Application No._____

Supreme Court of the United States

Anthony Michael Branch,

Applicant,

v.

Federal National Mortgage Association,

Respondent,

Roberto Pina Cardoso,

Respondent.

APPLICATION FOR AN EXTENSION OF TIME TO FILE A PETITION FOR A WRIT OF CERTIORARI TO THE MASSACHUSETTS SUPREME JUDICIAL COURT

Rev. Anthony Michael Branch
Pro Se
ANTHONY MICHAEL BRANCH
25 Montello Street Extension
Brockton, MA 02301
Phone: (617) 755-3535
Email: tonybranch@icloud.com
Petitioner

November 13, 2024

APPLICATION FOR AN EXTENSION OF TIME

After a purported unlawful foreclosure based upon a legally deficient foreclosure notice, Petitioner Anthony Michael Branch lost title and possession of his single-family home. However, the Massachusetts Appeals Court dismissed the case as moot, ruling that the initial judgment of possession for FNMA did not allow the third-party purchaser to take possession and that the order allowing intervention was moot. The intervenor was required to initiate separate litigation against the Petitioner to obtain possession while also protecting the Petitioner's due process rights and allowing the opportunity to challenge the intervenor's title to the subject property. (Appendix A). The third-party purchaser appealed to the Massachusetts Supreme Judicial Court ("SJC"), which found the Petitioner was not entitled to possession, overruled the Massachusetts Appeals Court, and affirmed the Housing Court's grant of summary judgment granting possession to Federal National Mortgage Association ("FNMA," "Fannie Mae") and the intervention of the third-party purchaser (Roberto Pina Cardoso) who joined the case while on appeal. (Appendix B). The SJC issued its decision on July 12, 2024, and denied the Petitioner's motion for reconsideration on September 4, 2024. (Appendix C). The Courts did not address Federal constitutional arguments raised by the Petitioner.

Pursuant to Supreme Court Rules 13.5, 22, and 30, Petitioner respectfully requests a 60-day extension of time, up to and including February 2, 2025, to file a petition for a writ of certiorari to the Massachusetts Supreme Judicial Court to review that court's decision in *Fannie Mae & another* vs. *Anthony Michael Branch*, SJC-13510 (494 Mass. 343) (2024).

JURISDICTION

The jurisdiction of this Court will be invoked under 28 U.S.C. § 1257(a), and the time to file a petition for a writ of certiorari will expire without an extension on December 4, 2024. This application is timely because it has been filed more than 10 days before the date on which the time for filing the petition is to expire.

REASONS JUSTIFYING AN EXTENSION OF TIME

The petitioner is a pro-so-litigant without the financial resources to retain representation to write the writ of certiorari. The constitutional issues and procedural history of this case are complex. The most learned counsel would require an extended time to review the years of litigation up to the Massachusetts Supreme Judicial Court before filing a writ of certiorari before this Court.

Due to this complexity, I have sought pro bono counsel to no avail at the time of this filing. I do not have adequate time to prepare an effective petition for a writ of certiorari. A one-time extension of 60 days will allow me to prepare an effective petition.

CONCLUSION

Accordingly, the Petitioner respectfully requests an order be entered extending the time to file a petition for a writ of certiorari for 60 days, up to and including February 2, 2025.

Dated: November 13, 2024

Respectfully submitted,
REV. ANTHONY MICHAEL BRANCH
Pro Se & Petitioner

Rev. Anthony Michael Branch
25 Montello Street Extension
Brockton, MA 02301
Phone: 617-755-3535
Email: tonybranch@icloud.com

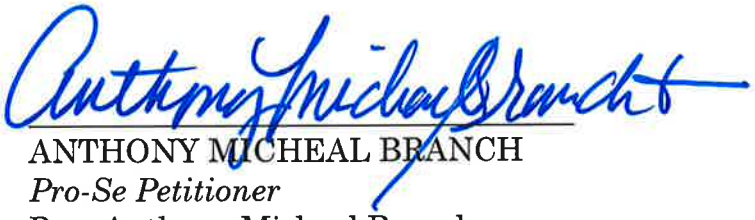
CERTIFICATE OF SERVICE

In accordance with Supreme Court Rules 22.2 and 29.3, on Wednesday, November 13, 2024, a copy of the application was served by email and U.S. mail on the counsels listed below.

Attorney for Roberto Pina Cardoso,
Karl F. Stammen, Jr, Esq.
Stammen & Associates
101 Federal Street, Suite 1900
Boston, MA 02110
Email: stammenlaw@gmail.com.

And to,

Counsel for Plaintiff, Fannie Mae a/k/a Federal National Mortgage Association,
Thomas J. Santolucito, Esq.
Harmon Law Offices, P.C.
150 California Street
Newton, MA 02458
Email: tsantolucito@harmonlaw.com.



ANTHONY MICHEAL BRANCH
Pro-Se Petitioner
Rev. Anthony Michael Branch
25 Montello Street Extension
Brockton, MA 02301
Phone: 617-755-3535
Email: tonybranch@icloud.com

APPENDIX A

COMMONWEALTH OF MASSACHUSETTS

APPEALS COURT

21-P-899

FANNIE MAE[1] & another[2]

vs.

ANTHONY MICHAEL BRANCH.

MEMORANDUM AND ORDER PURSUANT TO RULE 23.0

The defendant homeowner, Anthony Michael Branch, appeals from a final judgment entered by a Housing Court judge granting Fannie Mae, also known as Federal National Mortgage Association (FNMA), possession and dismissing the homeowner's counterclaims against FNMA.[3] We conclude that FNMA's judgment for possession is moot because it no longer has a possessory interest in the property and that the homeowner's appeal of the allowance of Roberto Pina Cardoso's motion to intervene is moot because Cardoso never obtained judgment for possession. We further conclude that, on the homeowner's counterclaims, he failed to raise a genuine issue of material fact concerning whether

[1] Also known as Federal National Mortgage Association.
[2] Roberto Pina Cardoso, intervener-appellee.
[3] FNMA was also awarded damages.

Pentagon Federal Credit Union (bank) agreed not to foreclose on the property. Accordingly, we vacate FNMA's judgment for possession as moot and remand the matter for entry of a new judgment dismissing the plaintiff's complaint and the homeowner's counterclaims.

1. Background. In April 2009, the homeowner obtained a mortgage loan from the bank in the amount of $103,050 on a home in Brockton (the property). In mid-2012, the homeowner defaulted. Between February 2013 and June 2014, the bank sent the homeowner three separate notices informing him that he was in default and had a right to cure the default.[4] After the homeowner failed to cure the default, the bank proceeded to schedule a foreclosure sale.

On January 7, 2016, the homeowner filed for bankruptcy under Chapter 7 of the Federal Bankruptcy Code, causing the bank to cancel its already scheduled foreclosure sale. In May 2016, the bankruptcy trustee agreed to abandon the property so that the homeowner could sell it to avoid foreclosure. When the homeowner failed promptly to retain a broker to sell or list the property (apparently because of a pending divorce), the bank sent the homeowner a letter notifying him of the bank's intent to foreclose by sale on September 14, 2016.

[4] The parties dispute whether these notices complied with the mortgage and State law requirements.

On September 2, 2016, the homeowner requested that the bank postpone the scheduled foreclosure sale so that he could attempt to sell the property. The bank denied the request because it "came in less than 15 days prior to the scheduled sale date." A week before the scheduled foreclosure sale, the homeowner informed the bank that he had received an offer to purchase the property for $150,000. The bank, however, quickly rejected the offer because it was "less than the payoff amount required to release the lien." At the foreclosure sale, the bank was the highest bidder and purchased the property for $155,918.59.

On October 12, 2016, the bank assigned its bid to FNMA. On June 5, 2017, FNMA served the homeowner with a summary process summons and complaint. The homeowner answered raising several counterclaims. On November 24, 2017, FNMA moved for partial summary judgment on its claim for possession and on the homeowner's counterclaims. In response, the homeowner filed an opposition and a supporting affidavit, as well as an affidavit requesting additional discovery pursuant to Mass. R. Civ. P. 56 (f), 365 Mass. 824 (1974). After a judge (first judge) denied the homeowner's request to reopen discovery on the basis that it was untimely, the judge granted FNMA's motion for partial summary judgment on its claim for possession and dismissed the homeowner's counterclaims. The homeowner filed a

timely notice of appeal both at this point and after final judgment entered.

After final judgment entered, Cardoso purchased the property from FNMA. Shortly thereafter, he filed a summary process complaint.

On September 21, 2020, a panel of this court granted Cardoso leave to file a motion to intervene or to be substituted as the plaintiff in the underlying summary process action. On November 3, 2020, Cardoso filed a motion requesting that he be allowed "to intervene as a party Plaintiff in this action, substitute him as Plaintiff on the claim for possession, permitting him to proceed as Plaintiff in this matter going forward." That same day, he also filed a motion requesting use and occupancy payments during the pendency of the appeal.

While these motions were pending in the Housing Court and before there was any determination as to who had a superior possessory interest in the property as between Cardoso and the homeowner, Cardoso moved to dismiss his summary process complaint. A second judge allowed the motion, dismissed the complaint without prejudice, and transferred the homeowner's counterclaims to the civil docket.

On April 21, 2021, the same second judge allowed Cardoso to "be joined as a plaintiff in this case" (emphasis added). The judge did not substitute Cardoso for FNMA or amend the judgment

to award Cardoso possession. Rather, the judge specifically stated that the homeowner "would not be precluded from challenging the validity of the Plaintiff's title by foreclosure and consequently, Cardoso's subsequent title by conveyance from the Plaintiff." The judge further ordered the homeowner to make use and occupancy payments to Cardoso. The homeowner's appeal of the judgment granting FNMA possession and dismissing his counterclaims and his appeal of the order allowing Cardoso to intervene are now before us.

2. Mootness. "It is a 'general rule that courts decide only actual controversies . . . and normally do not decide moot cases.'" Branch v. Commonwealth Employment Relations Bd., 481 Mass. 810, 816 (2019), cert. denied, 140 S. Ct. 858 (2020), quoting Boston Herald, Inc. v. Superior Court Dep't of the Trial Court, 421 Mass. 502, 504 (1995). Litigation is moot "where a court can order 'no further effective relief.'" Troila v. Department of Correction, 490 Mass. 1013, 1014 (2022), quoting Lynn v. Murrell, 489 Mass. 579, 582 (2022). "[W]here a case becomes moot on appeal, we vacate the [judgment] appealed from with a notation that the decision is not on the merits, and remand the case to the [lower court] with directions to dismiss the [complaint]." Aquacultural Research Corp. v. Austin, 88 Mass. App. Ct. 631, 634-635 (2015), quoting Building Comm'r of

Cambridge v. Building Code Appeals Bd., 34 Mass. App. Ct. 696, 700 (1993).

a. FNMA's judgment for possession. The homeowner argues that the first judge erred in allowing FNMA's motion for partial summary judgment on its claim for possession because there was a genuine dispute of material fact as to whether it was entitled to the property. On appeal, the homeowner seeks to reverse, whereas Cardoso seeks to affirm, FNMA's judgment for possession.

Here, "the application of the mootness doctrine is warranted" because FNMA no longer has any possessory interest in the property.[5] Robinson v. Contributory Retirement Appeal Bd., 62 Mass. App. Ct. 935, 936 (2005) (plaintiff's claim for medical eligibility was moot because "even if [the plaintiff] could prove the essential elements of a [G. L. c. 32,] § 7 [1] claim, he would not be entitled to collect the benefits"). After the final judgment for possession, FNMA transferred the property to Cardoso. See Federal Nat'l Mtge. Ass'n v. Rego, 474 Mass. 329, 330 (2016) ("judge allowed Fannie Mae's motion for summary judgment 'as to possession only'"). Given that FNMA no longer has a superior possessory interest to the homeowner, FNMA's judgment for possession is moot. See Gutierrez v. Board of

[5] Both before us and the Housing Court, FNMA expressed its intent to abandon the monetary judgment for use and occupancy and the judgment for possession.

Managers of Flagship Wharf Condominium, 100 Mass. App. Ct. 678, 689 (2022) (vacating judgment in part "not on the merits, but because the claims therein have become moot").

b. Motion to intervene. Given that Cardoso failed to obtain judgment for possession, the appeal of the allowance of his motion to intervene is moot. Cf. Reilly v. Hopedale, 102 Mass. App. Ct. 367, 382-383 (2023) ("[plaintiffs'] motion to intervene was not moot [where they] . . . sought to intervene in the Land Court suit to effectuate the Superior Court judgment"). The second judge implicitly denied Cardoso's request to be substituted as the plaintiff in the summary process action and rather merely added him as a plaintiff, specifically reserving the right of the homeowner to challenge the validity of Cardoso's title. As the judgment of possession for FNMA does not allow Cardoso to take possession and, in any event, is being vacated and dismissed, it no longer matters whether Cardoso was properly allowed to intervene.[6] Accordingly, the appeal of the order allowing intervention is moot.

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[6] We acknowledge that the intervention also allowed Cardoso to obtain use and occupancy payments while this appeal was pending. Those orders, however, were affirmed by a single justice of this court and are not before us. Those use and occupancy payments will cease with the end of this appeal. We recognize that, under certain circumstances, a judge may order use and occupancy payments during the pendency of a summary process action. See Davis v. Comerford, 483 Mass. 164, 177-178 (2019). Any such request for use and occupancy payments, however, will be made in a new summary process action initiated by Cardoso and will not

3. Dismissal of the homeowner's counterclaims. a. Standard of review. "We review a grant of summary judgment de novo to determine whether, viewing the evidence in the light most favorable to the nonmoving party, all material facts have been established and the moving party is entitled to a judgment as a matter of law." LaRace v. Wells Fargo Bank, N.A., 99 Mass. App. Ct. 316, 321 (2021), quoting Pinti v. Emigrant Mtge. Co., 472 Mass. 226, 231 (2015). "In deciding a motion for summary judgment the court may consider the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits." Bank of N.Y. Mellon v. Morin, 96 Mass. App. Ct. 503, 506 (2019), quoting Niles v. Huntington Controls, Inc., 92 Mass. App. Ct. 15, 18 (2017).

In his opposition to FNMA's motion for partial summary judgment the homeowner raised two different counterclaims, under the theories of promissory estoppel and negligent misrepresentation, based on the bank's alleged agreement to allow the homeowner to sell the property to avoid foreclosure.[7]

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be impacted by the propriety of the intervention order in FNMA's action.

[7] In his answer, the homeowner counterclaimed that FNMA brought the summary process action to retaliate against him for complaining of deceptive and unfair business practices during the collection and foreclosure process and that FNMA's rejection of the third-party offer to purchase the property violated G. L. c. 244, § 35C. Because he failed to raise these counterclaims in his opposition to FNMA's motion for partial summary judgment, these claims are waived. See Weiner v. Commerce Ins. Co., 78

The bank provided an affidavit stating that "[the homeowner] and his counsel agreed to immediately sell the property to avoid foreclosure." The homeowner attested that his attorney advised him that he could sell the property "once the judgment nisi was handed down" and that he "did not get [his] divorce Judgment until July 2016." The homeowner, however, provided no evidence that the bank agreed to wait later than September 2016 to foreclose on the property or that it agreed to accept "less than the full payoff" on the mortgage. See Abdulky v. Lubin & Meyer, P.C., 102 Mass. App. Ct. 441, 451 (2023), quoting Mass. R. Civ. P. 56 (e) (in opposing motion for summary judgment, "'an adverse party may not rest upon the mere allegations or denials of his pleading'; instead, the adverse party must -- 'by affidavits or as otherwise provided' under rule 56 -- 'set forth specific facts showing that there is a genuine issue for trial'"). Accordingly, the counterclaims were properly dismissed on summary judgment.[8]

Mass. App. Ct. 563, 568 (2011) (issues not raised in trial court are waived). Additionally, the homeowner's counterclaims based on G. L. c. 93A violations, although raised in his opposition, were not briefed. Accordingly, these claims are not before us. See Malden Police Patrolman's Ass'n v. Malden, 92 Mass. App. Ct. 53, 62 n.11 (2017).

[8] The homeowner also claims that he was entitled to additional discovery pursuant to Mass. R. Civ. P. 56 (f). See Caira v. Zurich Am. Ins. Co., 91 Mass. App. Ct. 374, 384 (2017) ("Rule 56 [f] . . . permits a judge to grant a continuance where a nonmoving party needs to conduct discovery or to take depositions for the purpose of presenting facts in opposition to

4. Conclusion. So much of the final judgment as grants FNMA possession and damages is vacated, not on the merits but because it is moot, and the matter is remanded to the Housing Court for entry of a judgment dismissing FNMA's complaint. So much of the final judgment as dismisses the defendant's counterclaims is affirmed. The appeal of the allowance of the motion to intervene is dismissed as moot.

So ordered.

By the Court (Ditkoff, Hand & D'Angelo, JJ.[9]),

Joseph F. Stanton

Clerk

Entered: May 23, 2023.

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the summary judgment motion"); Coastal Orthopaedic Inst., P.C. v. Bongiorno, 61 Mass. App. Ct. 55, 61 n.8 (2004) (party can request continuance for additional discovery by "fil[ing] an affidavit as required by Mass. R. Civ. P. 56 [f]"). The homeowner's affidavit was based on the proposition that FNMA's discovery responses were incomplete. The homeowner, however, does not provide any argument as to why the first judge abused his discretion in determining that it was too late to raise this issue in his opposition to the motion for summary judgment, rather than in a motion to compel at the time that the homeowner received the allegedly incomplete discovery responses. See Alphas Co. v. Kilduff, 72 Mass. App. Ct. 104, 107 (2008) (request for additional discovery reviewed for abuse of discretion).

[9] The panelists are listed in order of seniority.

APPENDIX B

COMMONWEALTH OF MASSACHUSETTS

SUPREME JUDICIAL COURT FOR THE COMMONWEALTH

At Boston, July 12, 2024

No. SJC–13510

FANNIE MAE & another vs. ANTHONY MICHAEL BRANCH.

pending in the Housing Court Department of the Trial Court, Metro South Housing Court Docket No. 18H82SP00281

ORDERED, that the following entry be made in the docket; viz., –

> The order allowing Cardoso's intervention and joining him as a plaintiff in Fannie Mae's original claim is affirmed. Entry of summary judgment as to Fannie Mae's claim for possession is affirmed, as is entry of summary judgment dismissing Branch's counterclaims against Fannie Mae.

By the Court,

Maura Doyle

Acting Clerk, Supreme Judicial Court for the Commonwealth

Dated: July 12, 2024

See opinion on file.

FANNIE MAE[1] & another[2] *vs.* ANTHONY MICHAEL BRANCH.

Plymouth. March 6, 2024. - July 12, 2024.

Present: BUDD, C.J., GAZIANO, KAFKER, WENDLANDT, & DEWAR, JJ.

Summary Process, Appeal. *Practice, Civil*, Summary process, Moot case, Intervention, Substitution, Counterclaim and cross-claim, Summary judgment. *Mortgage*, Real estate, Foreclosure, Validity. *Notice*, Foreclosure of mortgage.

In a postforeclosure summary process action, the judgment of possession in favor of the plaintiff was not rendered moot due to the transfer of the property, during the pendency of the defendant's appeal, from the plaintiff to a third party who intervened in the action, where an actual controversy remained, in that there was an active dispute over the intervener's claimed rights to possession and use and occupancy payments, which were derivative of the plaintiff's; and where the intervener thus retained an ongoing personal stake in such litigation. [347-349]

In a postforeclosure summary process action, the Housing Court judge properly allowed a motion to intervene as of right, pursuant to Mass. R. Civ. P. 24 (a), filed by a third party to whom the plaintiff sold the subject property during the pendency of the defendant's appeal from the judgment of possession in favor of the plaintiff [350-351]; further, the judge was well within his broad discretion in ordering the intervener to be joined as a plaintiff in the possession claim, pursuant to Mass. R. Civ. P. 25 (c), while the original plaintiff remained in the litigation as a defendant to counterclaims [351-352].

In a postforeclosure summary process action, the Housing Court judge properly entered summary judgment in favor of the plaintiff on its claim for possession, where the holding in *Pinti* v. *Emigrant Mtge. Co.*, 472 Mass. 226 (2015), i.e., that a foreclosure by statutory power of sale is invalid unless the notice of default strictly complies with paragraph 22 of the standard mortgage, did not apply to the notices in question, and no unfairness arising from the notices justified relief from foreclosure [352-354]; and where the loan servicer, as the authorized agent of the note holder, had authority to foreclose [354-355]; further, the judge properly dismissed counterclaims premised on alleged promises in support of which the defendant provided no evidence [355].

SUMMARY PROCESS. Complaint filed in the Southeast Division of the Housing Court Department on June 12, 2017.

[1]Also known as Federal National Mortgage Association.

[2]Roberto Pina Cardoso, intervener.

The case was heard by *Wilbur P. Edwards, Jr.*, J., on a motion for summary judgment; and after transfer to the Metro South Division of the Housing Court Department, a motion to intervene, substitute a party, and amend the judgment was heard by *Neil K. Sherring*, J.

After review by the Appeals Court, 102 Mass. App. Ct. 1121 (2023), the Supreme Judicial Court granted leave to obtain further appellate review.

Anthony Michael Branch, pro se.

Karl F. Stammen, Jr., for the intervener.

Thomas J. Santolucito for the plaintiff.

Grace C. Ross, pro se, amicus curiae, submitted a brief.

KAFKER, J. After being assigned the high bid at the 2016 foreclosure sale of Anthony Michael Branch's property in Brockton, the Federal National Mortgage Association, better known as Fannie Mae, commenced a summary process action against Branch in the Housing Court. Judgment for possession entered in Fannie Mae's favor, and Branch appealed. In December of 2018, during the pendency of the appeal, Fannie Mae sold the property to a third party, Roberto Pina Cardoso. Over the next four years, while Branch remained in possession of the property, Cardoso would successfully intervene and be joined as a party as of right with Fannie Mae and be awarded use and occupancy payments. In an unpublished May 2023 decision, however, a panel of the Appeals Court vacated the Housing Court's judgment of possession as moot, reasoning that after the sale to Cardoso, Fannie Mae's possessory interest was no longer superior to Branch's. The panel likewise declared moot Branch's appeal from the order allowing Cardoso to intervene but affirmed dismissal of Branch's counterclaims. See *Fannie Mae* v. *Branch*, 102 Mass. App. Ct. 1121 (2023) (memorandum and order pursuant to rule 23.0). The Appeals Court decision thereby required Cardoso to reestablish a right to possession and use and occupancy payments in a new and separate case in the Housing Court. We granted further appellate review.

We disagree with the Appeals Court's determinations of mootness. Because it is undisputed that Fannie Mae transferred its entire interest in the property — including any possessory interest — to Cardoso after foreclosure, we conclude that he maintains a live stake in adjudication of the judgment for possession. We therefore affirm the order allowing Cardoso to intervene and, reaching the summary judgment issues that the Appeals Court did not, affirm entry of judgment for possession in favor of Fannie Mae. We likewise affirm the dismissal of Branch's coun-

terclaims.[3]

Background. In 2009, Branch purchased the subject property using a loan from Pentagon Federal Credit Union (Pentagon), secured by a mortgage on the property. On February 28, 2013, Pentagon mailed Branch a notice informing him that his loan was in default.[4] Further notices followed on June 12, 2013, and June 30, 2014. Branch was unsuccessful in negotiating a loan modification, and when he did not cure the default, Pentagon elected to move forward with foreclosure. A foreclosure sale was scheduled but was subsequently canceled after Branch filed for bankruptcy in January 2016. Bankruptcy proceedings were terminated in June of 2016.

In August 2016, Pentagon gave notice of an impending foreclosure sale, both by mailed notice to Branch and publication in a local newspaper.[5] The sale was held on September 14, 2016. Pentagon was the high bidder and assigned its bid to Fannie Mae. On November 15, 2016, a foreclosure deed granting the property to Fannie Mae was recorded with the Plymouth County registry of deeds.[6]

On April 6, 2017, Fannie Mae served Branch with a fourteen-day notice to quit, followed on June 5, 2017, by a summary process summons and complaint, which sought both possession and use and occupancy payments. A trial date was set for June 28.

On June 19, 2017, Branch timely filed his answer and brought a number of counterclaims.[7] He also requested discovery, and the trial date was continued. In November 2017, Fannie Mae moved for partial summary judgment on its claim for possession and on Branch's counterclaims.[8] On March 21, 2018, the motion judge ruled in Fannie Mae's favor on all issues, entering a judgment for possession and dismissing Branch's counterclaims. Branch appealed. Shortly thereafter, Branch was also ordered to pay $1,800

[3]We acknowledge the amicus brief submitted by Grace C. Ross.

[4]The earliest missed payment in the record is June 1, 2012. Branch does not dispute that he was in default.

[5]Prior to the foreclosure sale, Branch attempted to work out a sale of the property on his own; he notified Pentagon of at least one offer, but it was rejected as too low.

[6]Various affidavits concerning the mortgage, foreclosure, and sale were also recorded.

[7]The counterclaims were based on promissory estoppel, negligent misrepresentation, violations of G. L. c. 93A, and violations of G. L. c. 244, § 35C.

[8]Fannie Mae did not move for summary judgment on its claim for use and occupancy payments.

per month to Fannie Mae for use and occupancy. Branch appealed from that order; that appeal took over four years to resolve.[9] See generally *Branch* v. *Federal Nat'l Mtge. Ass'n*, 491 Mass. 1009, 1009-1011 (2022).

On December 10, 2018, during the pendency of Branch's appeals, Fannie Mae sold the subject property to Cardoso, transferring "all the estate, right, title interest, lien equity and claim whatsoever" to Cardoso via quitclaim deed. See G. L. c. 183, § 17 (listing applicable quitclaim covenants). Cardoso filed a summary process complaint against Branch and successfully moved to intervene in the existing Appeals Court case.

In September 2020, a panel of the Appeals Court held that the dispute over use and occupancy payments owed to Fannie Mae was moot, as Fannie Mae no longer sought those payments after selling the property to Cardoso. The panel did, however, remand the case to the Housing Court and "grant Cardoso leave to file, and the Housing Court leave to consider, a motion to intervene or to substitute Cardoso as the plaintiff in the summary process action."

Cardoso thereafter filed such a motion on November 3, 2020. Branch opposed. The motion judge concluded that Cardoso "should be allowed to intervene as a party as of right," and "be joined with [Fannie Mae]." The successful intervention and joinder prompted Cardoso to voluntarily dismiss his own, seemingly duplicative, summary process action.[10] He also obtained an order for use and occupancy payments from Branch, and successfully defended that order on appeal.[11]

On April 14, 2023, over five years after initial entry of the judgment for possession, oral argument on Branch's appeal from that judgment was held before a panel of the Appeals Court. At argument, the panel sua sponte raised the question of mootness, and indeed, in its unpublished decision of May 23, 2023, the panel would rely on mootness to dispose of most of the issues

[9]He initially saw some success: a single justice of the Appeals Court reduced his payment to $500 per month.

[10]When Cardoso first commenced his action he was apparently unaware of the existing summary process action. Branch's answer to Cardoso's complaint requested dismissal on the grounds that "the issues are the same" as in the other action.

[11]In 2022, we affirmed an order of the single justice denying Branch's petition for relief from his obligation to make use and occupancy payments to Cardoso. *Branch*, 491 Mass. at 1011.

before it. The panel first vacated the judgment for possession, reasoning that it was moot "because [Fannie Mae] no longer has any possessory interest in the property." This decision, in the panel's view, obviated the need to consider Branch's foreclosure-related defenses and rendered moot the appeal from Cardoso's motion to intervene. The panel did, however, uphold dismissal of Branch's counterclaims. Cardoso's motion for reconsideration of the determinations of mootness was summarily denied. We subsequently granted Cardoso's application for further appellate review.

Discussion. 1. *Mootness.* We begin with the threshold question of mootness. The principle that courts do not decide moot cases "lies at the foundation of the common law." *Sullivan* v. *Secretary of the Commonwealth*, 233 Mass. 543, 546 (1919). A case becomes moot when "no actual controversy remains, or the party claiming to be aggrieved 'ceases to have a personal stake in its outcome.' " *DiMasi* v. *Secretary of the Commonwealth*, 491 Mass. 186, 190 (2023), quoting *Seney* v. *Morhy*, 467 Mass. 58, 61 (2014). In such cases, "a ruling . . . would offer no additional relief and would not alter [any] party's legal position." *Lynn* v. *Murrell*, 489 Mass. 579, 583 (2022). We hew to this rule for several important reasons: "because (a) only factually concrete disputes are capable of resolution through the adversary process, (b) it is feared that the parties will not adequately represent positions in which they no longer have a personal stake, (c) the adjudication of hypothetical disputes would encroach on the legislative domain, and (d) judicial economy requires that insubstantial controversies not be litigated."[12] *Wolf* v. *Commissioner of Pub. Welfare*, 367 Mass. 293, 298 (1975).

Scrutinizing the case before us, we conclude that the appeal is not moot. There remains an actual controversy, and a party claiming to be aggrieved retains a personal stake in the outcome of this case. In the Housing Court and on appeal, Branch's principal challenge to the claim for possession and to the use and occupancy payments has been attacking the validity of the foreclosure and, therefore, the validity of Fannie Mae's acquisition of a unified title to the property. See *Eaton* v. *Federal Nat'l Mtge. Ass'n*, 462 Mass.

[12]However, "mootness differs from other doctrines of justiciability in that it is a factor affecting [the court's] discretion, not its power, to decide a case" (quotations and citation omitted). *Murrell*, 489 Mass at 583. We may exercise that discretion to decide moot issues in certain circumstances. See *id.* at 583-584, citing *Ott* v. *Boston Edison Co.*, 413 Mass. 680, 683 (1992).

569, 575-576 (2012) (foreclosure extinguishes mortgagor's equitable right of redemption, reuniting equitable and legal titles in mortgagee). This necessarily implicates Cardoso's own right to possession. It is undisputed that Fannie Mae transferred its entire interest in the property — including any possessory interest — to Cardoso after foreclosure, and Cardoso has been allowed to intervene as a party as a matter of right and joined as a party with Fannie Mae. Cardoso's rights to possession and use and occupancy are thus derivative of Fannie Mae's, and although Fannie Mae's stake in the case has diminished, Cardoso's has not. See *Matter of a R.I. Select Comm'n Subpoena*, 415 Mass. 890, 894 (1993) (question of defunct commission's right to certain documents was not moot where commission's successor was properly added as party and successor was "entitled to all the documents that the commission was entitled to receive"). Cf. *Pelullo* v. *Croft*, 86 Mass. App. Ct. 908, 910 (2014) (case not moot where, during pendency of appeal, subject property sold and merged with adjacent parcels but legal issue would still affect resulting parcel).

The case then is not moot simply due to the transfer of the property from Fannie Mae to Cardoso, and the Appeals Court's decision to vacate Fannie Mae's judgment for possession on that basis ignored Cardoso's claimed rights to possession and ongoing use and occupancy payments.[13] It is plain that there is an active dispute over those rights, despite the transfer of the property from Fannie Mae to Cardoso, and Cardoso retains an ongoing personal stake in such litigation. See *Martin* v. *F.S. Payne Co.*, 409 Mass. 753, 758 (1991) (case not moot where parties retain stake in fee dispute, notwithstanding sale of defendant company and plaintiffs' attempts to disclaim any interest in adjudication). See also *Mullholland* v. *State Racing Comm'n*, 295 Mass. 286, 289 (1936) (case moot where "a decision by the court will not be applicable to existing rights"); *Sullivan*, 233 Mass. at 546 (case moot where "[i]t can have no practical result"); *Robinson* v. *Contributory Retirement Appeal Bd.*, 62 Mass. App. Ct. 935, 937 (2005) (case moot where plaintiff's supposed stake based on mere "supposition about . . . an unlikely event occur[ing] on some future date"). For these reasons, we conclude that this case is not moot.

We acknowledge that this case is different from the prototypical summary process proceeding, in which the same party obtains

[13]The Appeals Court decision recognized that, as a consequence of its ruling, Cardoso would be required to reestablish his rights via "a new summary process action initiated by [him]."

judgment and then seeks execution in short order. But we do not view this difference as meaningful to a mootness analysis, as Cardoso stands in Fannie Mae's shoes and has been properly joined as a party. See discussion *infra*.[14]

In sum, this case remains an " 'actual controversy,' that is, 'a real dispute . . . where the circumstances . . . indicate that, unless a determination is had, subsequent litigation as to the identical subject matter will ensue.' " *Boston Herald, Inc.* v. *Superior Court Dep't of the Trial Court*, 421 Mass. 502, 504 (1995), quoting *Boston* v. *Keene Corp.*, 406 Mass. 301, 304 (1989). It is therefore not moot, and accordingly, we turn to the remaining issues.

2. *Motion to intervene and substitute.* In the Housing Court, Cardoso filed a "Motion to Intervene, Substitute and Amend Judgment" in which he sought both to intervene and be substituted as a plaintiff "on the claim for possession, permitting him to proceed as [p]laintiff in all respects in this action." In ruling on the motion, the Housing Court judge concluded that, pursuant to Mass. R. Civ. P. 24 (a) and (b), 365 Mass. 769 (1974), Cardoso "should be allowed to intervene as a party as of right," and that, pursuant to Mass. R. Civ. P. 25 (c), 365 Mass. 771 (1974), "because [Fannie Mae's] interest in the premises has been transferred to him, [Cardoso] should be joined with [Fannie Mae]."[15]

As a consequence of its view that the judgment for possession was moot, the Appeals Court declared that the appeal from the allowance of Cardoso's motion to intervene was also moot. Because of our determination that the judgment is not moot, we now review that motion's merits.[16]

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[14]Our decision today is buttressed by the fact that this case implicates none of the identified hazards of deciding moot cases. See *Wolf*, 367 Mass. at 298. The material facts are concrete and undisputed. Cardoso is a party to the case, having successfully intervened in the appeal and in the Housing Court, and was joined with Fannie Mae as a party. He and Branch maintain live interests in the outcome and have vigorously litigated those interests. A ruling in this specific case will not impinge on legislative power. And reaching this decision will not be a waste of judicial resources — indeed, the opposite is likely true, as it obviates the need for Cardoso to pursue a new and identical summary process case.

[15]The judge's memorandum and order did not address Cardoso's request to amend the judgment, referring to the motion only as a "motion to intervene and be joined as a Plaintiff."

[16]Appellate review of a rule 24 (a) decision is de novo, although the decision may depend on a motion judge's subsidiary findings of fact, which are entitled

a. *Intervention.* Rule 24 of the Massachusetts Rules of Civil Procedure provides multiple avenues by a which a nonparty may move to intervene in an existing action. Rule 24 (a) mandates that such requests for intervention, if timely, "shall" be allowed as of right either when authorized by statute or

> "when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties."

In contrast, rule 24 (b) permits, but does not require, intervention when a nonparty shows a conditional statutory right to do so or "when an applicant's claim or defense and the main action have a question of law or fact in common," subject to the court's consideration of "whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties." *Id.*

The motion judge determined that Cardoso must be permitted to intervene as of right pursuant to rule 24 (a). We agree. As present owner of the property, Cardoso undeniably has "an interest relating to the property or transaction which is the subject of the action." The soundness of his title hinges on whether Branch's interest was properly extinguished by foreclosure, which is the issue at the heart of the case; a disposition in Branch's favor "may as a practical matter impair or impede [Cardoso's] ability to protect [his] interest." *Id.* And after selling the property to Cardoso, Fannie Mae has refused to take any position in defense of its judgment for possession — it certainly cannot "adequately" represent Cardoso's interest.

Finally, we note that rule 24 (a) also requires that a motion to intervene be "timely." After judgment, this means that a party seeking to intervene "must establish a compelling interest in the litigation and must justify its failure to intervene at an earlier stage of the action." *Cruz Mgt. Co.* v. *Thomas*, 417 Mass. 782, 785 (1994). Cardoso meets both criteria, given that his compelling interest as owner of the property did not arise until Fannie

to deference. Rule 24 (b) and rule 25 decisions are reviewed for an abuse of discretion. See *Reilly* v. *Hopedale*, 102 Mass. App. Ct. 367, 384 (2023); *Bay Colony Constr. Co.* v. *Norwell*, 5 Mass. App. Ct. 801, 801 (1977). Here, the material facts regarding the transfer of the property are undisputed.

Mae's postjudgment sale to him. See *McDonnell* v. *Quirk*, 22 Mass. App. Ct. 126, 132-134 (1986) (in action challenging seller's title, buyer of land entitled to postjudgment intervention after seller abandoned defense). As Cardoso met all of rule 24 (a)'s requirements, the motion judge properly granted his request to intervene.[17]

b. *Substitution*. The decision to allow Cardoso to intervene was paired with a decision ordering that he be joined as a plaintiff to Fannie Mae's claims. Pursuant to Mass. R. Civ. P. 25 (titled "Substitution of parties") part (c) (titled "Transfer of interest"): "In case of any transfer of interest, the action may be continued by or against the original party, unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." The rule thus provides procedural options for the sake of convenience; "[a]n order of joinder [under rule 25(c)] is merely a discretionary determination by the trial court that the transferee's presence would facilitate the conduct of the litigation." *Styller* v. *Zoning Bd. of Appeals of Lynnfield*, 487 Mass. 588, 594 (2021), quoting 7C C.A. Wright, A.R. Miller, & M.K. Kane, Federal Practice and Procedure § 1958 (3d ed. 2021) (discussing Fed. R. Civ. P. 25[c], which is substantially identical to Mass. R. Civ. P. 25 [c]). A decision under rule 25 (c) does not alter the substantive rights of the parties. See *Styller, supra* at 594-595, citing *Citibank* v. *Grupo Cupey, Inc.*, 382 F.3d 29, 32-33 (1st Cir. 2004). See also *Shapiro* v. *McCarthy*, 279 Mass. 425, 429-430 (1932) ("cause of action exists in legal contemplation apart from those persons who may be parties to it").

Cardoso's intervention goes hand in hand with his rule 25 joinder; it would make little sense to allow the former but not the latter in the circumstances of this case. As for the judge's decision to order that Cardoso be joined with, rather than substituted for, Fannie Mae as a plaintiff, the presence of Branch's counterclaims seemingly compelled that choice. Those counterclaims are premised on allegedly tortious acts undertaken by Fannie Mae, not Cardoso, and unlike Fannie Mae's claim for possession, they are unaffected by the sale of the subject property. Thus, the classic substitution scenario — complete replacement of Fannie Mae by

[17]The motion judge separately concluded that Cardoso should be permitted to intervene under rule 24 (b). Although we need not reach that question, on the record before us it appears unlikely that the judge's decision constituted an abuse of discretion.

Cardoso — was not a viable option. Ordering Cardoso to be joined as a plaintiff in the possession claim while Fannie Mae remained in the litigation as defendant to Branch's counterclaims was well within the judge's broad discretion.

3. *Summary judgment on Fannie Mae's claims.* We turn next to an issue the Appeals Court did not reach, the propriety of entering summary judgment in favor of Fannie Mae on its claim for possession. "We review a grant of summary judgment de novo to determine whether, viewing the evidence in the light most favorable to the nonmoving party, all material facts have been established and the moving party is entitled to a judgment as a matter of law" (quotation and citation omitted). *Pinti* v. *Emigrant Mtge. Co.*, 472 Mass. 226, 231 (2015).

Without a valid foreclosure, Fannie Mae (and Cardoso) cannot prove the superior possessory interest supporting the judgment for possession. Branch thus offers two categories of arguments attacking the validity of the foreclosure. First, he argues that the foreclosure was invalid due to alleged infirmities in certain pre-foreclosure notices. Second, he maintains that Pentagon lacked authority to foreclose because it was the servicer of the loan but not the holder of the mortgage note. We conclude that entry of summary judgment was proper.

a. *Compliance with paragraph 22.* Paragraph 22 of Branch's mortgage contains standard language that requires that, before acceleration of the loan and sale of the property, the lender give notice to the borrower. Such notice must specify:

> "(a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale."

Branch argues that the three notices sent to him by Pentagon in 2013 and 2014 did not "strictly comply" with paragraph 22 of the mortgage, and thus the foreclosure is void. See *Pinti*, 472 Mass. at 243. We hold that the strict compliance set out by *Pinti* does not

apply to the three notices, each of which significantly antedated our decision in *Pinti*.

Massachusetts does not require judicial authorization for foreclosures. *U.S. Bank Nat'l Ass'n* v. *Ibanez*, 458 Mass. 637, 645-646 (2011) (*Ibanez*). Thus, "a mortgagee may conduct a foreclosure by exercise of the statutory power of sale set out in [G. L. c. 183,] § 21, where, as here, the mortgage itself gives the mortgagee a power of sale and includes by reference the statutory power." *Pinti*, 472 Mass. at 232, citing *Ibanez, supra* at 646. However, before a mortgagee can exercise the power of sale in a foreclosure, it must "first comply[ ] with the terms of the mortgage and with the statutes relating to the foreclosure of mortgages by the exercise of a power of sale." G. L. c. 183, § 21. Given "the substantial power that the statutory scheme affords to a [mortgagee] to foreclose without immediate judicial oversight, we adhere to the familiar rule that one who sells under a power [of sale] must follow strictly its terms" (quotation omitted). *Pinti, supra* at 232-233, quoting *Ibanez, supra*. In *Pinti*, we extended that requirement to the notice provisions of paragraph 22 for the first time, holding that a foreclosure by statutory power of sale is "invalid unless the notice of default strictly complies with paragraph 22 of the standard mortgage" agreement. *Federal Nat'l Mtge. Ass'n* v. *Marroquin*, 477 Mass. 82, 82-83 (2017) (*Marroquin*).

Pinti does not apply to the notices sent in this case. *Pinti*'s requirement of strict compliance with paragraph 22 only applies to (1) notices sent after the date of *Pinti*, i.e., after July 17, 2015, and (2) "any case where the issue was timely and fairly asserted in the trial court or on appeal before July 17, 2015." *Marroquin*, 477 Mass. at 83. Pentagon sent each of the notices in question well before the July 17, 2015 date of the *Pinti* decision. Nor is there any evidence in the record that Branch "timely and fairly" asserted the *Pinti* issue in the trial court or on appeal before July 17, 2015. The proceedings here did not begin until 2017, when Fannie Mae filed its summary process summons and complaint in the Housing Court. Accordingly, the *Pinti* standard does not apply to the notices.[18]

[18]Branch also appears to argue for the retroactive application of *Pinti* because, although the notices were sent before *Pinti*, the foreclosure sale auction took place on September 14, 2016, after *Pinti*. Other than suggesting that this timing could theoretically have allowed Fannie Mae to issue new notices that were compliant with *Pinti*, Branch identifies no prejudice to him from the

In the alternative, Branch argues that, even if *Pinti*'s *strict* compliance does not apply to the notices at issue, he is nevertheless entitled to relief because he never received notice that *substantially* complied with paragraph 22. We disagree. A mortgagor in his position — raising such a defect as a defense in a post-foreclosure summary process action — is required to show that the violation "rendered the foreclosure so fundamentally unfair that [he or] she is entitled to affirmative equitable relief." *U.S. Bank Nat'l Ass'n* v. *Schumacher*, 467 Mass. 421, 433 (2014) (*Schumacher*) (Gants, J., concurring), citing *Bank of Am., N.A.* v. *Rosa*, 466 Mass. 613, 621-625 (2013). At a minimum, such a showing must include evidence of prejudice flowing from the claimed noncompliance. See *Bank of N.Y. Mellon Corp.* v. *Wain*, 85 Mass. App. Ct. 498, 501 (2014). Branch has not, however, argued that the claimed defects in notice specifically caused him any harm. Nor does the evidence in the record establish any such harm.[19] In sum, we discern no unfairness arising from the notices that would justify relief from foreclosure.

b. *Authority to foreclose*. Branch next argues that Pentagon could not foreclose on the property because it was the loan servicer but not the actual mortgage note holder. We addressed this issue explicitly in *Eaton*, 462 Mass. at 584-586. It is true that, in *Eaton*, we held that a mortgagee exercising its statutory right to foreclose pursuant to G. L. c. 244, § 14, must "hold[ ] the underlying mortgage note." *Id.* at 584. But we also expressly allowed that the agent of a note holder could properly foreclose:

> "There is no applicable statutory language suggesting that the Legislature intended to proscribe application of general agency principles in the context of mortgage foreclosure sales. Accordingly, we interpret G. L. c. 244, §§ 11-17C (and particularly § 14), and G. L. c. 183, § 21, to permit one who, although not the note holder himself, acts as the authorized agent of the note holder, to stand 'in the shoes' of the 'mortgagee' as the term is used in these provisions." (Footnote omitted.)

notices, see *infra*, nor does he otherwise offer any compelling reason for us to revisit the retroactivity issues settled in *Pinti* and *Marroquin*. We decline to do so.

[19]To the extent Branch argues that the foreclosure should be undone because Pentagon failed to provide the notice required by G. L. c. 244, § 35A, those arguments fail for the same reason. See *Schumacher*, 467 Mass. at 433 (Gants, J., concurring).

Id. at 586. On the summary judgment record, Branch cannot contest that Pentagon was the authorized agent of the note holder, Fannie Mae, at the time of the foreclosure.[20] Pentagon consequently had authority to foreclose.

4. *Counterclaims.* Also before us is Branch's appeal from the dismissal of his counterclaims following Fannie Mae's motion for summary judgment. We agree with the Appeals Court's reasoning on, and treatment of, those claims, and need not address them at length here. In brief, even viewing the summary judgment record in the light most favorable to him, Branch provided no evidence to support his allegations that Pentagon agreed to delay foreclosure or accept less than the full loan payoff amount. See Mass. R. Civ. P. 56 (e), 365 Mass. 824 (1974) ("an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial"). As Branch's counterclaims for promissory estoppel and negligent misrepresentation were premised on these alleged promises, entry of summary judgment and dismissal of the counterclaims was proper.[21]

Conclusion. As we conclude that the appeal is not moot, we affirm the order allowing Cardoso's intervention and joining him as a plaintiff in Fannie Mae's original claim. We further affirm entry of summary judgment as to Fannie Mae's claim for possession, and entry of summary judgment dismissing Branch's counterclaims against Fannie Mae.

So ordered.

[20]Nor can Branch contest that Pentagon's attorney was authorized to act on Pentagon's behalf at the foreclosure sale.

[21]We also agree with the Appeals Court that Branch has waived his right to pursue his arguments regarding counterclaims for violation of G. L. c. 244, § 35C, and retaliation because he failed to adequately argue them before the Housing Court. See *Chelsea Hous. Auth.* v. *McLaughlin*, 482 Mass. 579, 584 (2019), citing *Nelson* v. *Adams USA, Inc.*, 529 U.S. 460, 469 (2000) ("[waiver] principle . . . requires that the lower court be fairly put on notice as to the substance of the issue"). Likewise, as did the Appeals Court, we conclude that Branch's arguments regarding his G. L. c. 93A counterclaim and his request for further discovery are insufficient under Mass. R. A. P. 16 (a) (9), as appearing in 481 Mass. 1628 (2019).

APPENDIX C

From: SJCCommClerk@sjc.state.ma.us
Subject: SJC-13510 - Notice of Docket Entry
Date: Sep 5, 2024 at 6:13:28 PM
To: tonybranch@icloud.com

Supreme Judicial Court for the Commonwealth of Massachusetts

Telephone

RE: Docket No. SJC-13510

FANNIE MAE & another
vs.
ANTHONY MICHAEL BRANCH

NOTICE OF DOCKET ENTRY

Please take note that the following entry was made on the docket of the above-referenced case:

September 5, 2024 - DENIAL of Motion for Reconsideration. (By the Court).

Very truly yours,
The Clerk's Office

Dated: September 5, 2024

To:
Thomas J. Santolucito, Esquire
Anthony Michael Branch
Karl F. Stammen, Esquire
Grace C. Ross

COMMONWEALTH OF MASSACHUSETTS

Supreme Judicial Court

Suffolk, ss. SJC-13510

FANNIE MAE, Plaintiff/Appellee
ROBERTO CARDOSO, Intervener

VS.

ANTHONY MICHAEL BRANCH
Defendant/Appellant

APPELLANT'S MOTION FOR RECONSIDERATION OR MODIFICATION OF THE DECISION

On July 12, 2024, this Court reversed the Appeals Court's decision, which had dismissed the underlying summary process case as moot. The Court found that the case was not moot and affirmed the order allowing Cardoso to intervene and join as a plaintiff in Fannie Mae's original claim. Additionally, this Court affirmed the summary judgment in favor of Fannie Mae's claim for possession and the dismissal of the Appellant's counterclaims against Fannie Mae.

BACKGROUND

This case underscores the urgent necessity to safeguard the due process rights of presumptive homeowners within the Commonwealth, a group that predominantly comprises individuals

who are self-represented, of African American descent, female, and/or living with disabilities. These individuals harbor the legitimate expectation that justice should be accessible to them, irrespective of their ability to articulate their case eloquently or financial constraints. In this instance, the appellant assumed that the language of the mortgage and note would be deemed valid, notwithstanding Pinti's date restriction. Despite diligently adhering to procedural laws and tirelessly endeavoring to retain possession of my home, my efforts were ultimately in vain. This situation vividly highlights the critical need for the legal system to meticulously examine foreclosure procedures and summary process proceedings to ensure homeowners' constitutional and statutory rights are fully honored. We are at a heightened risk of losing our homes due to systemic barriers and potential discrimination; this Court is our last hope.

Appellant, therefore, moves for reconsideration and modification, pursuant to Mass. R. App. P. 27, to correct misapprehensions of law and fact that stand in the way of the appellant having superior possessory rights of his home.

DISCUSSION

At the commencement of the summary process proceedings, the appellant requested discovery, jury trial, and counterclaims. (R.A.12-23) The Seventh Amendment to the U. S. Constitution reads:

> "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law."

Conversely, "the right of trial by jury as declared by Part 1, Article 15 of the Constitution of this Commonwealth or as given by a statute shall be preserved to the parties inviolate." Quoting, Mass. R. Civ. P. 38(8).

The appellant never waived his right to a jury trial. This Court recognized that on June 19, 2017, the appellant filed his answer and brought a number of counterclaims. The jury request is omitted.

The appellant revisits the jury trial demand for specific due process reasoning. See Anderson, 477 U.S. at 247 ("Only disputes over facts that might affect the outcome of the suit

under the governing law will properly preclude the entry of summary judgment."). In addition, conflicting explanations as evidenced by the conflicting affidavits of the mortgagee and mortgagor, "If, on the summary judgment materials, there are conflicting explanations...then a finder of fact must weigh the credibility of those explanations, and the case ceases to be a candidate for summary judgment." Finney v. Madico, Inc., 42 Mass. App. Ct. 46, 49 (Mass. App. Ct. 1997). Argumedo, the Appellant's Affidavit, explained below, taken in the light most favorable to him as the non-moving party, suggests that Pentagon Federal Credit Union never held the promissory note.

A. Authority to Foreclose

The unlawful deprivation of the appellant's title violates the fundamental constitutional right to acquire, possess, and protect property, as guaranteed by Article I, as amended by Amendment Article XVI. Our government further safeguards this right through promulgating law (Article X) and the oversight of our judicial branch (Article XI).

The courts are obligated to review such infringements under strict judicial scrutiny. In analyzing due process challenges under Article X, the Courts of the Commonwealth

adhere to the standards set forth in federal due process analysis. As this Court has noted, "[w]hen analyzing due process challenges under art. 10, we adhere to the same standards followed in Federal due process analysis." Gillespie v. Northampton, 460 Mass. 148, 153 n.12 (2011), quoting Goodridge v. Department of Pub. Health, 440 Mass. 309, 353 (2003) (Spina, J., dissenting).

When a fundamental right is burdened, the application of strict scrutiny is required. See Desrosiers v. The Governor, 486 Mass. 369, 388 (Dec. 10, 2020).

Respectfully, contrary to the Court's analysis, the appellant did not argue that "Pentagon could not foreclose because it was the loan Servicer but not the loan actual mortgage note holder." The appellant argues that at the loan's inception, Fannie Mae maintained the mortgage and note in unity and never transferred or split the instruments. The appellant has made this argument during most of the motion practice initiated by the appellees to no avail.

In other words, a servicer who holds neither the mortgage nor the rights to the underlying debt is not a party with authority to enforce the mortgage. Here, the "Certification

Pursuant to Massachusetts 209 CMR 18.21A(2) identifies the following:

> "Pentagon Federal Credit Union has the right to foreclose because it is:
> 'the owner of the Mortgage and authorized agent of the owner of the Note, which is the Federal National Mortgage Association.'"

The appellant, by affidavit, stated on August 7, 2009, the Pentagon sent him a notice informing him that the Federal National Mortgage Association ("Fannie Mae") acquired his mortgage and note as an investor and that they, Pentagon, would remain involved in the property as the loan servicer. (R.A. 84-85; R.A. 111). In response to the appellant's discovery, Pentagon acknowledged Fannie Mae was the investor since the loan's inception. (R.A. 125, n.7).

Fannie Mae's response to the interrogatories and the appellant's affidavit appears to "'nudge the claim' across the line from conceivable to plausible"[1] that Pentagon Federal Credit Union did not own the mortgage, as shown in their certification.

Consequently, the "Affidavit Pursuant to M.G.L. Ch. 244 §§35B & 35C" states that "Pentagon Federal Credit Union is the

[1] Cardigan Mountain Sch. v. New Hampshire Ins. Co., 787 F.3d 82, 88 (1st Cir. 2015) (quoting Twombly, 550 U.S. at 570).

servicer of the mortgage referenced above." And "Pentagon Federal Credit Union … maintained …these records as part of its mortgage servicing obligations and operations. Those obligations are codified in the publicly available servicing agreement with Fannie Mae, which prohibits the separation of the mortgage and underlying note, as Fannie Mae is not authorized to purchase separate instruments under its charter. (Amicus pp. 80-104.) In short, Pentagon certified it is the mortgage holder, which cannot be true because Fannie Mae must hold both; thus, Fannie Mae cannot authorize an authorized agent of an instrument it cannot release.

Plainly put, where the Pentagon Federal Credit Union lacked the legal capacity to execute the legal documents necessary to consummate foreclosure, these are necessarily void, conveyed nothing, and cannot be relied upon in a court case. "[I]t has long been the rule in [MA] that an ultra vires contract is void, no action thereon being maintainable." Herbert v. Sullivan, 123 F.2d 477, 478 (1st Cir. 1941).

Respectfully, issues surrounding the mortgage and underlying note are not clear and incontrovertible. The evidence shows that Fannie Mae can only purchase whole mortgage loans, including the mortgage contract and note together. (R.A.

906, Vol. 1-88). In addition, the record reflects seriously conflicting Pentagon Federal Credit Union affidavits regarding the mortgage and note.

"In deciding motions for summary judgment, the court must make two inquiries: (1) whether the factual disputes are genuine, and (2) whether any fact genuinely in dispute is material." Anderson, 477 U.S. at 248, 106 S. Ct. at 2510.

The loss of one's home through conflicting explanations appears to meet both prongs. More directly, in layman's terms, the appellant argues Fannie Mae held the note and mortgage from the loan's inception under oath; Pentagon avers it is not true; there remains a genuine issue of material fact that is triable. The appellant seeks to present evidence such that a reasonable fact-finder could return a verdict for him. In addition, this Court has rejected undocumented mortgage assignments in the *Ibanez* Case. This Court explained that because state law provided the banks with substantial nonjudicial power to foreclose, they were expected to strictly follow the procedures.

One requirement of the foreclosure law is that only "the mortgagee or his executors, administrators, successors or assigns" can exercise the statutory power of sale. As in prior

cases, any attempt to foreclose by any other party renders the foreclosure sale void. Here, the facts are clear: the servicer and Fannie Mae intentionally concealed, per the Fannie Mae servicing contract, that Fannie Mae held both the mortgage and note from the loan's inception and undoubtedly throughout the summary process case.

Arguendo, if this Court maintains that the appellant argued that the note and mortgage cannot be separated, which he did not, it should reverse its decision regarding possession because a live dispute remains with respect to the mortgage and note. Respectfully, the record is replete regarding this genuine issue of material fact. More directly, no financial institution can be allowed to affidavit its way into illegally foreclosing. Different procedural outcomes, depending on who the litigants are, must be impermissible.

The United States Supreme Court stated: "tampering with the administration of justice in [this] manner. …involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public." See, Chambers v. NASCO, Inc., 501 U.S. 32,44 (1991).

B. Post Judgment Intervention

Conversely, in summary process proceedings, allowing post-judgment intervention while a case is on appeal causes significant disruption and undermines due process. As the record reflects, the intervener initiated his own summary process against the appellant; the appellant filed an answer requesting discovery, jury trial, and counterclaims. The intervener did not request use and occupancy. The case was dismissed at the intervener's request without prejudice.

With respect to the appellant's request for admission under Mass. R. Civ. P. 36 appears to be binding. "Any matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission." See, Mass. R. Civ. P 36. Therefore, the intervener admitted, "You had full knowledge of the Defendant's litigation with your Predecessor, including the Defendant's challenge to the lawfulness of the purported foreclosure and title to the property." And, Neither You, Predecessor nor the Mortgagee held the Note at the time of the Foreclosure sale.

The intervener admitted to reading documents that clearly identified the property as occupied and involved in an ongoing court case before executing his bid on the subject property. It

is also undisputed that the intervener's title insurance policy was activated to undoubtedly cover the amount he paid for the appellant's home. Therefore, the intervener cannot be considered an innocent third-party purchaser.

Furthermore, procedural rules should minimize the possibility of any party prevailing by taking advantage of a procedural rule and maximizing the probability of a party prevailing based on his substantive rights. In other words, the desired effect is a procedural balance of power between the opposing parties. Here, the appellant argues that the use of intervention deprived him of his right to examine the intervener to ascertain if their information could potentially influence the outcome of the summary process litigation. The intervener was more concerned about use and occupancy than protecting title. Conversely, Cardoso failed to file an appeal when he was denied intervention in the second instance, as directed by the Single Justice in Docket No. 2019-J-0333. The record shows that the procedural balance of power favors the appellees. In addition, a truly full and legally compliant discovery from the parties to show that an off-record assignment to Fannie Mae did occur as required by their

contract to the servicer Pentagon Federal Credit Union is required.

This case should be remanded to allow the appellant to complete discovery.

C. Application of Pinti

The appellant raised the faulty notices at the first opportunity. Obviously, the appellant couldn't raise the issue before that because the summary process case didn't happen. Here, the purported foreclosure took place on September 14, 2016. **A year later**, on April 6, 2017, Fannie Mae, through counsel, caused the appellant to be served with a 14-day Notice to Quit seeking possession of the appellant's premises. (Bold added for emphasis). On June 5, 2017, again through counsel, Fannie Mae caused the appellant to be served with a Summons and Complaint, which sought use occupancy payments and possession of the property. On June 19, 2017, the appellant filed his answer in a timely manner, including affirmative defenses, counterclaims, discovery requests, and jury demands.

Fannie Mae could have easily corrected course, returned to Pentagon, and sent a new, compliant notice at any time, but it failed to do so. Pentagon foreclosed anyway, knowing its notice did not meet the "strict compliance" standard and that both

note and mortgage had been with Fannie Mae since its inception. This is more than prejudice; it was egregious.

The Pinti decision was issued to protect long-standing jurisprudence that there must be strict compliance with mortgages and notes. The prospective limitation promotes great harm to homeowners such as the appellant, who was entitled - by the plain terms of the mortgage to which the mortgagee had agreed - to a proper notice under paragraph 22. Where the mortgagee had a more than adequate opportunity following Pinti to send such a conforming notice prior to commencing the purported foreclosure, there is no reason for this Court to excuse a notice that does not conform.

It was well established before *Pinti* that a foreclosure by sale depended on compliance with the mortgage terms. See, e.g. McGreevey v. Charlestown Five Cents Sav. Bank, 294 Mass. 480, 481, 484 (1936); Moore v. Dick, 187 Mass. 207, 211 (1905); Smith v. Provin, 4 Allen 516, 516, 518 (1862); Roarty v. Mitchell, 7 Gray 243, 243-244 (1856).

Conversely, Pentagon Federal Credit Union's affidavit avers compliance with the mortgage terms. Consequently, the question of whether Pinti applies becomes moot, as the affidavit asserts adherence to the mortgage provisions—a claim

that, upon examination of the actual language, is demonstrably false.

In addition, the Appeals Court ruled in Aurora Loan Services, LLC. v. Murphy, 88 Mass. App. Ct. 726 (2015) that the issue would be preserved if raised on appeal. As the record reflects, the appellant raised the issue of the faulty notices at the earliest possible opportunity. Fairness, equal protection, and justice dictate that foreclosure is void due to failure to comply with the strict compliance of the mortgage language.

D. Substantially Complied

This Court disagrees with the appellant's argument that he is entitled to an analysis with respect to substantially complied notices. The Court further states the appellant has not argued harm. First, the appellant argues the notice(s) violated his mortgage contract and note. Concerning harm, it is evident from the record at the time of the purported foreclosure that the appellant's property value exceeded the loan balance.

In addition, it is unjust that a foreclosure process resulting in a significant discrepancy between the sale price and the fair market value without adequate procedural

safeguards was substantially unfair. Although England Savings Bank v. Lopez, Conn., 227 Conn. 270 (1993) addresses market value and deficiency judgments, it is important to consider the property's fair market value in foreclosure sales. This case suggests that a foreclosure process resulting in a significant discrepancy between the sale price and the fair market value, without adequate procedural safeguards for the debtor, could be considered unjust. The third-party purchaser received this benefit, as did Fannie Mae.

In addition, Mayhew v. Cohen, 604 F. Supp. 850 (1984) and Vail v. Brown, D. Minn., 841 F. Supp. 909 (1994) both address the necessity of procedural protections, such as the right to be heard and the right to a meaningful opportunity to contest the foreclosure. These cases suggest that a foreclosure process lacking these procedural protections could be fundamentally unjust. The appellant argues that the third-party purchaser who joins as a plaintiff should not be able to skip the line. More directly, this Court has ruled on possession; although possession to the third party was not litigated in the lower court, the order of possession was never amended, giving the appellant no ability to litigate the foreclosure with respect to the third-party purchaser.

Furthermore, the apparent swearing under oath by attorneys that all the prerequisites to foreclosing were met appears to be substantially harmful, as evident by the loss of one's home. The Appellant argues a jury should make the decision if harm occurred based on the evidence in the record and live testimony to weigh credibility.

E. **Judgments of the Court**

Now that this Court has ruled that the Intervention and Substitution of the intervener is proper; the appellant turns to unresolved judgments as a matter of law. First, there remains a judgment of use and occupancy in the amount of 22,783.60 as retroactive use and occupancy damages ordered on April 26, 2018. The appellant seeks this Court's determination to vacate the order as indicated by Fannie Mae in prior proceedings. The appellant further argues that the intervener and joined plaintiff were required to accept the case as presented at the time of intervention and, therefore, were barred from resurrecting a vacated order; thus, use and occupancy should not have been allowed.[2] See Rafferty v.

[2] Fannie Mae, on its motion, vacated the order of use and occupancy in the Appeals Court. This Court indicates (Decision,

Sancta Maria Hosp., 5 Mass. App. 624, 628, 367 N.E.2d 856 (1977) ("intervener in an action or proceeding is, for all intents and purposes, an original party"). The appellant seeks this Court's determination on whether a joining intervener as a plaintiff can resurrect a vacated order.

Finally, where the Housing Court did not amend the judgment for possession at the request of the intervener, and the intervener failed to revisit the court on that point, it appears violative to the "Plaintiffs were not entitled to pursue their claim ... through piecemeal litigation, offering one legal theory to the court while holding others in reserve for future litigation should the first theory prove unsuccessful"). See Bagley v. Moxley, 407 Mass. 633, 638-39, 555 N.E.2d 229 (1990). The appellant was not fully heard on the Housing Court's partial allowance of the intervener's motion and claims due process requires that the issue be resolved as

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p.5) that Cardoso successfully moved to intervene, but Cardoso's motion was denied in the first instance. Cardoso's counsel indicated that he was unaware of the prior case (Fannie Mae), but that is contradicted by the evidence of Cardoso's bidding on the property and his live testimony under oath in Housing Court. (Decision, p. 6). The record is voluminous but does show Cardoso did not intervene in a timely manner but relied on Fannie Mae's filings.

there was no judgment for possession to the intervener (Cardoso), only to the Appellee Fannie Mae.

The appellant, therefore, requests this Court vacate its judgment of possession in favor of the intervener and remand the case to the Housing Court to hear and rule on a motion for discovery; vacate the judgment of possession and void the foreclosure in light of the mortgage and note contract violations; order a trial on the merits with respect to facts in dispute; vacate the use and occupancy damages; vacate the use and occupancy order consistent with the plaintiff's allowed motion before intervention; and any other relief the Court deems appropriate.

Date: August 12, 2024

Respectfully submitted,
ANTHONY MICHAEL BRANCH

Rev. Anthony Michael Branch, Pro Se
25 Montello Street Ext.
Brockton, MA 02301
(p) 617-755-3535
Email: tonybranch@icloud.com

COMMONWEALTH OF MASSACHUSETTS

Supreme Judicial Court

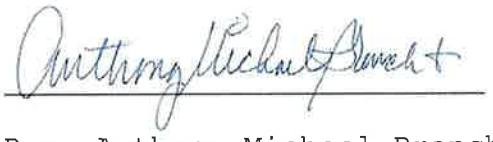
Suffolk, ss. SJC-13510

CERTIFICATE OF SERVICE

I, Anthony Michael Branch, hereby certify that a true copy of the Motion for Reconsideration served upon the Attorney for Roberto Pina Cardoso by email, e-file, and US postal mail today, by delivering a copy to Karl F. Stammen, Jr, Stammen & Associates 101 Federal Street Suite 1900, Boston, MA 02110, Email: stammenlaw@gmail.com. ***And to***, Counsel for Plaintiff, Fannie Mae a/k/a Federal National Mortgage Association, Thomas J. Santolucito, Esq., Harmon Law Offices, P.C., 150 California Street, Newton, MA 02458. Email: tsantolucito@harmonlaw.com.

Date: August 12, 2024

Respectfully submitted,
ANTHONY MICHAEL BRANCH



Rev. Anthony Michael Branch, Pro Se
25 Montello Street Ext.
Brockton, MA 02301
(p) 617-755-3535
Email: tonybranch@icloud.com

SUPREME JUDICIAL COURT
for the Commonwealth
Case Docket

FANNIE MAE & another vs. ANTHONY MICHAEL BRANCH
THIS CASE CONTAINS IMPOUNDED MATERIAL OR PID
SJC-13510

CASE HEADER

Case Status	See docket entries
Status Date	09/09/2024
Nature	Mortgage/foreclosure law
Entry Date	11/09/2023
Appellant	Defendant
Case Type	Civil
Brief Status	
Brief Due	
Quorum	Budd, C.J., Gaziano, Kafker, Wendlandt, Dewar, JJ.
Argued Date	03/06/2024
Decision Date	07/12/2024
AC/SJ Number	2021-P-0899
Citation	494 Mass. 343
DAR/FAR Number	FAR-29376
Lower Ct Number	18H82SP00281
Lower Court	Housing Court - Metro South
Lower Ct Judge	Neil K. Sherring, J.
Route to SJC	Further Appellate Review

INVOLVED PARTY	ATTORNEY APPEARANCE
Fannie Mae Plaintiff/Appellee Red brief & appendix filed	Thomas J. Santolucito, Esquire
Anthony Michael Branch Pro Se Defendant/Appellant Blue br, app & reply br filed	
Roberto Pina Cardoso Intervener/Appellee Red brief & appendix filed	Karl F. Stammen, Esquire
Grace C. Ross Pro Se Amicus Amicus brief filed	

DOCUMENTS

Appellant Branch Corrected Brief
Appellee Cardoso Brief
Amicus Ross Brief
Appellee Fannie Mae Brief
Appellant Branch Corrected Reply Brief

DOCKET ENTRIES

Entry Date	Paper	Entry Text
11/09/2023	#1	Entered.
11/17/2023	#2	Motion to file new brief filed by Anthony Michael Branch.
11/20/2023	#3	Notice of Intent to File Amicus Brief filed by Grace C. Ross.
11/21/2023	#4	Motion to file new brief or supplemental brief filed for Roberto Pina Cardoso by Attorney Karl Stammen.
12/01/2023	#5	ORDER: The motions to file new brief are ALLOWED. The appellant's brief shall be file on or before January 10, 2024. The appellee's brief shall be filed on or before February 9, 2024. There shall be no enlargements or time. Oral argument may be scheduled for the March sitting of the Court.
01/10/2024	#6	Appellant brief filed by Anthony Michael Branch. (Corrected brief filed on January 12, 2024. See P #10.)

01/11/2024	#7	Appendix filed by Anthony Michael Branch. (Corrected appendix filed on January 12, 2024. See P #11.)
01/11/2024		The clerk's office has received the appellant's brief and appendix through e-fileMA. The brief and appendix have been accepted for filing and entered on the docket. The appellant shall file with the clerk 4 copies of the brief and 3 copies of the appendix within 5 days. The clerk's office may require additional copies if necessary. (Note: Cover of appellant's brief shall be blue and appendix shall be white.)
01/12/2024	#8	Motion to file corrected brief and appendix filed by Anthony Michael Branch. (ALLOWED, limited to the revisions stated in the affidavit.)
01/12/2024	#9	Status on filing of amicus brief filed by Grace C. Ross.
01/12/2024	#10	CORRECTED Appellant brief filed by Anthony Michael Branch.
01/12/2024	#11	CORRECTED Appendix filed by Anthony Michael Branch.
01/12/2024		The clerk's office has received the appellant's corrected brief and corrected appendix through e-fileMA. The brief and appendix have been accepted for filing and entered on the docket. The appellant shall file with the clerk 4 copies of the brief and 3 copies of the appendix within 5 days. The clerk's office may require additional copies if necessary. (Note: Cover of appellant's brief shall be blue and appendix shall be white.)
01/17/2024	#12	NOTICE of March argument sent.
01/24/2024	#13	Motion to file amicus brief late filed by Grace C. Ross. (Referred to the Quorum.)
01/24/2024	#14	Amicus brief filed by Grace C. Ross.
01/24/2024		The clerk's office has received the amicus brief through e-fileMA. The brief has been accepted for filing and entered on the docket. The amicus curiae (Grace C. Ross) shall file with the clerk 4 copies of the brief within 5 days. The clerk's office may require additional copies if necessary. (Cover of amicus brief shall be green.)
01/24/2024	#15	ORDERED for argument on March 6.
02/05/2024	#16	Additional 4 copies of amicus brief filed by Grace C. Ross.
02/09/2024	#17	Appellee brief filed for Roberto Pina Cardoso by Attorney Karl Stammen.
02/09/2024	#18	Appendix filed for Roberto Pina Cardoso by Attorney Karl Stammen.
02/09/2024		The clerk's office has received the appellee's brief and appendix through e-fileMA. The brief and appendix have been accepted for filing and entered on the docket. The appellee shall file with the clerk 4 copies of the brief and 3 copies of the appendix within 5 days. The clerk's office may require additional copies if necessary. (Note: Cover of appellee's brief shall be red and appendix shall be white.)
02/09/2024	#19	LETTER - Fannie Mae does not intend to submit a new brief and relies on its brief and appendices filed with the Appeals Court. (Plaintiff/Appellee should file the brief through eFileMA.)
02/12/2024	#20	Additional 4 copies of appellee's brief and 3 copies of supplemental appendix filed by Roberto Pina Cardoso.
02/12/2024	#21	Appellee brief filed for Fannie Mae by Attorney Thomas Joseph Santolucito.
02/12/2024	#22	Supplemental Appendix (Revised version filed in Appeal Court) filed for Fannie Mae by Attorney Thomas Joseph Santolucito.
02/12/2024	#23	Appendix filed for Fannie Mae by Attorney Thomas Joseph Santolucito.
02/13/2024		The clerk's office has received the appellee's (Fannie Mae) brief and appendices through e-fileMA. The brief and appendices have been accepted for filing and entered on the docket. The appellee (Fannie Mae) shall file with the clerk 4 copies of the brief and 3 copies of each appendix within 5 days. The clerk's office may require additional copies if necessary. (NOTE: The cover of the brief shall be red, the cover of the appendices shall be white.)
02/16/2024	#24	Additional 4 copies of appellee's brief and 3 copies of appendices filed by Fannie Mae.
02/26/2024	#25	Motion to participate in oral argument filed by Grace C. Ross. (The motion to participate in oral argument is denied.)
03/01/2024	#26	Motion to file rely brief late filed by Anthony Michael Branch. (Referred to the Quorum.)
03/04/2024	#27	Motion to assent to amicus participation in oral argument filed by Anthony Michael Branch. (The motion is denied.)
03/04/2024	#28	Reply brief filed by Anthony Michael Branch. (Note: Corrected reply brief filed. See paper #29.)
03/04/2024	#29	CORRECTED Reply brief filed by Anthony Michael Branch.
03/04/2024		The clerk's office has received the corrected reply brief through e-fileMA. The brief has been accepted for filing and entered on the docket. The appellant shall file with the clerk 4 copies of the brief within 5 days. The clerk's office may require additional copies if necessary. (Note: Cover of reply brief shall be gray.)
03/06/2024		Oral argument held. (Budd, C.J., Gaziano, J., Kafker, J., Wendlandt, J., Dewar, J.). View Webcast
03/07/2024	#30	NOTICE: The video recording of the oral argument in this matter has been posted to the SJC YouTube archive. Subscribe and view: https://www.youtube.com/c/massachusettssupremejudicialcourt.
03/07/2024	#31	Post-argument letter filed by Anthony Michael Branch.
07/12/2024	#32	RESCRIPT (Full Opinion): The order allowing Cardoso's intervention and joining him as a plaintiff in Fannie Mae's original claim is affirmed. Entry of summary judgment as to Fannie Mae's claim for possession is affirmed, as is entry of summary judgment dismissing Branch's counterclaims against Fannie Mae. (By the Court)

07/22/2024	#33	Motion for time extension to file a motion for reconsideration filed by Anthony Michael Branch. (7/28/2024: Allowed to August 9, 2024).
08/12/2024	#34	Motion for Reconsideration filed by Anthony Michael Branch.
08/12/2024	#35	Motion to file motion for reconsideration late filed by Anthony Michael Branch. (Allowed).
09/05/2024	#36	DENIAL of Motion for Reconsideration. (By the Court).
09/05/2024		RESCRIPT ISSUED to trial court.
09/05/2024	#37	Amicus brief filed by Grace C. Ross.
09/05/2024	#38	Appendix filed by Grace C. Ross.
09/05/2024	#39	Motion filed by Grace C. Ross.
09/09/2024	#40	Notice of appeal filed by Anthony Michael Branch.
09/13/2024	#41	Motion to supplement reconsideration brief filed by Grace C. Ross.
09/13/2024	#42	USB flash drive with filings filed by Grace C. Ross. (Paper copies were previously filed. See entries 37 & 38)

As of 09/16/2024 10:20am