

NATIONSTAR MORTGAGE, LLC

v.

PAMELA C. JONES et al.

Submitted on Briefs April 19, 2023
Decided May 2, 2023

Panel: STANFILL, C.J., and MEAD, HORTON, CONNORS, and LAWRENCE, JJ.

MEMORANDUM OF DECISION

Pamela C. Jones timely appeals from a judgment¹ of the Superior Court (York County, *Douglas, J.*) that denied her motion to dismiss for lack of standing; denied her motion for judgment as a matter of law; granted Nationstar Mortgage, LLC's motion to amend its complaint for foreclosure; and ordered judgment in favor of Nationstar on its complaint for foreclosure after a bench trial. *See* 14 M.R.S. § 1851 (2023); M.R. App. P. 2B(c)(1).

¹ At the time the trial court entered its order, there was a pending counterclaim. The counterclaim was thereafter dismissed, which purported to make the order a final judgment. However, the order is not a proper judgment of foreclosure as it does not properly state the relief granted in accordance with 14 M.R.S. § 6322 (2023). Although "we normally dismiss appeals lacking an effective entry of judgment," we conclude that the court's intentions and reasoning were clear in this case. *Estate of Libby*, 2018 ME 1, ¶ 11, 176 A.3d 1287. "When, as here, the issue is clearly presented and neither party has questioned the sufficiency of the court's order, we determine that judicial economy is best served by affirming the court's clear intention." *Id.* (quotation marks omitted). Thus, while we affirm the court's order of foreclosure, we direct the court to enter an appropriate judgment on remand. *See id.*

The Superior Court did not abuse its discretion when it allowed Nationstar to amend its complaint to state that it was the holder of the note owned by EverBank because (1) the issue of who owned the note was already in dispute; (2) Jones had notice before trial that Nationstar was the holder, not the owner, of the note; and (3) Nationstar's standing with regard to the note was a determinative factor in the case. *See* M.R. Civ. P. 15(b); *Mut. Fire Ins. Co. v. Richardson*, 640 A.2d 205, 207-208 (Me. 1994); *Grant v. Warren Bros.*, 405 A.2d 213, 220-21 (Me. 1979); *Bank of Am., N.A. v. Greenleaf*, 2014 ME 89, ¶¶ 9-11, 96 A.3d 700.

In addition, contrary to Jones's assertions, the court did not err in holding that Nationstar met both elements of standing because competent record evidence shows that Nationstar is (1) the holder of the note and (2) the owner of the mortgage. *See Beal Bank USA v. New Century Mortg. Corp.*, 2019 ME 150, ¶ 9, 217 A.3d 731; *Greenleaf*, 2014 ME 89, ¶¶ 10-12, 96 A.3d 700; *JPMorgan Chase Bank, N.A. v. Lowell*, 2017 ME 32, ¶ 2 n.2, 156 A.3d 727 (noting that the plaintiff owned the mortgage for standing purposes because the company that the original lender merged with quitclaimed the mortgage to it).

The entry is:

Order for foreclosure affirmed. Remanded with direction that the court order final entry of a judgment of foreclosure in accordance with 14 M.R.S. § 6322 and that the clerk enter the judgment on the docket accordingly.

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Sonia J. Buck, Esq., Brock and Scott, PLLC, Pawtucket, Rhode Island, for appellee Nationstar Mortgage, LLC