

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**

**BRIEF OF SANCTUARY BELIZE LOT
PURCHASERS AS *AMICI CURIAE* IN SUPPORT OF
PETITIONER**

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INTEREST OF *AMICI CURIAE*

Amici are 25 people who contracted to buy lots at Sanctuary Belize, a residential development in Belize whose promoters the Federal Trade Commission sued in 2018.¹ They are listed in the appendix to this brief. In November 2018, the court in that suit appointed a receiver. Pet. 4. Many amici signed their contracts years before the receivership began, and a number of them bought their lots as the place where they planned to retire. Other lot purchasers asked to join this brief but could not complete the necessary steps before it was due.

Amici were the consumers whom the enforcement action was meant to protect. But in May 2025, without amici’s involvement or even knowledge, the district court approved the receiver’s sale of the Sanctuary Belize land and declared that, apart from lot sales that had already closed, “all pre-Receivership Memorandum of Sale contracts governing the purchase of individual lots at the Property are terminated.” Order Granting Receiver’s Amended Motion ¶ 8, *In re Sanctuary Belize Litig.*, No. 18-cv-3309 (D. Md. May 13, 2025), ECF No. 1588 (Sale Order), *reprinted in* Pet. App. 8a–22a. The order also provided that the buyer

¹ No counsel for a party authored this brief in whole or in part, and no party or counsel for a party made a monetary contribution intended to fund the preparation or submission of this brief. No person other than amici or their counsel made such a monetary contribution. Because amici’s counsel was contacted and retained after the 10-day notice period had expired, petitioner and respondent received notice of amici’s intent to file this brief fewer than 10 days before its due date. Both waived the 10-day notice requirement and stated that they do not object to this brief.

took the land free of any “other contracts entered into by the Record owner companies and/or affecting the Property.” *Id.* ¶ 7. No amicus reports being told in advance that their contract would be terminated. Amici therefore have a direct interest in the first question presented: whether a federal court may dispose of a nonparty owner’s property without notice or a hearing and then foreclose review because the owner was not a party. Pet. i.

SUMMARY OF ARGUMENT

The sale order terminated every pre-receivership lot contract that had not closed, including amici’s. Sale Order ¶¶ 7–8. But the order does not say that the receiver sent any buyer notice of the sale motion. This Court has long held that “[n]otice by mail or other means as certain to ensure actual notice is a minimum constitutional precondition to a proceeding which will adversely affect the liberty or property interests of any party . . . if its name and address are reasonably ascertainable.” *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 800 (1983).

The district court refused petitioner’s filings because she was “not a party in this litigation.” Pet. App. 4a. The clerk returned amicus Colleen Bigler’s submissions twice for the same reason. The court of appeals then held that petitioner could not appeal because she had not “actively participate[d]” below. Pet. App. 2a. But petitioner had tried to participate, and the district court sent her filings back.

The sale order anticipates that the receiver will dissolve the record-owner companies and make its final redress payments. Sale Order ¶ 19. Amici ask the Court to grant review before that happens.

ARGUMENT

I. THE SALE ORDER ENDED THE CONTRACTS OF BUYERS WHOM THE RECEIVER COULD HAVE REACHED BY EMAIL

Paragraph 8 of the sale order preserved only those lot sales “that were completed and proceeded to closing.” Sale Order ¶ 8. It then provided: “Other than the foregoing, all pre-Receivership Memorandum of Sale contracts governing the purchase of individual lots at the Property are terminated as such lots are being sold pursuant to the Purchase Agreement and this Order.” *Id.* The buyer took the land free of those contracts and of any “other contracts entered into by the Record owner companies and/or affecting the Property.” *Id.* ¶ 7. Those contracts were property protected by the Due Process Clause of the Fifth Amendment. *See U.S. Tr. Co. of N.Y. v. New Jersey*, 431 U.S. 1, 19 n.16 (1977) (“Contract rights are a form of property.”).

Amici learned of paragraph 8 only after the court had entered it in May 2025. Eura Larette Fontenot and Peter Albera paid the full \$85,675 price for their lot in 2016 through a self-directed retirement account. They first heard about the sale in a June 2025 email from the receiver. Lisa C. Clair signed her contract in March 2018. By her account she paid \$151,121.80. She heard about the sale only after the fact, from other

owners through Facebook, and her emails to the receiver drew only automated emails in response. Ken A. Mohon had paid \$161,000 toward a \$221,000 lot. He learned that his contract had ended only when speaking with other lot owners in early 2026. Delaney James Carlson, Collin Clark Carlson, and Theresa Sue Edelen had paid about \$51,900 toward River Lot 9 and learned only through the grapevine after the fact that their contract had ended. Amici have found no message from the receiver about the sale earlier than a June 18, 2025 email, sent five weeks after the order.

“An 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 & Tr. Co.*, 339 U.S. 306, 314 (1950). Publication does not meet that standard for people whom the government can identify. “Where the names and post-office addresses of those affected by a proceeding are at hand, the reasons disappear for resort to means less likely than the mails to apprise them of its pendency.” *Id.* at 318.

The receiver could not plausibly claim that amici’s email addresses were not at hand—the receiver emailed amici repeatedly from 2021 to 2024. The sale order itself found that the receiver would keep using “email distributions, and other consumer communications channels to keep consumer stakeholders informed.” Sale Order 7 (Recital P).

The order describes notice “reflecting the opportunity for overbidding, as well as the deadline to qualify as a competing bidder and date for an auction,” published “in the Amandala, a national-circulation Belizean print newspaper, as well as in the regional Caribbean Journal,” posted on the receivership website, and emailed by the receiver’s broker to “prospective global investors and developers.” *Id.* at 4–5 (Recitals J–K). Amici, who live in the United States, had no reason to read a Belizean newspaper for news of a Maryland court order. And a notice that tells bidders when to appear does not tell owners that the sale will extinguish their contracts. The court found the notice adequate under the statutes that govern judicial sales of realty, *id.* at 5 (Recital L) (citing 28 U.S.C. §§ 2001(a), 2002), but those statutes govern how a court sells land and advertises the sale to bidders.

II. BECAUSE THE SALE ORDER BOUND THE OWNERS, THEY WERE ENTITLED TO BE HEARD AND TO APPEAL

The district court refused petitioner’s filings because she was “not a party in this litigation and cannot move for relief in this action.” Pet. App. 4a; *see* Pet. 17–18. Amicus Colleen Bigler had the same experience: the clerk twice returned her submissions as coming from a nonparty. Amici Cheryl and Thomas Goff wrote to the court in 2021 and 2022 asking for the return of their payments and received no response. In 2019 the first receiver had advised owners that “a consumer’s claim to their lot will not be adversely affected as a result of the suspension of monthly lot payments” and that, where more than one buyer claimed a lot,

“everyone will have the opportunity to assert their position.” Robb Evans & Assocs. LLC, Second Notice to Former and Current Lot Owners 1 (Jan. 7, 2019) (on file with counsel).

The court of appeals then held that a nonparty may appeal only if she “actively participated” below, and that petitioner “did not actively participate in the district court proceedings, so she lacks nonparty appellate standing.” Pet. App. 2a. The court of appeals said nothing about the Catch-22 it was completing: the federal courts blocked petitioner from participation and then did not allow her to be heard because she did not participate.

This Court has allowed nonparties bound by an order to appeal it. *Devlin v. Scardelletti*, 536 U.S. 1, 7–10 (2002). Its examples include a bidder at a foreclosure sale and a court-appointed receiver, neither named in the case, who “were parties only in the sense that they were bound by the order from which they were seeking to appeal.” *Id.* at 8. In *Devlin* itself, this Court reversed the same court of appeals for holding that a class member denied intervention could not appeal a settlement that bound him. *Id.* at 6, 14. The orders below bound the owners’ contracts, Sale Order ¶¶ 7–8, but the courts treated the owners as strangers to the case.

Amici are victims of fraud and have never been heard. They ask for this Court’s intervention to remedy that unjust and unlawful result.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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October 28, 2026

APPENDIX
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Robert Kimsey
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