

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
MISSISSIPPI, EASTERN DIVISION

Osborne v. Rocket Mortgage, LLC and AMROCK, LLC

Osborne v. Rocket Mortgage, LLC, No. 2:24-cv-101-TBM-RPM (S.D. Miss. Feb. 11, 2026) · No. No. 2:24-cv-101-TBM-RPM · Decided February 11, 2026

SUMMARY

The United States District Court for the Southern District of Mississippi denied Jackie Osborne’s emergency motion for a writ of supersedeas and stay of judgment pending appeal. The court held that the judgment dismissing Osborne’s claims with prejudice was not a money judgment subject to an automatic stay and that she failed to satisfy the factors for a discretionary stay of a nonmonetary judgment. The court concluded that Osborne had not shown a substantial likelihood of success on the merits or a substantial threat of irreparable harm.

CASE DETAILS

COURT	United States District Court for the Southern District of Mississippi, Eastern Division
JURISDICTION	United States District Court for the Southern District of Mississippi, Eastern Division
DECIDED	February 11, 2026
DOCKET	No. 2:24-cv-101-TBM-RPM
DISPOSITION	writ_denied
PROCEDURAL POSTURE	Osborne appealed the dismissal of her claims and denial of relief from judgment, then moved under Federal Rule of Civil Procedure 62, Federal Rule of Appellate Procedure 8(a), and 28 U.S.C. § 1651(a) for a writ of supersedeas and a stay of judgment pending appeal.
STANDARD OF REVIEW	Discretionary stay pending appeal reviewed under the four-factor standard: likelihood of success on the merits, irreparable injury absent a stay, substantial injury to other interested parties, and the public interest.
PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only
PARTIES	Jackie Osborne v. Rocket Mortgage, LLC, AMROCK, LLC

TOPICS

appellate procedure

injunctions

remedies

civil procedure

real estate

PRACTICE AREAS

civil procedure

appellate procedure

real estate remedies

QUESTIONS PRESENTED

1. Whether Osborne was entitled to a stay pending appeal under Federal Rule of Civil Procedure 62(c) and the applicable four-factor discretionary-stay standard.
2. Whether Rule 62(b)'s bond-based stay provision applied to the judgment.
3. Whether Osborne established a substantial likelihood of success on the merits, irreparable harm, favorable equities, and a public interest supporting a stay.

HOLDINGS

1. Rule 62(b) did not provide a basis for the requested stay because the judgment was not a money judgment; the district court denied Osborne's claims and dismissed the action rather than ordering payment of money.
2. A discretionary stay of the nonmonetary judgment was not warranted because Osborne failed to make a strong showing of likely success on the merits and failed to establish irreparable harm, while the balance of equities and public interest were neutral.
3. Osborne was not entitled to a writ of supersedeas or stay of judgment pending appeal.

KEY QUOTATIONS

“Unless a court issues a stay, a trial court’s judgment (say, dismissing a case) normally takes effect despite a pending appeal.” (at 1)

“The ‘substance’ of a money judgment is a compelled transfer of money.” (at 2)

“A stay is not a matter of right, even if irreparable injury might otherwise result. It is instead an exercise of judicial discretion, and [t]he propriety of its issue is dependent upon the circumstances of the particular case.” (at 3)

FACTUAL BACKGROUND

Osborne's claims arose from her purchase of property from Allan Pearson and a dispute over the acreage conveyed and title to the remaining acreage. The Lamar County Chancery Court found after trial that a mutual mistake occurred, that 6.29 acres were properly conveyed to Osborne, and that title to the remaining 2.44 acres belonged to Pearson. Osborne sued Rocket Mortgage and AMROCK for damages, but the district court concluded that those defendants were not involved in her purchase and that the cloud-on-title allegations focused on Pearson, who was not a party.

PROCEDURAL HISTORY

The district court dismissed Osborne's claims for negligence, cloud on title, breach of contract, intentional infliction of emotional distress, defamation and harassment, and conspiracy to commit fraud with prejudice on March 31, 2025. The court denied Osborne's motion for relief from judgment. After Osborne appealed to the Fifth Circuit, she filed an emergency motion for a writ of supersedeas and stay pending appeal. The district court denied the motion.

DISPOSITION

writ_denied

CASES CITED

- Coleman v. Tollefson, 575 U.S. 532, 539 (2015)
- Herbert v. Exxon Corp., 953 F.2d 936, 938 (5th Cir. 1992)
- Arnold v. Garlock, Inc., 278 F.3d 426, 437 (5th Cir. 2001)
- Great-West Life & Annuity Ins. Co. v. Knudson, 534 U.S. 204, 216 (2002)
- Halliburton Energy Servs., Inc. v. NL Indus., No. Civ. A. H05-4160, 2008 WL 2787247, at *4 (S.D. Tex. July 16, 2008)
- Sundown Energy, L.P. v. Haller, No. Civ. A. 10-4354, 2015 WL 3796351, at *3 (E.D. La. June 18, 2015)
- United States v. Goltz, No. Civ. A. SA-06-CA-503-X, 2007 WL 295558, at *3 & n.2 (W.D. Tex. Jan. 25, 2007)
- Plaquemines Parish v. Chevron USA, Inc., 84 F.4th 362, 373 (5th Cir. 2023)
- Nken v. Holder, 556 U.S. 418, 434-35 (2009)
- Burke v. Ocwen Loan Servicing, L.L.C., 855 F. App'x 180, 187 (5th Cir. 2021)
- Belknap v. Bank of Am., N.A., G-12-198, 2012 WL 3150271, at *3 (S.D. Tex. Aug. 1, 2012)
- Osborne v. Rocket Mortgage, LLC, No. 2:24-cv-101-TBM, 2025 WL 1646778 (S.D. Miss. Mar. 31, 2025)
- Osborne v. Rocket Mortgage, LLC, No. 2:24-cv-101-TBM, 2025 WL 3543643 (S.D. Miss. Dec. 10, 2023)

OPINION

Osborne

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION

JACKIE OSBORNE PLAINTIFF

v. CIVIL ACTION NO. 2:24-cv-101-TBM-RPM

ROCKET MORTGAGE, LLC and
AMROCK, LLC DEFENDANTS

ORDER

Jackie Osborne's claims for negligence, cloud on title, breach of contract, intentional infliction of

emotional distress, defamation and harassment, and conspiracy to commit fraud against Rocket Mortgage, LLC and AMROCK, LLC were dismissed with prejudice on March 31, 2025. [22]. Osborne timely filed a Motion for Relief from Judgment [23], which this Court denied. Osborne appealed to the Fifth Circuit and has now filed an Emergency Motion for Writ of Supersedeas and Stay of Judgment Pending Appeal [36] under Rule 62 of the Federal Rules of Civil Procedure, Rule 8(a) of the Federal Rules of Appellate Procedure, and 28 U.S.C. § 1651(a). Because the balance of equities do not weigh heavily in favor of a stay pending appeal, Osborne's Motion [36] is denied.

I. DISCUSSION AND ANALYSIS¹

“Unless a court issues a stay, a trial court's judgment (say, dismissing a case) normally takes effect despite a pending appeal.” *Coleman v. Tollefson*, 575 U.S. 532, 539, 135 S. Ct. 1759, 191 L. Ed. 3d 803 (2015) (citing FED. R. CIV. P. 62; FED. R. APP. P. 8(a)); 16A Charles Alan Wright, 1 This Court has previously discussed the facts at issue in this case in prior Orders [21] and [34] and they are incorporated herein by reference. *Osborne v. Rocket Mortgage, LLC*, No. 2:24-cv-101-TBM, 2025 WL 1646778 (S.D. Miss. Mar. 31, 2025); *Osborne v. Rocket Mortgage, LLC*, No. 2:24-cv-101-TBM, 2025 WL 3543643 (S.D. Miss. Dec. 10, 2023). Arthur R. Miller, Edward H. Cooper, & Catherine T. Struve, *Federal Practice and Procedure* § 3954, at 675 (5th ed.) (“The taking of an appeal does not by itself suspend the operation or execution of a district-court judgment or order during the pendency of the appeal.”). Osborne seeks to stay the “enforcement of the judgment” under Rule 62(b) of the Federal Rules of Civil Procedure. [36], p. 2. Rule 62(b) permits a party seeking to stay the execution of a money judgment pending appeal to post a bond or other security to secure the payment of the judgment to the judgment creditor. See *Herbert v. Exxon Corp.*, 953 F.2d 936, 938 (5th Cir. 1992); *Arnold v. Garlock, Inc.*, 278 F.3d 426, 437 (5th Cir. 2001) (“The stay provisions of Rule 62 pertain to judgments for money.”). “A ‘money judgment’ . . . in a civil action is one that orders the payment of a sum of money as distinguished from an order directing an act to be done or property to be restored or transferred.” 47 C.J.S. *Interest & Usury* § 65; *Great-West Life & Annuity Ins. Co. v. Knudson*, 534 U.S. 204, 216, 122 S. Ct. 708, 151 L. Ed. 2d 635 (2002) (“[t]he ‘substance’ of a money judgment is a compelled transfer of money.”). There is no money judgment here, as this Court's Order [21] and Final Judgment [22] denied Osborne's claims against Rocket Mortgage, LLC and AMROCK, LLC, and dismissed this action with prejudice. Although there has been no money judgment, “[n]onmonetary judgments may be stayed in the court's discretion pursuant to Rule 62(c).” *Halliburton Energy Servs., Inc. v. NL Indus.*, No. Civ. A. H05-4160, 2008 WL 2787247, at *4 (S.D. Tex. Jul. 16, 2008)). Rule 62(c), “codifies the inherent power of courts to make whatever order is deemed necessary to preserve the status quo and to ensure the effectiveness of the eventual judgment.” C. Wright & A. Miller, 11 *Federal Practice and Procedure*, § 2904 at 315 (1973). In deciding whether a stay is appropriate under Rule 62(c), “courts have applied the four-factor standard typically applied to a request to stay an injunction pending appeal or for a discretionary stay generally.” *Sundown Energy, L.P. v. Haller*,

No. Civ. A. 10-4354, 2015 WL 3796351, *3 (E.D. La. Jun. 18, 2015) (citing *United States v. Goltz*, No. Civ. A. SA-06-CA-503-X, 2007 WL 295558, at *3 & n. 2 (W.D. Tex. Jan. 25, 2007) (applying discretionary stay analysis to IRS foreclosure sale because the court issued an injunction (order of foreclosure and sale) to satisfy a money judgment (delinquent tax liabilities)). These factors include: “(1) whether the stay applicant has made a strong showing that [s]he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies.” *Plaquemines Parish v. Chevron USA, Inc.*, 84 F.4th 362, 373 (5th Cir. 2023) (citing *Nken v. Holder*, 556 U.S. 418, 129 S. Ct. 1749, 173 L. Ed. 2d 550 (2009) (“The first two factors . . . are the most critical.”)). Osborne cannot meet this standard for discretionary stays of nonmonetary judgments as she has not shown a “substantial case on the merits . . . that the balance of the equities weighs heavily in favor of granting the stay.” *Plaquemines Parish*, 84 F.4th at 373 (alteration in original) (citation omitted). To begin, Osborne has not made a “strong showing” of a “probability” of success on the merits. Instead, she reasserts arguments already addressed by this Court, including “dismissing [this case] without notice,” denying her “leave to amend contrary to Fed. R. Civ. P. 15(a),”² and “failing to consider constitutional claims on the merits.” [36], p. 2. To be sure, this Court dismissed her Complaint and denied her Motion for Reconsideration because the Defendants were not involved in Osborne’s purchase of property from Allan Pearson in 2021. The Chancery Court 2 The Court also denied Osborne’s request to amend her Complaint because it was “unclear to this Court how additional facts would save her claims from dismissal, [and] amendment would be futile.” [21], p. 3 (quoting *Burke v. Ocwen Loan Servicing, L.L.C.*, 855 F. App’x 180, 187 (5th Cir. 2021)). of Lamar County also held a trial on the underlying acreage issue finding that a mutual mistake occurred, and that the proper acreage conveyed to Osborne was 6.29, with title to the remaining 2.44 acres confirmed in Pearson. And while Osborne claims that this Court and rejected her “Rule 60 relief despite new evidence,” she presents no argument or authority in support. Without more, Osborne cannot meet her burden to show a substantial likelihood of success on the merits. Second, Osborne asserts that she would suffer “irreparable harm” as a result from the “loss of real property.” Osborne is correct that the loss of real property is generally considered irreparable harm. *Restatement (Third) of Torts: Remedies* § 56 TD No 4 (2025). But, as previously stated, it appears that “the allegations about her cloud on title claim focus solely on the conduct of Allan Pearson, who is not a party to this action.” [36], p. 9. And since Osborne sued “Rocket Mortgage, LLC and AMROCK, LLC for monetary damages—not for these Defendants to remove the cloud on her title,” there is no substantial threat of harm to her real property at issue in this action. *Id.* Osborne cannot satisfy her burden at the second step. *Nken*, 556 U.S. at 434-35 (“simply showing some possibility of irreparable injury fails to satisfy the second factor.”). Third, the balance of equities is neutral as neither party would be harmed by the issuance of the stay. Finally, the public interest factor is neutral because only the parties to this action would be affected by the stay. See *Belknap v. Bank*

of Am., N.A., G–12–198, 2012 WL 3150271, at *3 (S.D. Tex. Aug. 1, 2012) Upon consideration of the factors, this Court concludes that Osborne is not entitled to a stay pending appeal. To be sure, “[a] stay is not a matter of right, even if irreparable injury might otherwise result. It is instead an exercise of judicial discretion, and [t]he propriety of its issue is dependent upon the circumstances of the particular case.” *Plaquemines Parish*, 84 F.4th at 373 (5th Cir. 2023) (citing *Nken*, 556 U.S. 418) (internal quotations and citations omitted)).

II. CONCLUSION

IT IS ORDERED that Jackie Osborne’s Emergency Motion for Writ of Supersedeas and Stay of Judgment Pending Appeal [36] is DENIED. This, the 11th day of February, 2026.

TAYLOR B. McNEEL

UNITED STATES DISTRICT JUDGE