

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

FRANK E. HAMPTON

v.

ACCREDITED HOME LENDERS, INC.,
ET AL.

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Civil No. – JFM-16-1334

MEMORANDUM

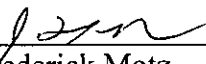
Defendants have filed a motion to dismiss. Plaintiff, who is appearing *pro se*, has responded to the motion. The motion will be granted.

It appears that plaintiff's claims rest solely on the assertion that defendants breached the terms of the Pooling and Servicing Agreement and therefore lack standing to bring to foreclosure claim against them. However, plaintiff concedes in his opposition that "[t]he Circuit Court has determined that the Defendants have standing to enforce the Note based on the clause in the Security Agreement giv[ing] the holder of the note the right to foreclose." This court lacks subject matter jurisdiction under the *Rooker-Feldman* Doctrine to overrule the conclusive findings of the Circuit Court on this issue.

The order entered by this court on May 17, 2016 clarified that the only causes of action that could possibly assert a plausible claim for relief are the purported statutory allegations for violation of the Truth in Lending Act and the Real Estate Settlement Procedures Act. However, the alleged violations of TILA and RESPA are no more than legal conclusions devoid of any reference to actual events. The plaintiff's opposition does not elucidate any factual basis for the claims. Moreover, presumably these claims are barred by limitations.

A separate order of dismissal is being entered herewith.

Date: *July 23, 2017*



J. Frederick Motz
United States District Judge

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DISTRICT OF MARYLAND
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