Supreme Court, U.S.
FILED
OCT 27 2026
OFFICE OF THE CLERK

No. 26A619

IN THE SUPREME COURT OF THE UNITED STATES

DENISE R. SMITH, Applicant,

v.

NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER, et al., Respondents.

On Application to the Honorable John G. Roberts, Jr., Chief Justice and Circuit Justice for the Fourth Circuit

From Supreme Court of Maryland Petition No. 119, September Term 2026; Appellate Court of Maryland No. 1051, September Term 2025; Circuit Court CAEF17-36003

EMERGENCY APPLICATION FOR IMMEDIATE ADMINISTRATIVE STAY OF EXECUTION OF WRIT OF POSSESSION AND STAY PENDING THE FILING AND DISPOSITION OF A PETITION FOR A WRIT OF CERTIORARI

28 U.S.C. § 2101(f); Supreme Court Rules 22 and 23

Denise R. Smith, Applicant, Pro Se
917 Jennings Mill Drive, Bowie, MD 20721
Telephone: (301) 455-1771 | Email: jazzydrs1@gmail.com

October 27, 2026

RECEIVED
OCT 29 2026
OFFICE OF THE CLERK
SUPREME COURT, U.S.

28 U.S.C. § 2101(f) 5, 7, 25

12 C.F.R. § 1024.35 ..... 11, 12, 13, 14, 18

12 C.F.R. § 1026.36(c) 7, 11, 12, 13, 14, 17

Maryland Rule 8-501 22

Supreme Court Rule 13.3 8

Supreme Court Rules 22–23 7

ADDITIONAL AUTHORITIES CITED IN SECTION IV SUPPLEMENT

Armstrong v. Manzo, 380 U.S. 545 (1965) 21A

Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982) 21A

11 U.S.C. § 350(b) 21E

15 U.S.C. § 1639g 21A–21B, 21E

Maryland Rule 14-305(d) 21A

12 C.F.R. § 1026.36(c)(3) 21B, 21E

RELIEF REQUESTED: A POST-AUCTION FEDERAL ORDER, A CONTESTED DEFAULT, AND AN UNHEARD CLAIM

Applicant Denise R. Smith requests an immediate administrative stay of enforcement of the July 2025 Maryland possession judgment and any writ issued upon it, then a stay pending certiorari. 28 U.S.C. § 2101(f); Sup. Ct. R. 23. This application is not a belated attack on the August 14, 2018 auction. It concerns a federal court's March 4, 2019 Order entered AFTER that auction, and the procedural failure to determine whether Nationstar honored the Order before invoking the very default that its own counsel's instructions and servicing practices allegedly produced. The stay preserves possession; it does not convey title, extinguish the debt, or finally decide damages. The controlling possession judgment, appellate orders, and stay denials are at Core App. 1–7, 68–76 (Exs. A–D, P–R).

THE ORDER, THE CURE, AND THE RECEIVED FUNDS ARE DOCUMENTED. Bankruptcy Docket 44 commanded Nationstar to forbear from foreclosure, subject to scheduled payments, specific payment-application provisions, a notice identifying the amount and nature of a claimed default, and a twelve-day cure or written-denial procedure. Core App. 8–13 (Ex. E). Attorney Kasey Edwards swore that Nationstar's attorney Renee Dyson instructed Smith, in Edwards's presence, to hold payments while account-processing difficulties were addressed, and that Edwards advised William Savage. Core App. 37–38 (Ex. I). Edwards answered Nationstar's November 15, 2019 $24,817.17 notice on November 25, identified an exact-amount cashier's check, disputed application of payments, and requested a hearing. Core App. 14–15, 39 (Exs. F, J). Nationstar's own correspondence acknowledges servicing restrictions and suspense balances; its ledger and Solomon's filed accounting document received and disputed funds. Core App. 40–51, 99–106, 139–142 (Exs. K, L, U, AE).

THE RECORD SHOWS A SPECIFIC CONTRADICTION, NOT A GENERALIZED ACCUSATION. Judge Thomas J. Catliota asked Savage whether the requested relief arose from

postpetition monetary default rather than the earlier foreclosure; Savage said yes. Tr. 7:1–6; Core App. 22 (Ex. G). Savage advanced $70,985.77 without a separate paragraph-(e) default notice for that expanded figure identified in this core record. Regan disputed its increase, represented that cure funds were available, requested time to investigate, and explained why the later agreement could not be answered by objections to the earlier auction. Tr. 7–14; Core App. 22–29 (Ex. G). Catliota declared that he would 'not grant any relief from the notice of default,' yet granted stay relief by treating the earlier-sale exceptions as controlling, even assuming the lender refused post-Order payments. Tr. 16:4–24, 17:19–24; Core App. 31–32 (Ex. G). The trustees later attributed that ruling to 'a finding of default in payment under the consent order.' Core App. 55 (Ex. M). The certified transcript establishes no such finding.

THE GOVERNING PRINCIPLE IS PREVENTION OF PERFORMANCE. A party may not cause the failure of a contractual condition and then take advantage of that failure. United States v. Peck, 102 U.S. 64, 65–66 (1880). Maryland recognizes the same doctrine, with causation required. WSC/2005 LLC v. Trio Ventures Assocs., 460 Md. 244 (2018); see also Questar Builders, Inc. v. CB Flooring, LLC, 410 Md. 241, 273–80 (2009). Here the causal allegation has a sworn witness, a contemporaneous written response, servicer acknowledgments, and primary accounting records. The Court need not resolve that factual dispute on an emergency application. It should not permit an irreversible change in possession without confronting why the dispute and later federal constitutional claim were never determined on their own terms.

THE QUESTION RESPONDENTS MUST CONFRONT IS WHAT HAPPENED TO THE MONEY. The March 2019 Order imposed more than a borrower payment obligation: it required application of funds according to the note and mortgage and a stated notice-and-dispute procedure before the creditor could invoke a claimed monetary default. Core App. 9–11 (Ex. E ¶¶ (d)–(g)). The evidence includes counsel's sworn account of the creditor's hold-payment instruction, a written response

invoking the Order within twelve days, the identified $24,817.17 cashier's check, and the servicer's own account and suspense records. Core App. 14–15, 37–51, 99–106 (Exs. F, I–L, U). This record calls for an answer to a specific question—not another account of the 2018 auction: did Nationstar receive, retain, suspend, reverse, return, or apply each documented payment, on what date and under what contractual and regulatory authority? A court cannot accept an asserted default as established without distinguishing funds tendered from funds received, retained in suspense, or finally credited. See United States v. Peck, 102 U.S. 64, 65–66 (1880); 12 C.F.R. § 1026.36(c)(1)(i)–(ii).

QUESTION PRESENTED AND LIMITED JURISDICTIONAL BASIS

Whether the dismissal of Applicant's Maryland residential-possession appeal, followed by refusal to reinstate after an electronically filed brief and prompt corrective submissions, employed state procedural rules in a manner constitutionally inadequate to foreclose review of a substantial federal due-process claim: that later enforcement rested on a post-auction federal Consent Order whose payment and default procedures Applicant invoked; that Nationstar allegedly prevented performance and retained funds in suspense; that the Bankruptcy Court expressly declined to grant relief on the noticed monetary default; and that state proceedings repeatedly answered the earlier-sale question rather than adjudicating post-Order performance.

The judgment presented for certiorari review is the Maryland appellate disposition, not Bankruptcy Doc. 103 itself. 28 U.S.C. § 1257(a). The Maryland high court denied discretionary review and emergency relief June 23, 2026 and reconsideration September 29. Core App. 1–5 (Exs. A–C). The federal due-process claim was presented in the May 28 Maryland petition and the June reconsideration materials. Core App. 77–98 (Exs. S–T). This emergency application invokes 28 U.S.C. § 2101(f) and Supreme Court Rules 22–23 to preserve possession; it does not ask this Court to exercise original jurisdiction over a servicing dispute. See Hollingsworth v. Perry, 558 U.S. 183, 190 (2010).

Applicant filed reconsideration June 29 after the June 23 denial; it was accepted for filing and denied September 29. Rule 13.3 measures the certiorari period from disposition of a timely rehearing request or an untimely one appropriately entertained. Applicant relies on September 29 as the operative date but recognizes that federal timeliness is a judicial question; the clerk's acceptance is evidence of filing, not by itself conclusive adjudication of Rule 13.3. Core App. 1–2, 92–98 (Exs. A–B, T). Applicant requests emergency protection without assuming that this application alone extends any filing period.

I. THE CONSENT ORDER'S FORBEARANCE AND DEFAULT PROCESS ARE SUBSTANTIVE, NOT ILLUSORY

The Bankruptcy Court entered the March 4, 2019 Consent Order, Doc. 44, seven months AFTER the August 14, 2018 auction. Its first operative provision terminated the automatic stay to permit foreclosure activity under applicable law; its immediately following provision directed Nationstar to FORBEAR from exercising foreclosure rights 'provided that, and so long as,' the debtor complied with the Order. Core App. 8–9 (Ex. E). The first provision was not permission to disregard the second. The Court must read both commands as written. United States v. Armour & Co., 402 U.S. 673, 681–82 (1971); United States v. ITT Cont'l Baking Co., 420 U.S. 223, 236–43 (1975). See also Frew v. Hawkins, 540 U.S. 431, 437–40 (2004) (judicial orders entered by consent remain enforceable, in a different statutory setting). The creditor's obligations arising from this post-auction order are distinct from the validity of the auction itself.

The Order required a $10,061.30 arrearage cure, ongoing payments, and application of amounts first to $1,031 in agreed fees, with further payments governed by the note and mortgage. Core App. 9 (Ex. E ¶¶ (a)–(d)). Under paragraph (e), a default notice had to identify the amount and nature of the default; under paragraph (g), the procedure expressly contemplated a specific written denial referencing payments and requesting a hearing within twelve days. Core App. 10 (Ex. E ¶¶ (e)–(g)).

Edwards filed precisely such a response on November 25, ten days after the November 15 notice: she identified the $24,817.17 cashier's check, sought clarification of payment application, documented repeated unsuccessful payment attempts, and requested a hearing. Core App. 14–15, 39 (Exs. F, J). The check establishes identified cure funds, not by itself negotiation or satisfaction of every obligation. But Nationstar was not entitled to treat the dispute as though no response or funds had been tendered. The legal and factual sufficiency of the response required attention to the agreed procedure.

Prevention is the critical principle, not an afterthought. Peck held that a contracting party's interference may excuse the nonperformance it caused. 102 U.S. at 65–66. WSC/2005 LLC recognizes the Maryland prevention doctrine but requires the causal connection to be shown; it does not decide this mortgage dispute for Applicant. 460 Md. 244. Questar addresses the duty of good faith in exercising termination discretion. 410 Md. at 273–80. Regan separately invoked Battista v. Savings Bank of Baltimore, 67 Md. App. 257, 507 A.2d 203 (1986), to explain why creditor conduct may raise waiver of strict payment terms notwithstanding a nonwaiver provision. Tr. 14:1–14; Core App. 29 (Ex. G). None of those cases excuses all unpaid installments automatically. They establish why Dyson's instruction, Nationstar's restrictive coding, the funds retained in suspense, and the November 25 written challenge cannot be dismissed without addressing causation and payment treatment.

The October 7, 2020 bankruptcy dismissal must be kept analytically distinct. The Consent Order states that forbearance terminates upon conversion, dismissal, or discharge. Core App. 11 (Ex. E). The actual dismissal, Bankruptcy Doc. 107, was entered on the CHAPTER 13 TRUSTEE'S motion concerning confirmed PLAN payments; it did not find that Nationstar proved its separate November 2019 mortgage-default notice. Core App. 131 (Ex. AC). Applicant does not claim the dismissal never occurred or that forbearance necessarily survived it. She contends that subsequent termination did not retroactively establish Nationstar's earlier allegations, immunize pre-dismissal interference, or convert

Judge Catliota's express refusal to grant relief on the noticed monetary default into a contrary finding. The order's true basis, not counsel's later substitution of a different basis, must control.

II. THE DOCUMENTS SHOW AN ACTIVE DISPUTE OVER TENDER, RECEIPT, SUSPENSE, AND PAYOFF

Nationstar demanded $24,817.17 in November 2019; Edwards timely answered that she held a cashier's check for the amount and sought to address allocation, refusal of payments, and a hearing. Bankruptcy Doc. 68, Core App. 14–15 (Ex. F); check at Core App. 39 (Ex. J). Nationstar later advocated $70,985.77 at the September 2020 hearing. Tr. 8:3–19; Core App. 23 (Ex. G). No separate Consent Order paragraph-(e) notice specifically supporting that enlarged demand is identified in this core record. Without reconciling paid, tendered, refused, suspended, reversed, and actually applied sums, the new number was not self-proving. This is the payment-and-notice controversy that Regan asked the judge to hear—not an invitation to reopen the validity of the 2018 auction.

Edwards's April 5, 2022 sworn affidavit is unusually direct: following the May 6, 2019 federal hearing, Dyson instructed Smith, in Edwards's presence, to stop monthly payments while Dyson spoke to Mr. Cooper; Edwards later told Savage, who did not instruct the borrower to resume payment and said he also would contact the company. Core App. 37–38 (Ex. I, affidavit ¶¶ 6–12). That testimony connects the servicer's interference to the very missed-payment accusation later used for enforcement. It is subject to factfinding, but the transcript records no merits finding discrediting it. A court evaluating prevention under Peck and WSC cannot treat creditor-directed withholding as identical to an unexplained borrower refusal to pay.

Nationstar's own records require scrutiny. Its July 16, 2021 response acknowledged a foreclosure-related restriction on online payments and described pre-removal funds received, while denying servicing error; its June 16, 2025 response acknowledged funds placed into suspense while defending its accounting. Core App. 40–43 (Ex. K). Kurland's contemporaneous Notice of Error identified dated

telephone-agent interactions and payment confirmations. Core App. 139–142 (Ex. AE). Applicant does not claim to have used SpeedPay: account coding is evidence of a restriction, not evidence of her use of that payment channel. Federal law addresses proper crediting of qualifying periodic payments and treatment of retained partial payments in suspense. 12 C.F.R. § 1026.36(c)(1)(i)–(ii). Regulation X identifies payment-acceptance, application, crediting, and payoff errors subject to the notice-of-error process. 12 C.F.R. § 1024.35(b)(1)–(3), (6). Those requirements apply according to their terms, including applicable exceptions. The ledger must distinguish tender, receipt, suspense, reversal, and final credit; it cannot be replaced by a categorical assertion that no money existed.

NATIONSTAR'S OWN YEAR-END DOCUMENTS REQUIRE A CROSS-RECORD ACCOUNTING. The following documents were issued by the servicer itself after the 2018 auction. They must be read alongside, not substituted for, the transaction ledger:

SERVICER DOCUMENT	**RECORDED FACT**	**ACCOUNTING QUESTION**
June 16, 2025 response (Ex. K, Core App. 42–43)	Identifies two payments dated February 25, 2019—$1,676.88 and $4,668.00, totaling $6,344.88—and separately acknowledges that other received payments were held in suspense.	Distinguish the February 2019 claim from other receipts; identify when suspended funds were received, transferred, applied, reversed or returned.
2020 Form 1098 and annual statement (Ex. AA, Core App. 126)	Reports $11,637.95 of mortgage interest received from payer(s)/borrower(s) for 2020 and $5,459.83 as an applied balance in its principal reconciliation.	Identify the source, dates, and posting of the reported interest and applied balance; reconcile the figures with the stated suspense and default treatment.

SERVICER DOCUMENT	RECORDED FACT	ACCOUNTING QUESTION
December 24, 2020 mortgage-insurance notice (Ex. Z, Core App. 125)	States that monthly mortgage-insurance premiums of $243.89 were removed and that the monthly payment would decrease.	Explain the continuing mortgage-account servicing and payment communication despite foreclosure and asserted delinquency.

THE FIGURES ARE NOT INTERCHANGEABLE. The $11,637.95 reported as 2020 interest is numerically greater than the $6,344.88 in the two February 2019 payments described in the 2025 letter, but they concern different periods and different accounting categories. That difference alone does not establish an uncredited payment. It makes an explanation essential: which receipts supported the 2020 interest report, the $5,459.83 applied-balance entry, the suspense balances, and the asserted monetary default? A later claim that received funds could not be applied cannot replace a reconciliation of these separate records. 12 C.F.R. §§ 1024.35(b)(1)–(3), (e)(1), 1026.36(c)(1). Core App. 42–43, 44–51, 125–126 (Exs. K, L, Z, AA). The December 2020 mortgage-insurance notice shows continuing account-specific servicing, not by itself reinstatement of the loan or a new waiver.

Solomon's filed motion and auditor challenge identified $46,759.50 in post-auction payments and tender history, drawing on Mr. Cooper's supplied records. Core App. 99–106, 44–51 (Exs. U, L). The $46,759.50 figure is presented without double-counting any entry or equating receipt with ultimate loan credit. The crucial distinction is between funds Nationstar received, funds held in suspense, later reallocations or reversals, and payments actually applied. These records materially contradict a categorical assertion that 'no payments were made,' even if additional accounting remains relevant to the net balance. Tr. 11:15–24; Core App. 26 (Ex. G). See 12 C.F.R. § 1026.36(c)(1)(ii)(B) (when retained partial payments accumulate to a periodic payment, apply them in the prescribed manner).

THE SERVICING RULES PROVIDE TESTABLE OBLIGATIONS, NOT A LABEL FOR EVERY UNAPPLIED DOLLAR. Qualifying periodic payments generally must be credited as of receipt, subject to the regulatory exceptions. If a servicer elects to retain partial payments in suspense, it must make the prescribed disclosures and treat accumulated funds sufficient for a periodic payment as received for crediting purposes. 12 C.F.R. § 1026.36(c)(1)(i)–(ii). Refusal to accept conforming payments, improper application or crediting, and failures concerning accurate payoff balances are independently identified servicing-error categories under 12 C.F.R. § 1024.35(b)(1)–(3), (6). The servicer's responses and payment history therefore require a transaction-specific explanation of suspense entries, escrow advances, reversals, and the asserted deficiency, measured against the Order's own application-of-payment requirements. Core App. 8–11, 40–51, 99–106, 139–142 (Exs. E, K–L, U, AE). Online SpeedPay restrictions are evidence of account coding; Applicant does not claim to have paid through SpeedPay. These questions concern the post-Order obligation, not whether the prior auction was procedurally valid.

Good faith is documented beyond litigation positions. Regan requested time to test the enlarged default and represented funds were available. Tr. 7–11; Core App. 22–26 (Ex. G). Fong's 2020 communications conveyed a conditional payoff-and-rescission route; Solomon pressed refinancing and repayment in March, April, and August 2024; Savage himself asked whether Applicant's position remained the same, and Solomon confirmed it did. Kelly's later messages document continued efforts and the June 2025 refusal to supply payoff figures. Core App. 107–123 (Exs. V–X). An independent lender described its need for a 30-day payoff and wiring information, the loss of an earlier financing opportunity, and a later approval contingent on receipt of information. Core App. 124, 132–133 (Exs. Y, AD). These are not proof of a final new contract or permanent loan approval. They are corroboration of repeated efforts to pay and a factual basis for assessing whether the failure to furnish

workable payoff figures impeded completion. See 12 C.F.R. §§ 1026.36(c)(3), 1024.35(b)(6), subject to their foreclosure/bankruptcy and request requirements.

III. CATLIOTA DECLINED THE NOTICED DEFAULT—THEN RELIED ON THE EARLIER AUCTION

Judge Catliota opened the September 14, 2020 hearing with the Notice of Default and response. Tr. 2; Core App. 17 (Ex. G). At transcript 7:1–6, he confirmed with Savage that Nationstar's request rested on POSTPETITION MONETARY DEFAULT, not the prepetition sale; Savage said yes. Core App. 22 (Ex. G). Regan responded that Applicant had cure funds; Savage put the demand at $70,985.77; Regan challenged its unexplained growth from the earlier written notice and asked for a continuance to examine the figure and financing consequences. Tr. 7–11; Core App. 22–26 (Ex. G). These objections were not collateral speculation. They concerned the precise noticed matter for which the hearing had been set.

Regan's objection anticipated the eventual judicial gap: objections to the 2018 auction could not adjudicate Nationstar's conduct under the LATER order. Tr. 13:15–25, 14:1–14; Core App. 28–29 (Ex. G). Catliota nonetheless chose an earlier-sale rationale after announcing he would 'not grant any relief from the notice of default.' Tr. 16:4–5; Core App. 31 (Ex. G). He stated that he would lift the stay even assuming the lender refused post-Order payments; he regarded those facts as irrelevant to the 2018 sale. Tr. 16:6–24, 17:19–24; Core App. 31–32 (Ex. G). Applicant squarely challenges that reasoning: the later Order imposed its own performance and forbearance requirements, and creditor interference was material to an asserted default under those requirements. The judicial error alleged is the refusal to resolve the separate controversy that had been noticed for hearing while using sale finality to authorize enforcement. Applicant acknowledges the September 16 stay-relief order was entered and operative; she contests the rationale and the later false attribution of a monetary-default finding.

That distinction became material in state court. The substitute trustees later represented that the federal stay was terminated 'upon a finding of default in payment under the consent order.' Core App. 55 (Ex. M). The certified transcript proves no such monetary-default finding was made; Catliota expressly declined relief on that notice. Core App. 31–32 (Ex. G). A stay-relief determination is distinct from resolution of underlying liability. Ritzen Grp., Inc. v. Jackson Masonry, LLC, 589 U.S. 35, 39–44 (2020). And issue preclusion requires an issue actually litigated and necessarily determined; a claim counsel says the court decided is not a substitute. Montana v. United States, 440 U.S. 147, 153–55 (1979); Bobby v. Bies, 556 U.S. 825, 834–35 (2009). The direct contrast between Exhibit G and Exhibit M is sufficient to identify the mischaracterization without first making an ultimate finding concerning counsel's intent.

Savage asserted that no payments had been made while discussing the possibility of funds being held in reserve and acknowledging the process had not been smooth. Tr. 11:15–24; Core App. 26 (Ex. G). Those statements must be examined against the written notices, receipts, suspense ledger and sworn affidavit—not accepted as conclusive despite contradictory primary records. Core App. 14–15, 37–51, 99–106 (Exs. F, I–L, U). Applicant alleges deliberate mischaracterization and unclean hands and asks that the evidence be examined. Precision Instrument Mfg. Co. v. Automotive Maint. Mach. Co., 324 U.S. 806, 814–16 (1945), recognizes the equitable significance of misconduct related to relief; Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 245–46 (1944), addresses exceptionally serious fraud on judicial process. Those decisions warrant care: evidence of an inaccurate representation does not alone conclusively establish the intentional scheme required for fraud upon the court. The relief requested here is temporary preservation pending lawful review.

THE CONTRADICTIONS MUST BE ANSWERED ON THEIR OWN TERMS. Edwards swore that Dyson told Applicant to hold payments while Nationstar addressed the processing problem and that Edwards conveyed the instruction to Savage. Core App. 37–38 (Ex. I ¶¶ 6–11). At the federal hearing,

Savage affirmed that Nationstar was proceeding on a postpetition monetary default, gave an expanded $70,985.77 figure, and discussed no payments and possible funds in reserve. Tr. 7:1–6, 8:5–7, 11:15–24; Core App. 22–26 (Ex. G). Regan objected to the unexplained increase, proffered available cure funds, sought time, and distinguished later contract performance from the earlier sale. Tr. 7–14; Core App. 22–29 (Ex. G). Judge Catliota did not decide the noticed monetary default; he expressly declined relief on it and proceeded under the earlier-sale rationale. Tr. 16:4–24, 17:19–24; Core App. 31–32 (Ex. G). The substitute trustees' later attribution of a monetary-default finding to that hearing cannot replace the certified ruling. Core App. 52–55 (Ex. M); Ritzen Group, Inc. v. Jackson Masonry, LLC, 589 U.S. 35, 39–44 (2020). Applicant asks the Court not to permit that unadjudicated accusation to stand in for the factfinding that the actual Consent Order dispute required.

IV. THE DECISIVE CONTRADICTION: POST-ORDER DEFAULT AND PAYMENTS CANNOT BE DISPOSED OF BY THE 2018 SALE

THE 2018 AUCTION DID NOT ADJUDICATE THE 2019 ORDER. Nationstar's claimed right to possession is not an answer to whether it complied with obligations it subsequently assumed. The March 4, 2019 Consent Order was entered after the August 14, 2018 auction; it imposed affirmative conditions of forbearance and specific payment-application, notice, cure, and dispute procedures. Core App. 8–13 (Ex. E). A judicial agreement is governed by its actual terms, not a litigant's preferred summary. United States v. Armour & Co., 402 U.S. 673, 681–82 (1971); United States v. ITT Continental Baking Co., 420 U.S. 223, 236–43 (1975). Nor does preclusion operate without regard to when the challenged conduct occurred: Lawlor v. National Screen Service Corp., 349 U.S. 322, 327–28 (1955), rejected treating later wrongful acts as necessarily the same cause of action; Lucky Brand Dungarees, Inc. v. Marcel Fashions Group, Inc., 590 U.S. 405, 412–15 (2020), explains the significance of materially different operative facts and later conduct. Those cases do not invalidate an

otherwise final foreclosure judgment; they expose the error in treating sale finality, standing alone, as a finding that Nationstar performed duties arising seven months afterward.

THE ORDER PROVIDED A PROCESS; APPLICANT USED IT. Paragraphs (e)–(g) required notice stating the amount and nature of an alleged default and provided a twelve-day opportunity to cure or file a specific denial identifying payments and requesting a hearing. Nationstar did issue a notice on November 15, 2019 for $24,817.17. The issue is whether the Order's dispute procedure was honored: Edwards responded on November 25 within the stated period, identifying a cashier's check for precisely $24,817.17, challenging the application and acceptance of payments, and requesting a hearing. Core App. 8–15, 39 (Exs. E, F, J). Edwards later swore that Nationstar's own foreclosure attorney Renee Dyson had told Applicant in Edwards's presence to hold payments while Dyson addressed the servicer's processing difficulty; Edwards then informed Savage, who did not instruct Applicant to resume and said he would consult the servicer. Core App. 37–38 (Ex. I). Under United States v. Peck, 102 U.S. 64, 65–66 (1880), and WSC/2005 LLC v. Trio Ventures Associates, 460 Md. 244 (2018), a party cannot profit from nonperformance its own interference caused. The creditor's asserted default must therefore be examined against its role in preventing performance, not presumed from a later assertion of arrears.

THE SERVICER MUST ACCOUNT FOR THE FUNDS IT RECEIVED AND HELD. The legal issue is not resolved by labeling funds 'reserve,' 'suspense,' or 'unapplied.' Nationstar's written responses acknowledge payment-channel restrictions and funds held in suspense while disputing error; the servicing ledger and Solomon's filed accounting identify received funds, disputed posting, and the $46,759.50 post-auction payment record. Core App. 40–51, 99–106, 139–142 (Exs. K, L, U, AE). The applicable distinctions are receipt, rejection, tender, temporary suspense, reversal, and final application. Under 12 C.F.R. § 1026.36(c)(1)(i)–(ii), qualifying periodic payments are subject to timing-of-credit rules; when retained partial payments accumulate to a full periodic payment, the

regulation directs their treatment as a periodic payment, subject to its terms and applicability. Regulation X expressly recognizes errors involving refusal to accept qualifying payments, misapplication, failure to credit, and inaccurate payoff balances. 12 C.F.R. § 1024.35(b)(1)–(3), (6). The 2021 Notice of Error specified payment dates, agent conversations, and confirmations; the servicer's response did not erase the factual contradiction. Core App. 139–142 (Ex. AE); 40–43 (Ex. K). These records require a response to the money trail, not another defense of the auction's finality.

THE FEDERAL JUDGE DID NOT DECIDE THE CLAIMED MONETARY DEFAULT. At the September 14, 2020 hearing, Judge Catliota asked whether Nationstar was proceeding on the postpetition monetary default rather than the earlier sale; Savage answered yes. Tr. 7:1–6; Core App. 22 (Ex. G). Regan proffered available cure funds, disputed Savage's increased $70,985.77 demand, sought time to review it, and explained why conduct under the later Order could not be decided by exceptions to the earlier auction. Tr. 7–14; Core App. 22–29 (Ex. G). Judge Catliota then expressly declined to grant relief on the Notice of Default and instead relied on the prior-sale/exception rationale, even assuming refusal of payment were true. Tr. 16:4–24, 17:19–24; Core App. 31–32 (Ex. G). Applicant directly challenges that judicial shift: it authorized enforcement while leaving the creditor-interference dispute unadjudicated. The substitute trustees later told the Maryland court that stay relief followed a finding of default under the Consent Order. Core App. 52–55, especially 55 (Ex. M). The certified transcript does not support that asserted finding. Ritzen Group, Inc. v. Jackson Masonry, LLC, 589 U.S. 35, 39–44 (2020), distinguishes bankruptcy stay-relief proceedings from adjudication of substantive claims; Montana v. United States, 440 U.S. 147, 153–55 (1979), requires an issue actually and necessarily decided for issue preclusion.

BANKRUPTCY DISMISSAL DID NOT RETROACTIVELY PROVE NATIONSTAR'S NOTICE. The Order separately provides that forbearance terminates on conversion, dismissal, or discharge of the Chapter 13 case. Core App. 11 (Ex. E). The October 7, 2020 dismissal, Bankruptcy

Doc. 107, was on the Chapter 13 TRUSTEE's motion concerning confirmed PLAN payments, not an adjudication validating Nationstar's November 2019 monetary Notice of Default. Core App. 131 (Ex. AC). Applicant does not ask this Court to pretend that the dismissal or September 16 stay-relief order never existed. She argues that neither retroactively proves the earlier mortgage default, excuses pre-dismissal interference, or transforms later counsel's misdescription of the bankruptcy ruling into a judicial finding. Core App. 34–36 (Ex. H); 52–55 (Ex. M). The distinction is a factual and legal one with direct consequences for the judicial process that followed.

UNCLEAN HANDS AND PAYOFF OBSTRUCTION BEAR ON WHETHER IMMEDIATE EQUITABLE ENFORCEMENT IS JUST. Savage argued that no payments were made while acknowledging the possibility that funds had been held in reserve. Tr. 11:15–24; Core App. 26 (Ex. G). Those statements must be examined alongside the servicer's acknowledgments and ledger, not insulated by the earlier auction. Core App. 40–51 (Exs. K–L). The later communications with Solomon, Kelly, Fong, and Johnson document repeated efforts to obtain workable payoff information and pursue financing; an independent lender described an expired financing opportunity while payoff figures and wiring instructions remained unavailable. Core App. 107–124 (Exs. V–Y). These exchanges are evidence of Applicant's sustained efforts to resolve the debt, not proof of a completed refinancing contract. Precision Instrument Manufacturing Co. v. Automotive Maintenance Machinery Co., 324 U.S. 806, 814–16 (1945), recognizes that misconduct related to the relief sought bears on a party's entitlement to equity; Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 245–46 (1944), addresses the exceptional gravity of fraud on a court. Applicant alleges materially misleading representations and creditor-induced default; she asks that they be examined, not that intent or fraud be deemed proved without adjudication. A writ of possession should not be executed irreversibly while the record's pivotal contradiction remains unaddressed in the federal appellate question presented.

THE CONTINUING PROCEDURAL GAP IS MATERIAL TO THE STAY, NOT AN INVITATION TO RETRY THE LOAN HERE. Magistrate Rolle stated that determining compliance with the federal Consent Order was outside the Maryland post-sale tribunal's purview, while the later state ruling described Applicant's manufactured-default contention but analyzed it under rules governing exceptions to the 2018 sale. Core App. 56–67, 132–138 (Exs. N, O, AD). The Circuit Court entered possession; the Maryland appellate court then dismissed the possession appeal for identified briefing and extract deficiencies despite the initial electronic brief and prompt attempts to correct; the Supreme Court of Maryland denied discretionary review and emergency relief. Core App. 1–7, 68–98, 143 (Exs. A–D, P–T, AF). The separate District Court ruling invoked preclusion and Rooker-Feldman in the federal servicing action; it is not itself the state judgment presented for certiorari here. Core App. 144–145 (Ex. AG). The federal question is whether the application of Maryland's appellate procedures constitutionally foreclosed a meaningful opportunity for review of this distinct post-Order controversy. The requested administrative stay preserves possession so the Court can assess that question; it does not ask the Circuit Justice to conduct an original mortgage audit or summarily find fraud.

THE TWO-FORUM CONTRADICTION IS DOCUMENTED IN RESPONDENTS' OWN FILINGS. The 2018 sale does not itself decide the March 2019 Consent Order, creditor interference, or later payment administration. The contemporaneous pleadings expose the issue respondents were asking different courts to avoid:

PROCEEDING / POSITION	ACTUAL RECORD AND EXHIBIT
Maryland foreclosure proceeding	Substitute trustees maintained that allegations concerning the later Consent Order did not establish irregularity in the 2018 auction and improperly asked the foreclosure court to adjudicate a federal bankruptcy order. Ex. AH, Core App. 146; Ex. AD, Core App. 132–138.
Federal District Court	Nationstar asserted res judicata because Consent Order and payment claims were raised or could have been raised in that foreclosure proceeding. ECF 29-1 at 14–16; Ex. AI, Core App. 148–150.
Certified federal hearing versus later representation	Nationstar's federal pleading asserted that Catliota had found a Consent Order default. ECF 29-1 at 9; Ex. AI, Core App. 147. The certified transcript instead says he would not grant relief on that default notice and authorized foreclosure on the earlier-sale rationale. Ex. G, Core App. 31–32.

A PRIOR JUDGMENT MUST BE APPLIED TO THE ISSUES IT COULD LAWFULLY RESOLVE. Lawlor v. National Screen Service Corp., 349 U.S. 322, 327–28 (1955), distinguishes subsequent wrongful conduct; Lucky Brand Dungarees, Inc. v. Marcel Fashions Group, Inc., 590 U.S. 405, 411–14 (2020), addressing defense preclusion, requires an actual comparison of operative facts. Neither case automatically defeats claim preclusion. The point is to test the scope, timing, and content of what was adjudicated, not assume identity from a shared loan or property. This record strengthens Applicant's federal due-process objection to the Maryland appellate dismissal; it does not give this Court direct appellate jurisdiction over the separate federal District Court ruling.

SECTION IV (CONTINUED) — PRESERVED OBJECTIONS AND POST-SALE PERFORMANCE

THE SEPTEMBER OBJECTIONS WERE TIMELY; THE NOVEMBER FILING REASSERTED THEM. The foreclosure magistrate recorded that Applicant filed DE 25 on September 15, 2021, challenging the creditor's refusal to accept and process payments under the March 4, 2019 Consent Order, before the October 4 ratification. Applicant filed DE 28 on November 4, repeating the same objections after the ratification had issued. The magistrate expressly acknowledged that DE 25 had not been reviewed before ratification because of a clerical and filing error. Ex. O, Core App. 64–65. Thus the post-Order performance objection was not first raised in November. The magistrate later addressed the exceptions but declined to decide Consent Order compliance: "That is a question for the bankruptcy court to resolve." Ex. O, Core App. 65–67. The adequacy of that later opportunity, given its expressly limited subject matter, matters to the preserved federal due-process question. See Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982); Armstrong v. Manzo, 380 U.S. 545 (1965). THE POST-SALE PAYOFF PATH WAS DOCUMENTED, NOT SPECULATIVE. David Fong, identified as a post-sale loss-mitigation manager, told Michelle Johnson on August 31, 2020 that confirmation from Mr. Cooper was that full payoff would permit rescission of the foreclosure sale and dismissal of the case. On September 4, Fong stated the earlier payoff figure was no longer valid and that he would seek another from the servicer. Johnson continued requesting payoff and closing documents. Ex. X, Core App. 119–123. Later Solomon–Savage and Kelly–Savage communications document continuing efforts toward payoff or financing. Exs. V–W, Core App. 107–118. These communications do not independently prove a concluded sale, reinstatement, or binding settlement; they directly rebut any suggestion that Applicant made no documented post-sale effort to resolve the obligation. CONGRESS AND THE CFPB ADDRESS PAYOFF INFORMATION AND PAYMENT HANDLING. Congress requires an accurate payoff balance following a qualifying written borrower or authorized-representative request. 15 U.S.C. § 1639g. Regulation Z, 12 C.F.R. § 1026.36(c)(3), permits a reasonable additional response period where bankruptcy or foreclosure prevents the ordinary seven-business-day response; it does not create a categorical exemption. Regulation X

identifies failure to accept qualifying payments, misapplication, untimely crediting, and inaccurate payoff balances as servicing-error categories. 12 C.F.R. § 1024.35(b)(1)–(3), (6). Applicability, the recipient and form of requests, and the actual servicer response remain factual matters; no new RESPA or TILA cause of action is asserted here. The point for this stay is that the documented post-Consent-Order money and payoff questions are legally material, and enforcement now may eliminate the practical opportunity to resolve them. Applicant seeks temporary preservation of possession while the Court considers the federal issue arising through the Maryland judgment—not a direct appeal of separate bankruptcy orders or an original trial of loan accounting.

SECTION IV (CONTINUED) — THE TIMELY CONTESTED DEFAULT AND THE RULING ACTUALLY MADE

EDWARDS INVOKED THE CONSENT ORDER DISPUTE PROCESS; CREDITOR COUNSEL HAD NOTICE.

Nationstar issued its claimed $24,817.17 monetary-default notice on November 15, 2019. On November 25, within ten calendar days, bankruptcy counsel Kasey L. Edwards filed a written response identifying an exact-amount cashier's check held by counsel, requesting clarification of payment application, recording Applicant's unsuccessful efforts to pay the servicer directly, and expressly requesting a hearing if resolution could not be reached. Edwards sought an order striking the notice. Her certificate identifies William M. Savage among the persons served. Bankruptcy Doc. 68; Ex. F, Core App. 14–15; Ex. J, Core App. 39. Possession of a cashier's check and assertion of cure are distinct from proof that the creditor negotiated and properly applied that payment. Edwards's later sworn affidavit supplies the antecedent factual dispute: after the May 6, 2019 bankruptcy hearing, Nationstar-side counsel Renee Dyson instructed Applicant, in Edwards's presence, to hold monthly payments while Dyson investigated the servicer's refusal or failure to apply payments properly. Edwards states she informed Savage after he substituted for Dyson; he undertook to speak with the servicer but did not specifically direct Applicant to resume paying. Her affidavit also records repeated continuances of the noticed default hearing. Ex. I, Core App. 37–38. The affidavit is sworn evidence of the communications, not an adjudicated finding of complete performance.

REGAN AGAIN RAISED EDWARDS'S RESPONSE AND OBJECTED TO USING THE EARLIER AUCTION AS

THE ANSWER. The hearing on Nationstar's default notice and Edwards's response occurred September 14, 2020, following several continuances. Lawrence F. Regan, Jr. recounted Edwards's November 20, 2019 communication to Savage about certified cure funds and rescission, her November 25 response, repeated refusals of tendered mortgage payments, and suspense treatment. Ex. G, Core App. 18–20. He challenged Nationstar's newly stated $70,985.77 figure, sought time to evaluate it, discussed possible refinancing, and separately identified the Chapter 13 trustee-plan-payment hearing held the preceding Friday. Ex. G, Core App. 22–26. These were distinct alleged obligations and risks. Regan expressly explained that exceptions relating to the prepetition auction address events leading up to and including the sale, not subsequent conduct under the later federal arrangement. He challenged the notion that the original auction disposed of the parties' intervening conduct and tender/refusal dispute. Ex. G, Core App. 28–29. Thus the procedural mismatch was presented to the Bankruptcy Court at the very hearing convened on Nationstar's default notice; it is not an issue first fashioned after the state ratification.

STAY RELIEF WAS NOT AN AFFIRMATIVE FINDING ON THE CONTESTED MONETARY-DEFAULT

NOTICE. At that hearing, Judge Catliota expressly stated: "I'm going to not grant any relief from the notice of default." He nevertheless granted relief from the automatic stay on the distinct ground that the earlier-sale exceptions had been denied, expressly stating that his disposition held even if he accepted the proffer that the lender refused post-order payments. Ex. G, Core App. 31–32; Ex. H, Core App. 34–36. Respondents may rely on the operative stay-relief order; they may not accurately recast the ruling as an affirmative judicial finding that the contested Consent Order monetary default was established. Compare Ex. AI, Core App. 147–150. A stay-relief proceeding is separate from merits adjudication of underlying creditor claims. Ritzen Group, Inc. v. Jackson Masonry, LLC, 589 U.S. 35 (2020).

SECTION IV (CONTINUED) — DISTINCT DISMISSAL AND THE DOCUMENTED FORUM GAP

THE CHAPTER 13 TRUSTEE-PLAN DISMISSAL IS NOT THE SERVICER'S DEFAULT ADJUDICATION.

The later October 7, 2020 Chapter 13 dismissal concerned the Chapter 13 trustee's confirmed-plan-payment proceeding. It must not be mislabeled as a factual determination of Nationstar's separate November 2019 monetary-default notice under the Consent Order. Ex. AC, Core App. 131; compare Exs. F–G, Core App. 14–33. Applicant does not contend that the Consent Order's forbearance necessarily continued notwithstanding the bankruptcy dismissal; the issue is what the distinct proceedings actually determined.

TIMELY STATE OBJECTIONS WERE OVERLOOKED, AND THE STATE TRIBUNAL DECLINED TO

RESOLVE FEDERAL-ORDER PERFORMANCE.

Applicant filed DE 25 on September 15, 2021 before the October 4 ratification; her November 4, 2021 DE 28 renewed those objections. The Foreclosure Magistrate expressly acknowledged that a clerical and filing error prevented review of DE 25 before ratification, yet treated compliance with the March 2019 Consent Order as a question for Bankruptcy Court. Ex. O, Core App. 64–67. Attorney Gerald Solomon timely excepted to that recommendation on April 7, 2022, invoking equitable defenses and submitting Edwards's sworn account, before the Circuit Court adopted the recommendation. The constitutional concern is whether the later, limited opportunity actually supplied meaningful review of the timely presented post-Order dispute. See Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982); Armstrong v. Manzo, 380 U.S. 545 (1965). Neither decision automatically overrides Maryland foreclosure rules or subsequent adverse orders.

THE DOCUMENTED REOPENING EFFORTS REINFORCE THE FORUM QUESTION, BUT HAVE THEIR

OWN ADVERSE RULINGS. The bankruptcy docket records emergency reopening and TRO requests on December 3, 2025 (Docs. 160–161), a reconsideration request and renewed emergency reopening/stay application on December 5 and 8 (Docs. 167–168), and a targeted reopening motion seeking enforcement of the court-approved Consent Order and an evidentiary hearing on December

23 (Doc. 176). Orders entered December 4 and 10 (Docs. 162–163, 170–171) directed opposition to lender conduct toward the state foreclosure/possession proceeding. Following a February 18, 2026 hearing, the court's February 20 order (Doc. 180) denied reopening on res judicata grounds by reference to the September 2020 proceeding. The later hearing transcript is not before this Court. Those orders must be acknowledged, not treated as if reopening were granted; the applicant's narrower contention is that the September 2020 transcript contradicts a characterization of an affirmative monetary-default finding.

THE RELIEF REMAINS TEMPORARY AND JURISDICTIONALLY LIMITED.

Congress permits reopening a bankruptcy case "to accord relief to the debtor, or for other cause," 11 U.S.C. § 350(b), but reopening is discretionary and this application does not seek direct review of its denial. Congress separately requires accurate payoff information upon qualifying written requests, 15 U.S.C. § 1639g; 12 C.F.R. § 1026.36(c)(3) accommodates reasonable additional time when foreclosure or bankruptcy prevents a seven-business-day response. These enactments underscore the materiality of the documented payment and payoff issues; they do not supply independent Supreme Court jurisdiction or establish a new cause of action here. Applicant seeks only preservation of possession pending consideration of the federal question presented through the Maryland judgment under 28 U.S.C. § 1257 and Supreme Court Rules 22–23.

V. THE APPELLATE DISMISSAL CREATES A DISTINCT FEDERAL DUE-PROCESS QUESTION

The Appellate Court dismissed the possession appeal on April 14, 2026, following Applicant's March 30 electronically filed nine-page informal brief; the court identified missing paper copies and an unfiled electronic record extract. Core App. 70–71 (Ex. Q). The dismissal bears an electronic stamp of 10:38 a.m.; Applicant submitted a replacement electronically at 10:52 a.m. that same day and requested reinstatement. Her filing was reviewed the following morning, and paper materials were received April 16. Core App. 72–76, 145 (Exs. R, AG). The May 12 order nevertheless denied reinstatement because the 33-page replacement exceeded informal-brief limits and did not meet formal-brief and extract rules. Core App. 3–5 (Ex. C). Applicant does not assert she fully complied. The federal question is whether the terminal procedural consequence, in the particular corrective chronology and with Maryland Rule 8-501's remediation mechanism, was constitutionally adequate to foreclose appellate review of the substantial federal objection before execution of residential possession.

The legal inquiry is whether the state's reliance on those procedural grounds was adequate and independent in this exceptional setting. Lee v. Kemna, 534 U.S. 362, 375–88 (2002), and NAACP v. Alabama ex rel. Patterson, 357 U.S. 449, 454–58 (1958), recognize that extraordinary or inconsistently applied state procedural grounds can fail to bar review of a federal claim. Becker v. Montgomery, 532 U.S. 757, 760–67 (2001), illustrates the treatment of a curable signature defect under federal appellate rules; it is an analogy, not a direct construction of Maryland filing requirements. The Court should consider the March 30 filing, April 14 attempted cure, Rule 8-501's corrective measures for defective extracts, the court's stated noncompliance findings, and the severe effect of immediate dismissal. This argument does not presume that filing defects were harmless; it asks whether the process was constitutionally sufficient under the actual facts.

Applicant presented the federal opportunity-to-be-heard claim in her May 28 petition to Maryland's highest court and renewed it in June. Core App. 77–98 (Exs. S–T). This Court's requested merits remedy would be a limited vacatur and remand, if federal jurisdiction and preservation are found, to permit constitutionally adequate consideration of the appellate procedure. The underlying post-Consent-Order evidence shows the consequential claim that was foreclosed from appellate review; it does not constitute an independent grant of Supreme Court jurisdiction over the bankruptcy rulings or loan accounting.

VI. THE STAY FACTORS FAVOR A BRIEF PRESERVATION OF POSSESSION

Hollingsworth v. Perry, 558 U.S. 183, 190 (2010), asks whether four Justices reasonably may grant review, whether a majority has a fair prospect of reversing, whether denial will likely cause irreparable harm, and, in close cases, where the equities lie. The proposed certiorari question concerns the exceptional use of state briefing and extract rules to terminate all merits review after an electronically filed brief and immediate attempted corrections. Lee v. Kemna, 534 U.S. 362, 375–88 (2002), recognizes a narrow exception where exorbitant application of an otherwise sound state rule is inadequate to bar federal review; NAACP v. Alabama ex rel. Patterson, 357 U.S. 449, 454–58 (1958), also protects properly presented federal questions from inadequate procedural grounds. Applicant does not pretend either case guarantees relief. The fair prospect rests on the particular chronology, asserted procedural disproportionality, and constitutional consequence of losing review of the preserved post-Order claim—not merely disagreement with a Maryland rule. The evidence foreclosed from merits review is substantial and specific: Doc. 44, Dyson's sworn instruction, the timely written dispute, the servicer's records, and the contradictory claimed bankruptcy finding. Core App. 8–15, 22–32, 37–55, 70–98 (Exs. E–M, Q–T).

The fair prospect of reversal concerns the exceptional procedural dismissal of the state possession appeal, not an invitation for this Court to retry the mortgage. On March 30 the state court received an

electronically filed informal brief; the April 14 dismissal was followed by a reinstatement request and corrective submission within minutes. The May 12 order refused reinstatement because the replacement filings remained noncompliant. Core App. 3–5, 70–76, 143 (Exs. C, Q–R, AF). The question is whether that unusually conclusive application of procedural requirements was an adequate state ground to extinguish review of the preserved federal due-process issue. Lee v. Kemna, 534 U.S. 362, 375–88 (2002); NAACP v. Alabama ex rel. Patterson, 357 U.S. 449, 454–58 (1958). Applicant acknowledges the state court's compliance findings; she identifies the prompt correction, preserved constitutional claim, and threatened displacement as the exceptional circumstances warranting this Court's consideration.

Applicant repeatedly sought stays in the Circuit Court and Supreme Court of Maryland; those courts denied relief, and no stay now protects possession. Core App. 1–7 (Exs. A–D). In separate proceedings, Applicant sought federal emergency protection in Smith v. Nationstar Mortgage LLC, No. 8:25-cv-02817 (D. Md.). She renewed her request for a temporary restraining order on March 6, 2026 (ECF No. 14). A March 19 conference addressed threatened possession enforcement. On October 5, 2026, the District Court denied the renewed TRO, dismissed several claims under the legal grounds discussed in its opinion, and allowed only limited amendment of one RESPA claim concerning a June 4, 2025 Notice of Error. ECF No. 59, pp. 1, 21; Core App. 144–145 (Ex. AG). Applicant contests collapsing the independent post-Consent-Order servicing dispute into a challenge to the 2018 auction. That separate federal case is not the judgment for which certiorari is sought here, and no Fourth Circuit emergency application is represented as already filed. The State stay denials and absence of protective relief elsewhere establish the need for this application under Rule 23.3.

The threatened injury cannot be remedied adequately after dispossession. Applicant resides in the family home she has maintained for years. Her son was killed in December 2023; one of his children resides with her, and a second grandchild visits. Forced removal would interrupt the stability and care

Applicant has provided after the children's loss of their father. The injury includes displacement, separation from a familiar and stable home, interruption of caregiving routines, and the practical loss of meaningful possession while review is pending. A later monetary award or appellate ruling could not fully restore those lost months of family stability. The creditor may point to carrying costs and delay; temporary preservation neither changes record title nor discharges the debt, and Applicant's documented attempts at refinancing and obtaining usable payoff instructions weigh against any suggestion that she seeks delay for its own sake. Core App. 68–69, 107–124 (Exs. P, V–Y); accompanying Declaration of Denise R. Smith, paragraphs 2–10. The public interest favors enforcing federal judicial orders according to their terms, testing materially inaccurate descriptions of judicial rulings against certified transcripts, and allowing an adequate avenue of review before irreversible residential displacement. Nken v. Holder, 556 U.S. 418, 434 (2009).

VII. SPECIFIC RELIEF REQUESTED

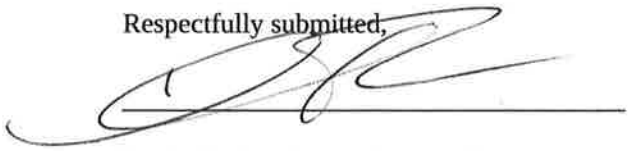
Applicant respectfully requests (1) an immediate administrative stay of execution of the July 2025 Maryland judgment and any writ of possession while this application is considered; (2) thereafter, a stay of enforcement for a reasonable time to permit the filing and disposition of a petition for certiorari under 28 U.S.C. § 2101(f) and Rule 23; and (3) narrowly tailored ancillary preservation of the present possession status. Applicant will comply with lawful protective conditions the Circuit Justice deems appropriate. This is not an original action to cancel the August 2018 sale or to calculate damages, and it does not demand a premature adjudication of a fraud claim.

If the Circuit Justice concludes a response is needed before determining the stay, Applicant respectfully requests that it be expedited and specifically address the post-auction Consent Order rather than merely restate the finality of the August 2018 auction. In particular, respondents should identify (a) the legal and factual basis for claiming a payment default after the written November 25 response and Dyson instruction (Exs. E–F, I–J); (b) the receipt, suspense, reversal, return, and

crediting treatment of the documented funds (Exs. K–L, U, AE); (c) the notice supporting the increased default figure (Exs. E–G); (d) the basis for representing that Catliota found a monetary default after he expressly declined relief on that notice (Exs. G, M); and (e) their documented responses to repeated payoff and refinance requests (Exs. V–Y). Applicant asks for an immediate administrative stay in the meantime: the need for a response should not itself permit execution of the writ before the Justice can consider these questions. This request seeks the Justice's procedural direction, not an original mortgage accounting or an evidentiary trial. In particular, any response should address the issue- and record-specific discrepancies identified in Section IV, including the independent plan-dismissal ground, the payments shown in suspense, the November 25 denial of default, and the difference between the certified ruling and the trustees' later description of it.

A court cannot answer a March 2019 obligation by repeating that an auction occurred in August 2018. The judge's transcript, the attorney's sworn account of creditor-directed withholding, the contemporaneous written objection, the funds recorded in suspense, and the later representation that the judge made a monetary-default finding he expressly declined to make present a serious issue of judicial process. United States v. Peck, 102 U.S. at 65–66; Core App. 8–15, 22–32, 37–55 (Exs. E–M). Applicant does not ask this Court to prejudge fraud or the loan balance. She asks that the legal questions be heard before loss of possession renders federal review ineffectual.

Respectfully submitted,



Denise R. Smith, Applicant, self-represented

Dated: 10/27/2026

DECLARATION FOR SIGNATURE

1. I am Denise R. Smith, the applicant seeking temporary protection from enforcement of a residential possession judgment while I pursue review in the Supreme Court of the United States. The facts in this declaration are based on my personal knowledge.

2. I reside at 917 Jennings Mill Drive in Bowie, Maryland. This is my home. For years I have maintained it and invested money, labor, and resources in its upkeep. Forced loss of possession would deprive me of the home and the use of that investment.

3. My son was killed during a robbery in Washington, D.C., in December 2023. He was the father of my two grandchildren. One grandchild lives with me; the other visits periodically. I do not represent that both grandchildren live with me. Since their father died, I have worked to provide care, continuity, and a stable home.

4. My former attorney Gerald Solomon informed Nationstar foreclosure counsel William Savage of these family circumstances in his August 5, 2024 correspondence. Those circumstances were known before this emergency application.

5. I have repeatedly attempted to resolve the amount lawfully owed and preserve the home through payments, financing, refinancing or repurchase proposals, and requests for payoff information. I do not refuse to pay an accurately stated lawful debt. My objection concerns the unresolved accounting and the obstacles to completing a workable payoff.

6. Security Trust Mortgage explained that its earlier loan application expired while the required 30-day payoff statement and wiring instructions were unavailable, and described further conditional financing. United Bank also provided a conditional financing letter. Neither letter guaranteed closing; the documents evidence my continued efforts to pay. Core App. 107–124 (Exs. V–Y).

7. I sought emergency relief in the Maryland courts. I separately requested protection in the United States District Court for the District of Maryland, including the renewed application filed March 6,

2026, discussed at a March 19 conference, and denied in October 2026. No court order currently protects my possession.

8. The Maryland court awarded possession and a writ was signed. At the time I prepared this declaration, I had not received a sheriff's notice identifying a specific scheduled execution date. I do not treat the lack of an announced date as a court-ordered stay. I understand enforcement may occur absent relief.

9. Execution of the writ would require my household to find housing, move our belongings, and disrupt the routines and family support that have been important following my son's death. One grandchild who lives with me would lose the daily stability of this home; my other grandchild would lose the familiar place where we spend time together.

10. Money awarded later would not restore uninterrupted household stability or the time lost if we are displaced before appellate review. I seek a temporary order preserving possession, not a premature determination of the mortgage balance or title.

I declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on October 2, 2026 at Bowie, Maryland

Denise R. Smith

INDEX TO CORE DOCUMENTARY APPENDIX — EXHIBITS A–AI

A	Core App. 1	Maryland Supreme Court June 23, 2026 order denying certiorari and stay
B	Core App. 2	Maryland Supreme Court September 29, 2026 denial of reconsideration
C	Core App. 3–5	Maryland Appellate Court May 12, 2026 order denying reinstatement and directing mandate
D	Core App. 6–7	Circuit Court January 2026 denial of emergency stay
E	Core App. 8–13	March 4, 2019 Consent Order, Bankruptcy Docket 44, complete
F	Core App. 14–15	November 25, 2019 Edwards response and service certificate, Bankruptcy Docket 68
G	Core App. 16–33	Certified September 14, 2020 Catliota hearing transcript, complete
H	Core App. 34–36	September 16, 2020 Bankruptcy Court stay-relief order, Docket 103
I	Core App. 37–38	April 5, 2022 sworn Kasey Edwards affidavit
J	Core App. 39	November 25, 2019 cashier's check for $24,817.17
K	Core App. 40–43	Nationstar July 2021 and June 2025 Notice-of-Error responses
L	Core App. 44–51	Nationstar historical payment/suspense ledger (selected chronological pages)

INDEX TO CORE DOCUMENTARY APPENDIX — EXHIBITS A–AI (continued)

M	Core App. 52–55	Substitute trustees' filed assertion that bankruptcy court found Consent Order default
N	Core App. 56–60	March 9, 2022 certified Rolle transcript (selected pages)
O	Core App. 61–67	March 28, 2022 Magistrate Rolle written recommendation
P	Core App. 68–69	July 2/3, 2025 judgment awarding possession
Q	Core App. 70–71	April 14, 2026 dismissal order
R	Core App. 72–76	April 14 reinstatement motion and electronic filing records
S	Core App. 77–91	May 28, 2026 state certiorari petition preserving the federal due-process question
T	Core App. 92–98	June 29, 2026 reconsideration motion, selected filed and signature pages
U	Core App. 99–106	Solomon auditor challenge and post-sale payment record, selected pages
V	Core App. 107–110	Kelly–Savage payoff communications
W	Core App. 111–118	Solomon–Savage payoff communications, selected email dates
X	Core App. 119–123	Fong–Johnson rescission / financing communications, selected

INDEX TO CORE DOCUMENTARY APPENDIX — EXHIBITS A–AI (continued)

Y	Core App. 124	Security Trust Mortgage letter on missing 30-day payoff and refinancing
Z	Core App. 125	Servicer letter announcing $243.89 reduction from mortgage-insurance removal
AA	Core App. 126–128	Amended statement of debt and 2020 annual escrow and mortgage-interest statement
AB	Core App. 129–130	2025 order rejecting motion to vacate based on fraud / standing
AC	Core App. 131	Chapter 13 trustee-plan-payment bankruptcy dismissal
AD	Core App. 132–138	Court order framing Consent Order issue as exception to earlier sale
AE	Core App. 139–142	Contemporaneous Sari Kurland notice, payment dates and confirmation details
AF	Core App. 143	Timestamped electronic receipt for immediate attempted corrective briefing
AG	Core App. 144–145	Separate federal TRO denial; partial dismissal and limited leave to amend RESPA claim
AH	Core App. 146	Trustees insisted sale exceptions cannot determine the post-auction bankruptcy Consent Order controversy
AI	Core App. 147–150	Nationstar asserted court found Consent Order default, and argued res judicata barred claims that could have been raised in foreclosure

E-FILED
Gregory Hilton, Clerk,
Supreme Court of Maryland
6/23/2026 12:05 PM

	*	IN THE
DENISE R. SMITH	*	SUPREME COURT
	*	OF MARYLAND
v.	*	Petition No. 119 September Term, 2026
BROWN, SAVAGE, BRITTO, STITELY & CALLAHAN, LLP, et al.	*	(No. 1051, Sept. Term, 2025 Appellate Court of Maryland)
	*	(Cir. Ct. No. CAEF17-36003)

ORDER

Pending before the Court are the following:

1. The Petitioner's petition for a writ of certiorari;

2. The Petitioner's "Emergency Motion to Stay Enforcement of Mandate and Writ of Possession Pending Review;" and

3. The Petitioner's "Emergency Motion/Supplement to Accept Late Filing, Accept Corrected Party-Name References, Accept Odyssey/MDEC Photographs, and Permit Supplemental Exhibits."

Upon consideration of these papers, it is this 23rd day of June 2026, by the Supreme Court of Maryland,

ORDERED that the petitioner's motions are denied; and it is further

ORDERED that the petition for writ of certiorari is denied.

/s/ Matthew J. Fader
Chief Justice

E-FILED
Gregory Hilton, Clerk,
Supreme Court of Maryland
9/29/2026 4:09 PM

Supreme Court of Maryland

Robert C. Murphy Courts of Appeal Building
361 Rowe Boulevard
Annapolis, Maryland 21401

Gregory Hilton,
Clerk

(410) 260-1500
(800) 926-2583

September 29, 2026

NOTICE OF ORDER

Denise R. Smith v. Brown, Savage, Britto, Stitely & Callahan, LLP, et al.
Petition No. 119, September Term, 2026

On September 29, 2026, the Court entered an order[1] denying the motion in this Court.

/s/ Gregory Hilton
Clerk

Copy to: All counsel of record
Any unrepresented parties
Clerk, Appellate Court of Maryland
Clerk, Circuit Court

[1] The Court's order can be viewed online at https://www.mdcourts.gov/scm/petitions.

Additional material from this filing is available in the Clerk's Office.