

UNPUBLISHED

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

No. 14-1141

RICHARD CASTLE, in his capacity as Personal Representative  
for the Estate of Jane Mary Castle,

Plaintiff - Appellant,

and

JANE M. CASTLE,

Plaintiff,

v.

CAPITAL ONE, NATIONAL ASSOCIATION,

Defendant - Appellee.

Appeal from the United States District Court for the District of  
Maryland, at Baltimore. William M. Nickerson, Senior District  
Judge. (1:13-cv-01830-WMN)

Argued: January 27, 2015

Decided: February 10, 2015

Before WILKINSON, KING, and DUNCAN, Circuit Judges.

Affirmed by unpublished per curiam opinion.

**ARGUED:** Scott Craig Borison, LEGG LAW FIRM LLC, San Mateo,  
California, for Appellant. Robert A. Scott, BALLARD SPAHR LLP,  
Baltimore, Maryland, for Appellee. **ON BRIEF:** Phillip Robinson,  
CONSUMER LAW CENTER LLC, Silver Spring, Maryland, for Appellant.

Martin C. Bryce, Jr., BALLARD SPAHR LLP, Philadelphia,  
Pennsylvania, for Appellee.

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Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

By this appeal, Richard Castle — as personal representative for his deceased mother Jane M. Castle — seeks relief from the dismissal of his complaint in the District of Maryland. Castle alleged, inter alia, that defendant Capital One, N.A., as mortgage lender, purchased excessive and otherwise flawed “force-placed insurance” on his mother’s mortgaged real estate, in contravention of Maryland consumer fraud statutes.\* Castle maintained that he was entitled to class certification, plus declaratory, injunctive, and monetary relief. Having carefully assessed the record and the thoughtful opinion of the district court, as well as the written submissions and arguments of counsel, we are content to affirm the judgment. See Castle v. Capital One, N.A., No. 1:13-cv-01830 (D. Md. Jan. 15, 2014), ECF No. 17.

AFFIRMED

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\* Force-placed insurance — sometimes called “lender-placed” or “creditor-placed” insurance — is generally described as homeowner’s insurance placed by a mortgage lender on a mortgaged residential property when the debtor’s homeowner’s coverage has lapsed. See Cohen v. Am. Sec. Ins. Co., 735 F.3d 601, 603 (7th Cir. 2013).