

ORIGINAL

NO. 25-460

IN THE
SUPREME COURT OF THE UNITED STATES

FILED
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OFFICE OF THE CLERK
SUPREME COURT, U.S.

DONATA L. EDWARDS,

Petitioner,

vs.

U.S. BANK NATIONAL ASSOCIATION,
TRUSTEE FOR RMAC, SERIES, 2016-CTI
AND NATIONSTAR MORTGAGE, LLC.,

Respondents.



United States Supreme Court



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ON PETITION FOR WRIT OF CERTIORARI
TO THE DISTRICT OF COLUMBIA COURT OF APPEALS

PETITION FOR WRIT OF CERTIORARI

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608 Galveston, Place SE
Washington, DC 20032
202-302-6722

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QUESTIONS PRESENTED

1. Whether the DC Court of Appeals improperly affirmed the decision of its lower court to ratify the sale of Petitioner's real property and the subsequent accounting when the sale was conducted while Executive Orders of the DC Mayor's Office and the Presidential Executive Order staying public gatherings, foreclosures and non-essential business activities, pursuant to the COVID-19 Public Health Emergency were in effect in violation of the equal protection of the laws clause under the Fourteenth Amendment (and Fifth for the District of Columbia) to the U.S. Constitution.
2. Whether the DC Court of Appeals improperly affirmed the decision of its lower court to award summary judgment to Respondent(s) in violation of its own Order staying the foreclosure action pending appeal.

PARTIES TO THE PROCEEDING

The parties to the proceedings are Petitioner, Donata L. Edwards ("Petitioner" or "Edwards"). Petitioner is a resident of the District of Columbia and the real property that is the subject of this case is located at 608 Galveston Place Southeast Washington D.C. 20032. ("the property") Petitioner was the record owner of the property prior to the foreclosure and the Property remains Petitioner's residence.

Other parties to the proceedings are Linda J. Pellum ("Pellum"), who was also a title holder along with Edwards prior to quit claiming her entire fifty percent interest in the Property to Edwards.

The Respondent in this action is the former Mortgagee U.S. Bank National Association, Trustee for RMAC, Series, 2016-CTT 2016 ("Respondent" or "U.S. Bank"). U.S. Bank currently holds title to the Property. Nationstar Mortgage LLC ("Nationstar") is U.S. Bank's predecessor in interest who originally brought the subject foreclosure action in the DC Superior Court.

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PETITION FOR A WRIT OF CERTIORARI TO THE
DISTRICT OF COLUMBIA COURT OF APPEALS

COMES NOW PETITIONER and respectfully
submits this Petition for a Writ of Certiorari to the
District of Court of Appeals.

OPINIONS BELOW

The unpublished Memorandum Opinion and
Judgment of the DC Court of Appeals ("MOJ") is
indexed below at Appendix A. The Order(s) of the
DC Superior Court ratifying the sale of the property
and ratifying the following accounting are indexed at
Appendix B and C respectively. The Order of the
DC Superior Court awarding summary judgment is
indexed at Appendix D.

STATEMENT OF JURISDICTION

On June 15, 2018, the DC Superior Court
granted Summary Judgment to Respondent, U.S.
Bank. On March 24, 2023, the DC Superior Court
entered an Order ratifying the sale of Petitioner's
Property. The sale took place on March 17, 2020,
while the D.C. Mayor's Administrative Order was in
effect. On September 1, 2023 the DC Superior
Court ratified the accounting pursuant to the

ratification of the sale. On May 1, 2025 the DC Court of Appeals entered its MOJ affirming all the Orders of the District of Columbia Court of Appeals.

The U.S Supreme Court has Jurisdiction pursuant to 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS

The Fourteenth Amendment to the United States Constitution which is extended to residents of the District of Columbia through the 5th Amendment to the United States Constitution provides:

All persons born or naturalized in the United States and subject to the jurisdiction thereof, are Citizens of the United States . . . No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any State deprive any person of life, liberty, or property, without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws.

DC Mayor's Executive Order 2020-045 and 2020-46 dated March 11, 2020 declaring (along with the declaration of the World Health Organization) COVID-19 a pandemic and an imminent threat to

the health safety and welfare of the District of Columbia residents that required emergency protective actions be undertaken by the District Government.

DC Act 23-247 § 308, D.C. Reg. 3093 (March 12, 2020); DC Code § 42-3505.01 (k) (3) (2020 Repl.) enacted by the DC Council and signed by the Mayor imposed a moratorium (Coronavirus Omnibus Emergency Act of 2020) on evictions and efforts towards displacement of persons from their residences.

DC Mayor's Order 2020-048 dated March 16, 2020 imposing a stay against mass gatherings of 50 or more persons to curb the spread of COVID-19.

STATEMENT OF THE CASE

This is a case involving a judicial foreclosure action brought by U.S. Bank's predecessor Nationstar in the DC Superior Court against Edwards and Pellum who were the previous owners of the Property.

On December 8, 2006 the original Lender Resource Bank a Virginia Corporation loaned Pellum the sum of \$212,000.00 to purchase the property. Pellum executed an Adjustable rate Note in Resource Bank's favor and Pellum and Edwards executed a

Deed of Trust in the above Lenders' favor. Pellum and Edwards held title to the property as tenants in common. The original Lender assigned its rights to Nationstar who then later assigned its right to U.S. Bank.

The borrower, Pellum defaulted on the Note and Nationstar accelerated the loan and filed a Complaint for Judicial Foreclosure on March 30, 2015 in the DC Superior Court under No. 2015 CA-002197R(RP).

On May 22, 2015 Edwards and Pellum filed an Answer and a Counter-Claim. On or about December 12, 2016 the trial court, pursuant to U.S. Bank's Motion dismissed Edwards' and Pellum's Counter-Claim.

Prior to the trial court's dismissal of the Counter-Claim the parties went to mediation on April 1, 2016 and an agreement in principle was reached. There, U.S. Bank's predecessor Nationstar requested that Edwards become the sole owner of the property in order for Nationstar to facilitate a loan modification and that Pellum execute a quit claim deed to Edwards vesting Edwards with a 100% title interest in the property. Both Edwards and Pellum complied with U.S. Bank's request and Edwards presented a copy of the Deed to the property evidencing her 100% ownership to the trial court.

Despite Edwards' and Pellum's compliance with Nationstar's request, Nationstar never upheld its end of the bargain and never had Edwards execute a new note and deed of trust in Nationstar's favor in order to accomplish either a loan or loan modification in favor of Edwards. While these proceedings were going on, the trial court dismissed Edwards and Pellum's Counter-Claim on December 12, 2016. On May 1, 2017 following the trial court's denial of Edwards' Rule 59(e) Motion to Alter, Amend or Vacate its Order, Edwards noted an appeal from the Order dismissing the Counter-Claim and this appeal was dismissed as having been taken from a non-final and non-appealable order.

The case proceeded in the DC Superior Court including discovery and loss-mitigation efforts by Respondent. However, loss mitigation efforts failed in that the U.S. Bank's predecessor never provided the necessary documentation to Edwards that would permit Edwards the ability to execute a new note and deed to trust to accomplish a modification.

On May 9, 2017 U.S. Bank filed a Motion for Summary Judgment. The trial court granted Respondent's Motion for Summary Judgment and Decree for Sale of Real Property on November 15, 2017. Petitioner noted an appeal from the Order of November 15, 2017 and filed an Emergency Motion for Stay of Foreclosure Sale and for Stay of

Foreclosure Pending Appeal. On January 3, 2018 the DC Superior Court granted the Stay.

Despite the Stay having been entered by the trial court January 1, 2018, U.S. Bank continued with its efforts to foreclose on the property including continuing with discovery requests. U.S. Bank renewed its Motion for Summary Judgment during this period and on June 15, 2018 the trial court granted the Renewed Motion for Summary Judgment without lifting the Stay that it imposed from foreclosure proceedings pending appeal.

On August 24, 2019 the DC Court of Appeals entered a Show Cause Order directing Appellant to show cause as to why Appellant's second appeal should not be dismissed as moot in that the Order of November 15, 2017 granting summary judgment was superseded by the Order granting the Renewed Motion for Summary Judgment on June 15, 2018. The Court of Appeals dismissed Appellant's appeal as moot.

U.S. Bank filed several Motions to Extend Time File Motions to Ratify the Sale of the property beginning on September 20, 2019. On May 10, 2019 and September 24, 2019, respectively, Edwards filed a Motion for Clarification and a Motion for Clarification and Enforcement of Stay, both of which were denied. U.S. Bank filed Motions to Extend Time on December 27, 2019 and on February 21,

2020. The Motion filed on February 21, 2020 was granted on March 10, 2020 setting, by Respondent's request, a sale date for March 17, 2020. On April 2, 2020 U.S. Bank filed a Motion to Ratify the Sale. Prior to the events above, the trial Judge entered an Order on May 30, 2019 denying the Emergency Motion for Clarification and Enforcement of Stay. The Trial Judge also lifted its Stay entered on January 3, 2018 effective 30 days from the date of the Order of May 30, 2019.

On March 11, 2020 the Mayor of Washington DC entered an Executive Order imposing a public health emergency preventing gatherings and other functions in light of the COVID-19 Pandemic. Subsequent Executive Orders were enacted beginning on March 16, 2020. March 17, 2020 and several dates thereafter. The Executive Order of March 11, 2020 was expanded to include in more detail the tolling and staying of court actions as to *inter alia* residential housing and foreclosure. The stay as to the public health emergency was lifted by the Mayor in 2022.

On March 1, 2021 Edwards filed a Memorandum of Points and Authorities in Opposition to Motion to Ratify the Sale of Real Property followed by a Supplement to the Memorandum of Points and Authorities filed on February 2, 2022. In the Supplement to the Memorandum in Opposition to Ratify the Sale,

Edwards argued *inter alia* that the sale conducted on May 17, 2020 was void in light of the stay imposed in response to the public Health COVID-19 Pandemic.

On March 24, 2023 the trial court entered an Order ratifying the sale. On April 28, 2023 U.S. Bank filed a Motion to Ratify Accounting, Release the Bond and Close the Case. The trial court entered an Order on September 1, 2023 granting Respondent's Motion to Ratify Accounting, Releasing the Bond and Close the Case. Edwards noted appeals timely from the Orders to ratify the sale and to ratify the accounting.

On May 1, 2025 the DC Court of Appeals entered its MOJ affirming all of its decision of its trial court.

REASONS FOR GRANTING THE PETITION

A. The Decisions to Affirm the Grant of Summary Judgment, and the Ratification of the Foreclosure Sale and the Accounting violates Petitioner's due process rights and denies Petitioner the equal protection of the laws inherent in the 14th Amendment.

The undisputed fact, as stated previously clearly indicates that before summary judgment was entered by DC Superior Court on June 15, 2018, the

trial court entered a Stay of all actions in the case pending appeal. The Division's position here is that "although Edwards is correct that the trial court did not affirmatively lift the stay imposed by the January 3, 2018, Order until May 30, 2019, this Court implicitly did so on January 25, 2018, when it held the appeal in abeyance pending the court's resolution of Edward's December 5, 2017, motion for reconsideration." The Division went on to opine in its MOJ that "In accordance with our decision, the trial court properly proceeded to consider (and grant) that motion on February 21, 2018 – without any objection from appellant – which, in turn rendered the appeal moot. Thus, when the Court granted summary judgment on June 15, 2018, the January 3, Order was no longer in effect". The position by the Division is incorrect.

First, the DC Court of Appeals acts as a reviewing body over its lower courts and while it may review the lower court's decision *de novo*, it cannot substitute its own decision even by implication in place of the trial court's ruling. The Appellate Court cannot lift the trial court's stay by implication, which is not the same thing as entering an Order lifting the Stay or directing the lower court to lift the Stay. *Eric T. v. National Med. Enter., Inc.*, 700 A.2d 749, 754 (D.C. 1997); *Future View, Inc. v. Critcom, Inc.*, 755 A.2d 1990 (DC 2000). Second, the Division's position not only for the reasons stated above, is also incorrect since the trial court did not lift its own Stay

prior to entering the Order awarding summary judgment to U.S. Bank on June 15, 2018. The lower court only lifted the Stay after Edwards sought clarification and enforcement of the Stay.

The Division did not direct the trial court by written order to vacate its Stay and it did not do so even when it dismissed the appeal from the first Order awarding summary judgment to Appellee. Therefore, the trial court's entry of summary judgment in the June 15, 2018 Order was without effect. Further, when the trial court did lift the Stay, it did not do so *nunc pro tunc* to before its entry of the June 15, 2018, Order awarding summary judgment to U.S. Bank. Edwards contends that the Division of the DC Court of Appeals is plainly wrong in affirming the grant of summary judgment to U.S. Bank, particularly when the Stay imposed by the trial court was in effect. Edwards reiterates that the Division of the DC Court of Appeals should not have affirmed the grant of summary judgment to U.S. Bank in that it permitted the trial court to ignore its own Stay.¹ In addition,

¹ It is noted that Appellant filed a two-fold Motion for Stay of Foreclosure Sale and for Stay of Foreclosure Pending Appeal. U.S. Bank paid no attention to the Order granting the Stay and it progressed the case to the point where it was able to schedule foreclosure sales while the stay was in effect.

it follows that the Orders ratifying the sale and ratifying the accounting which were based upon the Orders of November 15, 2017, and June 15, 2018, were also void.

Edwards next argues that the foreclosure sale even if the trial court had not entered a stay on January 3, 2018 is void by operation of the Executive Order(s) enacted by the DC Mayor's Office, pursuant to the COVID-19 public health emergency. Those Orders began on March 11, 2020 and the subsequent orders promulgated on March 16, 2020, March 17, 2020 and thereafter. (See Order No 2020-45, (March 11, 2020); No 2020-48, (March 16, 2020) and No

It is also noted that Edwards was placed in the untenable position of not knowing whether she could appeal from the Order of June 15 2018. The DC Court of Appeals entered its decision to render the first appeal moot well after the 30-day period within which to note an appeal had expired. Further, the trial court denied Edwards Rule 59(e) Motion from the Order of June 15, 2018, but did not lift the Stay to permit a second appeal until a year later. Edwards found herself participating in a defense of her claims, although a Stay was in effect which prompted the Motion for Clarification and Enforcement of Stay. Although the trial court denied the Motion orally the court did not formally lift the Stay until June 29, 2019.

2020-46, (March 17, 2020) all dated back to the March 11, 2020 Executive Order.

The Division reasoned in footnote Numbers 28 and 29 at page 10 of its MOJ that Edwards failed to connect the Mayor's Executive Orders prohibiting gatherings and preventing displacement of DC Residents from their homes based on the public health emergency as prohibiting foreclosure sales taking place at auction houses or other public venues to accomplish such sales. In this instance, Appellant maintains that the Division has misapplied the intent and purpose of the Orders to curb the spread of the COVID -19 Pandemic. In stating that the March 17, 2020 Order applied only to evictions of tenants or efforts of landlords to accomplish the progression to the eviction of tenants (presumably renters) during the COVID-19 Pandemic, the Division has applied too strict a standard to reach its own result and has limited the purpose of the Mayor's Order(s) and it has reached an absurd result. *Sullivan v. District of Columbia*, 829 A.2d 221, 224 (D.C. 2003) and relevant cases cited therein.

Simply put, an auction sale is an attempt to gain possession of the homeowner's property. This action ultimately displaces the former owner and the lender/new owner has the right to seek possession of the foreclosed property. A foreclosed homeowner is now a tenant at-will of the new owner in the District

of Columbia. The position by the Division that the March 17, 2020 Executive Order and the previous Orders relating back to the March 11, 2020 Executive Order with respect to residences or possession of property only applies to evictions from rental properties is too narrow an interpretation and reaches an absurd result in connection with the purposes and intent of these Orders—that is to limit the spread of COVID-19. Edwards raised sufficient arguments as to why the sale of her real property on March 17, 2020 was stayed by the March 17, 2020 Executive Order and the previous Orders. *District of Columbia v. Karen Towers* 250 A.3d 1048 (D.C. 2021). Edwards contends that the March 17, 2020 Executive Order was not meant to exclude foreclosed homeowners.

The Order of March 16, 2020 (Mayor's Order 2020-048) prevented mass gatherings of 50 or more persons in an attempt to curb the spread of COVID-19. The Division opines that Edwards did not develop that argument. The Division's position was that Edwards "did not develop any argument or point to a factual basis for an argument that the March 17, 2020 foreclosure sale was impacted by this restriction. MOJ at Fin 28. The position by the Division on this issue does not make any legal sense, especially when considering the purpose and intent of the Executive Orders promulgated by the Mayor and the DC Council to curb the spread of COVID-19. The Division assumes that Edwards is supposed to

know whether less than 50 persons would attend a foreclosure sale to bid on the property. This is an unfair assumption and not in keeping with the spirit (and intent of the law) of the COVID-19 Executive Orders.

Petitioner pointed out in her Brief, Reply Brief and other pleadings in the Record that the March 17, 2020 Order included all previous Orders and all dated back to March 11, 2020 Orders. Appellant argues that the March 17, 2020 Order prohibited mass gatherings and efforts to obtain possession of residential property which included evictions. Moreover, Appellant referenced the March 16, 2020 Order in Appellant's Brief and the Order of March 16, 2020 stated that the restrictions on mass gatherings became effective immediately beginning on March 17, 2020. Appellant contends that she should not have been put to such a strict standard; the Orders speak for themselves. The point here is that the Executive Orders prohibited the actions of non-essential business from conducting mass gatherings in the District of Columbia. Those actions were stayed on March 17, 2020 and retroactively to March 11, 2020. U.S. Bank conducted the foreclosure sale in violation of the Mayor's Executive Stay that was in place on March 17, 2020. Since the Administrative COVID-19 Order(s) prevented the foreclose sale, the subsequent Orders of the DC Superior Court ratifying the sale and the accounting were also void

and of non-effect. Edwards urges the Division to rehear or the full Court to rehear *en banc* the MOJ affirming the DC Superior Court's Orders awarding summary judgment to U.S. Bank and permitting the auction sale and the subsequent ratification of the sale and the accounting considering the above arguments.

B. U.S. Bank Lacked Standing to
Foreclose on the Property

Petitioner incorporate by reference the issues and arguments presented above. The Division opines at p. 8 of its MOJ that "Edwards's contention that the Bank did not have standing to foreclose on the property reflects a misunderstanding of the law on mortgages." This was never Edwards's contention. Edwards clearly understands how promissory notes are executed by a borrower to repay loans to Lenders and how Deeds of Trusts securing the borrower's real property as collateral work. Here, U.S. Bank voluntarily agreed to and requested at mediation held on April 13, 2016 that Pellum take her name off the title to the property by quit-claiming her (Pellum's) 50% interest in the property to Edwards. The issue is not how mortgages law is accomplished, but whether U.S. Bank voluntarily removed its ability to secure its Promissory Note by encumbering the property when it requested that Pellum remove her vested title. The deed of trust is meaningless unless the debtor owns the collateral that is to be

secured. It is reiterated that Pellum alone executed the Promissory Note.

The Division simply side-stepped this issue. Obviously, the DC Superior Court accepted as fact and this Court concurred that Edwards and Pellum had reached this agreement with U.S. Bank. All that U.S. Bank had to do was assign the Promissory Note to Edwards or add Edwards to the existing Note with Pellum and have Edwards execute a new Deed of Trust. U.S. Bank did not do so, instead U.S. Bank had Edwards submit a modification package and Edwards contends that U.S. Bank knew or had reason to know that it could not hold Edwards liable to pay Pellum's mortgage. U.S. Bank had no right to bind Edwards to a modification agreement unless it was owed a debt by Edwards.

Appellees separated the collateral from the Promissory Note and it failed to protect its security interest. *Carpenter v. Longan*, 83 U.S. 271, 274 (1872) (the deed of trust alone is worthless in terms of securing real property as collateral).

As argued throughout, U.S. Bank voluntarily lost or removed its ability to foreclose on the property when it requested that Pellum remove her ownership interest in the property. Whether U.S. Bank had the right to foreclose when it initiated the foreclosure action is not the issue. It lost that right when it agreed for Pellum to remove her name from the title and when it failed to have Edwards join the Note and

Deed of Trust.²

CONCLUSION

Petitioner respectfully requests that this
Petition for Writ of Certiorari be granted.

Respectfully submitted,

Donata Edwards

² Edwards is not stating that U.S. Bank is not owed the money that it lent Pllum to purchase the property. Edwards is stating that Edwards was willing to assume Pllum's Note or have it assigned to her and to encumber the property with a Deed of Trust. Appellant as stated repeatedly remains willing to pay the mortgage.