UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Sharon White Williams v. Amerisave Mortgage Corporation, et al.

Williams v. Amerisave · No. GLR-25-2053 · Decided January 21, 2026

SUMMARY

The United States District Court for the District of Maryland grants AmeriSave Mortgage Corporation's and Planet Home Lending LLC's motions to dismiss claims arising from a residential mortgage loan, alleged loan cancellation, servicing conduct, and foreclosure-related activity. The court dismisses claims concerning mortgage assignment, criminal mail and wire fraud, continuing harm, and VA loan guaranty violations with prejudice, while dismissing fraud, civil RICO, TILA, and unjust enrichment claims without prejudice and allowing the plaintiff 30 days to seek leave to amend.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	George L. Russell, III
JURISDICTION	United States District Court for the District of Maryland
DECIDED	January 21, 2026
DOCKET	GLR-25-2053
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought claims concerning her mortgage loan, loan servicing, alleged fraud, assignment and securitization of the mortgage, TILA disclosures, RICO, unjust enrichment, and VA loan-guaranty regulations. Defendants moved to dismiss under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). Plaintiff also moved for default judgment against AmeriSave and for leave to file a surreply.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the Court tests the sufficiency of the complaint rather than resolving factual disputes or the merits. It accepts well-pleaded factual allegations as true, construes them in the plaintiff's favor, and determines whether the complaint states a facially plausible claim. Self-represented pleadings are liberally construed, but conclusory allegations and legal conclusions are not accepted as facts. The Court also considered standing under Rule 12(b)(1).
PRECEDENTIAL VALUE	Unpublished federal district court memorandum opinion; persuasive but not generally binding precedent outside the case.

PARTIES	Sharon White Williams v. AmeriSave Mortgage Corporation, Planet Home Lending LLC

TOPICS

motions to dismiss · standing · mortgages · consumer protection · civil procedure

PRACTICE AREAS

civil procedure · mortgage and foreclosure law · consumer finance · civil RICO · Truth in Lending Act

QUESTIONS PRESENTED

1. Whether Williams's motion for default judgment against AmeriSave should be granted when it was filed before entry of clerk's default and AmeriSave filed a motion to dismiss one day after the responsive-pleading deadline.
2. Whether the complaint plausibly stated a Maryland fraud or misrepresentation claim.
3. Whether a borrower has standing to challenge the assignment or securitization of a mortgage loan.
4. Whether the alleged ongoing harm constituted an independent cause of action or a continuing violation tolling the statute of limitations.
5. Whether a private citizen may bring claims under the federal criminal mail- and wire-fraud statutes.
6. Whether the complaint stated a civil RICO claim by alleging a pattern of racketeering activity.
7. Whether the complaint adequately alleged a violation of the Truth in Lending Act.
8. Whether unjust enrichment was available where the parties' relationship was governed by an express promissory note.
9. Whether 38 U.S.C. § 3732 provides a private cause of action against lenders.

HOLDINGS

1. Default judgment was properly denied because Williams filed the motion before the clerk entered default, and, independently, AmeriSave's one-day delay in filing a responsive motion did not warrant default judgment absent undue prejudice.
2. Williams failed to state a fraud claim because she did not plausibly allege that Defendants made a false representation or that she relied on any alleged misrepresentation.
3. A borrower lacks standing to challenge the assignment or securitization of the borrower's mortgage loan.
4. The continuing harm doctrine did not provide an independent cause of action and did not toll the limitations period because the alleged credit, foreclosure, and emotional harms were continuing effects of an earlier alleged misrepresentation rather than new affirmative violations.
5. A private citizen lacks standing to bring criminal charges under 18 U.S.C. §§ 1341 and 1343.
6. Williams failed to state a civil RICO claim because she did not adequately allege a pattern of racketeering activity; the alleged conduct was a narrow dispute involving one borrower and one

mortgage.

7. Williams failed to state a TILA claim because she did not allege with sufficient factual specificity how or when Defendants violated TILA's disclosure requirements.
8. Williams could not maintain an unjust-enrichment claim because the parties' relationship was governed by a valid promissory note and she did not adequately plead fraud, bad faith, breach, rescission, or another applicable exception.
9. Williams's VA loan-guaranty and foreclosure claim was dismissed because she conceded that 38 U.S.C. § 3732 does not provide a private cause of action.

KEY QUOTATIONS

> *“The purpose of a Rule 12(b)(6) motion is to “test[] the sufficiency of a complaint,” not to “resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses.””*

> *“borrowers do not have standing to challenge the assignment or securitization of their mortgage loans.”*

> *“As such, the Court will dismiss claim V without prejudice.”*

FACTUAL BACKGROUND

On or about May 24, 2022, Williams executed a $735,000 promissory note and mortgage to purchase property in Elkridge, Maryland, with AmeriSave as lender and original servicer. AmeriSave later transferred servicing rights to Planet Home Lending. Williams alleged that AmeriSave issued an IRS Form 1099-C, that Defendants nevertheless continued demanding payments, that her qualified written requests and billing-error notices were not adequately answered, and that Planet Home Lending recorded a false assignment of the property in April 2025. The Court found that the referenced tax form concerned a different debt and that Williams did not plausibly allege a false representation, reliance, unlawful mortgage assignment, RICO pattern, TILA violation, or entitlement to unjust enrichment.

PROCEDURAL HISTORY

Williams initially filed a related action in the Circuit Court for Howard County, Maryland, seeking, among other relief, to halt foreclosure proceedings. She then filed this federal action on June 27, 2025, along with a motion for a temporary restraining order; the Court denied the TRO on July 8, 2025. Planet Home Lending and AmeriSave moved to dismiss, and Williams moved for default judgment against AmeriSave. The Court granted leave to file a surreply, denied default judgment, granted the motions to dismiss, dismissed claims II through IV, VI, and IX with prejudice, dismissed claims I, V, VII, and VIII without prejudice, and allowed thirty days to seek leave to amend those claims.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Williams was granted thirty days to seek leave to file an amended complaint as to claims I, V, VII, and VIII.

CASES CITED

- Jha v. XCube Rsch. & Dev., Inc., No. PX-18-364, 2018 WL 4538552, at *1 (D. Md. Sept. 20, 2018)
- Mitchell v. First Cent. Bank, Inc., No. 2:08CV6, 2008 WL 4145451, at *2 (N.D. W. Va. Sept. 8, 2008)
- Aikens v. Ingram, 652 F.3d 496, 523 (4th Cir. 2011)
- King v. Rubenstein, 825 F.3d 206, 214 (4th Cir. 2016)
- Edwards v. City of Goldsboro, 178 F.3d 231, 243 (4th Cir. 1999)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Estelle v. Gamble, 429 U.S. 97, 106 (1976)
- Albright v. Oliver, 510 U.S. 266, 268 (1994)
- Lambeth v. Bd. of Comm'rs of Davidson Cnty., 407 F.3d 266, 268 (4th Cir. 2005)
- Scheuer v. Rhodes, 416 U.S. 232, 236 (1974)
- United Black Firefighters v. Hirst, 604 F.2d 844, 847 (4th Cir. 1979)
- Hoffman v. Stamper, 867 A.2d 276, 292 (Md. 2005)
- Lay v. Caesars Enter. Servs., LLC, No. CCB-18-96, 2018 WL 1947050, at *4 (D. Md. Apr. 25, 2018)
- Spaulding v. Wells Fargo Bank, N.A., 714 F.3d 769, 781 (4th Cir. 2013)
- Suggs v. M&T Bank, 230 F. Supp. 3d 458, 464 (E.D. Va. 2017), aff'd, 694 F. App'x 180 (4th Cir. 2017)
- Coulibaly v. J.P. Morgan Chase Bank, N.A., No. DKC-10-3517, 2011 WL 3476994, at *19 (D. Md. Aug. 8, 2011), aff'd, 526 F. App'x 255 (4th Cir. 2013)
- Quattlebaum v. Bank of Am., N.A., No. TDC-14-2688, 2015 WL 1085707, at *4 (D. Md. Mar. 10, 2015)
- Powell v. Countrywide Bank, No. PX-16-1201, 2016 WL 5815884, at *4 (D. Md. Oct. 4, 2016)
- Litz v. Md. Dep't of Env't, 76 A.3d 1076, 1089, 1090 n.9 (Md. 2013)
- Muffoletto v. Towers, 223 A.3d 1169, 1179 (Md. Ct. Spec. App. 2020)
- Mills v. Galyn Manor Homeowner's Ass'n, Inc., 198 A.3d 879, 889 (Md. Ct. Spec. App. 2018), aff'd sub nom. Andrews & Lawrence Prof. Servs., LLC v. Mills, 223 A.3d 947 (Md. 2020)
- Bacon v. Arey, 40 A.3d 435, 469 (Md. 2012)
- N.T. v. Balt. City Bd. of Sch. Comm'rs, No. JKB-11-356, 2011 WL 3747751, at *5 n.8 (D. Md. Aug. 23, 2011)
- Olekanma v. Chippendale, No. ELH-19-1664, 2019 WL 2904666, at *2 (D. Md. July 3, 2019)
- Ekstrom v. Cong. Bank, No. ELH-20-1501, 2020 WL 6565251, at *16 (D. Md. Nov. 9, 2020)
- U.S. Airline Pilots Ass'n v. Awappa, LLC, 615 F.3d 312, 317 (4th Cir. 2010)
- Whitney, Bradley & Brown, Inc. v. Kammermann, 436 F. App'x 257, 258 (4th Cir. 2011)
- Sedima, S.P.R.L. v. Imrex Co., 473 U.S. 479, 481-82 (1985)

- Elite Mech. & Welding, LLC v. Chalk Point Power, LLC, No. DLB-22-3257, 2025 WL 2106751, at *6 (D. Md. July 28, 2025)
- Flip Mortg. Corp. v. McElhone, 841 F.2d 531, 538 (4th Cir. 1988)
- Al-Abood ex rel. Al-Abood v. El-Shamari, 217 F.3d 225, 238 (4th Cir. 2000)
- Menasco, Inc. v. Wasserman, 886 F.2d 681, 684 (4th Cir. 1989)
- Foster v. Wintergreen Real Estate Co., 363 F. App'x 269, 274 (4th Cir. 2010)
- H.J. Inc. v. Nw. Bell Tel. Co., 492 U.S. 229, 242 (1989)
- Anderson v. Found. for Advancement, Educ. & Emp. of Am. Indians, 155 F.3d 500, 506 (4th Cir. 1998)
- Jones v. Koons Automotive, Inc., 752 F. Supp. 2d 670, 682 (D. Md. 2010)
- Tripp v. Charlie Falk's Auto Wholesale Inc., 290 F. App'x 622, 626 (4th Cir. 2008)
- Green v. Hebron Sav. Bank, No. RDB-08-3391, 2010 WL 118370, at *3 (D. Md. Jan. 7, 2010)
- Somarriba v. Greenpoint Mortg. Funding, Inc., No. RWT-13-72, 2013 WL 5308286, at *8 (D. Md. Sept. 19, 2013)
- County Commissioners of Caroline County v. J. Roland Dashiell & Sons, Inc., 747 A.2d 600, 607-09 (Md. 2000)
- Rush v. American Home Mortgage, Inc., No. WMN-07-854, 2009 WL 4728971, at *21 (D. Md. Dec. 3, 2009)
- Nationstar Mortg. LLC v. Kemp, 258 A.3d 296, 313, 317 (Md. 2021)
- Sheard v. Bank of Am., N.A., No. PJM-11-3082, 2012 WL 3025119, at *4 (D. Md. July 23, 2012)
- Wright v. Wells Fargo Bank NA, No. 6:22-cv-00261-HMH-KFM, 2022 WL 2668442, at *6 (D.S.C. Apr. 6, 2022)
