

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION**

**LAKISHA ROCHELLE GRIFFIN f/k/a
LAKISHA ROCHELLE GRIFFIN SORRELS**

PLAINTIFF

V.

NO. 4:14-CV-00132-DMB-JMV

HSBC MORTGAGE SERVICES INC., et al.

DEFENDANTS

**ORDER DISMISSING WITH PREJUDICE CALIBER HOME
LOANS, INC., MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AND MERSCORP HOLDINGS, INC.**

On November 30, 2016, Caliber Home Loans, Inc.; Mortgage Electronic Registration Systems, Inc.; and Merscorp Holdings, Inc. (collectively, “Caliber Defendants”), filed a motion requesting their dismissal, with prejudice, from “any and all claims ... in the above-styled action ... due to a settlement between the Plaintiff and the Caliber Defendants.” Doc. #322. The Caliber Defendants represent that the plaintiff, Lakisha Rochelle Griffin, signed “a Confidential Settlement and Release Agreement and a Joint Motion to Dismiss” but that the Caliber Defendants filed the instant motion to dismiss “out of an abundance of caution” because at the time Griffin signed such documents, she was pro se.¹ Id. at 2–3. The referenced joint motion to dismiss, which is signed only by Griffin and which the Caliber Defendants filed only as an exhibit to the instant motion, states:

the Plaintiff and Caliber Defendants state that ... the Plaintiff’s claims against the Caliber Defendants have been fully compromised and settled, and that the Plaintiff and the Caliber Defendants by having signed this Motion stipulate that

¹ Griffin is no longer pro se; her current counsel entered an appearance on November 28, 2016. Doc. #320. The Caliber Defendants represent that earlier that day, before Griffin’s current counsel entered an appearance, Griffin signed and returned to them by e-mail the confidential settlement agreement and joint motion to dismiss. Doc. #322 at 2.

this cause should be dismissed, with prejudice, and that each party should bear its own costs.

Doc. #322–1.

Although the joint motion to dismiss is signed only by Griffin, her signature on it clearly acknowledges that she has settled her claims with the Caliber Defendants and indicates her desire to dismiss the Caliber Defendants with prejudice. Indeed, that Griffin did not file a response opposing the Caliber Defendants’ instant motion for dismissal with prejudice, even after securing counsel,² confirms as much, particularly because the time within which she may have done so has expired. Given this, and because no other party filed any opposition to the Caliber Defendants’ motion, the Court concludes that the Caliber Defendants should be dismissed with prejudice.

Accordingly, the Caliber Defendants’ motion to dismiss [322] is **GRANTED**. Caliber Home Loans, Inc.; Mortgage Electronic Registration Systems, Inc.; and Merscorp Holdings, Inc., and any and all claims in this action against them, are **DISMISSED with prejudice**, with each party to bear its own costs. Caliber Home Loans, Inc.’s pending “Motion to Escrow Funds” [249] is **DENIED as moot**.

SO ORDERED, this 22nd day of December, 2016.

/s/ Debra M. Brown
UNITED STATES DISTRICT JUDGE

² The Caliber Defendants represent that they contacted Griffin’s current counsel on November 29, 2016, to advise her of the settlement and that Griffin’s counsel “advised ... that she was reviewing the file and had not had a chance to look at the settlement documents.” Doc. #322 at 3.