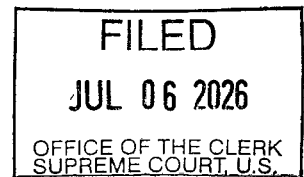


No. 26-424



IN THE
Supreme Court of the United States

BECKIE BODDIE,
Petitioner,

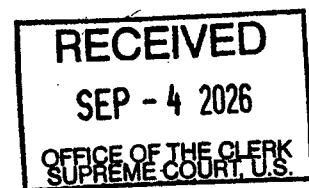
v.

**UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF MARYLAND,**
Respondent.

On Petition for a Writ of Certiorari to the United
States Court of Appeals
for the Fourth Circuit

PETITION FOR A WRIT OF CERTIORARI

BECKIE BODDIE
Pro Se Petitioner
Successor Trustee
The Boerum Family Trust
8210 Greatwood Avenue
Las Vegas, Nevada 89113
(702) 541-3590
bboddie01@gmail.com



QUESTIONS PRESENTED

The Federal Trade Commission Act, 15 U.S.C. §§ 41 *et seq.*, authorizes the Federal Trade Commission to seek, “in proper cases,” a “permanent injunction” in federal district court. 15 U.S.C. § 53(b). The Fifth Amendment provides that “[n]o person shall ... be deprived of life, liberty, or property, without due process of law.” U.S. Const. amend. V. The questions presented are:

1. Whether the Due Process Clause of the Fifth Amendment is violated when, in an FTC enforcement action, a federal court disposes of a nonparty owner’s real property without notice or a hearing and then forecloses appellate review on the ground that the owner was not a party below.
2. Whether Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), which authorizes the Commission to seek only injunctive relief, empowers a district court to enter a redress plan order that rewrites a nonparty owner’s private contracts and disposes of the nonparty’s real property.

PARTIES TO THE PROCEEDING

Petitioner is Beckie Boddie, appellant below.

Respondent is the United States District Court for the District of Maryland.

The following entities were parties to the district court proceeding but are not parties to this Petition.

The following persons and entities were named as defendants or relief defendants in the underlying district-court proceeding, *Federal Trade Commission v. Sanctuary Belize Enterprise Ltd.*, No. 1:18-cv-03309-PX (D. Md.), under the Amended Complaint filed January 15, 2019 (ECF No. 87), and, together with the court-appointed Successor Receiver identified below, are not parties to this Petition. Aliases and “doing business as” names appearing on the underlying record are shown in parentheses:

Individual Defendants:

Andris Pukke, a/k/a Marc Romeo, a/k/a Andy Storm
(Defendant)

Peter Baker (Defendant)

Luke Chadwick (Defendant)

John Usher (Defendant)

Brandi Greenfield (Defendant; settled by stipulated order, Jan. 8, 2020)

Rod Kazazi (Defendant; settled by stipulated order, Jan. 8, 2020)

Frank Costanzo, a/k/a Frank Green, a/k/a Frank Peerless Green, a/k/a Frank Connelly, a/k/a Frank Connelly-Costanzo (Defendant; settled by stipulated order, Nov. 6, 2019)

Michael Santos (Defendant; settled by stipulated order, Jan. 14, 2020)

Corporate Defendants:

Global Property Alliance, Inc., d/b/a Sanctuary Bay, Sanctuary Belize, The Reserve, Kanantik, Laguna Palms, Bamboo Springs, Eco Futures, Eco Futures Development, Eco Futures Belize, Sittee River Wildlife Reserve, Buy Belize, Buy International, and Buy Paradise (Defendant)

Sittee River Wildlife Reserve, d/b/a Sanctuary Bay, Sanctuary Belize, and The Reserve (Defendant)

Buy Belize, LLC, d/b/a Sanctuary Bay, Sanctuary Belize, The Reserve, Kanantik, Laguna Palms, and Bamboo Springs (Defendant)

Buy International, Inc., d/b/a Sanctuary Bay, Sanctuary Belize, The Reserve, Kanantik, Laguna Palms, and Bamboo Springs (Defendant)

Foundation Development Management Inc. (Defendant)

Eco-Futures Development, d/b/a Sanctuary Bay, Sanctuary Belize, and The Reserve (Defendant)

Eco-Futures Belize Limited, d/b/a Sanctuary Bay, Sanctuary Belize, and The Reserve (Defendant)

Power Haus Marketing (Defendant)

Prodigy Management Group, LLC (Defendant)

Newport Land Group, LLC (Defendant; added by Amended Complaint, Jan. 15, 2019)

Belize Real Estate Affiliates, LLC, d/b/a Coldwell Banker Belize and Coldwell Banker Southern Belize (Defendant)

Exotic Investor, LLC, d/b/a Coldwell Banker Belize and Coldwell Banker Southern Belize (Defendant)

Southern Belize Realty, LLC, d/b/a Coldwell Banker Belize and Coldwell Banker Southern Belize (Defendant)

Sanctuary Belize Property Owners' Association, d/b/a The Reserve Property Owners' Association

(Defendant)

Ecological Fox, LLC (Defendant; settled by stipulated order, Nov. 6, 2019)

Foundation Partners, f/k/a Red Crane Advisors, Inc. (Defendant; settled by stipulated order, Jan. 8, 2020)

BG Marketing, LLC (Defendant; settled by stipulated order, Jan. 8, 2020)

Atlantic International Bank, Ltd. (Defendant; settled by stipulated order, Sept. 25, 2019)

Relief Defendants:

The Estate of John Pukke (Relief Defendant)

Angela Chittenden (Relief Defendant; settled by stipulated order, Jan. 14, 2020)

Beach Bunny Holdings, LLC (Relief Defendant; settled by stipulated order, Jan. 14, 2020)

John Vipulis (Relief Defendant; settled by stipulated order, Mar. 25, 2019)

Deborah Connelly (Relief Defendant; settled by stipulated order, Nov. 6, 2019)

Successor Receiver:

Marc-Philip Ferzan of Ankura Consulting Group, LLC, Successor Receiver appointed in the underlying district-court proceeding (Doc. 1305, Oct. 26, 2021). Robb Evans & Associates LLC served as the initial Receiver in that proceeding.

Proposed intervenors whose motion to intervene was denied by the district court, and whose appeal was resolved in *FTC v. Yu Lin*, No. 22-1738 (4th Cir. Apr. 18, 2023), were not made parties to the underlying proceeding and are not parties to this Petition.

CORPORATE DISCLOSURE STATEMENT

Pursuant to this Court's Rule 29.6, Petitioner states that The Boerum Family Trust is a private

family trust. It has no parent corporation, and no publicly held corporation owns ten percent or more of any interest in the Trust.

STATEMENT OF RELATED PROCEEDINGS

The proceedings directly related to this petition, as required by this Court's Rule 14.1(b)(iii), are:

United States District Court for the District of Maryland. *FTC v. Sanctuary Belize Enterprises Ltd.*, No. 1:18-cv-03309-PX (Hon. Paula Xinis). Orders relevant to this petition include the Temporary Restraining Order entered November 5, 2018 (ECF No. 13) and the Letter Order dated February 3, 2026 (ECF No. 1612), striking Petitioner's Motion for Relief from Void Orders under Federal Rule of Civil Procedure 60(b)(4) (ECF No. 1605).

United States Court of Appeals for the Fourth Circuit. *In re: Beckie Boddie*, No. 26-1130. Per curiam opinion entered April 9, 2026 (affirmed in part and dismissed in part).

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The opinion of the United States Court of Appeals for the Fourth Circuit (App. A) is not published in the Federal Reporter.

The Letter Order of the United States District Court for the District of Maryland, entered February 3, 2026 (ECF No. 1612), is reproduced at Appendix B.

JURISDICTION

The district court had subject matter jurisdiction over the Commission's claims under 28 U.S.C. §§ 1331, 1337(a), and 1345. The court of appeals entered its opinion on April 9, 2026. App. A. This Court has jurisdiction under 28 U.S.C. § 1254(1). This petition is timely under this Court's Rule 13.1.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fifth Amendment to the United States Constitution provides, in pertinent part:

... nor be deprived of life, liberty, or property,
without due process of law

U.S. Const. amend. V.

Section 13(b) of the Federal Trade Commission Act, 15 U.S.C. § 53(b), provides, in pertinent part:

Whenever the Commission has reason to believe—

(1) that any person, partnership, or corporation is violating, or is about to violate, any provision of law enforced by the Federal Trade Commission, and

(2) that the enjoining thereof pending the issuance of a complaint by the Commission and until such complaint is dismissed by the Commission or set aside by the court on review, or until the order of the Commission made thereon has become final, would be in the interest of the public—

the Commission by any of its attorneys designated by it for such purpose may bring suit in a district court of the United States to enjoin any such act or practice. Upon a proper showing that, weighing the equities and considering the Commission's likelihood of ultimate success, such action would be in the public interest, and after notice to the defendant, a temporary restraining order or a preliminary injunction may be granted

without bond: *Provided, however,* That if a complaint is not filed within such period (not exceeding 20 days) as may be specified by the court after issuance of the temporary restraining order or preliminary injunction, the order or injunction shall be dissolved by the court and be of no further force and effect: *Provided further,* That in proper cases the Commission may seek, and after proper proof, the court may issue, a permanent injunction

15 U.S.C. § 53(b).

STATEMENT OF THE CASE

The underlying proceeding is *Federal Trade Commission v. Sanctuary Belize Enterprise Ltd., et al.*, No. 1:18-cv-03309-PX (D. Md.), a federal enforcement action filed by the Federal Trade Commission pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b).

Petitioner is the Successor Trustee for The Boerum Family Trust, the owner of Eligible Lots at the properties commonly referred to as Sanctuary Belize and Kanantik. Petitioner has never been named as a defendant, relief defendant, or any other party in the underlying proceeding. The orders described below, on their face, bound the real property of Petitioner, replaced the substantive terms on which Petitioner was bound, sold the properties to a third-party purchaser, and foreclosed any forum in which Petitioner could be heard on the Fifth Amendment claim arising from the deprivation.

A. The November 5, 2018 Temporary Restraining Order provided that owners’ rights would not be altered.

On November 5, 2018, the district court entered an *Ex Parte* Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief (the “TRO”). ECF No. 13. App. M, 143a.

Section XVI.Y of the TRO provided, in pertinent part:

If, as part of its implementation of this Order, the Receiver makes judgments about who has what ownership interest in which lot, the Receiver may not consider actions to

change or alter interests after the FTC's Complaint and this Order become public, or the effect of any such actions.

App. M (TRO § XVI.Y).

Section XVIII of the TRO further provided, in pertinent part:

Provided, the Receivership estate does not contain lots or interests in lots owned or controlled by a consumer unaffiliated with Defendants or Relief Defendants, or any other Asset owned or controlled by a consumer unaffiliated with Defendants or Relief Defendants.

App. M (TRO § XVIII).

On the face of the TRO, the Receiver was prohibited from considering actions that would “change or alter interests,” and the Receivership estate did not include “lots or interests in lots owned or controlled by a consumer unaffiliated with Defendants or Relief Defendants.” App. M (TRO §§ XVI.Y, XVIII). Petitioner is a consumer unaffiliated with Defendants or Relief Defendants.

B. The Redress Plan, effective September 12, 2022, offered substantive redress on defined financial terms.

On January 21, 2021, the Federal Trade Commission moved the district court to enter a proposed redress plan governing the Receivership, attached as Exhibit A to the motion. The motion is docketed at ECF No. 1117; the proposed plan itself is docketed at ECF No. 1117-1 (the “Redress Plan”). App. L, 75a.

The Redress Plan is captioned “[PROPOSED] ORDER GOVERNING REDRESS” and recites that “[t]he Federal Trade Commission (‘FTC’ or ‘Commission’) moved the Court to enter the following Redress Administration Plan (‘Plan’) governing the Receivership in this matter until further order of this Court.” ECF No. 1117-1, at 1.

The Commission’s January 21, 2021 motion in support of the Redress Plan did not identify a statutory provision as the basis for the relief sought. The motion stated that the “Court’s ‘authority to award and fashion equitable relief,’ such as the Redress Plan, is ‘necessarily broad,’” and that “the FTC Act ‘gives the federal courts broad authority to fashion appropriate remedies for violations of the Act.” ECF No. 1117 at 1 n.1, 8. The proposed order at ECF No. 1117-1 likewise contained no citation to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), to Section 19 of the FTC Act, 15 U.S.C. § 57b, or to any other statute. ECF No. 1117-1 at 1. The Redress Plan was filed three months before this Court’s decision in *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021).

The Redress Plan defined the operative redress terms verbatim. Paragraph 67 of ECF No. 1117-1 provided:

‘Sanctuary Belize Consumer Redress’ means rights to the First Sanctuary Distribution (if any), the Second Sanctuary Distribution (if any), and any subsequent distributions to Sanctuary Belize Lot Purchasers.

App. L, ¶ 67 (ECF No. 1117-1).

Paragraph 27 of ECF No. 1117-1 likewise defined “Kanantik Consumer Redress” verbatim:

'Kanantik Consumer Redress' means rights to the First Kanantik Distribution (if any), the Second Kanantik Distribution (if any), and any subsequent distributions to Kanantik Lot Purchasers.

App. L, ¶ 27 (ECF No. 1117-1).

Paragraph D of ECF No. 1117-1 provided, verbatim:

This Court retains jurisdiction over the implementation of this Plan and any disputes arising out of or related to this Plan, both before and after the Termination Date. Any determination the Receiver makes pursuant to this Plan is subject to this Court's review and approval in accordance with the review procedures this Plan provides.

ECF No. 1117-1, ¶ D.

The Redress Plan defined "Lot Purchaser" and "Eligible Lot" (ECF No. 1117-1 §§ I.1, I.16) and defined "Non-Participating Owners" as "owners who own, or owned, an Eligible Lot, but who have not participated in this Plan and, as a result, have no rights under this Plan except as expressly specified herein." *Id.* § I.48.

For Lot Purchasers electing to participate, the Redress Plan provided a choice to receive a New Sanctuary Lot under a "New Sanctuary Reformed Contract" (*id.* § I.46), at a Purchase Price equal to "the Seller Deceptive Price multiplied by the applicable Price Multiplier, divided by the Tax Adjustment Factor" (*id.* § I.55), with the Price Multiplier as low as .65 for Sanctuary Belize Lot Purchasers electing a five-year Transfer Restriction

(*id.* § I.53(1)(f)).

The “Reformed Contract Key Finance Terms” applicable to any unpaid balance after credit for Amount Paid were defined verbatim as follows:

(1) the amount owed under the contract, computed as the Purchase Price less the Amount Paid; (2) a ten-year obligation; (3) payable in equal monthly installments; (4) 0.00% interest; (5) no prepayment penalty; (6) no late fees or other charges that exceed a reasonable estimate of the cost the missed payment or other event actually caused the Receiver (or Receiver Assignee); and (7) any Transfer Restriction the Lot Purchaser has elected.

ECF No. 1117-1 § I.65.

The Redress Plan also provided cash redress to Sanctuary Belize and Kanantik Lot Purchasers through a First Sanctuary Distribution, a Second Sanctuary Distribution, a First Kanantik Distribution, a Second Kanantik Distribution, and “any subsequent distributions” (*id.* §§ I.22, I.23, I.27, I.68, I.72, I.74) calculated under the Sanctuary Distribution Formula and Kanantik Distribution Formula (*id.* §§ I.28, I.69).

On August 18, 2022, the district court entered an Order Regarding Implementation of the Redress Plan (ECF No. 1373; App. K, 73a), partially granting the FTC’s motion and setting an effective date of September 12, 2022. ECF No. 1373 provided, in pertinent part:

The effective date of the Redress Plan is September 12, 2022. ... The Receiver shall then engage with consumers to implement

the first 150 days of the Redress Plan, which are specified in Section II — Section III.A of ECF No. 1117-1, pursuant to the definitions contained in Section I of the Redress Plan.

ECF No. 1373 at 1.

On the face of ECF Nos. 1117-1 and 1373, the Redress Plan bound the real property of every owner of an Eligible Lot — including owners not named as parties — and offered participating owners (i) a ten-year, 0.00% interest, equal-monthly-installment obligation with no prepayment penalty as the Reformed Contract Key Finance Terms (ECF No. 1117-1 § I.65), and (ii) cash distributions calculated under the Distribution Formulas (*id.* §§ I.28, I.69).

Section I.65 of the Redress Plan further provided, verbatim, that the amounts a Lot Purchaser had already paid would be credited toward acquisition of a New Sanctuary Lot:

‘Reformed Contract Key Finance Terms’ will be the same for all Reformed Contracts for which the relevant Amount Paid is less than the Purchase Price: (1) the amount owed under the contract, computed as the Purchase Price less the Amount Paid; (2) a ten-year obligation; (3) payable in equal monthly installments; (4) 0.00% interest; (5) no prepayment penalty; (6) no late fees or other charges that exceed a reasonable estimate of the cost the missed payment or other event actually caused the Receiver (or Receiver Assignee); and (7) any Transfer Restriction the Lot Purchaser has elected.

ECF No. 1117-1 § I.65 (App. L).

Section III.C.3 of the Redress Plan further provided, verbatim, that a Lot Purchaser's prior payments toward the lot would be recognized on the Election Form and that additional payment could be made so that the lot would be fully paid:

For Sanctuary Belize Lot Purchasers choosing to receive Sanctuary Belize Consumer Redress, a New Sanctuary Lot, and a New Sanctuary Reformed Contract, and for whom the (a) principal owed to Subject Sellers for the Eligible Lot on November 7, 2018 ... is less than (b) the Purchase Price ... minus the Amount Paid, the Election Form will provide the Lot Purchaser with the additional option of immediately paying such principal in order that the Eligible Lot would be fully paid. ... If that occurs, the Lot Purchaser's Amount Paid will increase as though the Lot Purchaser had made the additional payment on or before November 7, 2018.

ECF No. 1117-1 § III.C.3 (App. L).

C. The Redress Plan and its implementing orders rest on Section 13(b) of the FTC Act.

The Federal Trade Commission's Complaint and Amended Complaint plead Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), as the statutory basis for the relief requested. The January 21, 2021 motion in support of the Redress Plan and the proposed order at ECF No. 1117-1 contained no citation to any statute. ECF No. 1117 at 1 n.1, 8; ECF No. 1117-1 at 1.

On April 22, 2021, this Court decided *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021), holding that Section 13(b) of the FTC Act does not authorize the Commission to seek, or a court to award, equitable monetary relief such as restitution or disgorgement. The Redress Plan was filed three months before *AMG*.

On the face of the docketed orders in this case, no order has adopted Section 19 of the FTC Act, 15 U.S.C. § 57b, as the statutory basis for the Redress Plan or the receivership. The Order Implementing the Next Phase of Redress, entered June 14, 2023, contains no reference to Section 19 or 15 U.S.C. § 57b. ECF No. 1446. The Fourth Circuit's December 12, 2024 opinion in *FTC v. Pukke*, No. 23-1742, likewise contains no adoption of Section 19.

On May 31, 2023, the district court entered a Memorandum Order docketed as ECF No. 1441, addressing the Federal Trade Commission's Motion to Reform and Reaffirm the Fourth Circuit's Final Orders (ECF No. 1404). The Memorandum Order provided, in pertinent part: "the Court denies the FTC's request to simply substitute Section 19 for Section 13(b)." ECF No. 1441 at 7. The Memorandum Order further provided, in pertinent part, that "it would be inclined [to] consider a separate action against the Defaulting Defendants based on Section 19 if the FTC were disposed to file one." ECF No. 1441 at 7. On the face of the docket, no separate action based on Section 19 was filed.

The Stipulated Order Authorizing Measures to Assist Consumers During the Redress Process, entered December 28, 2023 (ECF No. 1499), expressly rests on the June 14, 2023 Order Implementing Next Phase of Consumer Redress

(ECF No. 1446), and contains no reference to Section 19 or 15 U.S.C. § 57b. ECF No. 1499.

The Order Granting Motion for Approval of Redress Distributions, Establishment of Reserve and Related Relief, entered January 12, 2026 (ECF No. 1603), incorporates by reference the definitions set forth in the Redress Plan (ECF No. 1117-1) and contains no reference to Section 19 or 15 U.S.C. § 57b. ECF No. 1603 at 1 n.1.

On the face of the docketed orders, from the January 21, 2021 filing of the Redress Plan (ECF No. 1117-1) through the January 12, 2026 order approving distributions (ECF No. 1603), the Redress Plan and its implementing orders rest on Section 13(b) of the FTC Act. ECF Nos. 1117-1; 1373; 1446; 1499; 1588; 1603; *see also* ECF No. 1441 at 7.

D. The June 2023 Order, prepared by the Successor Receiver, replaced the substantive financial terms after owners were already bound by the Redress Plan.

This Court has directed that “[a] receiver derives his authority from the act of the court appointing him ... and the utmost effect of his appointment is to put the property from that time into his custody as an officer of the court for the benefit of the party ultimately proved to be entitled, but not to change the title or even the right of possession in the property.” *Union Bank of Chicago v. Kansas City Bank*, 136 U.S. 223, 236 (1890) (Gray, J.). This Court has further directed that “[r]eceiverships for conservation have at times a legitimate function, but they are to be watched with jealous eyes lest their function be perverted.” *Michigan v. Michigan Trust Co.*, 286 U.S. 334, 346 (1932) (Cardozo, J.). This

Court has further directed that “[t]he essence of equity jurisdiction has been the power of the Chancellor to do equity and to mould each decree to the necessities of the particular case. Flexibility, rather than rigidity, has distinguished it. The qualities of mercy and practicality have made equity the instrument for nice adjustment and reconciliation between the public interest and private needs, as well as between competing private claims.” *Hecht Co. v. Bowles*, 321 U.S. 321, 329–330 (1944) (Douglas, J.).

On October 7, 2021, the Federal Trade Commission filed a motion to appoint Marc-Philip Ferzan of Ankura Consulting Group, LLC as successor Receiver. ECF No. 1294. On October 26, 2021, the district court entered the Order Appointing Marc-Philip Ferzan as Receiver. ECF No. 1305.

The proposed amended order at ECF No. 1437-1 (App. I, 34a) identifies the Successor Receiver, verbatim, as “Marc-Philip Ferzan of Ankura Consulting Group, LLC, as successor Receiver in the above-captioned matter (‘Receiver’).” ECF No. 1437-1, at 1.

On April 28, 2023, the Successor Receiver filed a Proposed Order Implementing Next Phase of Consumer Redress. On May 11, 2023, the Successor Receiver filed a Consolidated Reply (ECF No. 1437) attaching a revised proposed amended order (ECF No. 1437-1). On June 14, 2023, the district court entered the Order Implementing Next Phase of Consumer Redress (ECF No. 1446; App. J, 63a) (the “June 2023 Order”), adopting the proposed amended order at ECF No. 1437-1.

The June 2023 Order provided that the Survey gave each eligible Consumer “the opportunity to select one of three choices (‘Options’)” (ECF No.

1437-1 ¶ 6.1), defined verbatim as follows:

- (a) Promptly acquire a lot prior to completion of the RFP process ('Option No. 1'); (b) Defer the decision of whether to acquire a lot until after completion of the RFP process and Court approval of the potential sale of some or all of the Belize Assets ('Option No. 2'); or (c) Decline to acquire a lot and waive all rights to acquire a lot at any time in the future as part of any Court-approved redress ('Option No. 3').

ECF No. 1437-1 ¶ 7.6.

The Survey terms further provided that "[i]f the Survey is not returned by a Consumer within the 90-day period, the Consumer shall be deemed to have elected Option No. 2" (*id.* ¶ 12.11), and that "election shall be binding on such Consumers" (*id.* ¶ 6.1).

As to the terms of acquisition under Option No. 1, the June 2023 Order provided, verbatim:

Those electing Option No. 1 shall be required to enter into a reformed contract and pay all closing-related costs, administrative and tax expenses, legal fees and costs, and any other professional services fees and costs in connection with such purchase, and they shall be required to pay any remaining balance of the purchase price promptly in cash at closing using their own funds or financing obtained from third parties.

ECF No. 1437-1 ¶ 8.7.

As to Option No. 2, the June 2023 Order provided that electing Consumers "shall be entitled to acquire lots in the Belize Assets only to the extent that such lots will be offered for sale by the Belize Assets

Purchaser and only pursuant to terms and conditions offered by the Belize Assets Purchaser and agreed to by such Consumers.” ECF No. 1437-1 ¶ 9.8.

As to Option No. 3, the June 2023 Order provided that electing Consumers “shall decline to acquire a lot and waive all rights to acquire a lot at any time in the future as part of any Court-approved redress.” ECF No. 1437-1 ¶ 10.9.

As to further distributions, the June 2023 Order provided that “[n]otwithstanding the Survey elections, all eligible Consumers will be entitled to receive future distributions based on available funds and as the Court may subsequently order.” ECF No. 1437-1 ¶ 12.

The text of the two orders, read together, differs as follows. Under the Redress Plan effective September 12, 2022 (ECF No. 1117-1), a Lot Purchaser could elect to receive a New Sanctuary Lot under a New Sanctuary Reformed Contract with the Reformed Contract Key Finance Terms set out at § I.65 — a ten-year, 0.00% interest, equal-monthly-installment obligation with no prepayment penalty — and could also receive the First Sanctuary or First Kanantik Distribution, and any Second or subsequent distribution, under the Distribution Formulas of §§ I.28 and I.69. Under the June 2023 Order (ECF Nos. 1437-1, 1446), a Consumer electing Option No. 1 must “pay all closing-related costs, administrative and tax expenses, legal fees and costs, and any other professional services fees and costs” and must “pay any remaining balance of the purchase price promptly in cash at closing using their own funds or financing obtained from third parties,” and is “not entitled to any refund” if the purchase price is less

than the Amount Paid. The Reformed Contract Key Finance Terms defined at § I.65 do not appear in ¶ 8.7 of ECF No. 1437-1, and ¶ 6.1 of ECF No. 1437-1 provides that the Option election “shall be binding,” with non-return of the Survey within 90 days “deemed to have elected Option No. 2.”

Section I.76 of the Redress Plan at ECF No. 1117-1 defined the term “Seller Deceptive Price” as follows:

‘Seller Deceptive Price’ means the total amount (including principal, interest, Belize General Sales Tax (‘GST’), and any other consideration or charges (but not including HOA fees) that, in the Receiver’s reasonable estimation, the Lot Purchaser would have paid to Subject Sellers or Prior Lot Purchaser if the Lot Purchaser timely paid (but not paid in advance) all amounts due under the operative contract between the Lot Purchaser and Subject Sellers (or Prior Lot Purchaser) concerning an Eligible Lot.

ECF No. 1117-1, § I.76. Paragraph 8.7 of the proposed amended order at ECF No. 1437-1, which the district court entered on June 14, 2023 (ECF No. 1446), provided that a Lot Purchaser electing Option No. 1 “shall be required to pay any remaining balance of the purchase price promptly in cash at closing using their own funds or financing obtained from third parties.” ECF No. 1437-1, ¶ 8.7.

On the face of the docketed orders, the substantive financial terms on which owners had been bound by the Redress Plan in September 2022 (ECF No. 1117-1 § I.65) did not appear in the June 2023 Order (ECF No. 1437-1 ¶ 8.7), which the district

court entered as ECF No. 1446.

***E. The district court returned and struck
Petitioner's filings on nonparty grounds.***

On October 28, 2024, the Clerk of the district court docketed at ECF No. 1541 a return-pleading notice with respect to a filing submitted by Petitioner, providing in pertinent part: "Filer is not a party to the case." App. H, 32a (ECF No. 1541).

On November 19, 2024, the district court entered a Memorandum dated November 19, 2024, docketed as ECF No. 1547 and addressed from Judge Peter J. Messitte to Petitioner. App. G, 30a. ECF No. 1547 provided in pertinent part:

The Court has reviewed your Motion for Reconsideration, ECF No. 1543.

App. G (ECF No. 1547, at 1). ECF No. 1547 further provided:

The Court DENIES the Motion and DIRECTS you to refer to the Receiver's email regarding Kanantik Survey Option #1 sent on or about August 21, 2024. That email informs claimants, such as yourself, how to file a separate complaint with the Court. If a complaint is timely and meets all other requirements, the Court will accept it and open a new case. As the Receiver's letter notes, you may wish to hire an attorney if you intend to file a complaint.

App. G (ECF No. 1547, at 1). ECF No. 1547 further provided: "Despite the informal nature of this letter, it shall constitute an Order [o]f the Court and the Clerk is directed to docket it accordingly." *Id.*

Following the passing of Judge Peter J. Messitte on January 11, 2025, the case was reassigned to the Honorable Paula Xinis.

On April 8, 2025, the Clerk of the district court docketed at ECF No. 1574 a further return-pleading notice with respect to a filing submitted by Petitioner, providing in pertinent part: “You are not a party to this case; your documents are being returned to you un-docketed.” The notice attached at ECF No. 1574-1 Petitioner’s March 3, 2025 letter to the Honorable George L. Russell III, Chief Judge. App. F, 26a (ECF Nos. 1574 & 1574-1). In ECF No. 1574-1, Petitioner objected, in pertinent part, that “original sales contracts do not have prepayment penalties, nor do original sales contracts have mortgage acceleration clauses,” and that the Receiver had imposed a “[f]orced mortgage loan acceleration on non-delinquent mortgages” despite the absence of any acceleration clause in the original Memorandum of Sale. App. F (ECF No. 1574-1, at 1). Petitioner further objected, in pertinent part, that the Receiver’s charge of full-term interest on the unpaid balance was “unlawful,” that “[i]nterest stated [in] the 06/2023 Court order was left undefined,” and that the Receiver had “abused its power and position to charge unearned full term unearned interest and fees to gross up payoff over 200% before applying the court ordered discount.” App. C (ECF No. 1574-1, at 1).

On January 14, 2026, Petitioner filed in the district court the document docketed as ECF No. 1605.

On January 20, 2026, the Federal Trade Commission filed a letter response in the district court, docketed as ECF No. 1607. App. C, 6a.

On February 3, 2026, the district court entered the document docketed as ECF No. 1612, captioned “LETTER ORDER,” providing in pertinent part:

As this Court has previously articulated to you at ECF No. 1547, you are not a party in this litigation and cannot move for relief in this action. Accordingly, the filing at ECF No. 1605 is STRICKEN.

App. B, 4a (ECF No. 1612 at 1). The order further provided: “Despite the informal nature of this correspondence, it constitutes an ORDER of the Court and shall be docketed as such.” *Id.*

Read together, ECF Nos. 1541, 1547, 1574, 1574-1, and 1612 establish, on their face, that the district court returned or struck each filing by Petitioner without adjudicating any matter raised in the filings. App. B; App. F; App. G; App. H.

F. The district court entered a final order approving the sale of substantially all of the receivership real property to a third-party purchaser, terminating Petitioner’s pre-Receivership contract.

On May 13, 2025, the district court entered the Order Granting Receiver’s Amended Motion for (I) Approval of Sale of Real Property Commonly Referred to as Sanctuary Belize and Kanantik, as well as Related Personal Property; and (II) Other Related Relief, docketed as ECF No. 1588 (the “Sale Order”). App. D.

The Sale Order recited that the Receiver “entered into the Purchase Agreement dated January 27, 2025 ... for the as-is, where-is sale of the Property ... to First Belizean Investment Market Ltd.” App. D (ECF

No. 1588, Recital D). The Sale Order recited a purchase price of “\$16.8 million for the specified Sanctuary Belize assets, and \$3.7 million for the specified Kanantik assets.” App. D (ECF No. 1588, Recital F).

Paragraph 5 of the Sale Order provided that “[t]he terms and conditions of the Purchase Agreement are hereby approved by the Court.” App. D (ECF No. 1588, ¶ 5). Paragraph 8 of the Sale Order provided that “all pre-Receivership Memorandum of Sale contracts governing the purchase of individual lots at the Property are terminated.” App. D (ECF No. 1588, ¶ 8).

On the face of the Sale Order, the district court approved the sale of the Sanctuary Belize and Kanantik real property to a third-party purchaser and terminated all pre-Receivership Memorandum of Sale contracts governing the purchase of individual lots at the Property. App. D (ECF No. 1588, ¶ 8). Petitioner’s pre-Receivership contract for the Eligible Lot was terminated by ECF No. 1588.

On May 2, 2025, the district court entered a Letter Order, docketed as ECF No. 1581, recounting an earlier Order entered on the docket of the same proceeding. App. E.

The Letter Order at App. E provided, verbatim, in pertinent part:

On April 18, 2025, the Court entered an Order scheduling a hearing for May 5, 2025, concerning the Deed of Mortgage held by Agnes A. Nagy Kessler or the Estate of B.F. Kessler or both; dated June 18, 2015; filed in Belize on June 19, 2015, as Instrument LTU-201501011; and filed on the docket for this matter as ECF No. 1565-3 (the ‘Deed’).

ECF No. 1576. The Court required Ms. Nagy Kessler, a representative of the Estate of B.F. Kessler, or their respective counsel to notify the Court by today, Friday, May 2, 2025, at 5 p.m., if they planned to attend.

App. E, 23a (ECF No. 1581 at 1).

The Letter Order at App. E further provided, verbatim, in pertinent part:

Having not heard from either party or their counsel by that time, the Court finds that Ms. Nagy Kessler and the Estate of B.F. Kessler have no objections to the Receiver's motion to declare no amount owed on the Deed. Because these parties have no objections, the Court CANCELS the May 5 hearing.

App. E, 23a (ECF No. 1581 at 1).

On the face of App. E, the district court entered an Order on April 18, 2025 (ECF No. 1576) scheduling a hearing for May 5, 2025 concerning the Deed of Mortgage held by Agnes A. Nagy Kessler or the Estate of B.F. Kessler, and required Ms. Nagy Kessler, a representative of the Estate of B.F. Kessler, or their respective counsel to notify the Court by May 2, 2025, at 5 p.m., if they planned to attend. App. E, 23a (ECF No. 1581 at 1). The docket reflects that Ms. Nagy Kessler and the Estate of B.F. Kessler were not named as defendants in this action.

On the face of the record, the district court afforded Ms. Nagy Kessler and the Estate of B.F. Kessler—neither of whom was named as a defendant—notice, a scheduled hearing, and an opportunity to be heard concerning their asserted interest in the Property. App. E, 23a (ECF No. 1581

at 1). Over the same period, the same court returned or struck each of Petitioner's filings without adjudication and directed that Petitioner "cannot move for relief in this action" on the ground that Petitioner "[is] not a party in this litigation." App. B, 4a (ECF No. 1612 at 1); App. G, 30a (ECF No. 1547); App. F, 26a; App. H, 32a.

G. The Fourth Circuit dismissed the appeal on nonparty grounds.

Petitioner appealed to the United States Court of Appeals for the Fourth Circuit, docketed as *In re: Beckie Boddie*, No. 26-1130.

On April 9, 2026, the court of appeals entered an unpublished per curiam opinion. App. A, 2a. The opinion provided in pertinent part:

We construe Boddie's motion as a request to intervene in the district court proceedings. We discern no abuse of discretion in the court's refusal to allow Boddie to intervene.

App. A, 2a (citing *Gould v. Alleco, Inc.*, 883 F.2d 281, 284 (4th Cir. 1989)). The opinion further provided:

[G]enerally, nonparties to proceedings in the district court may not appeal from a district court's judgment. A limited exception arises if a nonparty has an interest in the litigation and actively participated in the particular stage of district court proceedings that is challenged on appeal. Here, Boddie did not actively participate in the district court proceedings, so she lacks nonparty appellate standing.

App. A, 2a (citing *Sky Cable, LLC v. DIRECTV, Inc.*, 886 F.3d 375, 384 (4th Cir. 2018); *Doe v. Pub. Citizen*, 749 F.3d 246, 259 (4th Cir. 2014)) (footnote omitted). The court of appeals “affirm[ed] the denial of Boddie’s request to intervene” and “dismiss[ed] the remainder of the appeal.” App. A, 2a–3a.

REASONS FOR GRANTING THE PETITION

The orders below establish, on their face, that Petitioner's real property was bound by federal court orders, the substantive terms on which Petitioner was bound were replaced, the property was sold to a third-party purchaser, and Petitioner was foreclosed from being heard in the district court and on appeal. No court has held any hearing on, and on the rationale stated in those orders no court will hear, the Fifth Amendment claim arising from that deprivation. The face of the orders below differs from the procedural protections this Court has identified in its Fifth Amendment precedents. Sup. Ct. R. 10(c).

Three considerations support this Court's review. *First*, this Court's Fifth Amendment precedents have identified the procedural protections required before property is taken, see *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 (1950), *United States v. James Daniel Good Real Property*, 510 U.S. 43 (1993), *Fuentes v. Shevin*, 407 U.S. 67 (1972), *Connecticut v. Doeher*, 501 U.S. 1 (1991), and *Mathews v. Eldridge*, 424 U.S. 319 (1976); the orders below show none of those protections were afforded. *Second*, this Court's nonparty-preclusion precedents have identified when a person may be bound by and heard on a federal court's judgment, see *Hansberry v. Lee*, 311 U.S. 32 (1940), *Marino v. Ortiz*, 484 U.S. 301 (1988) (per curiam), and *Devlin v. Scardelletti*, 536 U.S. 1 (2002); the orders below bound Petitioner's property while denying any forum in which to be heard. *Third*, the question is recurring and important in the federal enforcement context this Court most recently addressed in *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021), and in the

property-rights context this Court most recently addressed in *Tyler v. Hennepin Cnty.*, 598 U.S. 631 (2023).

I. The Fifth Amendment Requires Notice and a Meaningful Opportunity to Be Heard Before a Federal Court Binds the Real Property of an Owner Who Is Not Named as a Defendant.

The Fifth Amendment provides that no person shall “be deprived of life, liberty, or property, without due process of law.” U.S. Const. amend. V.

This Court has held that “[a]n elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

This Court has held, in the context of a federal enforcement action seeking to deprive an owner of real property: “Unless exigent circumstances are present, the Due Process Clause requires the Government to afford notice and a meaningful opportunity to be heard before seizing real property subject to civil forfeiture.” *United States v. James Daniel Good Real Property*, 510 U.S. 43, 62 (1993). The Court emphasized that “[t]he right to prior notice and a hearing is central to the Constitution’s command of due process,” *id.* at 53, and that “[t]he ex parte preseizure proceeding affords little or no protection to the innocent owner,” *id.* at 55. The Court further held that “[f]air procedures are not confined to the innocent.” *Id.* at 62.

This Court has held that “[t]he Florida and Pennsylvania prejudgment replevin provisions work a deprivation of property without due process of law insofar as they deny the right to a prior opportunity to be heard before chattels are taken from their possessor.” *Fuentes v. Shevin*, 407 U.S. 67, 96 (1972).

This Court has held that prejudgment attachment of real property without notice and a hearing, absent exigent circumstances, “falls short of the demands of due process.” *Connecticut v. Doehr*, 501 U.S. 1, 18 (1991).

This Court has identified the procedural protections required under the Fifth Amendment by reference to three factors: “[F]irst, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards; and, finally, the Government’s interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail.” *Mathews v. Eldridge*, 424 U.S. 319, 335 (1976).

On the face of the orders below, none of those procedural protections was afforded to Petitioner. No pre-deprivation hearing was held. The TRO at App. M (ECF No. 13) was entered ex parte and, on its face, recited that it would not affect the interests of unaffiliated consumer owners. See App. M (TRO §§ XVI.Y, XVIII). The TRO nonetheless bound the real property of unnamed owners without prior notice or a hearing. The Redress Plan effective September 12, 2022 (ECF No. 1117-1; ECF No. 1373) continued to bind that property without prior notice or a hearing.

The June 2023 Order (ECF Nos. 1437-1, 1446) replaced the substantive financial terms on which owners had been bound without prior notice or a hearing. The Sale Order at App. D (ECF No. 1588) approved the sale of the property and terminated Petitioner's pre-Receivership contract without prior notice or a hearing. The Letter Order at App. B (ECF No. 1612) struck Petitioner's filing without adjudicating any matter raised in it. No post-deprivation hearing was afforded either: the district court returned or struck each of Petitioner's filings on nonparty grounds without adjudicating any matter raised in them, App. B; App. F; App. G; App. H, and the court of appeals dismissed the appeal on the ground that Petitioner "did not actively participate in the district court proceedings, so she lacks nonparty appellate standing," App. A, 2a. On the present record, no forum is available in which the Fifth Amendment claim may be heard.

II. The Orders Below Establish, on Their Face, That No Forum Is Available in Which the Fifth Amendment Claim May Be Heard.

The two grounds on which the court of appeals resolved the appeal — affirmance of the intervention denial and dismissal for lack of nonparty appellate standing on the ground that Petitioner "did not actively participate in the district court proceedings," App. A, 2a — rest on the same antecedent fact recorded on the face of the district court's docket: the district court's repeated rulings that Petitioner is "not a party in this litigation and cannot move for relief in this action." App. B (ECF No. 1612); App. F (ECF Nos. 1574 & 1574-1); App. G (ECF No. 1547);

App. H (ECF No. 1541). Each of those four orders recorded a filing by Petitioner that the district court declined to adjudicate on the merits on nonparty grounds. The absence of district-court participation referenced by the court of appeals is the same circumstance reflected in those orders. The procedural posture so established differs from the procedural protections this Court has identified in *Mullane*, 339 U.S. at 314; *James Daniel Good*, 510 U.S. at 62; *Fuentes*, 407 U.S. at 96; *Doehr*, 501 U.S. at 18; and *Mathews*, 424 U.S. at 335. No court will hear the Fifth Amendment claim arising from the asserted deprivation.

III. The Procedural Posture Below Differs From This Court's Precedents Governing When a Person May Be Bound by and Heard on a Federal Court's Judgment.

This Court has held: "It is a principle of general application in Anglo-American jurisprudence that one is not bound by a judgment *in personam* in a litigation in which he is not designated as a party or to which he has not been made a party by service of process. ... [J]udicial action enforcing it against the person or property of the absent party is not that due process which the Fifth and Fourteenth Amendments requires." *Hansberry v. Lee*, 311 U.S. 32, 40 (1940).

This Court has held that the general rule that "only parties to a lawsuit, or those that properly become parties, may appeal an adverse judgment" is not absolute. *Marino v. Ortiz*, 484 U.S. 301, 304 (1988) (per curiam).

This Court has held that a nonnamed class member who objects at a fairness hearing may appeal

the approval of a settlement “without first intervening,” *Devlin v. Scardelletti*, 536 U.S. 1, 14 (2002), because such a person is “bound by the settlement,” *id.* at 10. The Court reasoned that “[w]hat is most important to this case is that nonnamed class members are parties to the proceedings in the sense of being bound by the settlement.” *Id.* at 10.

This Court has held, in the context of property rights: “The Takings Clause ‘was designed to bar Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole.’” *Tyler v. Hennepin Cnty.*, 598 U.S. 631, 647 (2023) (quoting *Armstrong v. United States*, 364 U.S. 40, 49 (1960)). The Court further held that “Minnesota may not extinguish a property interest that it recognizes everywhere else to avoid paying just compensation when it is the one doing the taking.” *Tyler*, 598 U.S. at 645.

The rule applied below differs from the reasoning of those decisions. The district court’s Letter Order treats the absence of party status as a complete bar to being heard, App. B, 4a, while the orders that came before treated Petitioner’s property as bound by the court’s judgments. The court of appeals’ opinion then treats the absence of “active[] participat[ion]” — a status the district court itself foreclosed — as a complete bar to appellate review. App. A, 2a. On the face of the docketed orders, Petitioner was bound but not heard, and Petitioner’s property was sold without any forum in which Petitioner could be heard on the sale.

IV. The Question Arises in a Federal Enforcement Action in Which This Court Has Recently Circumscribed Federal Agency Authority.

This Court has held, addressing whether Section 13(b) of the Federal Trade Commission Act authorizes the Commission to seek, and a court to award, “equitable monetary relief such as restitution or disgorgement,” that “[w]e conclude that it does not.” *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021).

This Court further stated, in the same decision, that “[n]othing we say today, however, prohibits the Commission from using its authority under §5 and §19 to obtain restitution on behalf of consumers.” *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021); *see* 15 U.S.C. § 57b.

Congress defined the scope of equitable consumer redress in 15 U.S.C. § 57b(b). That provision states that, in a civil action brought under subsection (a), the court “shall have jurisdiction to grant such relief as the court finds necessary to redress injury to consumers or other persons, partnerships, and corporations resulting from the rule violation or the unfair or deceptive act or practice, as the case may be.” 15 U.S.C. § 57b(b). The statute further provides that “[s]uch relief may include, but shall not be limited to, rescission or reformation of contracts, the refund of money or return of property, the payment of damages, and public notification respecting the rule violation or the unfair or deceptive act or practice, as the case may be; except that nothing in this subsection is intended to authorize the imposition of any exemplary or punitive damages.” *Id.*

This Court has described § 19 as authorizing district courts “(subject to various conditions and limitations) to grant ‘such relief as the court finds necessary to redress injury to consumers,’ §57b(b), in cases where someone has engaged in unfair or deceptive conduct with respect to which the Commission has issued a final cease and desist order applicable to that person.” *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021) (citing 15 U.S.C. § 57b(a)(2)). This Court has also distinguished the “permanent injunction” authorized by Section 13(b) from “an award of equitable monetary relief,” explaining that “[a]n ‘injunction’ is not the same as an award of equitable monetary relief.” *Id.*

Under the statutory text and this Court’s holding, equitable consumer redress is a remedy directed to identified injury to consumers and is bounded by the specific forms Congress enumerated — rescission or reformation of contracts, the refund of money or return of property, the payment of damages, and public notification — and expressly excludes exemplary or punitive damages. 15 U.S.C. § 57b(b).

This Court has held that “[t]he principle that a government may not take more from a taxpayer than she owes can trace its origins at least as far back as Runnymede in 1215.” *Tyler v. Hennepin Cnty.*, 598 U.S. 631, 639 (2023).

The question presented arises in the same federal enforcement context this Court most recently addressed in *AMG* and in the property-rights context this Court most recently addressed in *Tyler*. On the face of the orders below, a federal court bound an unnamed owner’s real property under a redress regime entered pursuant to Section 13(b), replaced the substantive terms on which that property was

bound, approved the sale of that property to a third party, and foreclosed any forum in which the owner could be heard on the disposition.

V. The Question Is Recurring, Important, and Squarely Presented on the Face of the Orders Below.

The question is recurring. Federal enforcement actions routinely involve court-appointed receivers and redress programs that reach property in which persons not named as defendants assert recorded interests.

The question is important. This Court has held that real property is among the interests most strongly protected by the Due Process Clause. *James Daniel Good*, 510 U.S. at 53–54, 61–62.

The question is squarely presented on the face of the orders below. The TRO at App. M bound the property. The Redress Plan effective September 12, 2022 (ECF No. 1117-1; ECF No. 1373) continued to bind the property and offered specific substantive financial terms. The June 2023 Order (ECF Nos. 1437-1, 1446) replaced those terms. The Sale Order at App. D (ECF No. 1588) approved the sale of the property and terminated Petitioner's pre-Receivership contract. The district court's Letter Order at App. B (ECF No. 1612) foreclosed Petitioner's participation. The court of appeals' opinion at App. A treated the foreclosed participation as the ground for dismissal. That rationale rests on federal law and differs from the procedural protections identified in this Court's holdings in *Mullane*, *James Daniel Good*, *Fuentes*, *Doehr*, and *Mathews*. Unless this Court grants review, no court

will hear the Fifth Amendment claim arising from the asserted deprivation. Sup. Ct. R. 10(c).

VI. The Unpublished Status of the Decision Below Does Not Bar Review.

This Court has stated, in a per curiam opinion, that “the fact that the Court of Appeals’ order under challenge here is unpublished carries no weight in our decision to review the case.” *Comm’r v. McCoy*, 484 U.S. 3, 7 (1987) (per curiam). This Court has granted certiorari in cases arising from unpublished decisions of the United States Court of Appeals for the Fourth Circuit. *See, e.g., E. Assoc. Coal Corp. v. United Mine Workers*, 531 U.S. 57, 61 (2000) (4th Cir. decision below at 188 F.3d 501, 1999 WL 635632 (unpublished)); *Chen v. Mayor & City Council of Baltimore*, No. 13-10400 (U.S. Nov. 7, 2014) (cert. granted from unpublished 4th Cir. decision in IFP petition); *Riley v. Garland*, No. 23-1270 (U.S. Nov. 4, 2024) (cert. granted from unpublished 4th Cir. decision, No. 22-1609 (4th Cir. Apr. 26, 2024)). Federal Rule of Appellate Procedure 32.1(a) permits citation of unpublished federal judicial dispositions issued on or after January 1, 2007. The opinion below is reproduced at Appendix A.

VII. Congress Has Independently Protected Innocent Owners From the Deprivation Worked by the Orders Below.

The Fifth Amendment principles set out above are reinforced by three federal statutes that bear on the orders below.

First, Congress has directed that “[a] trustee, receiver or manager appointed in any cause pending in any court of the United States ... shall manage and operate the property ... according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound to do if in possession thereof.” 28 U.S.C. § 959(b). The subject real property of the underlying enforcement action is situated in Belize and comprises lots within Sanctuary Belize and Kanantik. The trust’s interest in that Belizean real property is held by The Boerum Family Trust, an irrevocable trust governed by Nevada law and administered from Nevada by the Successor Trustee. The trust’s Nevada primary residence is involved only as collateral, because a loan was taken against the Nevada residence to fund full development of the trust’s Belizean lot, including the construction of two fully furnished homes, a garage, a driveway, and landscaping. The Successor Trustee continues to make payments on that loan secured against the Nevada residence. Section 959(b) required the Receiver to manage the trust’s property as the trustee—the actual owner under the law of the trust’s situs—would have been bound to manage it. On the face of the orders below, the Receiver bound, reformed, and sold trust property without naming the trustee as a party and without affording any forum in which the trustee could be heard. The orders below differ from the directive set out at § 959(b).

Second, Congress has directed that “[p]roperty in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest ... becomes property of the estate ... only to the

extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold." 11 U.S.C. § 541(d). This Court has held that "[b]ecause the debtor does not own an equitable interest in property he holds in trust for another, that interest is not 'property of the estate.'" *Begier v. IRS*, 496 U.S. 53, 59 (1990). The same principle controls in federal equity receiverships, because a federal equity receiver is "an officer of the Court" whose "appointment is provisional" and who is "appointed in behalf of all parties, and not of the complainant or of the defendant only," and who therefore acquires no greater interest than the entity over which he was appointed. *Booth v. Clark*, 58 U.S. (17 How.) 322, 331 (1854). On the face of the orders below, the property at issue was held in trust for Petitioner. App. M, TRO § XVIII (Receivership estate "does not contain lots or interests in lots owned or controlled by a consumer unaffiliated with Defendants or Relief Defendants"). That property never became receivership property in the first instance and was not subject to the Receiver's authority.

Third, Congress has directed, in the Civil Asset Forfeiture Reform Act of 2000, that "[a]n innocent owner's interest in property shall not be forfeited under any civil forfeiture statute." 18 U.S.C. § 983(d)(1). The statute defines "innocent owner" to include a person who acquired the interest after the conduct giving rise to forfeiture and who "was a bona fide purchaser or seller for value" and "did not know and was reasonably without cause to believe that the property was subject to forfeiture." 18 U.S.C. § 983(d)(3)(A). On the face of the docketed orders, the underlying action is styled as equitable relief under

Section 13(b) of the FTC Act, and the orders below operate on the real property of an owner not named as a defendant. This Court has held that Section 13(b) does not authorize equitable monetary relief. *AMG Capital Mgmt., LLC v. FTC*, 593 U.S. 67 (2021). This Court has also held, in the related context of agency disgorgement, that such relief “bears all the hallmarks of a penalty” and is subject to the statutory limits Congress imposed. *Cf. Kokesh v. SEC*, 581 U.S. 455, 465 (2017). The orders below operate on the property of an owner not named as a defendant in a manner that differs from the protection set out at § 983(d).

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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