

DISTRICT OF COLUMBIA COURT OF APPEALS

No. 20-CV-127

LORI A. SAXON, APPELLANT,

v.

AMERITAS LIFE INSURANCE CORPORATION, APPELLEE.

Appeal from the Superior Court
of the District of Columbia
(CAR6610-13)

(Hon. Fern Saddler, Trial Judge)

(Submitted October 21, 2021 Decided August 24, 2022)

Before GLICKMAN and DEAHL, *Associate Judges*,
and THOMPSON*, *Senior Judge*.

MEMORANDUM OPINION AND JUDGMENT

PER CURIAM: Lori Saxon appeals from the trial court's order ratifying the foreclosure sale accounting submitted by Ameritas Life Insurance Corporation (Ameritas). We construe appellant's pro se appeal to contest only the accuracy of the accounting, as no other issue to which her briefs advert is properly before us in this appeal. Ameritas counters by asserting that the trial court did not err, because the accounting was supported by detailed and itemized documents accounting

* Senior Judge Thompson was an Associate Judge of the court at the time of submission. On October 4, 2021, she was appointed as a Senior Judge but continued to serve as an Associate Judge until February 17, 2022. *See* D.C. Code § 11-1502 & 1504(b)(3). On February 18, 2022, she began her service as a Senior Judge. *See* D.C. Code § 11-1504.

for all credits and debits to the account. We affirm the trial court.

On September 21, 2017, the Superior Court granted an *in rem* judgment in favor of Ameritas and against Ms. Saxon on its judicial foreclosure claim. In Appeal No. 17-CV-1087, this court dismissed Ms. Saxon's appeal of that judgment. On November 2, 2017, her property at 937 N Street NW in the District of Columbia was sold at foreclosure auction to a third-party purchaser for \$1,168,000.00. The trial court ratified the sale on March 26, 2018. Ms. Saxon appealed and on November 20, 2018, this Court affirmed the ratification order, explaining *inter alia* that "any arguments that the trial court erred in granting appellee's motion for summary judgment and entering an *in rem* judgment are not properly before this court in this appeal." (Appeal No. 18-CV-442)

Thereafter, Ameritas filed a motion for the Superior Court to ratify the accounting of the foreclosure sale. On August 16, 2019, in light of unexplained discrepancies between the amounts of the escrow and corporate advances shown on the foreclosure bid document and the corresponding amounts in the final accounting, the trial court denied the motion without prejudice. In October 2019, Ameritas filed a renewed motion to ratify the accounting, in which it explained the apparent discrepancies as being "due to incomplete information received regarding the amount of fees advanced towards escrow and corporate advances that Plaintiff was able to document." Satisfied with the explanation and the detail set forth in the accounting,

the trial court granted the renewed motion on January 6, 2020. Appellant then took this appeal.

Appellant's objections to Ameritas's right to foreclose on the property and the trial court's ratification of the foreclosure sale are not properly before us in this appeal. Appellant asserts a variety of claims against Ameritas and its attorney, but they are claims that relate to the legality of the original judicial foreclosure proceedings and/or the trial court's ratification in 2018 of the foreclosure sale. These claims are barred by the doctrine of res judicata because they were or could have been raised in those earlier proceedings.¹ Therefore, we do not reach the merits of these claims.

The only issue before us in this appeal is whether the trial court erred in approving Ameritas's accounting for the proceeds of the foreclosure sale. Appellant points to no factual error in the corrected accounting that Ameritas submitted, and she identifies no error of law committed by the trial court in ratifying that accounting. We have examined it and it appears

¹ See *Crane v. Crane*, 614 A.2d 935, 938 (D.C. 1992) ("In general, the doctrine of claim preclusion, or res judicata, prevents the same parties from relitigating the same claim, including any issue that either was or might have been raised in the first proceeding. Principles of res judicata preclude a party from raising claims which he or she has already raised, *or had the opportunity to raise*, in an earlier proceeding." (internal citations omitted; emphasis added)).

complete, accurate, and supported by the record before the trial court.²

Accordingly, for the foregoing reasons, we affirm the judgment of the Superior Court.

ENTERED BY DIRECTION
OF THE COURT:

/s/ Julio A. Castillo

JULIO A. CASTILLO
Clerk of the Court

Copies emailed to:

Honorable Fern Saddler

Director, Civil Division QMU

Copy mailed to:

Lori A. Saxon
937 N Street, NW
Washington DC 20001

Copy e-served to:

S. Mohsin Reza, Esquire

² We review the trial court's factual determinations under a clearly erroneous standard, while our review of legal questions is de novo. *Caison v. Project Support Servs., Inc.*, 99 A.3d 243, 248 (D.C. 2014).

AMERITAS LIFE) Case number:
INSURANCE CORP.) 2013 CA 6610 R(RP)
Plaintiff,)
vs.) Judge
LORI SAXON, ET AL.,) Fern Flanagan Saddler
Defendants.)

(Filed Jan. 6, 2020)

Accordingly, upon consideration of the Plaintiff's Renewed Motion to Ratify Accounting, Release the Bond, and Close the Case, Defendant's Opposition thereto, the entire record herein, and for good cause shown, it is this 6th day of January 2020 hereby

ORDERED, that Plaintiff's Renewed Motion to Ratify Accounting, Release the Bond, and Close the Case is **GRANTED**. It is

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FURTHER ORDERED, that the Status hearing scheduled for January 9, 2020 is **VACATED**. It is

FURTHER ORDERED, that the accounting is ratified, the Bond shall be released, and the case is closed.

/s/ Fern Saddler
FERN FLANAGAN SADDLER
ASSOCIATE JUDGE

COPIES TO:

Jason T. Kutcher, Esquire
Counsel for Plaintiff
(via e-service)

Lori Saxon and Todd Zirkle
937 N Street Northwest
Washington, D.C. 20001
Defendants
(via U.S. mail)

AMERITAS LIFE) Case number:
INSURANCE CORP.) 2013 CA 6610 R(RP)
Plaintiff,)
vs.) Judge
LORI SAXON, ET AL.,) Fern Flanagan Saddler
Defendants.)

(Filed Feb. 12, 2020)

Accordingly, based upon the entire record herein, it is this 12th day of February 2020, hereby

ORDERED, that Defendant's Motion for Reconsideration is **DENIED**.

/s/ Fern Flanagan Saddler
FERN FLANAGAN SADDLER
ASSOCIATE JUDGE

COPIES TO:

Jason T. Kutcher, Esquire
Counsel for Plaintiff
(via e-service)

Lori Saxon
937 N Street Northwest
Washington, D.C. 20001
Defendant
(via U.S. mail)

Todd Zirkle
937 N Street Northwest
Washington, D.C. 20001
Defendant
(via U.S. mail)

9a

**District of Columbia
Court of Appeals**

No. 20-CV-127

LORI A. SAXON,

Appellant.

v.

CAR6610-13

AMERITAS LIFE INSURANCE
CORPORATION,

Appellee.

BEFORE: Blackburne-Rigsby, Chief Judge; Glickman,* Beckwith, Easterly, McLeese, Deahl,* Howard, and AliKhan, Associate Judges; Thompson,*† Senior Judge.

ORDER

(Filed Sep. 27, 2022)

On consideration of appellant's petition for rehearing or rehearing en banc; and it appearing that no judge of this court has called for a vote on the petition for rehearing en banc, it is

ORDERED by the merits division* that appellant's petition for rehearing is denied. It is

† Senior Judge Thompson was an Associate Judge of the court at the time of argument. On October 4, 2021, she was appointed as a Senior Judge but she continued to serve as an Associate Judge until February 17, 2022. See D.C. Code § 11-1502 & 1504(b)(3). On February 18, 2022, she began her service as a Senior Judge. See D.C. Code § 11-1504.

10a

FURTHER ORDERED that appellant's petition
for rehearing en banc is denied.

PER CURIUM

Copies e-mailed to:

Honorable Fern Flanagan Saddler

Director, Civil Division

Copies e-served to:

S. Mohsin Reza, Esquire

Mary C. Zinsner, Esquire

Copy mailed to:

Lori A. Saxon

937 N Street, NW

Washington, DC 20001

kr

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;

f 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.

Case Summary

Civil Actions

Case Summary

Case No. 2013-CA-006610-R(RP)

AMERITAS LIFE	§	Location: Civil Actions
INSURANCE CORP.	§	Judicial Officer:
v. SAXON, LORI	§	Saddler, Fern Flanagan
et al	§	Filed on: 09/27/2013

* * *

03/11/2016 Event Resulted:

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 objec-
tion 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

03/11/2016 Dismissed by Court

* * *

jackscamp.com

[image]	Title and	Roy L. Kaufmann
	Real Estate	rkaufmann@jackscamp.com
	Industries	(202) 457-6710
	News Alert	www.jackscamp.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 Hannoff 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 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 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 likely resume their normal paths. If there is no contest, then the court will consider defaults. Contested cases, however, would be assigned to all judges 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. A default will not be entered 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 a “document exchange date”.

Judge Kravitz has retained his two cases.

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

AMERITAS LIFE
INSURANCE CORP.,

Plaintiff,

v.

LORI SAXON, *et al.*,

Defendants.

Case No.

2013 CA 006610 R(RP)

Hon.:

Fern Flanagan Saddler

Next Event: Status Hearing

Date: October 24, 2019

**RENEWED MOTION TO RATIFY
ACCOUNTING, RELEASE THE BOND,
AND CLOSE THE CASE**

(Filed Oct. 18, 2019)

Plaintiff Ameritas Life Insurance Corp. (“Plaintiff”), by counsel, hereby moves this Court to ratify the attached accounting pursuant to the Court’s Orders entered on September 21, 2017, and August 16, 2019, and states as follows in support:

1. On September 27, 2013, Plaintiff brought suit against Defendants Lori Saxon and Todd D. Zirkle under D.C. Code § 42-816 to judicially foreclose upon a Deed of Trust in default.

2. On September 21, 2017, the Court granted summary judgment in Plaintiff’s favor and against Defendants on its claim for a judicial foreclosure and issued an Order and Decree of Sale, authorizing the appointed trustees (“Trustees”) to conduct a

foreclosure sale of the subject property as set out in the Order and Decree of Sale. Further, upon ratification of the foreclosure sale, Plaintiff was directed to submit a motion to ratify the final accounting for the Court's consideration for this case to be closed.

3. The Trustees conducted the sale, filed their Report of Sale with the Clerk of the Court on December 1, 2017, and served it on all parties.

4. The Report of Sale reflects an ordinary and proper sale with no evidence that any party directly or indirectly discouraged anyone from bidding in accordance with the Order and Decree of Sale.

5. The auctioneer received bids and sold the property to the highest bidder, Denizen Development LLC in the amount of \$1,168,000.00.

6. No objections or exceptions were filed to the Report of Sale.

7. On March 26, 2018, this Court entered an Order Ratifying the Foreclosure Sale, and allowing the Trustees to record a deed to the third-party purchaser. A copy of the Trustee's Deed is attached hereto as **Exhibit L**.

8. Thereafter, on June 18, 2019, Plaintiff moved to ratifying the accounting, release the bond, and close the case. The Court denied the motion without prejudice. The Court requested that Plaintiff submit a revised motion to address a discrepancy regarding certain debt figures listed on a foreclosure bid form and the proposed accounting.

9. Plaintiff respectfully submits that the disconnect between figures listed on the foreclosure bid sheet and the accounting as stated in the original motion to ratify was due to incomplete information received regarding the amount of fees advanced towards escrow and corporate advances that Plaintiff was able to document. As reflected in the revised accounting, the debt figures are consistent with the amounts listed on the foreclosure bid sheet and there is sufficient documentation to explain the expenditures claimed. The accounting further reflects that some foreclosure costs incurred by the prior law firm were voluntarily waived for lack of documentation resulting in a modest surplus.

10. Plaintiff has finished compiling the costs and fees associated with the judicial foreclosure of the property and have attached hereto as Final Proposed Accounting Summary Page an accounting reflecting the distribution of the funds.

11. Documents supporting the accounting are attached hereto per The Proposed Accounting and Distribution of Funds Itemization Sheet.

12. A copy of this Motion is being sent to Defendants and all junior lienholders.

Dated: October 18, 2019

Respectfully submitted,

/s/ Jason T. Kutcher

Jason T. Kutcher, Esq., DC Bar No. 1011988
Troutman Sanders LLP

20a

401 9th Street, NW, Suite 1000
Washington, D.C. 20004
Tel: (202) 274-2915
E-mail: jason.kutcher@troutman.com

/s/ Linda M. Barran

Linda M. Barran, Esq., DC Bar No. 440235
Brock & Scott PLLC
7564 Standish Plaza, Ste. 115
Rockville, MD 20855
Tel: (410) 306-7821
E-mail: linda.barran@brockandscott.com

Counsel for Plaintiff Ameritas Life Insurance Corp.

RULE 12-I CERTIFICATION

The undersigned hereby certifies that prior to filing the instant motion he made a good faith attempt to ascertain whether Defendants would consent to the relief requested but that no response was received.

/s/ Jason T. Kutcher

NOTICE TO BORROWERS AND ALL JUNIOR LIENHOLDERS

Please be informed that claims or disputes must be filed within fourteen (14) days or the distribution described in the accounting attached hereto as Final Proposed Accounting Summary Page and The Final Proposed Accounting and Distribution of Funds

Itemizations Sheet may be ratified without further hearing.

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of October, 2019, a true and correct copy of the foregoing was electronically filed with the Court via CaseFileXpress, which will send a notice of electronic filing to all counsel of record and that on the same day, I mailed a copy of the foregoing via U.S. Mail, postage pre-paid to the following:

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

Todd D. Zirkle
937 N Street NW
Washington, DC 20001
Pro Se Defendant

Todd D. Zirkle
4519 31st Street South #203
Arlington, VA 22206
Pro Se Defendant

Denizen Development LLC
1818 4th Street NW
Washington, DC 20001
Third Party Purchaser

Homecomings Financial Network, Inc.
2101 Rexford, Ste. 168W
Charlotte, NC 28211

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Homecomings Financial LLC
F/K/A Homecomings Financial Network, Inc.,
c/o Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501

/s/ Jason T. Kutcher

[Exhibits Omitted]

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

AMERITAS LIFE
INSURANCE CORP.,

Plaintiff,

v.

LORI SAXON, *et al.*,

Defendants.

Case No. 2013 CA 006610 R(RP)

Hon.: Fern Flanagan Saddler

Next Event: Status Hearing

Date: October 24, 2019

**RENEWED MOTION TO RATIFY
ACCOUNTING, RELEASE THE BOND,
AND CLOSE THE CASE**

(Filed Oct. 18, 2019)

* * *

**SUPERIOR COURT OF THE
DISTRICT OF COLUMBIA**

Civil Division – Civil Actions Branch
500 Indiana Ave., N.W., Room 5000,
Washington, D.C. 20001
Telephone Number: (202) 879-1133
Website: www.dccourts.gov

FINAL PROPOSED ACCOUNTING SUMMARY PAGE

For Use in Mortgage Foreclosure / Judicial Sale Cases

Case No.:
2013 CA 006610 R(RP)

Property Address:
937 N Street, NW
Washington, DC 20001

Borrower: Lori Saxon/Todd D. Zirkle

I. TOTAL PROCEEDS FROM SALE:		\$1,168,000.00
(amount as reported by trustee or substitute trustee)		
II. TOTAL CREDITS:	+ \$	33,811.73
(add collections and other allowances, etc.)		
III. TOTAL EXPENSES:	- \$	87,221.50
(subtract court costs, bond premium costs, filing fees, attorneys' fees, auctioneer's fees, title costs, mailing costs, etc.)		
IV. SUBTOTAL / AMOUNT AVAILABLE TO PAY DEBT	=	\$1,201,811.73
V. TOTAL DEBT:	-	\$1,113,395.22
(subtract principal balance, interest, escrow and corporate advances, late charges, etc.)		
VI. <input type="checkbox"/> DEFICIENCY (-) <u> x </u>	= \$	-1,195.01
<input type="checkbox"/> SURPLUS (+) <u> </u>		

If Plaintiff does not intend to pursue any deficiency against the Defendant (per agreement between the parties, due to bankruptcy, or for any other reason), check this box ☒ and indicate why below:

There is a surplus

By Submitting this proposed accounting and the attached itemization sheet, I certify that to the best of my knowledge, information, and belief, formed after a reasonable inquiry, that the charges and/or credits

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asserted are supported by proper evidence, are accurate, reasonable, and authorized by law or contract.

Signature: Jason Kutcher Printed Name: Jason T. Kutcher

Relationship to Case: Counsel for Plaintiff Date: 10/18/19

Address: 401 9th Street NW, E-mail/Telephone No.
Ste. 1000 (202) 274-2915
Washington, DC 20004 jason.kutcher@troutman.com

Invoice Date
01/22/2018

Invoice Number
626209

Remit To:

Attn: Accounts Receivables
Stern & Eisenberg Mid Atlantic, PC
9411 Philadelphia Road, Suite M
Baltimore, MD 21237

Rushmore Loan Management Services, LLC
7515 Irvine Center Drive
Suite 100
Irvine, CA 92618

RE: Rushmore Loan Management Services, LLC
Vs: Homecomings Financial Network, Inc., Lori
Saxon Todd Zirkle, Homecomings Financial LLC
(F/K/A Homecomings Financial Network, Inc.) Ira
Middleburg, Trustee, Judge Neal E. Kravitz
OURFILE: DC-93000216-13
Property: 937 N Street, NW, Washington, DC 20001

BILLING SUMMARY:

COSTS		
DATE	COST DESCRIPTION	AMOUNT
11/28/2017	Mailings - General Correspondence	\$3.22
12/01/2017	Filing Fee - Misc Court Filing Costs	\$16.38
12/04/2017	Mailings - General Correspondence	\$61.78
12/04/2017	Mailings - General Correspondence	\$4.1
12/20/2017	Lentz Insurance Agency - Sale Cost-Bond Premium - Recoverable(*) Upon the Filing of the Complaint	\$4,572.06

TOTALS	
DESCRIPTION	AMOUNT
Total Costs Since Last Billing	\$4,657.54
Total Amount Due	\$4,657.54

Thank you for the opportunity to be of service.

[LOGO] LENTZ INS AGCY INC
 1901 YORK RD
 TIMONIUM, MD 21093-4224

Liberty Mutual Surety Bond Invoice
 785 1 MB 0.420 P:785 / T:4 / 011
 [Bar Code Omitted]

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STEVE K. EISENBERG, JACQUELINE F. MC NALL
9411 PHILADELPHIA RD STE M
BALTIMORE MD 21237-4168

Statement Date:	12/20/2107
Premium:	4572.00
Applicable Taxes:	0.00
Applicable Fees:	0.00
Amount Due:	4572.00
Payment Due Date:	1/09/2018

Make checks payable to Liberty Mutual

Bond Number: 601125809

**Your Liberty Mutual Surety
and Activity Summary**

Effective Date: 9/25/2017

Bond Description: Change Bond Amount Court
Foreclosure for the PROPERTY
ADDRESS: 937 N. STREET,
NW, WASHINGTON, DC 20001.
Equity 2013

Obligee: District of Columbia Superior Court

Issuing Company: Ohio Casualty Insurance Company

Billing is automatic until the bond is cancelled. If
your bond is no longer needed or required, please no-
tify your agent for Cancellation. Thank you!

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For billing questions or to pay by credit card,
please call the Liberty Mutual Surety
Billing Center at 1-800-773-3312

**PLEASE DO NOT SEND ANY
CORRESPONDENCE WITH YOUR PAYMENT,
THIS MAY DELAY THE
PROCESSING OF YOUR PAYMENT.**

RETURN THIS PORTION WITH YOUR PAYMENT

Name: Steve Eisenber, Jacqueline F.
Mc Nally & George E. Wise

Bond Number: 6011258009

Payment Due Date: 1/09/2018

Amount Due: 4572.00
Amount Enclosed:

Payment must be made in full. To pay by
credit card, see information on the back
of this invoice.

*Effective immediately, please note
our new mailing address for di-
rect bill payments.*

Send payments to: [Bar Code Omitted]
LIBERTY MUTUAL
INSURANCE COMPANY
25761 NETWORK PL
CHICAGO IL 60673-1257

S7092 7/04 601125809STEVEKEISENBER
JACQUELINEF00004572003

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Invoice Date
08/28/2017

Invoice Number
625223

Remit To:

Attn: Accounts Receivables
Stern & Eisenberg Mid Atlantic, PC
9411 Philadelphia Road, Suite M
Baltimore, MD 21237

Rushmore Loan Management Services, LLC
7515 Irvine Center Drive
Suite 100
Irvine, CA 92618

RE: Rushmore Loan Management Services, LLC [REDACTED]
Vs: Homecomings Financial Network, Inc., Lori
Saxon Todd Zirkle, Homecomings Financial LLC
(F/K/A Homecomings Financial Network, Inc.)
OURFILE: DC-93000216-13
Property: 937 N Street, NW, Washington, DC 20001

BILLING SUMMARY:

COSTS		
DATE	COST DESCRIPTION	AMOUNT
09/30/2016	Litigation Cost - District of Columbia	\$4.00
10/13/2016	Filing Fee- Misc Court Filing Costs	\$16.45
10/14/2016	Mailings - General Correspondence	\$1.77
10/14/2016	Mailings - General Correspondence	\$0.95

HOURLY FEES				
DATE	FEE DESCRIPTION	RATE	HOURS	AMOUNT
09/21/2016	Legal Fee - Litigation Hildebeidel, Kevin	\$215.00	0.30	\$64.50
.30 hours monitor civil docket and attempt to contact clerk regarding remand order				
09/21/2016	Legal Fee - Litigation Wise, George	\$215.00	0.30	\$64.50
.3 hours monitor docket and contact clerk to follow up with civil order. Spoke with clerk regarding case transfer				
09/22/2016	Legal Fee - Litigation Barran, Linda	\$215.00	0.30	\$64.50
Reviewed the Order of the US District Court for the District of Columbia remanding case to DC Superior Court and assisted with strategy for procedural issues and remand. (0.3)				
09/29/2016	Legal Fee - Litigation Barran, Linda	\$215.00	0.40	\$86.00
Reviewed and edited draft Motion for Equitable Bond, Restraining Order, or Sanctions Against Defendants. (0.4)				
09/30/2016	Legal Fee - Litigation Barran, Linda	\$215.00	0.30	\$64.50

Obtained copy and reviewed Defendants Motion to Strike (remand), filed 9/26/16, and provided summary to Mr. Hildebeidel. (0.3)				
09/30/2016	Legal Fee - Litigation Wise, George	\$215.00	1.00	\$215.00
1.0 hours research on bond and other equitable remedies regarding attorneys fees in District of Columbia				
12/05/2016	Legal Fee - Litigation Hildebeidel, Kevin	\$225.00	4.30	\$967.50
.3 hours to draft safe harbor letter prior to filing Motion for Equitable Bond, Restraining order, or Sanctions; 1.5 hours research novel issue of Motion for Equitable Bond; 2.5 hours draft Motion for Equitable Bond, Restraining Order, or Sanctions against defendants				

TOTALS	
DESCRIPTION	AMOUNT
Total Costs Since Last Billing	\$23.17
Total Hourly Fees Since Last Billing	\$1526.50
Total Amount Due	\$1549.67

Thank you for the opportunity to be of service.

*Adjustment of \$43.00 (hourly rate to \$215.00/hour x 4.30 = \$924.50)

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[LOGO] Government of the
District of Columbia
Office of the Chief
Financial Officer
Office of Tax and Revenue 1101 4th Street, SW
Washington, DC 20024

Date of Notice:	Notice Number:
March 30, 2021	L0005388989
Square Suffix Lot (SSL):	Account ID:
0367- -0017	700-001406996
Premise Address:	Owner(s): DENIZEN
937 N ST NW	DEVELOPMENT LLC
WASHINGTON DC 20001	Case ID: 746346

NOTICE OF FIRST LEVEL APPEAL DENIAL
FOR TAX YEAR 2022

Square/Suffix/Lot: 0367- -0017
Property Address: 937 N ST NW
Assessor: Jamison White
(202) 727-2904

Our office has received your application for First Level Administrative Review; however, we cannot accept the application at this time. Only the owner of record or an authorized agent of the owner may file an application. If you recently became the owner of the property, as of this date your deed has not been recorded or has not been processed by the Recorder of Deeds and therefore our records do not indicate you are the "Owner of Record." Your application and all supporting

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documents will be retained by the Real Property Assessment Division.

You can access additional information regarding your assessment, sales data and property characteristics by logging on to your MyTax.DC.gov portal, or by calling your appraiser at the phone number listed above.

[LOGO]

State Farm Fire and Casualty Company

*A Stock Company With Home Offices in Bloomington,
Illinois*

PO Box 88049

Atlanta GA 30356-9901

H-21-91B8-FAA2 F HW
3200

SAXON, LORI A

937 N ST NW

WASHINGTON DC 20001-4221

Homeowners Policy

Location of Residence Premises

937 N ST NW

WASHINGTON DC 20001-4221

Construction: Masonry

Year Built: 1900

RENEWAL DECLARATIONS

AMOUNT DUE: **None**

Payment is due by TO BE PAID BY MORTGAGEE

Policy Number: 09-BM-6575-5

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.

Your State Farm Agent

MICHAEL PETERS INS AGENCY INC
420 CHINQUAPIN ROUND RD STE 21
ANNAPOLIS MD 21401-4006

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

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
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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. Denizen Development LLC v Lori Saxon US District Court for DC No. 19-cv02836 Nov 4, 2019 Judgment, Nov 26, 2019 Denied reconsideration
16. 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 Recall the Mandate
17. 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
18. Lori Saxon v Denizen Development LLC DC Court of Appeals No 23-cv-0087 Feb 17, 2023 Saxon filed an Emergency Stay
19. George McDermott v Denizen Development LLC No 22-cv-0658 filed Aug, 26, 2022 under DC Code 22-723

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20. Lori Saxon V Denizen Development LLC DC
Court of Appeals Nov, 15, 2019 Judgment not from
final order
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