2021 Letter from the DC Tax Office that Denizen Development is
not the owner of Record on Saxon’s home at 937 N St., NW.....32a

Appendix I: Homeowners Insurance is paid by the Mortgagee on Saxons home at 937 N
St., NW through September 2023.....32-33.a

Appendix J: Related Cases.....34-35.a

Appendix K: Statutes to 15 USC 1692.....35-37a

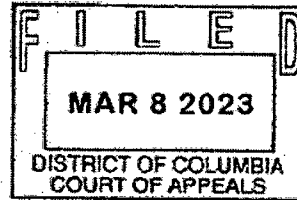
Appendix L: DC Superior Court Order Judge Judith Bartnoff Dismissing the Case Mar. 11, 2016.....38-39a

Appendix M :2013 Article Setting up the Judicial Foreclosure Enterprise in DC Superior Court with Judge Melvin Wright, Judge Judith Bartnoff and Judge Neal Kravitz...39-40a

Appendix A

3/8/23/ DCCA order denying stay

District of Columbia
Court of Appeals



No. 23-CV-87

LORI SAXON,

Appellant,

v.

2019-LTB-012321

DENIZEN DEVELOPMENT, LLC,
Appellee.

BEFORE: McLeese, Howard, and AliKhan, Associate Judges.

ORDER

On consideration of appellant's emergency motion for a stay and appellee's opposition thereto, it is

ORDERED that appellant's motion is denied because she has not demonstrated a likelihood of success on the merits. *See Barry v. Wash. Post Co.*, 529 A.2d 319, 320-21 (D.C. 1987) (explaining that to prevail on a motion for a stay the movant must demonstrate that she is likely to succeed on the merits of the appeal; that irreparable harm will result if the stay is denied; that the opposing party will not be harmed by the stay; and that public interest favors granting a stay).

PER CURIAM

Copies e-served to:

Honorable Danya A. Dayson

QMU – Civil Division

Stephen O. Hessler, Esquire

Tracy Buck, Esquire

Ian G. Thomas, Esquire

Copy mailed to:

Lori A. Saxon
331 Plymouth Road
West Palm Beach, FL 33405

cml

Appendix B

**Order For Summary Judgement DC Superior Court Landlord Tenant Branch 1/19/23
Judge Danya Dayson**

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DENIZEN DEVELOPMENT, LLC.	:	Case Number: 2019 LTB 012321
<i>Plaintiff,</i>	:	
	:	
v.	:	Judge: Danya A. Dayson
	:	
LORI SAXON, et. al.	:	
<i>Defendants</i>	:	

ORDER

Before the Court is Plaintiff's Renewed Motion for Summary Judgment filed January 11, 2022, Defendant Saxon's Opposition filed February 10, 2022, and Plaintiff's Reply filed May 11, 2022. For the reasons stated below, the Motion for Summary Judgment is **GRANTED**.

I. BACKGROUND

Plaintiff Denizen Development filed the Complaint for Eviction of a Non-Tenant on June 16, 2019. Compl. Defendants are Lori Saxon and Todd D. Zirkle and are the former owners of the property 937 N. Street, NW Washington D.C. 20001 ("Property"). Compl.

Saxon and Zirkle became owners of the Property as tenants in common in September 2000. Statement of Material Facts Not in Dispute ¶ 1. In October 2002, Saxon and Zirkle became tenants by the entirety. *Id.* ¶ 2. Then in July 2003, Saxon and Zirkle executed a trust to James W. Coyne for the benefit of Acacia Federal Savings Banks as the beneficiary. *Id.* ¶ 3. Acacia Federal Savings Bank transferred its interest to Ameritas Life Insurance Corp on approximately January 21, 2013. *Id.* ¶ 4. In September 2013, Ameritas Life Insurance Corp filed a complaint for judicial foreclosure on the Property. *See Ameritas Life Insurance Corp. v. Lori Saxon, et al.*, Case No. 2013 CA 006610 R(RP). In 2017, the Court granted Ameritas Life Insurance Corp's Motion for Summary Judgment and entered an Order of Judgment Against Defendant Saxon. *Id.* After the foreclosure, the Property was sold to Denizen Development for \$1,168,000.00 on November 2,

2017. Statement of Material Facts Not in Dispute ¶ 7. Denizen received the trustee's deed in February 2019. *Id.* ¶ 8. On May 10, 2019, Plaintiff served Saxon and Zirkle with a 30-day Notice to Quit, terminating their occupancy at the property. *Id.* ¶ 13.

Plaintiff filed the Motion for Summary Judgment in the present case on August 29, 2019. Defendant Saxon removed the case to US District Court on September 20, 2019.¹ In November 2021, the District Court remanded the case to the Superior Court, where it was reopened. Following the reopening, Plaintiff filed a renewed motion for summary judgment arguing that Defendants are foreclosed former owners of the Property, and as such, Plaintiff is entitled to possess the Property as a matter of law. In her opposition, Defendant Saxon counters that this Court lacks jurisdiction to adjudicate this present matter, alleging that the case is closed. Def. Lori Saxon's Opp'n to Pl.'s Renewed Mot. for Summary Judgment and Praecipe on Jurisdiction.

Defendant Todd Zirkle has not filed a timely response to the motion or otherwise participated in the litigation.

II. LEGAL FRAMEWORK

Rule 56(a) of the Superior Court Rules of Civil Procedure provides in relevant part, "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Super. Ct. Civ. R. 56(a).

Summary judgment "is properly regarded not as a disfavored procedural shortcut, but rather as an integral part of the [Superior Court rules] as a whole, which are designed to secure the just, speedy and inexpensive determination of every action." *Mixon v. Wash. Metro. Area Transit Auth.*, 959 A.2d 55, 58 (D.C. 2008) (quotations and citations omitted). "Summary judgment may

¹ By removing the Case to Federal Court, all live motions and responses were denied as moot. The Court only considers the renewed motions and filings after the remand.

have once been considered an extreme remedy, but that is no longer the case,” and indeed District of Columbia courts have “recognized that summary judgment is vital.” *Doe v. Safeway, Inc.*, 88 A.3d 131, 133 (D.C. 2014) (citations omitted).

The moving party has the burden to establish that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. *See Osbourne v. Capital City Mortgage Corp.*, 667 A.2d 1321, 1324 (D.C. 1995). “At this initial stage, the movant must inform the trial court of the basis for the motion and identify ‘those portions of the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, which it believes demonstrate the absence of a genuine issue of material fact.’” *Paul v. Howard Univ.*, 754 A.2d 297, 305 (D.C. 2000) (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986)).

If the moving party carries this burden, the burden shifts to the non-moving party to show the existence of an issue of material fact. *Smith v. Swick & Shapiro, P.C.*, 75 A.3d 898, 901 (D.C. 2013). “A genuine issue of material fact exists if the record contains some significant probative evidence ... so that a reasonable fact-finder would return a verdict for the non-moving party.” *Brown v. 1301 K St. Ltd. P’ship*, 31 A.3d 902, 908 (D.C. 2011) (quotation and citation omitted). “[T]he mere existence of a scintilla of evidence in support of the plaintiff’s position will be insufficient to defeat a motion for summary judgment.” *Smith*, 75 A.3d at 902 (quotation and citation omitted). In addition, a party “cannot stave off the entry of summary judgment through [m]ere conclusory allegations.” *Id.* (quotation and citation omitted). Rather, the “party opposing summary judgment must set forth by affidavit or in similar sworn fashion specific facts showing that there is a genuine issue for trial.” *Wallace v. Eckert, Seamans, Cherin & Mellott, LLC*, 57 A.3d 943, 950-51 (D.C. 2012) (quotation and citation omitted).

Rule 56(c) establishes the requirements for raising a genuine factual dispute in a form that would be admissible in evidence at trial. *See generally* Super. Ct. Civ. R. 56(c). Rule 56(c)(1) provides:

A party asserting that a fact cannot be or is genuinely disputed must support the assertion by:

- (A) citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials; or
- (B) showing that the materials cited do not establish the absence or presence of a genuine dispute, or that an adverse party cannot produce admissible evidence to support the fact.

Super. Ct. Civ. R. 56(c)(1). Rule 56(c)(2) further provides, “[a] party may object that the material cited to support or dispute a fact cannot be presented in a form that would be admissible in evidence.” Super. Ct. Civ. R. 56(c)(2). Rule 56(c)(4) provides, “[a]n affidavit or declaration used to support or oppose a motion must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated.” Super. Ct. Civ. R. 56(c)(4).

Under Rule 56(e)(2) and (3), the Court may, “[i]f a party fails to properly support an assertion of fact or fails to properly address another party’s assertion of fact as required by Rule 56(c),” “(2) consider the fact undisputed for purposes of the motion [or] (3) grant summary judgment if the motion and supporting materials – including the facts considered undisputed – show that the movant is entitled to it.” Super. Ct. Civ. R. 56(c)(e)(2)-(3). Depending on the factual and legal context, a party’s “failure to explain the basis for [a] claim in opposing summary judgment constitutes a waiver of that claim.” *Hodgson v. Nat’l Council of Senior Citizens*, 766 A.2d 54, 58 (D.C. 2001); *see Kibunja v. Alturas, L.L.C.*, 856 A.2d 1120, 1125-26 (D.C. 2004)

(holding that failure to file affidavit required by Rule 56 waives claim that trial court should have deferred ruling to allow further discovery).

Viewing the non-moving party's evidence in the light most favorable to it, the Court must decide whether "the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." *Hunt v. District of Columbia*, 66 A.3d 987, 990 (D.C. 2013) (quotation and citation omitted). The Court may grant summary judgment only if no reasonable juror could find for the non-moving party as a matter of law. *Biratu v. BT Vermont Ave., LLC*, 962 A.2d 261, 263 (D.C. 2008). The Court cannot "resolve issues of fact or weigh evidence at the summary judgment stage." *Barrett v. Covington & Burling LLP*, 979 A.2d 1239, 1244 (D.C. 2009).

III. ANALYSIS

Plaintiff argues two grounds upon which the Court should conclude that they are entitled to possession of the Premises as a matter of law. First, Defendants are foreclosed former homeowners and, second, the Defendants do not have a viable defense against the action for possession of real property. Defendant Saxon argues that this Court does not have jurisdiction to hear the case and that Plaintiff is not owners of the Property.

1. Foreclosure Precludes Defendants from Seeking Possession of Property

The Court finds that Plaintiff has successfully proven there is no genuine issue of material fact regarding Plaintiff's ownership of the Property. *Landow v. Georgetown-Inland W. Corp.*, 454 A.2d 310, 313 (D.C. 1982) ("The moving party must first establish there is no genuine issue of material fact."). In the initial Complaint, Plaintiff included a copy of the deed to the Property and provided documentation that Defendants had received a 30-day notice that Plaintiff is entitled to possession of Property. *See* Compl. Defendant disputes that Plaintiff is the

record owner based on tax records and that Plaintiff never "showed chain of title." Def. Saxon's Opp'n. at 5.

Plaintiff became the Property owners as a result of the judicial foreclosure sale ordered by Judge Kravitz on September 21, 2017, after finding that Defendants defaulted on the note. Ord. Granting Pl.'s Mot for Summary Judgment at 3. After the foreclosure sale, there was the Memorandum of Purchase by Denizen Development to prove the purchase executed November 2, 2017. Pl.'s Mot. to Dismiss at Exhibit 5. On February 19, 2019, a Substitute Trustee's Deed was executed, conveying "in fee simple, all the right, title, interest, legal, equitable and otherwise" of the property to Denizen Development, LLC. *Id.* at Exhibit 6. The Court granted the Motion to Ratify the Sale to the Real Property on March 26, 2018. In the Order, the Judge found that Saxon's arguments in the Opposition regarding fraudulent court activity and an invalid sale were baseless and lacking merit. *See generally* Ord. Granting P.'s Mot. to Ratify the Sale of Real Property Conducted on November 2, 2017.

Defendant argues that there is a genuine dispute of material fact as to the identity of the record owner of the subject Property. Saxon appended a Notice of First Level Appeal Denial for Tax Year 2022, which appears to be a denial of tax application which she argues proves Plaintiff is not the owner. Saxon Opp'n to Mot. to Dismiss at 7. However, the Document does not state that Denizen is not the owner, only that "[o]nly the owner of record or an authorized agent of the owner may file an application" for an appeal of the DC Office of Tax and Revenue decision. *Id.* In response, the Plaintiff appended proof of tax payment and ownership from the DC Office of Tax and Revenue, listing Plaintiff as the owner. Pl.'s Reply at Exhibit A.

Furthermore, Plaintiff attached the Substitute Trustee's Deed, on file in the Recorder of Deeds, establishing that Denizen Development is the record owner. *Id.* at Exhibit B. "It is clear

than an owner whose title deed was duly recorded with the Recorder of Deeds was a 'record owner.'" *Bembery v. District of Columbia*, 852 A.2d 935, 940 n.5 (D.C. 2004). The Substitute Trustee's Deed recites the Deed's history, establishing the chain of title, starting with Saxon and Zirkle. *Id.*

"Under District of Columbia law a deed conveying real property takes effect from the date of the delivery thereof, except that as to creditors and subsequent bona fide purchasers and mortgagees without notice of the deed and others interested in said property the deed takes effect from the time of its delivery to the recorder of deeds for record." *Owens v. Liff*, 65 A.2d 921, 923, 1949 D.C. App. LEXIS 188, *7. Meaning, that by the time the deed was recorded in the recorder of deeds for record, all parties had been notified of the transfer of Property.

Upon considering the entirety of the record, this Court has found that there is no dispute of material fact as to whether Plaintiff is the rightful owner of the Property. The subsequent consideration is whether the Plaintiff is barred from possession of the Property or the Defendants have a defense against eviction. "District of Columbia statutory eviction restrictions d[ō] not protect a property owner who defaulted on a mortgage (deed of trust) and continued to live in [their] formed home after it was sold at foreclosure." *Adm'r of Veterans Affairs v. Valentine*, 490 A.2d 1165, 1166 (D.C. 1985). Instead, holdover foreclosed homeowners become tenants at will. *Surratt v. Real Estate Exchange*, 76 A.3d 949, 951 (D.C. 2011) ("Our law defines a 'squatter' who is a mortgagor remaining in possession after a sale as a 'tenant at will.'"); *see also Thompson v. Mazo*, 245 A.2d 122, 123 n.1 (D.C. 1968) (citing *Thornhill v. Atlantic Life Ins. Co.*, 70 F.2d 846 (1934) ("Where real property is sold under foreclosure of a deed of trust, the grantor of the deed of trust, or anyone in possession claiming under him, becomes a tenant at will of the purchaser at foreclosure and is entitled to a third days' notice to quit.")).

Under D.C. Law, Defendants are tenants at will, and can be terminated by written notice. D.C. Code § 42-3203 states: “[a] tenancy at will may be terminated by 30 days’ notice in writing by either landlord or tenant.” *Id.* Plaintiff provided written notice of eviction in 2019. Mot. for Summary Judgment at Exhibit 13. Following the 30-day notice, Plaintiff became entitled to seek possession through the DC Superior Court, as it has in the current case.²

2. Defendants Do Not Have a Proper Defense to Plaintiff’s Claim for Possession.

The next consideration is whether Defendants have any defenses to Plaintiff’s actions. Plaintiff argues that many of the defenses to an eviction action are not available for Defendants.³ Meanwhile, the Defendants argue that the case is closed and the D.C. Superior Court lacks jurisdiction to hear the case.

Defendant Saxon argues that the case is closed as stated on the docket. Def. Saxon’s Opp’n to Mot. to Dismiss. This is simply factually and legally incorrect- the case is not closed, and the disposition of the case is labeled as *open* on the docket. Defendant cites a transcript from September 2019 and January 2020, to prove that the case is closed. Def. Saxon Opp’n at 2. That transcript is of a proceeding that took place while the case was pending in federal court⁴ – which

² “D.C. Code § 45-822 requires that a former owner of real estate when sold out under a mortgage or deed of trust, has to receive a reasonable notice and time to peaceably remove himself and his belongings from the property sold before being made a defendant in a summary proceeding in court.” *Rinaldi v. Wallace*, 293 A.2d 847, 848 (D.C. 1972)

³ Plaintiff anticipatorily raised that Defendants cannot address the Foreclosure Order and Judgment under *res judicata* as it was already considered by the Court of Appeals. Defendant Saxon does not address the Foreclosure Order in the Opposition, thus the Court declines to address it, other to agree that the Defendant’s previously pled defenses, had they been re-asserted would have been barred by *res judicata*. The Court also declines to address the alleged stay of landlord tenant action and whether service was valid as those issues were not raised in the Opposition filed after remand, beyond noting that this action was instituted prior to any District wide stays had issued and no other stay apply. Thus, even if these defenses had been raised- which they were not- they would have failed.

⁴ When Defendant Saxon removed the case to Federal District Court, the Court temporarily lost jurisdiction over this matter, until the case was remanded.

is why Judge Rankin said, "we're without jurisdiction." Judge Rankin, Hr'g on January 10, 2020. Included in that transcript, Judge Rankin said, "Nobody here has jurisdiction *until* we get an order of remand," correctly reflecting the law that dictates that this Court could regain jurisdiction if and when the case was remanded. *Id.* (emphasis added); *see* 28 U.S. Code § 1447.

The case was remanded to D.C. Superior Court in November 2021. This is reflected on November 2, 2021, entry on the Docket and the Order of Remand by the United States District Court's Order issued by Deputy Clerk Simone Bledsoe. Ord. by Clerk's Office re Denizen Development, L.L.C. v. Saxon, Nov. 2, 2021. The D.C. Superior Court regained jurisdiction over the matter upon remand. 28 USCS §1447(c) ("A certified copy of the order of remand shall be mailed by the clerk to the clerk of the State court. The State court may thereupon proceed with such case.").


Saxon's assertion that there is "trickery and deceit" throughout the proceedings is without merit.

The Court therefore finds this Court finds that Plaintiff is entitled to a non-redeemable judgment for possession of the Property as a matter of law.

IV. CONCLUSION

Accordingly, it is this 19th day of January 2023, hereby **ORDERED** that Plaintiff's Motion for Summary Judgment is **GRANTED**; and it is **FURTHER ORDERED** that a Non-Redeemable Judgment for possession shall be issued.

SO ORDERED.


Danya A. Dayson
Associate Judge, D.C. Superior Court

Copies to:

Stephen Hessler
Ian Thomas
Jennifer Friend-Kelly
Plaintiff's counsel

Lori Saxon
Pro se Plaintiff
937 N. Street, NW
Washington, D.C. 20001

Appendix C
Judgment 1/20/23 Judge Danya Dayson Landlord Tenant Court

**Appendix D writs with Ethan Arnheim signed when LLC revoked 9/1/22-2/28/23
When Denizen Development LLC wrote Opposition to Saxon Appeal most undated
Writs**

WRIT OF RESTITUTION

Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Denizen Development, LLC
for or by Ethan Arnheim (USA) 2019-2023 LLC
Plaintiff

LEAD 2019 LTB 012321

Lois Saxon, Todd D. Zirkle, and/or all unknown occupants
Defendant

The Sheriff of the United States is the Marshal for said District of Columbia, Greeting:

YOU ARE HEREBY COMMANDED, without delay, to cause the plaintiff to have possession of
premises No. 937 M Street NW

Washington, DC 20001

according to his recovery in this action. Return this writ to this Court immediately after you have executed it,
and within seventy-five days from the date hereof, so indorsed as to show when and how you have executed the
same.

Witness, the Honorable Chief Judge of said Court, this _____ day of _____
A. 15 20 _____

Total costs of this case to date are \$ _____

CLERK OF THE COURT

Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Denizen Development, LLC Plaintiff

LEAD 2019 LTB 012321

vs.
Name Lois Saxon, Todd D. Zirkle, and/or all unknown occupants

Address 937 M Street NW, Defendant

City: Washington, D.C., 20001

You are hereby notified that in the above-entitled cause a writ of possession has been issued,
commanding me to take possession of the premises occupied by you as indicated above, and that I shall, if
ordered by the plaintiff, proceed on any weekday as early as the _____ day of _____, 20 _____
and as late as the _____ day of _____, 20 _____, at any time to execute said writ, remove any
personal property found thereon and take possession of the premises.

THIS IS YOUR LAST NOTICE.

This _____ day of _____, 20 _____

Total cost of this case to date are \$ _____

UNITED STATES MARSHAL

by _____

Deputy Marshal

LET _____
**Superior Court
of the District of Columbia**

Plaintiff

vs.

Defendant

WRIT OF RESTITUTION

Washington, D.C. _____, 20____

U.S. Marshal
By _____
Deputy

CP-108 (Rev. 78)

WRIT OF RESTITUTION

Possession Only

Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Denizen Development, LLC
to contain: Elmer Adams (LTD) 813 3667
(202) 321-2121, Phoenix
denizendevelopment.com

LAT 2019 LTD 012321


Laci Saxon, Todd D. Zwick, and/or all unknown occupants
Defendant

The President of the United States to the Marshal for said District of Columbia, Greeting:

YOU ARE HEREBY COMMANDED, without delay, to cause the plaintiff to have possession of
premises No. 927 N Street NW
Washington, DC 20001

according to his recovery in this action. Return this writ to this Court immediately after you have executed it,
and within seventy-five days from the date hereof, so indorsed as to show when and how you have executed the
same.

Witness the Honorable Chief Judge of said Court, this 13 day of February
A.D. 2020.


CLERK OF THE COURT

Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Possession Only

Denizen Development, LLC, Plaintiff

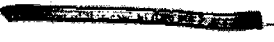
LAT 2019 LTD 012321

Name Laci Saxon, Todd D. Zwick, and/or all unknown occupants
Address 927 N Street NW, Defendant
City: Washington, D.C., 20001

You are hereby notified that in the above-entitled cause a writ of possession has been issued,
commanding me to take possession of the premises occupied by you as indicated above, and that I shall, if
ordered by the plaintiff, proceed on any weekday as early as the ___ day of _____, 20___
and as late as the ___ day of _____, 20___, at any time to execute said writ, remove any
personal property found thereon and take possession of the premises.

THIS IS YOUR LAST NOTICE.

This ___ day of _____, 20___


UNITED STATES MARSHAL
by _____
Deputy Marshal

LAT _____
Superior Court
of the District of Columbia

Plaintiff

Defendant

WRIT OF RESTITUTION

Washington, D.C., _____, 20___

U.S. Marshal
By _____
Deputy

Possession Only

WRIT OF RESTITUTION

Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Denizen Development, LLC
for or through: Cham Arshavin (110) 203-2603
Cham Arshavin @ gmail.com, Plaintiff

LAT 2014 LTB 012321

Lois Saxon, Todd P. Zwick, and/or all unknown occupants
Defendant

The President of the United States to the Marshal for said District of Columbia, Greeting:

YOU ARE HEREBY COMMANDED, without delay, to cause the plaintiff to have possession of
premises No: 937 N Street NW
Washington, DC 20001

according to his recovery in this action. Return this writ to this Court immediately after you have executed it,
and within seventy-five days from the date hereof, so indorsed as to show when and how you have executed the
same.

Witness, the Honorable Chief Judge of said Court, this 13 day of February,
A.D. 2013.

RKR



Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Possession Only

Denizen Development, LLC, Plaintiff

LAT 2014 LTB 012321

vs.
Name Lois Saxon, Todd P. Zwick, and/or all unknown occupants
Address 937 N Street NW, Defendant
City: Washington, D.C., 20001

You are hereby notified that in the above-entitled cause a writ of possession has been issued,
commanding me to take possession of the premises occupied by you as indicated above, and that I shall, if
ordered by the plaintiff, proceed on any weekday as early as the _____ day of _____, 20____
and as late as the _____ day of _____, 20____, at any time to execute said writ, remove any
personal property found thereon and take possession of the premises.

THIS IS YOUR LAST NOTICE.

This _____ day of _____, 20____

UNITED STATES MARSHAL

by _____
Deputy Marshal

LAT _____

Superior Court
of the District of Columbia

Plaintiff

vs.

Defendant

WRIT OF RESTITUTION

Washington, D.C., _____, 20____

By _____
Deputy

SUPERIOR COURT
DISTRICT OF COLUMBIA
WASHINGTON, D.C. 20001

OFFICIAL BUSINESS
PENALTY FOR MISUSE



US POSTAGE
\$002.94⁰
EAGLE
POSTNET
937 N ST NW
WASHINGTON DC 20001

LORI SAXON
937 N ST NW
WASHINGTON DC 20001

Superior Court of the District of Columbia
CIVIL DIVISION, LANDLORD AND TENANT BRANCH

Possession Only

Denizen Development, LLC Plaintiff

vs.

L&T 2d11 LTB 012321

Name Lee Scyon, Todd D Zerkle, and/or all persons occupying

Address 937 N Street NW, Defendant

City Washington, D.C. 20001

You are hereby notified that in the above-entitled cause a writ of possession has been issued, commanding me to take possession of the premises occupied by you as indicated above, and that I shall, if ordered by the plaintiff, proceed on any weekday as early as the day of MAR 8 2023, 2023 and as late as the day of APR 30 2023, 2023 at any time to execute said writ; remove any personal property found thereon and take possession of the premises.

THIS IS YOUR LAST NOTICE

This day of FEB 14 2023, 2023

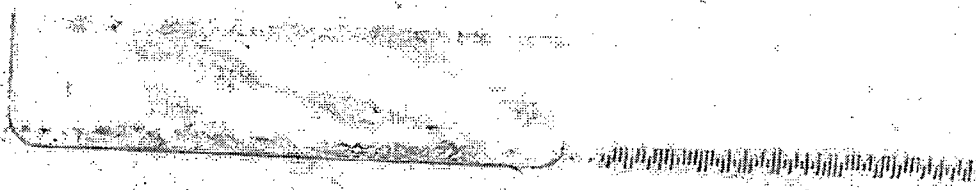
[Redacted signature area]

[Exhibit 2]

UNITED STATES
Superior Court
by District of Columbia
Deputy Marshal

U.S. Department of Justice
United States Marshals Service
District of Columbia Superior Court
450 Indiana Ave, NW, Room C-600
Washington, DC 20001
Official Business
Penalty for Private Use \$300

UNITED WE STAND
POSTAGE \$000
ZIP 20001





United States Marshals Service
NOTICE OF EVICTION

The United States Marshals Service has scheduled an eviction at the below-listed address.

ALL TENANTS AND OCCUPANTS ARE ORDERED TO VACATE AND REMOVE ALL PERSONAL PROPERTY FROM THE PREMISES

LOCATED AT: 937 N STREET, NW WASHINGTON, DC 20001

YOUR EVICTION DATE IS: 3/15/2023

On that date or as soon as possible thereafter deputies will arrive at the premises and will deliver possession to the plaintiff. Upon changing of the locks, tenant(s) will have no access to the property without the permission of the landlord.

Tenants may avoid being locked out and losing possession of personal property (i.e., furniture, clothing, and all personal items) by vacating the premises before the date below. If you vacate the premises before the eviction, you should contact your landlord to turn in the keys.

Servicio de Alguaciles del los Estados Unidos
NOTIFICACIÓN DE DESALOJO

Servicio de Alguaciles del los Estados Unidos ha programado el desalojo de ocupantes de la siguiente dirección listada en el documento.

TODOS LOS ARRENDATARIOS Y OCUPANTES DEBERÁN CUMPLIR CON LA ORDEN DE DESOCUPAR Y REMOVER TODOS LOS EFECTOS PERSONALES DE LA SIGUIENTE PROPIEDAD: 937 N STREET, NW WASHINGTON, DC 20001 EN LA SIGUIENTE FECHA: 3/15/2023

En esa fecha o tan pronto como sea posible los ayudantes llegarán a la propiedad y entregarán la posesión al demandante.

Como consecuencia del remplazo de cerraduras, los inquilinos no tendrán acceso a la propiedad sin el permiso del dueño.

Los arrendatarios podrán evitar la pérdida de acceso y propiedad privada (Ejemplos; muebles, ropa, y efectos personales) si desocupan el domicilio antes de la fecha identificada de desalojo. En el caso que desocupe el domicilio antes de la fecha de desalojo, debería contactar al dueño para entregar las llaves.

For more information, please contact Landlord and Tenant Court at 202-879-4879

[Exhibit - 4]

Date Posted: _____ 2023
Time Posted: _____ am/pm

Address: _____
Posted By: _____

EVICTIION NOTICE

Tenant Name: Lori Saxon, Todd D. Zirkle and/or All Unknown Occupants

Tenant Address: 937 N Street NW
Washington, D.C. 20001

Tenant Email Address: Loriannsaxon@gmail.com

Tenant Mobile Phone Number: (703)625-4343

Case No.: 2019 LTB 012921

This notice is being provided by your landlord pursuant to the Eviction Procedure Reform Emergency Amendment Act of 2018. This notice is meant to advise you of the date of the eviction and to provide information to you about the property in your rental unit and other information that your landlord is required to provide pursuant to District of Columbia law. This is the final notice from your landlord before the time of the eviction, even if the eviction date is postponed by the U.S. Marshals or the D.C. Superior Court, Landlord & Tenant Branch.

The eviction of the above-listed property has been scheduled by the U.S. Marshals Service.

The date of the eviction is March 16, 2023.

The following are phone numbers the landlord is required to provide by law:

- U.S. Marshals Service 202-616-8633
- D.C. Superior Court, Landlord & Tenant Branch 202-879-4879
- D.C. Office of the Tenant Advocate 202-719-6660

You will be evicted on the above-listed date unless you have satisfied the judgment or vacated the rental unit and returned possession of the rental property to your landlord prior to the time of the eviction.

For 7 days after the time of the eviction you have the right to access your personal property remaining in the rental unit to remove the person property from the rental unit. You may access your personal property remaining in the rental unit at times agreed to by you and your landlord, excluding Sundays and Federal holidays; your landlord will grant access to the rental unit on Saturday if you request it. You may access your personal property remaining in the rental unit for no fewer than 16 total hours between the hours of 8:00 a.m. and 6:00 p.m. over a period of not more than 2 days with no requirement that you pay rent or service fees for the 7-day storage period.

Any personal property left in the rental unit will be deemed abandoned 7 days after the time of the eviction, excluding Sundays and federal holidays.

fit | Kurman*
Attorneys At Law

Trust. Knowledge. Confidence.

BALTIMORE MD 21201
23 FEB 2023



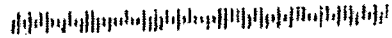
FP US POSTA
\$000.8

First-Class

02222023
0388 001418211

Lori Saxon
937 N Street NW
Washington, DC 20001

20001-422137



Appendix E Judge Dayson Memorializing hearings and in person hearing ordered 3/30/23

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

_____)	
DENIZEN DEVELOPMENT, LLC)	
)	
Plaintiff,)	Case No.: 2019-LTB-012321
)	Judge Danya Dayson
v.)	
)	
LORI SAXON, <i>et al.</i>)	Next Event: Hearing March 30, 2023
)	
Defendants.)	
_____)	

ORDER

This order serves to memorialize the rulings made from the bench at the status hearing held on January 20, 2023. For the reasons stated on the record, it is this 31st day of January 2023, hereby

ORDERED that Defendant Lori Saxon's Extraordinary Motion In Opposition to Alleged Plaintiff's Emergency Motion to Access the Property, filed December 20, 2022, be treated as an Opposition to Plaintiff's Emergency Motion to Access the Property, filed November 11, 2022; it is

FURTHER ORDERED that Plaintiff shall supplement its emergency motion on or before January 27, 2023. Defendant shall have until February 10, 2023, to respond to any supplemental pleadings on the motion; it is

FURTHER ORDERED that and Defendant Lori Saxon's Extraordinary Motion to Appear Remotely on 1/3/23 in Courtroom B-53, etc., filed December 22, 2022, be **DENIED AS MOOT**; it is

FURTHER ORDERED that the Intervenor's Second Motion to the Court for Certification of a Question of Law, filed December 19, 2022, is **DENIED AS MOOT**; it is

FURTHER ORDERED that Intervenors/Appellants Motion to the Court to Correct the Record,¹ filed December 29, 2022, is **DENIED**;² and it is:

FURTHER ORDERED that parties shall appear for an in person hearing on Plaintiff's Emergency Motion on March 30, 2023, at 11:00 AM, in CR 415.

SO ORDERED.



Judge Danya Dayson

Copies to:

Stephen Hessler, Esq. (via eFileDC)
Ian Thomas, Esq. (via eFileDC)
Tracy Buck, Esq. (via eFileDC))
Counsel for Plaintiff

Lori Saxon
937 N Street NW
Washington, DC 20001
Defendant, Pro se

¹ Administrative Order prohibiting the audio or video recording of remote proceedings appended below.

² To the extent that the Motion is contesting the accuracy of the transcript, information on obtaining copies of the hearing audio maintained by the Court is available at <https://www.dccourts.gov/about/learn-more/court-reporting-and-recording-division/>. text: How%20to%20Request%20a%20Transcript,the%20cost%20of%20the%20transcript.

Appendix F Docket in Landlord Tenant Court continually altered



Landlord Tenant: 2019-LTB-012321



02/13/2023



Writ of Restitution Approved / Issued

02/13/2023



Notice

02/13/2023



Opposition Filed

Appellant, Defendant, Lori Saxon's Supplemental Opposition to Plaintiff's Supplement to Emergency Motion to Access the Property.

Docketed On: 02/13/2023.

Filed By: Defendant Saxon, Lori

02/16/2023



CANCELED Motion Hearing (3:00 PM) (Judicial Officer: Vila, Jorge)

Case Scheduled in Error

02/21/2023

CANCELED Remote Motion Hearing (2:00 PM) (Judicial Officer: Vila, Jorge)

Vacated

03/08/2023



Order Denying from DCCA

Appeal No. 23-CV-87

03/10/2023



CANCELED Remote Motion Hearing (2:00 PM) (Judicial Officer: Vila, Jorge)

Vacated

03/14/2023

CANCELED Remote Motion Hearing (2:00 PM) (Judicial Officer: Vila, Jorge)

Vacated

03/23/2023



Remote Motion Hearing (3:00 PM) (Judicial Officer: Landlord & Tenant,
Courtroom B53)

02/13/2023

Appendix G Denizen Development LLC revoked 9/1/22-2/28/23 when Attorney wrote opposition to Saxon Stay at DCCA



Mayor Muriel Bowser

311 Online Agency Directory Online Services Accessibility

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Denizen Development L.L.C. - Initial File Number: L00005782895

[Main](#) [Reports](#) [Trade Names](#) **[Beneficial Owners](#)**

Beneficial Owners

Business Contact Type	Name	Address	Executing Officer	File Number
Governor	Arnheim, Ethan	1818 4th Street NW Washington, DC 20001	Is Executing Officer?: No	L00005782895
Governor	Arnheim, Ethan	1818 4th Street NW Washington, DC 20001	Is Executing Officer?: No	000006049513
Governor	Arnheim, Ethan	1818 4th Street NW 1818 4th Street NW Washington, DC 20001	Is Executing Officer?: Yes Executing Officer Type: Executing Officer	000006873350
Governor	Arnheim, Ethan	1818 4th Street NW 1818 4th Street NW Washington, DC 20001	Is Executing Officer?: Yes Executing Officer Type: Executing Officer	000006873360

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Denizen Development L.L.C. - Initial File Number: L00005782895

[Main](#) [Reports](#) [Trade Names](#) [Beneficial Owners](#)

Entity Info

Business Name
Denizen Development

Suffix
L.L.C.

Registration / Effective Date
9/18/2017

Commencement Date
9/18/2017

Entity Status
Revoked

Foreign Name

Date of Organization

State

Country

Business Address

Line1
1818 4th Street NW

Line2

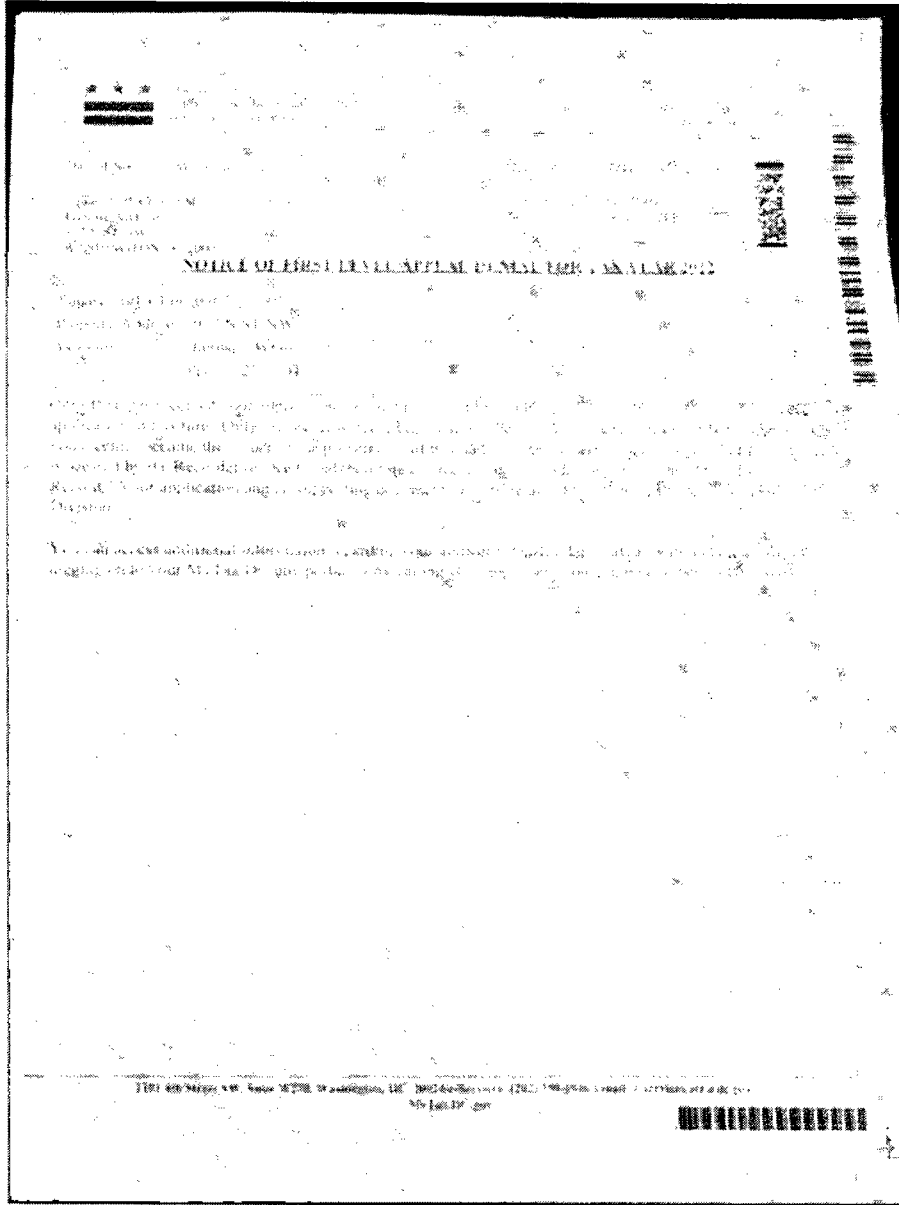
City	State	Zip
Washington	District of Columbia	20001

Agent

Is non-commercial Registered Agent?
Yes

Name
Ethan Arnheim

Appendix H Denizen not the owner of record per DC Tax Office



Appendix I Homeowners insurance paid by mortgagee on Saxons home through 9/21/2023

SAXON, LORI A
937 N ST NW
WASHINGTON DC 20001-4221

RENEWAL DECLARATIONS

AMOUNT DUE: None
Payment is due by **TO BE PAID BY MORTGAGEE**

Policy Number: [REDACTED]

Policy Period: 12 Months
Effective Dates: SEP 21 2022 to SEP 21 2023
The policy period begins and ends at 12:01 am standard time at the residence premises.

Homowners Policy

Location of Residence Premises
937 N ST NW
WASHINGTON DC 20001-4221

Phone: (410) 757-0645 or (410) 757-4625

Construction: Masonry
Year Built: 1900

Roof Material: Tar/Gravel
Roof Installation Year: Default to Year Built

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

NOTICE: Information concerning changes in your policy language is included. Please call your agent with any questions. Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

PREMIUM

Annual Premium	\$4,256.00
<i>Your premium has already been adjusted by the following:</i>	
Claim Record Discount	Loyal Customer

Total Premium	\$4,256.00
----------------------	-------------------

Prepared AUG 02 2022

Thanks for letting us serve you...

Page 1 of 4

APPENDIX J

LIST OF RELATED CASES AND COURTS

1. Lori Saxon v Ameritas Life Insurance Corporation, DC Court of Appeals, No. 18-cv-1185 dismissed Dec. 26, 2018
2. Lori Saxon v Ameritas Life Insurance Corporation, DC Court of Appeals, No. 18-cv-0792 dismissed Sep. 20, 2018, denied recall Nov. 15, 2018
3. Lori Saxon v Ameritas Life Insurance Corporation, DC Court of Appeals, No.18-c-0442 Judgment Nov. 20, 2018
4. Lori Saxon v Ameritas Life Insurance Corporation, DC Court of Appeals, No.17-cv-1087 dismissed Apr. 10, 2018, Order May 14, 2018
5. Lori Saxon, Todd Zirkle Joint Debtor US Bankruptcy Court for DC No. 08-00339 Chapter 7 Discharged Sep 19, 2008 Note Respondent Ameritas Current Attorney is Troutman Sanders who tried to get Money from Chapter 7 bankruptcy legal Bill
6. Ameritas Life Insurance Corporation v Lori Saxon US District Court for DC No 15-cv-00054 remand Jan, 20, 2015 Order Jan. 28, 2015
7. Lori Saxon v Ameritas Life Insurance Corporation US Court of Appeals for DC. Order Nov.6, 2015, Denying Rehearing Feb 10, 2016, Order May, 6, 2016
8. Ameritas Life Insurance Corporation v Lori Saxon US District Court for DC No 2016-cv-00477 order remanding Sep 22, 2016 Order sep, 22, 2016, leave to file denied Sep 30, 2016- case in DC Superior Court had already been dismissed in DC Superior court by Judge Judith Bartnoff mar., 11, 2016 Appendix E Respondents had ex parte with clerks appendix H
9. Saxon v USA US Court of Federal Claims No 2017-cv-00092 Judgment Jun 16, 2017 denial Jul 6, 2017
10. Saxon v USA Court Appeals Federal Circuit No 2017-2450 Nov 30, 2017 dismissed
11. Lori Saxon v Ameritas Life Insurance Corporation United States Supreme Court emergency stay from foreclosure No. 17A485 docketed too late on Nov 2, 2017 and foreclosure had taken place denied Nov, 6, 2017
12. Lori Saxon Debtor DC Bankruptcy Court ch 13 No. 2017 bk 00611 filed Nov 1, 2017 denied 15 hours later 30 minutes before the auction of Saxon's Home on Nov, 2, 2017 per Attorney for alleged respondents, Kevin Hildebeidel for Stern & Eisenberg after the whole bankruptcy schedule was accepted on the Docket
13. Lori Saxon Debtor US District Court for DC No 2017-cv-0267 Mar 31, 2019 Judgment
14. Lori Saxon Debtor US Court of Appeals No. 19-7039 May 20, 2020 denied reconsideration, Jul 9, 2020 Mandate

15. Lori Saxon v Ameritas Life Insurance Corporation 20-cv-0127, DC Court of Appeals Judgment entered Aug 24, 2022
16. Lori Saxon v Ameritas Life Insurance Corporation 20-cv-0127, DC Court of Appeals Judgment entered Sep. 27, 2022
17. Ameritas Life Insurance Corporation v Lori Saxon 2013-CA 006610 R(RP) DC Superior Court Judgement entered Jan. 6, 2020
18. Ameritas Life Insurance Corporation v Lori Saxon 2013-CA 006610 R(RP) DC Superior Court Judgement entered Feb. 12, 2020
19. Supreme Court of The United States Application (22A560) granted by The Chief Judge extending time to file until Feb. 24, 2023 entered Dec. 22, 2022
20. Denizen Development LLC v Lori Saxon US District Court for DC No. 19-cv-02836 Nov 4, 2019 Judgment, Nov 26, 2019 Denied reconsideration
21. Lori Saxon v Denizen Development LLC US Court of Appeals No 19-7151 Jun, 1, 2021 Judgment, sep, 3, 2021 Rehearing en banc denied, Nov, 3, 2021 Deny Rec. ll the Mandate
22. Denizen Development LLC v Lori Saxon DC Superior Court Landlord Tenant Branch, No. 2019-LTB-012321 Jan, 19, 2023 Judgment Granting Summary Judgment possession of property, Jan 27, 2023 Writ of Restitution, Feb. 13, 2023 Judgment and Financial Details non-redeemable.- after Saxon filed an appeal Feb, 2, 2023
23. Lori Saxon v Denizen Development LLC DC Court of Appeals No 23-cv-0087 Feb 17, 2023 Saxon filed an Emergency Stay
24. George McDermott v Denizen Development LLC No 22-cv-0658 filed Aug, 26, 2022 under DC Code 22-723
25. Lori Saxon V Denizen Development LLC DC Court of Appeals Nov, 15, 2019 Judgment not from final order

APPENDIX K

STATUTES 15 USC 1692

1. 15 U.S.C. 1692 provides: Congressional findings and declaration of purpose (a) Abusive practices There is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. (b) Inadequacy of laws Existing laws and procedures for redressing these injuries are inadequate to protect consumers. (c)

Available non-abusive collection methods Means other than misrepresentation or other abusive debt collection practices are available for the effective collection of debts. (d) **Interstate commerce** Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.

(e) **Purposes** It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses. 2. 15 U.S.C. 1692a provides in pertinent part: **Definitions** As used in this subchapter— * * * * * (3) The term “consumer” means any natural person obligated or allegedly obligated to pay any debt. * * * * * (5) The term “debt” means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment. (6) The term “debt collector” means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the

collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. For the purpose of section 1692f(6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests. * * * * * 3. 15 U.S.C. 1692f provides in pertinent part: **Unfair practices** A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: * * * * * (6) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if— (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;

if the property; or (C) the property is exempt by law from such dispossession or disablement. * * * * * 4. 15 U.S.C. 1692i(a) provides in pertinent part: **Legal actions by debt collectors** (a) **Venue** Any debt collector who brings any legal action on a debt against any consumer shall— (1) in the case of an action to enforce an interest in real

property securing the consumer's obligation, bring such action only in a judicial district or similar legal entity in which such real property is located * * * . * * * * 5. 15 U.S.C. 1692n provides: Relation to State laws This subchapter does not annul, alter, or affect, or exempt any person subject to the provisions of this subchapter from complying with the laws of any State with respect to debt collection practices, except to the extent that those laws are inconsistent with any provision of this subchapter, and then only to the extent of the inconsistency. For purposes of this section, a State law is not inconsistent with this subchapter if the protection such law affords any consumer is greater than the protection provided by this subchapter. 6. 15 U.S.C. 1692o provides: Exemption for State regulation The Bureau shall by regulation exempt from the requirements of this subchapter any class of debt collection practices within any State if the Bureau determines that under the law of that State that class of debt collection practices is subject to requirements substantially similar to those imposed by this subchapter, and that there is adequate provision for enforcement.

**APPENDIX L Ameritas Life Insurance Case Dismissed by
Judge Judith Bartnoff & Court 3/11/16**

03/11/201 **Event Resulted:**
6 **The following event: Status Hearing scheduled for
03/11/2016 at 10:30 am has been resulted as
follows:**

**Result: Status Hearing Held
CourtSmart(courtroom 310). All parties present.
Defendant removed this case to Federal Court.
Plaintiff stated his objection to the removal of this
case. Case is dismissed by the Court. Tb
Judge: BARTNOFF, JUDITH Location: Courtroom
310
LORI SAXON (Defendant); ; KEVIN R
HILDEBEIDEL (Attorney) on behalf of AMERITAS
LIFE INSURANCE CORP. (Plaintiff); Judge JUDITH
BARTNOFF**

03/11/201 **Dismissed by Court**
6

**2013 CA 006610 R(RP) AMERITAS LIFE INSURANCE
CORP. Vs. SAXON, LORI et al FLRS**

**APPENDIX M Roy Kaufmann Newsletter setting up Judicial
Foreclosures with Judge Melvin Wright, Judge Judith Bartnoff &
Judge Neal Kravitz**

By Roy L. Kaufmann

DISTRICT OF COLUMBIA

**Superior Court Examining Judicial vs. Nonjudicial Foreclosure There are several judicial
foreclosure actions in abeyance. Judge Kravitz has some and
Judges Wright and Bartoff are looking at the issue on a more macro level.**

&Campbell

41259

Title and Real Estate Industries

News Alert

rkaumann.piacsscamp.com

DC: Superior Court Examining Judicial vs. Nonjudicial Foreclosure

**There are several judicial foreclosure actions in abeyance. Judge Kravitz has some and Judges Wright and Bartnott are
looking at the issue on a more macro level.**

**Attorneys and stake holders in judicial foreclosure actions met recently with Judges Wright and Bartnoff to discuss
suggestions raised in amicus pleadings to "improve" the judicial foreclosure process. According to Kevin R.
Hildebeidel, Esq. of Morris, Hardwick, Schneider there are three primary changes the judges are considering:**

- 1. Served with a complaint and scheduling order would be a new official form, similar to the forms already
enclosed that refer to specific causes of action. The court would determine the actual wording of the form.**
- 2. All currently pending Judicial foreclosures would probably be assigned initially to a single judge, likely Judge
Bartnoff. Status hearings would probably be held at the rate of, perhaps, 20 a day similar to the tax sale
foreclosure calendar. On these existing cases, if the new form referenced above is enclosed with the notice of
the next status hearing, the
cases would not resume their normal status. There is no contest. Then the court will
consider the cases. However, would be assigned to an area under
normal civil tracking**

3. The new case filing cover sheet will have a new box that may be checked to distinguish judicial foreclosures from §42-815 appeals or reviews. Unlike other cases, if no answer or responsive pleading is filed, the Clerk will not cancel the initial Scheduling

Conference nor enter a default until after the Initial Scheduling Conference to verify whether the defendants actually appear in response to the new form that will be included with the complaint. Initial Scheduling Conferences will be stacked together in groups of perhaps 40 cases per day.

The Multi-Door mediators will continue in their current function. They may receive some additional training specific to foreclosures and there has been some loose discussion of a setting

"document exchange date

Judee Kravitz has retained his two cases