

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
LOUISIANA

Walter C. Dumas v. U.S. Bank National Association, as Trustee for
RFMSI 2005S7, et al.

Dumas · No. No. 25-00447-BAJ-RLB · Decided January 23, 2026

SUMMARY

The United States District Court for the Middle District of Louisiana denied Walter C. Dumas’s motion to remand and granted the motions to dismiss or for judgment on the pleadings filed by Sheriff Sid J. Gautreaux, III, U.S. Bank National Association, and Onity Group Inc. The court adopted the Magistrate Judge’s conclusion that the property-description issue concerning the foreclosure seizure and sale was barred by issue preclusion and that the federal claims could not proceed. The claims against all defendants were dismissed with prejudice, and the request for oral argument was denied.

CASE DETAILS

COURT	United States District Court for the Middle District of Louisiana
WRITING FOR THE COURT	Brian A. Jackson
JURISDICTION	United States District Court for the Middle District of Louisiana
DECIDED	January 23, 2026
DOCKET	No. 25-00447-BAJ-RLB
DISPOSITION	dismissed
PROCEDURAL POSTURE	The district court reviewed a Magistrate Judge's Report and Recommendation addressing Plaintiff's motion to remand, a defendant's motion to dismiss, and other defendants' motion for judgment on the pleadings. Plaintiff objected to the Report and Recommendation and requested oral argument.
STANDARD OF REVIEW	The district court reviewed the Magistrate Judge's Report and Recommendation and Plaintiff's objections, considered the challenged jurisdictional and preclusion issues, and adopted the Report as its opinion.
PRECEDENTIAL VALUE	Unknown

TOPICS

[motions to dismiss](#)

[motion for judgment on the pleadings](#)

[res judicata](#)

[foreclosure](#)

[section 1983](#)

PRACTICE AREAS

[civil procedure](#)

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QUESTIONS PRESENTED

1. Whether remand was required because the entity formerly known as Ocwen Financial Corporation did not separately consent to removal.
2. Whether issue preclusion barred Plaintiff from relitigating the legality of the seizure and foreclosure sale based on the alleged discrepancy in property descriptions.
3. Whether Plaintiff's allegations that Sheriff Gautreaux failed to read or follow the relevant foreclosure documents supported a claim notwithstanding qualified immunity.

HOLDINGS

1. Remand was not required because the proper defendant, Onity Group, Inc., formerly known as Ocwen Financial Corporation, joined the notice of removal through counsel authorized to act on its behalf.
2. Issue preclusion barred Plaintiff from relitigating the legality of the seizure and sale based on the alleged property-description discrepancy because the issue had been actually litigated and its determination was essential to the prior state-court judgment.
3. Plaintiff's claims against Sheriff Gautreaux were dismissed with prejudice because Plaintiff presented no new argument sufficient to overcome the prior determination that the property-description issue was immaterial to the legality of the foreclosure sale.

KEY QUOTATIONS

“A writ of seizure and sale in an executory proceeding instituted by a foreclosing creditor against the borrower is a final judgment for res judicata purposes once the sale has occurred.” (Doc. 49 at 15)

“It is sufficient that consent to removal come from some person purporting to act formally on the defendant's behalf and with the authority to do so.” (Doc. 49 at 6)

FACTUAL BACKGROUND

Plaintiff alleged that Defendants jointly participated with Louisiana state officials in the seizure and sale of his property in violation of federal law and the Constitution. His principal theory was that the property description in the writ and related documents differed from the description in an amended final judgment. In the prior state foreclosure proceeding, Plaintiff raised the same property-description argument, but the state court vacated a stay, denied and dismissed his petition with prejudice, and allowed the sale to proceed.

PROCEDURAL HISTORY

Plaintiff brought claims under 42 U.S.C. § 1983 concerning the seizure and sale of his home. The case was removed to federal court, where Plaintiff moved to remand and Defendants moved to dismiss or obtain judgment

on the pleadings. The Magistrate Judge recommended denying remand and dismissing Plaintiff's claims with prejudice; the district court adopted the recommendation, denied oral argument, denied remand, granted the dispositive motions, and ordered dismissal with prejudice.

DISPOSITION

dismissed

CASES CITED

- Nixon v. Wheatley, 368 F. Supp. 2d 635, 639 (E.D. Tex. 2005)
- Cavalier, 2015 WL 4429247, at *3

OPINION

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF LOUISIANA WALTER C. DUMAS CIVIL ACTION VERSUS U.S. BANK NATIONAL ASSOCIATION NO. 25-00447-BAJ-RLB AS TRUSTEE FOR RFMSI 2005S7, ET AL. RULING AND ORDER Before the Court are the following Motions: (1) Plaintiff's Motion to Remand (Doc. 23); (2) Defendant Sheriff Sid J. Gautreaux, III's ("Gautreaux") Motion to Dismiss (Doc.

19); and (3) Defendants U.S. Bank National Association as Trustee for RFMSI 2005S7 ("U.S. Bank") and Onity Group Inc.'s ("Onity") Motion for Judgment on the Pleadings (Doc. 45).¹ The Motions are opposed. (Doc. 22; Doc. 26; Doc. 27; Doc. 29; Doc. 35; Doc. 47).

The parties filed Reply Briefs. (Doc. 25; Doc. 40; Doc. 48). The Magistrate Judge issued a Report And Recommendation (Doc. 49, the "Report") recommending that the Court deny Plaintiff's Motion to Remand (Doc. 23), grant Gautreaux's Motion to Dismiss (Doc. 19), and grant U.S. Bank and Onity's Motion for Judgment on the Pleadings (Doc. 45). (Doc. 49 at 16).

The Magistrate Judge further recommends that the Court dismiss Plaintiff's claims ¹ Onity represents that it was formerly known as Ocwen Financial Corporation. (Doc. 45 at 1; Doc. 52 at 1). against Defendants with prejudice. (Id.). Plaintiff objected to the Report and requested that the Court hear oral argument on his objections. (Doc. 50; Doc. 51). Defendants responded to Plaintiff's Objection (Doc.

52; Doc. 53). Plaintiff filed Reply Briefs in further support of his Objection (Doc. 54; Doc. 55). After carefully considering the pleadings before the Court, the Court finds oral argument unnecessary. In this case, Plaintiff seeks to recover damages regarding the seizure and sale of his home, alleging that Defendants "jointly participated with Louisiana State officials in the illegal seizure and sale of Plaintiff's Property in violation of Plaintiff's rights secured by the Constitution and Laws of the United States, which provide the basis for Plaintiff's claim under 42 U.S.C.A § 1983." (Doc.

1-1 at 9). In the Report, the Magistrate Judge concluded that the state court already ruled on the legality of the seizure and sale of Plaintiff's property. The Report emphasized: "Plaintiff is barred from relitigating the legality of the seizure and sale of Plaintiff's Property based on any property description discrepancy. No amendment could fix this issue[.]" (Doc.

49 at 16). As such, the Magistrate Judge recommends that the Court dismiss Plaintiff's claims. Plaintiff objects to the Report, arguing the following: (1) the Court does not have jurisdiction to hear this case; (2) Plaintiff should be permitted to pursue his claims against Onity and U.S. Bank regarding the seizure and sale of his property because issue preclusion is not appropriate; (3) Gautreaux acted with gross negligence because he did not read the "Writ of Fieri Facias, the attached letter, and judgment received April 20, 2022[.]" (See generally Doc.

50-1; Doc. 54; Doc. 55). Defendants U.S. Bank and Onity respond that "Dumas's objections to the Magistrate Judge's Report and Recommendation merely seek to re-hash the same tired arguments and do not move the needle." (Doc. 52 at 2).

For the following reasons, the Court agrees. First, Plaintiff argues that the Court does not have jurisdiction over this case because the Court should have granted Plaintiff's Motion to Remand. (Doc. 50-1 at 4). Plaintiff argues that the Court should have remanded this matter to state court because Defendant Owcen Financial Corporation did not consent to removal of the case to this Court.

(Id. at 5). The record before the Court, however, shows otherwise. As the Magistrate Judge already found: Owcen Financial Corporation did not consent to the removal of this case because the entity is now called Onity Group, Inc., not Owcen Financial Corporation.

As it is clear Onity filed the joint notice of removal alongside U.S. Bank, through the same counsel, this Court finds there is no issue with consent in this case. (R. Doc. 1). "It is sufficient that consent to removal come from some person purporting to act formally on the defendant's behalf and with the authority to do so." *Nixon v. Wheatley*, 368 F. Supp. 2d 635, 639 (E.D.

Tex. 2005) (quotations and citations omitted) (cleaned up). Here, U.S. Bank and Onity's counsel had the authority to remove on their behalf and did so. The proper parties joined in the notice of removal, and remand for lack of consent is unfounded. (Doc. 49 at 6).

The Court agrees with the Magistrate Judge. Second, Plaintiff argues that the doctrine of issue preclusion should not prohibit him from pursuing his claims. Again, however, the record is clear. As the Magistrate Judge emphasized: [T]he main issue in this case is whether the seizure and sale of Plaintiff's Property was legal or not. Plaintiff argues the seizure was not legal because the property description included in the Amended Final Judgment differed slightly from the property description of the property seized and sold (Plaintiff's Property).

Yet, Plaintiff raised this very argument in the state foreclosure action, through a Petition for Injunction to Arrest Seizure and Sale of Immovable Property with Stay Order to Dismiss Writ of Fieri Facias, Damages, and Attorney Fees. (R. Docs. 45-3).

The state court initially granted his request for a stay, but, after a hearing again addressing his argument, the state court vacated the stay and denied and dismissed, with prejudice, Plaintiff's Petition for Injunction to Arrest Seizure and Sale of Immovable Property with Stay Order to Dismiss Writ of Fieri Facias, Damages, and Attorney Fees, allowing the sale to go forward.

(R. Docs. 1-1 at 40; 45-5). "A writ of seizure and sale in an executory proceeding instituted by a foreclosing creditor against the borrower is a final judgment for res judicata purposes once the sale has occurred." Cavalier, 2015 WL 4429247, at *3 (citations omitted). It is clear the state concluded the property description issue made by Plaintiff in this case was immaterial to the legality of the foreclosure sale.

Thus, this Court finds the issue was actually litigated and its determination was essential to the prior judgment. *Id.* (Doc. 49 at 15). The Court agrees with the Magistrate Judge's finding. Third, Plaintiff argues that Gautreaux acted with gross negligence by failing to read the documents relevant to the sale of Plaintiff's property such that Gautreaux should not be entitled to qualified immunity.

(Doc. 50-1 at 12). Plaintiff argues: In this case defendant Gautreaux's action clearly show gross negligence. Defendant Gautreaux received a Writ of Fieri Facias, a letter attached to the Writ from U.S. Bank and a copy of the February 28, 2022, Amended Final Judgment. U.S. Bank letter described the property U.S. Bank wanted seized and sold at Sheriff sale.

The property described in U.S. Bank Writ of Fieri Facias and U.S. Bank attached letter did not described the property described in the February 28, 2022, Amended Final Judgment. Sheriff Gautreaux knew he could not seize and sell property not described in the Writ of Fieri Facias received in his office was the result of gross negligence. Defendant Gautreaux, either failed to read the Writ of Fieri Facias or just ignored it.

(Doc. 54 at 2). As previously described, the state court found the property description issue Plaintiff asserts in this case to be immaterial to the legality of the foreclosure sale. (See Doc. 49 at 15). As a result, the state court denied and dismissed Plaintiff's "Petition for Injunction to Arrest Seizure and Sale of Immovable Property with Stay Order to Dismiss Writ of Fieri Facias, Damages, and Attorney Fees," with prejudice, permitting the sale of Plaintiff's property to go forward.

(*Id.*). Because Plaintiff presents no new arguments that cause the Court to reach a different result here, the Court will adopt the Magistrate Judge's Report. Having carefully considered Plaintiff's

Petition (Doc. 1-1), the underlying Motions (Doc. 19; Doc 23; Doc. 45), related briefing (Doc. 22; Doc. 25; Doc. 26; Doc. 27; Doc. 29; Doc. 35; Doc. 40; Doc. 47; Doc.

48), the Magistrate Judge's Report (Doc. 49), and the parties' briefing in response to the Report (Doc. 50–Doc. 55) the Court APPROVES the Magistrate Judge's Report And Recommendation and ADOPTS it as the Court's opinion in this matter.

Accordingly, IT IS ORDERED that Plaintiff's Motion to Remand (Doc. 23) is DENIED. IT IS FURTHER ORDERED that Defendant Gautreaux's Motion to Dismiss (Doc. 19) is GRANTED. IT IS FURTHER ORDERED that Defendants U.S. Bank and Onity's Motion for Judgment on the Pleadings (Doc. 45) is GRANTED. IT IS FURTHER ORDERED that Plaintiff's Request for Oral Argument (Doc.

51) is DENIED. IT IS FURTHER ORDERED that Plaintiffs claims against all Defendants are DISMISSED WITH PREJUDICE. Final judgment shall be issued separately. Baton Rouge, Louisiana, this 23rd day, of January, 2026 JUDGE BRIAN A. zx UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF LOUISIANA