UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Benjamin Davis, III v. Freedom Mortgage Corporation, et al.

Davis · No. 23-cv-00973-LKG · Decided March 9, 2026

SUMMARY

The United States District Court for the District of Maryland granted Freedom Mortgage Corporation and Stanley C. Middleman's motion to dismiss Benjamin Davis III's claims arising from alleged mortgage-servicing errors and a post-foreclosure eviction. The court dismissed the RESPA, FDCPA, TILA, breach-of-contract, and due-process claims with prejudice for failure to plead sufficient facts. The court denied the defendants' motion for sanctions.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Lydia Kay Griggsby
JURISDICTION	United States District Court for the District of Maryland
DECIDED	March 9, 2026
DOCKET	23-cv-00973-LKG
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff pro se brought claims arising from alleged mortgage-servicing errors and post-foreclosure eviction. Defendants moved to dismiss under Federal Rule of Civil Procedure 12(b)(6) and 28 U.S.C. § 1915(e)(2)(B), and moved for sanctions under Federal Rule of Civil Procedure 11 and 28 U.S.C. § 1651.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes them in the plaintiff's favor, but disregards legal conclusions, conclusory allegations, and bare assertions. A pro se complaint is construed liberally, although the court may not disregard a clear failure to allege facts supporting a cognizable claim. Under 28 U.S.C. § 1915(e)(2)(B), the court must dismiss an in forma pauperis action that fails to state a claim.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion
PARTIES	Benjamin Davis, III v. Freedom Mortgage Corporation, Stanley C. Middleman

TOPICS

motions to dismiss · sanctions · civil procedure · wrongful foreclosure · mortgages

PRACTICE AREAS

civil procedure · mortgages · foreclosure · consumer protection · contracts

QUESTIONS PRESENTED

1. Whether the complaint plausibly stated a claim under the Real Estate Settlement Procedures Act.
2. Whether the complaint plausibly stated a claim under the Fair Debt Collection Practices Act.
3. Whether the complaint plausibly stated a claim under the Truth in Lending Act against the defendants.
4. Whether the complaint plausibly stated a breach of contract claim.
5. Whether the complaint plausibly stated a due process claim based on an alleged failure to comply with a CFPB resolution process.
6. Whether defendants were entitled to sanctions, including a prefiling screening procedure, under Federal Rule of Civil Procedure 11 and 28 U.S.C. § 1651.

HOLDINGS

1. The complaint failed to state a plausible RESPA claim because it did not adequately identify a qualified written request, when it was sent, what information it requested, or what response was provided.
2. The complaint failed to state a plausible FDCPA claim because it did not allege facts establishing the elements of an FDCPA violation or identify the statutory provision allegedly violated.
3. The complaint failed to state a TILA claim against the defendants because the alleged loan servicer was not alleged to be the original creditor or an assignee liable under TILA.
4. The complaint failed to state a plausible breach of contract claim because it did not identify the contract allegedly breached or explain how defendants breached it.
5. The complaint failed to state a plausible due process claim based on defendants' alleged failure to adhere to a CFPB resolution process.
6. The court denied defendants' motion for sanctions and declined to impose a prefiling screening procedure.

KEY QUOTATIONS

> *"But these general allegations neither sufficiently identify the qualified written request ("QWR"), pursuant to 12 U.S.C. § 2605(e), nor state when that alleged QWR was sent, the information that was requested, or the information provided in the response."* (Section IV.A.1)

> *"The only parties who can be liable for [TILA] violations are the original creditor and assignees of that creditor."* (Section IV.A.3)

> *“While the Court appreciates the Defendants’ concern regarding the Plaintiff’s numerous filings in this Court related to the foreclosure sale of the Property, the Court is satisfied that the dismissal of the complaint with prejudice is the appropriate remedy to address the conduct at this time.”* (Section IV.B)

FACTUAL BACKGROUND

Davis was the former owner of property in Baltimore County, Maryland, that was sold in a foreclosure action on December 19, 2019. After bankruptcy-court relief from the automatic stay and ratification of the foreclosure sale, Davis was evicted from the property on June 10, 2022. He alleged that Freedom Mortgage acknowledged mortgage-servicing errors, promised to prepare loan-modification documents, continued to provide allegedly false statements about amounts owed, failed to send monthly statements, and nevertheless pursued the eviction.

PROCEDURAL HISTORY

Davis filed the action on April 11, 2023. After the motions were fully briefed, the District of Maryland granted the motion to dismiss, denied the motion for sanctions, and dismissed the complaint with prejudice. The court declined to resolve dismissal primarily on res judicata or collateral-estoppel grounds and instead dismissed for failure to state cognizable claims.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Nemet Chevrolet, Ltd. v. Consumeraffairs.com, Inc., 591 F.3d 250, 253, 255 (4th Cir. 2010)
- Lambeth v. Bd. of Comm'rs of Davidson Cnty., 407 F.3d 266, 268 (4th Cir. 2005)
- GE Inv. Priv. Placement Partners II, L.P. v. Parker, 247 F.3d 543, 548 (4th Cir. 2001)
- H.J. Inc. v. Nw. Bell Tel. Co., 492 U.S. 229, 249-50 (1989)
- Hughes v. Rowe, 449 U.S. 5, 9-10 (1980)
- Weller v. Dep't of Soc. Servs., 901 F.2d 387, 391 (4th Cir. 1990)
- Beaudett v. City of Hampton, 775 F.2d 1274, 1278 (4th Cir. 1985)
- Bell v. Bank of Am., N.A., No. 13-478, 2013 WL 6528966, at *1 (D. Md. Dec. 11, 2013)
- Schaefgen v. O'Sullivan, No. 14-2992, 2015 WL 4572238, at *4 (D. Md. July 28, 2015)
- Glover v. Loan Sci., LLC, No. 19-01880, 2020 WL 3960623, at *3 (D. Md. July 13, 2020)
- Mourning v. Family Publications Serv., Inc., 411 U.S. 356, 364-65 (1973)
- Sizer v. Oshinnaiye, No. 19-569, 2020 WL 263493, at *12 (D. Md. Jan. 17, 2020)
- Davis v. Wilmington Fin., Inc., No. 09-1505, 2010 WL 1375363, at *4 (D. Md. Mar. 26, 2010)
- Ohio Valley Envtl. Coal. v. Aracoma Coal Co., 556 F.3d 177, 210 (4th Cir. 2009)
- Aliff v. Joy Mfg. Co., 914 F.2d 39, 43 (4th Cir. 1990)

- Benjamin Davis, III v. Freedom Mortgage Corp., et al., Case No. 22-cv-00342, ECF No. 41 at 6-9 (D. Md. July 20, 2022)
