

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PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only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

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PRACTICE AREAS

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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)