

United States Court of Appeals For the First Circuit

No. 25-1034

U.S. BANK TRUST, N.A., as Trustee for LSF9 Master Participation
Trust,

Plaintiff, Appellant,

v.

JACKIE L. BOWDEN; RICHARD I. BOWDEN,

Defendants, Appellees.

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

[Hon. Stacey D. Neumann, U.S. District Judge]

Before

Montecalvo, Lipez, and Kayatta,
Circuit Judges.

Reneau J. Longoria, with whom Brian C. Linehan and Doonan,
Graves & Longoria, LLC, were on brief, for appellant.

John Z. Steed, with whom Island Justice, LLC, were on brief,
for appellees.

October 26, 2026

MONTECALVO, Circuit Judge. Under Maine's foreclosure statute, a mortgage lender may not foreclose for nonpayment on a mortgagor's primary home unless it first serves a notice on the mortgagor containing key information about the loan, such as exactly how much the mortgagor must pay to avoid foreclosure. Here, we apply that statute to a rather unusual set of facts. After a compounding series of errors -- including incorrect descriptions of the property repeated in multiple mortgages, failure to include both spouses as parties to the mortgage, and multiple prior suits for foreclosure and other relief -- the mortgage went unpaid for over a decade and was allowed to mature before any foreclosure occurred. Now, the lender is attempting to foreclose once and for all.

But, faced with a potentially defective notice, we must decide whether a statutory notice must be sent (1) when a mortgage loan has fully matured; (2) to a spouse whose property interest has been judicially determined to be subject to the mortgage but who did not sign the note itself; and (3) when a prior foreclosure judgment was entered against the signing spouse but not the non-signing spouse. As we explain below, we find that notice is required in all three instances and conclude that the district court properly granted summary judgment for the non-signing spouse because the notice that was sent here did not comply with statutory requirements. Accordingly, we affirm the district court's order.

I. Statutory Background

Generally, when a mortgagor fails to make contractually required mortgage payments, the mortgage lender may exercise its contractual right to accelerate the entire balance of the loan, rendering it due immediately rather than in installments, and may bring a foreclosure action to enforce the mortgage.

In Maine, such acceleration and enforcement-by-foreclosure are governed in part by title 14, section 6111 of the Maine Revised Statutes.¹ Me. Rev. Stat. Ann. tit. 14, § 6111(1) (2026). Section 6111 prohibits a mortgage lender from "accelerat[ing] maturity of the unpaid balance of the obligation or otherwise enforc[ing] the mortgage because of a default consisting of the mortgagor's failure to make any required payment" until thirty-five days after the lender has given a notice containing certain information. Id.

Among other things, section 6111 requires that the notice inform the mortgagor that they "ha[ve] the right to cure the default by full payment of all amounts that are due without acceleration" and that payment by the date specified in the notice means that "the mortgagor is restored to all rights under the

¹ That section applies only to "mortgages upon residential property located in [Maine] when the mortgagor is occupying all or a portion of the property as the mortgagor's primary residence" and only when the loan is "for personal, family or household use." Me. Rev. Stat. Ann. tit. 14, § 6111(1). No one disputes that those preconditions are met here.

mortgage deed as though the default had not occurred." Id. The notice must also include, among other things, an "itemization of all past due amounts causing the loan to be in default and the total amount due to cure the default" and an "itemization of any other charges that must be paid" to cure that default. Id. § 6111(1-A)(B)-(C).

II. Factual Background²

In 1983, Jackie and Richard Bowden³ bought "Lot 11" of a subdivided parcel in Blue Hill, Maine. They married and built a house on Lot 11, moving in when the work was done in November 1986. This house, along with the upper section of the original Lot 11 on which it sits, is now known as 30 Phoenix Lane.

In 2005, Richard alone obtained a \$125,000 mortgage note through Taylor, Bean & Whitaker Mortgage Corporation ("Taylor, Bean & Whitaker"), the first predecessor in interest to appellant U.S. Bank Trust, N.A. ("U.S. Bank"), secured by a mortgage on the 30 Phoenix Lane property (the "2005 Mortgage"). This money was used, in part, to satisfy a prior mortgage obligation the Bowdens had incurred in 2003 (the "2003 Mortgage").

² These facts are drawn from the parties' Stipulated Joint Statement of Material Facts for Summary Judgment and the district court's order.

³ Because these individuals share the same surname, we follow the parties' briefs and refer to them by their first names for clarity.

Jackie and Richard subsequently divorced, and, as part of their 2010 divorce decree, Richard relinquished any interest in the upper section of Lot 11 to Jackie by a quitclaim deed. Richard then filed for bankruptcy.

Meanwhile, Taylor, Bean & Whitaker assigned its interest in the 2005 Mortgage to Ocwen Loan Servicing, LLC ("Ocwen Loan"), in 2010. Two years later, Ocwen Loan obtained a foreclosure judgment against Richard only (the "2012 Foreclosure Judgment"). Though Jackie was initially named a party to that foreclosure suit, she was dismissed by consent before the case was resolved. The 2012 Foreclosure Judgment memorialized the following sums due as of June 5, 2011, with "[a]ddditional interest . . . accruing at a rate of \$12.86 per day":

Principal	\$93,845.77
Accrued Interest	\$7,144.86
Escrow Advance	\$2,903.23
Late Charges	\$205.92
Property Inspection Fees	\$84.00
Title Report Fee	\$300.00
Prior Bankruptcy Costs and Fees	\$775.00
Attorney's Fees and Costs	\$1,999.58
TOTAL	\$107,258.36

That same year, Jackie responded with her own suit in state court. She sought a declaratory judgment that the 2012 Foreclosure Judgment had no effect because she owned the entire upper section of Lot 11 unencumbered by any mortgage and because Ocwen Loan had foreclosed upon a piece of property that neither

she nor Richard owned.⁴ In 2014, following a trial, a Maine court rejected both of Jackie's claims (the "2014 Declaratory Judgment"). The court found that Jackie was not personally responsible for the underlying debt because she had never signed the 2005 Mortgage. But the court also concluded that Jackie knew about the 2005 Mortgage and knew the proceeds would be used to satisfy the earlier 2003 Mortgage, which she had signed. The court reasoned that, despite the inaccurate property descriptions in the 2003 and 2005 Mortgages, all parties involved understood that both mortgages were intended to be secured by 30 Phoenix Lane (the upper section of Lot 11). So, in a 2014 judgment, the Maine court concluded that Jackie "did indeed have an interest in the property being foreclosed upon," but her interest was subject to the 2005 Mortgage.

A few months later, Ocwen Loan assigned its interest in the 2005 Mortgage to Nationstar Mortgage LLC, which in turn assigned it to U.S. Bank in 2019. About a year later, the 2005 Mortgage matured. No payments had been made on the note since 2010, and none have been made to date.

⁴ The 2003 and 2005 Mortgages both contained errors in their descriptions of the property in question. Instead of referring to the upper section of Lot 11 where the Bowdens lived, the Mortgages referred to a different parcel Richard had previously owned. Further complicating matters, the Bowdens had conveyed that other parcel to third parties years before either Mortgage was obtained.

In May 2021, U.S. Bank sent Jackie and Richard a section 6111 notice, as required by Maine law before a foreclosure may begin (the "2021 Section 6111 Notice"). The notice purported to provide "[a]n itemization of all past due amounts, including, but not limited to, reasonable interest and late charges, attorney's fees and other reasonable fees and costs, causing the loan to be in default," which it broke down into the following categories:

Payments	\$94,051.69
Interest	\$59,831.66
Escrow Advance	\$33,444.23
Recoverable Balance	\$2,143.68
TOTAL TO CURE DEFAULT	\$189,471.26

All agree that the "Payments" category label should have said "Principal" and that the principal amount set out in the 2021 Section 6111 Notice was \$205.92 greater than that in the 2012 Foreclosure Judgment. The parties stipulated that this \$205.92 figure was itemized in the 2012 Foreclosure Judgment as "Late Charges" but was included in the principal amount by the time of the 2021 Section 6111 Notice "as it had been moved to princip[al] as a deferment (non-interest-bearing amount) by the prior [loan] servicer." The parties also stipulated that the "Recoverable Balance" amount of \$2,143.68 was comprised of a "transferred balance" carried over from a different prior servicer, plus \$550 in attorney's fees and \$40 in property inspection fees. And finally, the parties agreed that the "Escrow Advances" figure

represented amounts that U.S. Bank and its predecessors paid to cover property taxes and insurance.

Three months later, U.S. Bank sued Jackie and Richard for foreclosure in federal district court. After mediation failed, the parties cross-moved for summary judgment. As relevant to this appeal, U.S. Bank contended that Jackie was not entitled to section 6111's protections for three reasons: (1) she was not a "mortgagor" as defined in the statute; (2) the 2012 Foreclosure Judgment in favor of U.S. Bank's predecessor implicitly established that all the elements for a foreclosure had been met, including any section 6111 requirements, so Jackie was collaterally estopped from challenging the notice now; and (3) section 6111 does not apply to mature loans like the 2005 Mortgage. And, U.S. Bank argued, even if a section 6111 notice was required, the bank sent one with all the necessary information. Jackie, on the other hand, argued that the instant notice was deficient under the statute. The district court rejected all of U.S. Bank's arguments and granted summary judgment in favor of Jackie due to the non-compliant notice.⁵ U.S. Bank Tr., N.A. as Tr. for LSF9 Master Participation Tr. v. Bowden, No. 1:21-CV-

⁵ The district court granted summary judgment as to Richard as well, concluding that the 2012 Foreclosure Judgment precluded U.S. Bank from pursuing a second foreclosure claim against him. U.S. Bank does not challenge this holding on appeal.

00214, 2024 WL 5159139, at *7 (D. Me. Dec. 18, 2024). U.S. Bank timely appealed.

III. Standard of Review

We review a district court's grant of summary judgment de novo. John B. Cruz Constr. Co. v. Beacon Cmtys. Corp., 169 F.4th 89, 95 (1st Cir. 2026).

IV. Analysis

U.S. Bank's arguments can be divided into three categories. First, U.S. Bank maintains that Jackie was not entitled to a section 6111 notice and, second, that, even if she was, U.S. Bank's 2021 Section 6111 Notice complied with the statute. U.S. Bank's third argument contends that, even if the first two issues were correctly decided in Jackie's favor, the district court still erred by entering a judgment in her favor instead of dismissing the case without prejudice.

We begin with the validity of the 2021 Section 6111 Notice, because if that notice complied with the law, we need go no further.

A. Whether the 2021 Section 6111 Notice Was Deficient

At the outset, we note that the district court, citing our precedent holding that a party's failure to develop its argument on appeal is deemed waived, found that U.S. Bank waived any arguments about the level of itemization required under section 6111. The court then went on to hold that, regardless of

waiver, the 2021 Section 6111 Notice was defective, partly due to its lack of disaggregation. Now, on appeal, the parties dispute what standard of review should apply to waived arguments.

But a failure to timely raise an argument at the district court level constitutes forfeiture rather than waiver. See Triantos v. Guaetta & Benson, LLC, 91 F.4th 556, 563 (1st Cir. 2024). This is an important distinction because waived arguments cannot be reviewed on appeal. Mullane v. U.S. Dep't of Just., 113 F.4th 123, 132 (1st Cir. 2024). On the other hand, we can review forfeited arguments for plain error, but it is an "extremely demanding" standard. Chestnut v. City of Lowell, 305 F.3d 18, 20 (1st Cir. 2002) (en banc) (per curiam) ("[I]n this circuit, it is rare indeed for a panel to find plain error in a civil case.").

Here, no matter the standard, U.S. Bank's argument that the 2021 Section 6111 Notice complied with the law fails. U.S. Bank focuses its argument only on whether the Notice was sufficiently itemized, instead of addressing the more obvious problem: The Notice mistakenly labeled what should have reflected the principal amount due as "Payments" rather than "Principal." Section 6111 notices must conform precisely to every statutory requirement because "strict compliance" is an "essential element of foreclosure." J.P. Morgan Mortg. Acquisition Corp. v. Moulton, 2024 ME 13, ¶ 11, 314 A.3d 134, 137, recon. denied and rev'd (Mar. 19, 2024); see also Me. Rev. Stat. Ann. tit. 14, § 6321 (requiring

mortgage lenders to "certify and provide evidence" that section 6111's notice requirements "were strictly performed" when commencing a civil action for foreclosure). Indeed, even a "single typographical error" can render a section 6111 notice defective. Finch v. U.S. Bank, N.A., 2024 ME 2, ¶ 46, 307 A.3d 1049, 1067; see also JPMorgan Chase Bank, N.A. v. Lowell, 2017 ME 32, ¶ 13, 156 A.3d 727, 732 (explaining that the section 6111 notice requirement "is strictly enforced"). Mislabeling what was owed ("Principal") as what was paid ("Payments") is more than a simple typographical error. So, whatever the precise degree of granularity in itemization the statute calls for, we think the 2021 Section 6111 Notice fell short by any measure.

B. Whether Jackie Was Entitled to a Section 6111 Notice

Although we find that the 2021 Section 6111 Notice was deficient, U.S. Bank may still prevail if we agree that Jackie was not entitled to a notice in the first place. U.S. Bank's primary argument is that section 6111 does not apply to mortgage loans that have "matured," that is, loans that have reached the date at which the note becomes fully payable. See Maturity, Black's Law Dictionary (12th ed. 2024). U.S. Bank also argues that no notice is required because Jackie was not a signatory to the mortgage. And, finally, U.S. Bank argues that all the elements of foreclosure were satisfied in the 2012 foreclosure action against Richard, including the requirement to serve a compliant section 6111

notice, so Jackie is precluded from relitigating those issues now. On the other hand, Jackie responds that excluding mature loans from section 6111's purview is contradictory to the statute's purpose, that she was entitled to notice because the 2014 Declaratory Judgment established her status as a mortgagor, and that the 2012 foreclosure action had no preclusive effect on her since the resulting 2012 Foreclosure Judgment was only against Richard. We address each argument in turn.

1. Whether Section 6111 Applies to Mature Loans

U.S. Bank contends that, once a loan has matured, there is no need to accelerate the unpaid balance and no way to "cure" the default beyond full payment, and so section 6111 does not apply at all. Because this is an unusual factual circumstance and there appears to be no caselaw on point, the parties' arguments and the district court's decision focus on statutory construction. In particular, the parties, and the district court, focused on the rule against surplusage -- our obligation to construe statutes "in a way that 'no clause, sentence, or word shall be superfluous, void, or insignificant.'" Consumer Data Indus. Ass'n v. Frey, 26 F.4th 1, 7 (1st Cir. 2022) (quoting Duncan v. Walker, 533 U.S. 167, 174 (2001)).⁶

⁶ U.S. Bank points to one unpublished decision in which the Maine Law Court explained that, because a loan "was already mature and payment on the entire note was overdue," it was "irrelevant whether [the mortgage lender] waived the right of acceleration."

Recall that section 6111 states that, in the event of a mortgagor's default, a mortgage lender "may not accelerate maturity of the unpaid balance of the obligation or otherwise enforce the mortgage" until the lender complies with the statute's notice requirements. If, however, the "mortgagor tenders payment of the amounts before the date specified in the notice, the mortgagor is restored to all rights under the mortgage deed as though the default had not occurred." Me. Rev. Stat. Ann. tit. 14, § 6111(1). U.S. Bank focuses heavily on two parts of the statute: (1) the prohibition on "accelerat[ing] maturity of the unpaid balance" without serving a notice, and (2) the statutory language allowing a mortgagor to cure their default to restore "all rights under the mortgage deed," such as the right to make monthly payments. As for the first, U.S. Bank argues that the language reveals that the purpose of section 6111 is to protect mortgagors whose loans have not matured and must be accelerated before foreclosure. As for the second, U.S. Bank claims that extending section 6111 to mature loans would render this language surplusage and lead to an "absurd result of restoring the rights

Tibbetts v. Bessey, No. BCD-14-481, 2015 WL 14094375, at *1 (Me. Oct. 6, 2015). But this only states the noncontroversial point that no acceleration is required when a mortgage is mature and says nothing about the obligation to serve a compliant section 6111 notice.

under the mortgage contract when the borrower has no continuing obligations thereunder."

The district court rejected this argument, explaining that U.S. Bank's reading would render meaningless section 6111's further requirement that, without serving a notice, a lender may not "otherwise enforce the mortgage." Instead, the district court interpreted this language to cover foreclosures (like this one) where acceleration is not required.

U.S. Bank now argues, without further explanation or citation to authority, that this "otherwise enforce" language "is not tied to mature mortgage loans" and provides examples of ways a mortgage might be enforced beyond foreclosure. And U.S. Bank repeats the contention it made below that the surplusage argument cuts in its favor. According to U.S. Bank, because a mortgagor whose loan has matured has no remaining rights to be restored, there is no possibility of "curing" a default in a matured loan. And thus, Jackie's reading would render surplusage the "statutory language providing for the restoration of the rights under the mortgage contract."

We are not persuaded. As to the first point, it is unclear what U.S. Bank means when it says that the prohibition on "otherwise enforc[ing]" a mortgage without a compliant notice is "not tied to mature mortgage loans." While it points to several ways a mortgage might be enforced beyond foreclosure, U.S. Bank

does not dispute that a suit for foreclosure is a means of "enforcing" the mortgage whether a loan is mature or not. U.S. Bank's argument also ignores the words that follow the "otherwise enforcing" language: "by any method authorized by this chapter." Me. Rev. Stat. Ann. tit. 14, § 6111(1) (emphasis added). Section 6111 resides within chapter 713, which is titled "Miscellaneous Provisions Relating to Foreclosure of Real Property Mortgages" and deals only with foreclosure, not the assignment of leases and rents or any of the other hypothetical means of enforcement that U.S. Bank posits. See generally Me. Rev. Stat. Ann. tit. 14, §§ 6101-6327. This further bolsters the district court's conclusion -- and ours -- that, as used here, "otherwise enforc[ing] the mortgage" means, or at the very least includes, enforcing through foreclosure even when acceleration is not required.

Second, we are unconvinced by U.S. Bank's argument that the district court's interpretation renders superfluous the statutory language about the restoration of a mortgagor's rights in the event of timely payment after a notice. U.S. Bank's argument is based on a restrictive reading in which the phrase "rights under the mortgage" refers only to the right to make monthly payments.

U.S. Bank is correct that there is no right to resume monthly payments once a loan has matured and the statute does not

specifically discuss any such right. Instead, the statute refers to "all rights under the mortgage deed." Me. Rev. Stat. Ann. tit. 14, § 6111(1). As Jackie points out, the 2005 Mortgage does not limit the mortgagor's rights to merely making monthly payments. Among other things, it also obligates the lender to discharge the mortgage upon full payment.

Consider a hypothetical mortgagor whose loan has matured, but who tenders full payment upon receiving a section 6111 notice. If the lender refused to discharge the mortgage, we would expect the mortgagor to sue on a theory that the lender had violated its contractual obligation to discharge the mortgage upon full payment.⁷ And contrary to U.S. Bank's argument, even though a mortgagor whose mortgage has matured cannot be restored to making monthly payments, they still retain rights under the mortgage; so, the restoration of rights language is not superfluous under the district court's reading.⁸

⁷ To be sure, even absent this contractual right, all mortgagors in Maine enjoy the equitable "right of redemption . . . incident to a mortgage," that is the equitable right to a discharge of the mortgage by full satisfaction. Seaman v. Seaman, 477 A.2d 734, 736 (Me. 1984); see also Me. Rev. Stat. Ann. tit. 14, § 6304 ("When the amount due on a mortgage has been paid . . . by the mortgagor . . . , [s]he may bring a civil action for the redemption of the mortgaged premises").

⁸ Because the plain language of the statute supports the district court's reading, we decline to delve into the statute's legislative history. See City of Providence v. Barr, 954 F.3d 23, 31-32 (1st Cir. 2020) (explaining that "legislative history . . . carr[ies] significant weight only when the text is ambiguous or its plain meaning leads to an absurd result"). And because we are

Finally, we add one further point. As courts have recognized, the policy interest underlying section 6111 "is not difficult to divine." Fed. Nat'l Mortg. Ass'n v. Wilson, No. 2:18-CV-00366, 2019 WL 1915618, at *3 (D. Me. Apr. 30, 2019). Mortgagors are entitled to know precisely what their mortgage lender contends they owe, so that they may be sure the interest and other charges claimed are accurate and permissible, before the harsh remedy of foreclosure is imposed on them. U.S. Bank does not explain why this same logic does not apply with equal force in the context of matured loans.

For all these reasons, we agree with the district court that section 6111 provides no exception for mature loans.

2. Whether Jackie Is a "Mortgagor"

U.S. Bank next argues that section 6111 only protects "mortgagors" and, because Jackie was not a "mortgagor," she was never entitled to receive a notice. U.S. Bank is correct that, throughout, section 6111 frames its protections as applying to "the mortgagor." By U.S. Bank's reading of that phrase, "a person must sign the Note" in question to be a "mortgagor" who is entitled to statutory protections. And because Jackie never signed the

especially loath to ascribe significant meaning to "post-enactment legislative history," we do not address the parties' arguments about the import of subsequently rejected proposed amendments to section 6111. Bruesewitz v. Wyeth LLC, 562 U.S. 223, 242 (2011). Nor do we reach U.S. Bank's argument about how matured loan obligations are treated in the federal bankruptcy context.

2005 Mortgage or note and was never personally obligated to pay back the loan, U.S. Bank contends it was not required to serve a section 6111 notice on her before it foreclosed.

The district court rejected this argument. It concluded that the 2014 Declaratory Judgment had found that Jackie "mortgaged her interest" in the property, making Jackie a "mortgagor" within the plain meaning of that term -- one "who mortgages property."

To resist this conclusion, U.S. Bank cites Bordetsky v. JAK Realty Trust, 2017 ME 42, ¶ 10, 157 A.3d 233, 238, for the proposition that "the note is the document that memorializes the loan" and that section 6111 thus does not apply because Jackie never signed the Note. And, U.S. Bank contends, because Jackie never signed the mortgage and is not a party to it, there are no "rights" to restore her to. But as Jackie points out, that case considered whether a mortgage was residential or commercial in nature, not whether a person whose interest the note affected, but who had not signed it, was a mortgagor. See id. U.S. Bank further insists that the district court "erred in turning to a dictionary definition of 'mortgagor'" but does not explain why this was an error given the lack of a statutory definition and the paucity of available caselaw.

Considering the unique factual and procedural background of this case, we conclude that Jackie was a "mortgagor" entitled to receive section 6111 notice. In the action that produced the

2014 Declaratory Judgment, U.S. Bank's predecessor in interest argued that Jackie had mortgaged her interest in the property even though she never signed the loan because she knew about and benefited from the mortgage. The Maine state court there agreed and concluded that Jackie's interest in the property was subject to the mortgage. The 2014 Declaratory Judgment explained that Jackie "ha[d] an interest in the property," that U.S. Bank's predecessor "ha[d] a mortgage interest in [Jackie's] property located at 30 Phoenix Lane," and that Richard's "discharge in bankruptcy did not extinguish the mortgage or otherwise affect [Jackie's] financial obligations." Jackie had mortgaged her interest in the property and, as that court explained, adopted the concomitant "financial obligations." Cf. Me. Rev. Stat. Ann. tit. 14, § 6321 (including "mortgagors" in defining "[p]arties in interest").

In finding Jackie to be a mortgagor, we note that our holding is not so broad as to transform any non-signatory with "a mortgage interest" into a mortgagor. But as Jackie argues, and U.S. Bank conceded at oral argument, the 2014 Declaratory Judgment created an equitable mortgage here. Based on these particular facts, it is hard to understand what Jackie could be if not a "mortgagor."

3. Whether Jackie Is Collaterally Estopped from Challenging the 2021 Section 6111 Notice

U.S. Bank also argues that the district court erred in rejecting its offensive collateral estoppel argument. According to U.S. Bank, because "the predecessor to U.S. Bank established each of the elements necessary to demonstrate a valid foreclosure," including the service of a compliant section 6111 notice, and obtained an in rem foreclosure judgment, Jackie is estopped from arguing otherwise. As U.S. Bank puts it, "[i]f Jackie wanted to fight the initial in rem foreclosure . . . she should have stayed in the case."

But although U.S. Bank insists that Jackie's interest was foreclosed by the 2012 Foreclosure Judgment, Jackie correctly points out that she was dismissed from the 2012 foreclosure action, with her consent, by U.S. Bank's predecessor in interest before the 2012 Foreclosure Judgment issued. And, as the district court explained, even in an in rem foreclosure action, "any mortgagor or successor in interest who can be named as a party and parties in interest must still be named." KeyBank Nat'l Ass'n v. Keniston, 2023 ME 38, ¶ 16, 298 A.3d 800, 805. Here, U.S. Bank's predecessor in interest's "failure to include" Jackie in the prior action through a final judgment means her interest was not foreclosed by the 2012 Foreclosure Judgment, even if her interest in the property was later determined to be subject to the mortgage. See U.S. Dep't

of Hous. & Urb. Dev. v. Union Mortg. Co., 661 A.2d 163, 166 (Me. 1995) ("By RCR's failure to include Union as a party in interest to the original foreclosure action, Union's interest was not foreclosed."). U.S. Bank points to no case in which a party's interest was found to have been retroactively foreclosed in the manner it advocates for now.

Accordingly, we find that the district court correctly concluded that Jackie's entitlement to a section 6111 notice was not resolved in the prior suit because the state court's judgment foreclosing Richard's interest -- a decade ago in a different foreclosure action -- has no preclusive effect here.

C. Whether the District Court Erred by Entering Judgment for Jackie

Finally, U.S. Bank argues that even if it was required to serve a section 6111 notice and that the notice it did serve was deficient, the district court erred when it entered judgment in Jackie's favor. Instead, it says, the district court should have dismissed the foreclosure action without prejudice, allowing U.S. Bank to serve a compliant notice and try again.

This approach finds support in the Law Court's recent decision in Finch, 2024 ME 2, 307 A.3d 1049. Before Finch, when a foreclosure action was dismissed due to a noncompliant section 6111 notice, any future claim premised on the mortgage was claim-precluded, and so the entire mortgage was no longer

enforceable. See Pushard v. Bank of Am., N.A., 2017 ME 230, ¶¶ 35-36, 175 A.3d 103, 116, overruled by Finch, 2024 ME 2, 307 A.3d 1049; Fed. Nat'l Mortg. Ass'n v. Deschaine, 2017 ME 190, ¶ 37, 170 A.3d 230, 242-43, abrogated by Finch, 2024 ME 2, 307 A.3d 1049. But in Finch, the Law Court rejected those precedents and reversed course. It explained that because a lender may not accelerate the balance of a mortgage until it serves a valid section 6111 notice, the entire balance of a mortgage is not "in issue" in a foreclosure action premised on a defective notice. Finch, 2024 ME 2, ¶¶ 23, 51, 307 A.3d at 1059, 1069 (quoting Pushard, 2017 ME 230, ¶ 35, 175 A.3d at 116). Accordingly, a defective section 6111 notice should result in a dismissal without prejudice, rather than a judgment for the mortgagor. Id. ¶ 51, 307 A.3d at 1059.

But during the pendency of this suit, the Governor of Maine signed Public Law 667, titled "An Act to Clarify the Application of Finch v. U.S. Bank, N.A." Me. Pub. L. 2026, ch. 677, § 1 (codified at Me. Rev. Stat. Ann. tit. 14, § 6111(1-B)). Public Law 667 amended section 6111 to clarify that "[t]he holding in the case of Finch v. U.S. Bank, N.A., 2024 Me. 2[,] may not be applied to any cause of action arising prior to January 11, 2024." As we have observed, the cause of action here arose in 2021 when U.S. Bank sued to foreclose on the property. Because Maine's legislature has amended section 6111 to bar Finch from applying retroactively, we find that the district court's entry of judgment

in Jackie's favor was proper. See Pushard, 2017 ME 230, ¶ 36, 175 A.3d at 116.

V. Conclusion

For all these reasons, the district court's judgment is **affirmed**.