UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 25-1974

MAURICE DOSSO,

Plaintiff - Appellant,

v.

PLANET HOME LENDING, LLC,

Defendant - Appellee.

Appeal from the United States District Court for the Northern District of West Virginia, at Martinsburg. Gina M. Groh, District Judge. (3:24-cv-00125-GMG-RWT)

Submitted: November 25, 2025 Decided: December 1, 2025

Before WYNN and RICHARDSON, Circuit Judges, and KEENAN, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

Maurice Dosso, Appellant Pro Se. Carrie Goodwin Fenwick, GOODWIN & GOODWIN, LLP, Charleston, West Virginia, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

Appendix A

PER CURIAM:

Maurice Dosso appeals the district court's order granting Defendant's motion for summary judgment and dismissing his case with prejudice. We have reviewed the record and find no reversible error. Accordingly, we deny all pending motions and affirm the district court's order. *Dosso v. Planet Home Lending, LLC,* No. 3:24-cv-00125-GMG-RWT (N.D. W. Va. Aug. 18, 2025). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED

Appendix A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA
MARTINSBURG

MAURICE DOSSO,

Plaintiff,

v. **CIVIL ACTION NO.: 3:24-CV-125 (GROH)**

PLANET HOME LENDING, LLC,

Defendant.

ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND DISMISSING CASE WITH PREJUDICE

Plaintiff is a homeowner suing his mortgage loan servicer. The complaint sets forth sixteen causes of action ranging from unfair and deceptive practices to invasion of privacy and intentional infliction of emotional distress. These claims arise from Defendant's alleged unhelpfulness in assisting Plaintiff navigate the COVID-19 pandemic and initiating foreclosure proceedings. As a result of Defendant's conduct, Plaintiff asks the Court to award him $50,000,000 "in total reparation and damages." ECF No. 17-2 at 24.

I. LEGAL STANDARD

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). A genuine issue exists "if the evidence is such that a reasonable jury could return a verdict

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for the non-moving party." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). Thus, the Court must conduct "the threshold inquiry of determining whether there is the need for a trial–whether, in other words, there are any genuine factual issues that properly can be resolved only by a finder of fact because they may reasonably be resolved in favor of either party." Id. at 250.

The party opposing summary judgment "must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita Elec. Indus. Co., 475 U.S. at 586. That is, once the movant has met its burden to show an absence of material fact, the party opposing summary judgment must then come forward with affidavits or other evidence establishing there is indeed a genuine issue for trial. Fed. R. Civ. P. 56; Celotex Corp., 477 U.S. at 323-25; Anderson, 477 U.S. at 248. "If the evidence is merely colorable, or is not significantly probative, summary judgment may be granted." Anderson, 477 U.S. at 249 (citations omitted).

A motion for summary judgment should be denied "if the evidence is such that conflicting inferences may be drawn therefrom, or if reasonable men might reach different conclusions." Phoenix Savs. & Loan, Inc. v. Aetna Cas. & Sur. Co., 381 F.2d 245, 249 (4th Cir. 1967); see also id. at 253 (noting that "[c]redibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions, not those of a judge").

II. DISCUSSION

The parties agree there are no material facts in dispute. See ECF Nos. 17 & 29. Defendant filed a motion for summary judgment seeking dismissal of every claim in Plaintiff's complaint. ECF No. 29. Plaintiff's response in opposition was timely filed. ECF

No. 36. As Defendant notes in its reply, "Plaintiff failed to address dispositive arguments on each of his Complaint counts." ECF No. 38 at 2. Defendant further argues that Plaintiff's failure to address its arguments for summary judgment requires dismissal of the complaint. Id. at 3–5 (collecting cases). Defendant sets out in detail the points from its motion to which Plaintiff never responded. See Id. at 4–5. Collectively, Defendant's unrebutted arguments address every one of Plaintiff's claims.

Despite Plaintiff's failure to dispute that Defendant is entitled to judgment as a matter of law regarding his claims, the Court has nonetheless carefully reviewed each of Defendant's arguments and finds they are supported in law and fact. Plaintiff received six loan forbearances from Defendant, from March 2020 through June 2021. ECF No. 29-3 at 1. As a result, Plaintiff had no obligation to pay his mortgage from March 2020 through October 2021. See Id. & ECF No. 17-24. After the sixth forbearance, Defendant would not allow Plaintiff a seventh. Instead, it offered Plaintiff a loan modification to allow him to bring his account, which was nearly $16,000 behind at the time, current on March 25, 2022. See ECF No. 30 at 3–4. Plaintiff executed the agreement, which lowered his interest rate one percent and extended the maturity date nearly four years. Id.

Critically, "applications for federally funded Homeowner Assistance Funds ("HAF") became available to West Virginia residents" on March 28, 2022—after the modification was prepared and sent to Plaintiff. Id. at 4. This is important because Plaintiff's nonfrivolous claims stem from his frustration over entering the modification, which resulted in him losing out on thousands of dollars in mortgage assistance. See Id. at 5; ECF No. 29-6 at 2 (in an email to Defendant, Plaintiff said, "with a simple letter I can get $15,000 in aid to apply in a new loan modification[.]"). Defendant, upon receiving an

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appropriate request through the prescribed channels, promptly replied to the WV HAF program, which paid Defendant $8,205.64 toward Plaintiff's account on January 18, 2023. ECF No. 29-11. This amount covered mortgage payments from May 2022 through February 2023, fees and costs, and escrow, and brought the account current.

Having carefully reviewed the record in this case, the Court finds no valid claims against Defendant, and it is entitled to judgment as a matter of law. It appears Plaintiff was frustrated with the timing and availability of certain relief programs created in response to the COVID-19 pandemic. Indeed, his frustration appears to originate with a desire to receive $15,000 from WV HAF—even demanding Defendant cancel the legally binding loan modification so he could have additional aid money paid on his loan. Instead, he received $8,205.64 from WV HAF. The correspondence before the Court bears this out. But the record evidence shows no actionable conduct by Defendant, and it is entitled to summary judgment as a matter of law in this case.

III. CONCLUSION

Having thoroughly reviewed the Defendant's Motion for Summary Judgment, the Court considered the facts and legal arguments therein, as well as those presented by Plaintiff in his Response and the record, and for the reasons stated more fully in Defendant's memorandum and this Order, the Court concludes there is no genuine dispute as to any material fact and Defendant is entitled to judgment as a matter of law.

Therefore, it is the **ORDER** of this Court that the Defendant's Motion for Summary Judgment [ECF No. 29] shall be and is hereby **GRANTED and this Civil Action is DISMISSED WITH PREJUDICE**.

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The Clerk of Court is **DIRECTED to TERMINATE as MOOT** all other pending Motions, to enter a separate Judgment in favor of Defendant, and to remove this Civil Action from the Court's active docket.

IT IS SO ORDERED.

DATED: August 18, 2025

GINA M. GROH
UNITED STATES DISTRICT JUDGE

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FILED: March 24, 2026

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No. 25-1974
(3:24-cv-00125-GMG-RWT)

MAURICE DOSSO

Plaintiff - Appellant

v.

PLANET HOME LENDING, LLC

Defendant - Appellee

ORDER

The court denies the petition for rehearing and rehearing en banc, the motion to stay mandate, the motion to publish the opinion, the motion to strike, and the motion to impose sanctions. No judge requested a poll under Fed. R. App. P. 40 on the petition for rehearing en banc.

Entered at the direction of the panel: Judge Wynn, Judge Richardson, and Senior Judge Keenan.

For the Court

/s/ Nwamaka Anowi, Clerk

Appendix C