

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DIVISION

GREEN TREE SERVICING, LLC, ET. AL.

PLAINTIFFS

VS.

CIVIL ACTION NO. 3:16-cv-311-WHB-JCG

STACY and APRIL MILLER

DEFENDANTS

OPINION AND ORDER

This cause is before the Court on the Motion of the Plaintiffs to Compel Arbitration. Having considered the pleadings as well as supporting and opposing authorities, the Court finds the Motion is well taken and should be granted, and that any related judicial proceedings involving the parties to this action should be stayed pending arbitration.

**I. Factual Background and Procedural History**

In 2016, April and Stacey Miller ("Millers") filed a lawsuit against several defendants including Green Tree Servicing, LLC; Walter Investment Management Corporation; Best Insurers, Inc.; and several trusts. The lawsuit arises from a repossessed house and surrounding real property in Smith County, Mississippi, that the Millers purchased in 2008, from Walter Mortgage Company. The Millers claim the purchase was part of an ongoing scheme that had been created and perpetuated by the named defendants for the purpose of defrauding not only themselves, but also the original owner of the house. The alleged scheme is summarized as follows:

(1) The original owners of the house that the Millers bought had entered a contract with Jim Walter Homes, Inc.; Jim Walter Homes LLC; or Walter Energy, Inc. (collectively "Walter Entities") to have a house built on their real property.

(2) The original owners were "deceived" into using their real property as collateral for the financing of the house constructed on their property, and the deception allowed the named defendants and others to obtain and package mortgages.

(3) The house that was constructed for the original owners "was substandard, incomplete, defective, and dangerous" in that "construction was not completed in a good and workmanlike manner" and the house "was constructed with inadequate materials, failed to comply with applicable codes and standards, and was generally defective and deficient." The allegedly defective construction was performed by several Mississippi contractors including D.J. McNeill Electric and Plumbing, Inc.; Coy Boleware Construction, LLC; and Martin Heating and Cooling, LLC.

(4) The original owners of the house, because they were saddled with extremely high mortgage payments and other expenses created by the construction/finance of that house, eventually defaulted on their mortgage payments. Upon default, both the house and the real property the original owners had used as collateral, were made subject to foreclosure and eventually repossessed.

(5) The Millers bought a repossessed house for a total price

of \$117, 275.20, and obtained financing for that purchase using the house and surrounding real property as collateral. According to the Millers, prior to the purchase:

The Defendants never advised ... of the homes' defects, but instead, touted [the house] to be in good condition and built by Jim Walters Homes according to all applicable specifications, codes, and manufacturers' recommendations. Defendants promised [the Millers] that the home[] would be of a value commensurate with the amount of the purchase. Defendants failed to disclose known defects in the home, including latent and fraudulently concealed defects which were not discernable to the average buyer.... Defendants discouraged complaints and claims about the home[] ... by making sure that the purchasers signed a document stating that Purchaser bought the home "as is" despite the fact that the Defendants knew of many fraudulently concealed defects in the home that, if known to the potential purchasers, the purchasers would not have bought the home.

The Millers allege that the house, because it had been constructed in a substandard and/or defective manner, was never worth the financed purchase price. The Millers further allege that after they purchased the repossessed house, and obtained financing for that purchase from Jim Walters Homes:

Jim Walter Homes purportedly sold, assigned, or conveyed the contracts, promissory notes, and deed of trust made the subject of this civil action generally to Walter Mortgage Company, LLC, then to Walter Investment Management Corp. or one of the Mid State Trust Entities, and ultimately to Wilmington Trust Co., Green Tree, and their predecessors who in turn attempted to sell, assign, or convey said instruments to the other Defendants named herein. Without a willingness of these Defendants to purchase such ill-gotten paper, there would be no market or incentive to perpetuate this wrongful scheme. Green Tree Servicing, LLC is now the servicing agent for these mortgages.

The Millers allege that one or more of the defendants have contacted them with claims that it is the owner and/or holder of the promissory note and deed of trust they entered with Walter Mortgage Company. The Millers also alleges that they were required to purchase insurance to cover losses from fire and wind damage to the property/house.

the Sales Contract entered by the Millers contains the following Arbitration Agreement:

The parties agree that any controversy (whether asserted as an original claim, counterclaim, cross claim or otherwise) arising out of or relating to this Agreement, or the breach thereof, or any negotiations leading up to the making of this Agreement, or any extension of credit related to this Agreement, or the House that is the subject of this Agreement, or any insurance sold under or in connection with this Agreement, or any relationship resulting from any of the foregoing, whether asserted in tort, contract or warranty, or as a federal or state statutory claim, and whether arising before, during or after performance of this Agreement, shall be settled under this Arbitration Agreement in accordance with the procedures specified below. This Arbitration Agreement shall encompass and govern not only all controversies between Buyer and Seller, but also all controversies between Buyer and Seller and/or assigns, affiliates and present and former agents or employees of either Buyer or Seller.

The parties agree that as a condition precedent to either party instituting an arbitration proceeding and/or making a demand for arbitration pursuant to the procedures outlined herein, the party seeking arbitration will first notify the other, in writing, of the nature of the claim and/or dispute and then each party shall use their best efforts to resolve the dispute to each of their mutual satisfaction. If the parties cannot resolve the dispute by mutual agreement within fourteen (14) days of the written notice, then the parties agree to submit the dispute to non-binding mediation, the cost of which will be borne solely by Seller or its assigns....

In the event and only after the parties have been unable to resolve their dispute and/or claims through private negotiations and mediation, shall a party be entitled to institute an arbitration proceeding pursuant to the following procedures.... If the parties cannot agree on the selection of the arbitrator, then the arbitrator shall be selected in accordance with the rules of United States Arbitration and Mediation (USA&M) in effect as of June 30, 2003. Any arbitration hereunder shall be conducted pursuant to the rules of USA&M in effect as of June 30, 2003....

Any dispute regarding whether a particular controversy is subject to arbitration, including, but not limited to claims contesting the making, existence, enforceability, scope or conscionability of this Arbitration Agreement, shall be decided by the arbitrator.

....

Mot. to Compel Arb. [Docket No. 15], Ex. A, at "Exhibit 'D'".<sup>1</sup>

Based on the alleged scheme set out above, the Millers and five other individuals filed a lawsuit against Green Tree Servicing, LLC; Walter Investment Management Corporation; Best Insurers, Inc.; W. Stewart Robinson; Mid State Capital, LLC; Mid State Trusts II-XI; Wilmington Trust Company; Mid State Capital Corporation 2004-1 Trust; Mid State Capital Corporation 2005-1 Trust; Mid State Capital Corporation 2006-1 Trust; Mid State Capital Corporation 2010-1 Trust; D.J. McNeill Electric and Plumbing, Inc.; Martin Heating and Cooling, LLC; and Coy Boleware Construction, LLC., in the Circuit Court of Smith County. Through the Complaint, the Millers seek damages on claims including deceit,

---

<sup>1</sup> The referenced "Exhibit D" bears electronic docket page numbers 13-14.

false statements/fraud, breach of contract, civil conspiracy, negligence, and intentional infliction of emotional distress. The Millers also seek an equitable accounting and an injunction preventing Defendants from assigning their interest in the property or seeking foreclosure, and suspending their obligation to make further payments on the house.

After the Complaint was filed<sup>2</sup>, Green Tree Servicing, LLC; Walter Investment Management Corporation; Best Insurers, Inc.; Mid State Capital, LLC; Mid State Trusts II-XI; Wilmington Trust Company; Mid-State Capital Corporation 2004-1 Trust; Mid-State Capital Corporation 2005-1 Trust; Mid-State Capital Corporation 2006-1 Trust; and Mid-State Capital Corporation 2010-1 Trust ("collectively, "Arbitration Plaintiffs") filed a Complaint to Compel Arbitration in this Court against the Millers seeking to compel them to arbitrate their claims. The Court can exercise federal subject matter jurisdiction over the Complaint to Compel Arbitration pursuant to 28 U.S.C. § 1332. See Compl., ¶¶ 2-24 (establishing that the parties are of diverse citizenship and the amount in controversy exceeds \$75,000). The Court now considers the Motion to Compel Arbitration filed by the Arbitration Plaintiffs.

---

<sup>2</sup> The state court Complaint was removed to this court and is pending as Dove, et. al v. Green Tree Servicing, et al., Civil Action No. 3:16-cv-319 (S.D. Miss.)

## II. Discussion

Under the Federal Arbitration Act ("FAA"):

A written provision in ... a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

9 U.S.C. § 2. To determine whether a contract "evidenc[es] a transaction involving commerce" for the purposes of the FAA, the United States Supreme Court has held that "control over interstate commerce reaches not only the actual physical interstate shipment of goods but also [extends to] contracts relating to interstate commerce." Allied-Bruce Terminix Cos., Inc. v. Dobson, 513 U.S. 265, 273-74 (1995). Here, based on the nature and purpose of the Sales Contract entered between Walter Mortgage Company and the Millers, and because it is to be performed by individuals/entities in different states,<sup>3</sup> the Court finds the underlying Sales Contract involves interstate commerce. See e.g. Mississippi Fleet Card, L.L.C. v. Bilstat, Inc., 175 F.Supp.2d 894, 898 (S.D. Miss. 2001) (finding that as the parties' agreement and attendant arbitration clause was entered into, and was to be performed by, citizens of different states, the agreement involved interstate

---

<sup>3</sup> Walter Mortgage Company is a Delaware corporation with its principal place of business in Texas. See Mot. to Compel Arbitration, Ex. A, at "Exhibit 'D'".

commerce as that term is defined by FAA precedent). Accordingly, the Court finds the Sales Contract and incorporated Arbitration Agreement involve interstate commerce as that term is applied to the FAA and, therefore, may be enforced under that statute. See Allied-Bruce, 513 U.S. at 273-74 (indicating that the term "involving commerce" should be construed liberally as meaning "affecting commerce."); Arce v. Cotton Club of Greenville, Inc., 883 F. Supp. 117, 119 (N.D. Miss. 1995) ("Section 2's requirements are met where contractual activity facilitates or affects commerce, even tangentially.").

Next, to determine whether parties to an arbitration agreement should be compelled to arbitrate under the FAA, courts generally apply a two-step analysis. See e.g. Webb v. Investacorp, Inc., 89 F.3d 252, 257-58 (5th Cir. 1996):

The first step is to determine whether the parties agreed to arbitrate the dispute in question. This determination involves two considerations: (1) whether there is a valid agreement to arbitrate between the parties; and (2) whether the dispute in question falls within the scope of that arbitration agreement. When deciding whether the parties agreed to arbitrate the dispute in question, courts generally ... should apply ordinary state-law principles that govern the formation of contracts. In applying state law, however, due regard must be given to the federal policy favoring arbitration, and ambiguities as to the scope of the arbitration clause itself must be resolved in favor of arbitration. The second step is to determine whether legal constraints external to the parties' agreement foreclosed the arbitration of those claims.

Id. (alterations in original) (citations omitted). Ordinarily, both steps are questions for the court. See Will-Drill Res., Inc. v.



Samson Res. Co., 352 F.3d 211, 214 (5th Cir. 2003). In cases, however, in which “the arbitration agreement contains a delegation clause giving the arbitrator the primary power to rule on the arbitrability of a specific claim, the analysis changes.” Kubala v. Supreme Prod. Servs., Inc., 830 F.3d 199, 201 (5th Cir. 2016) (citing First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 942 (1995)).

Thus, if the party seeking arbitration points to a purported delegation clause, the court’s analysis is limited. It performs the first step – an analysis of contract formation – as it always does. But the only question, after finding that there is in fact a valid agreement, is whether the purported delegation clause is in fact a delegation clause – that is, if it evinces an intent to have the arbitrator decide whether a given claim must be arbitrated. If there is a delegation clause, the motion to compel arbitration should be granted in almost all cases.

Id., at 202 (citing Rent-A-Ctr., W., Inc. v. Jackson, 561 U.S. 63, 68-69 (2010)).

As regards the first inquiry, i.e. whether the parties entered a valid arbitration agreement, courts are instructed to “apply ordinary state-law principles that govern the formation of contracts.” Kaplan, 514 U.S. at 943; May v. Higbee Co., 372 F.3d 757, 764 (5th Cir. 2004). The Millers argue that there does not exist a valid agreement to arbitrate between them and the Arbitration Plaintiffs because (1) there was no valid assignment of the Sales Contract and/or (2) non-signatories/affiliates of signatories cannot enforce an arbitration agreement.

Although the Arbitration Plaintiffs are not signatories to the Arbitration Agreement signed by the Millers, the United States Court of Appeals for the Fifth Circuit has held: "Who is actually bound by an arbitration agreement is a function of the intent of the parties, as expressed in the terms of the agreement." Sherer v. Green Tree Servicing LLC, 548 F.3d 379, 381 (5th Cir. 2008) (quoting Bridas S.A.P.I.C. v. Government of Turkmenistan, 345 F.3d 347, 355 (5th Cir. 2003)). In Sherer, the plaintiff had entered a loan agreement, which contained the following arbitration provision: "All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement ... shall be resolved by binding arbitration." Id. at 380. Although Green Tree Servicing LLC, was not a party, and therefore not a signatory, to the loan agreement, the Fifth Circuit held that Sherer was required to arbitrate the claims he had alleged against Green Tree. As explained by the court:

According to the broad terms of the Loan Agreement, Sherer has agreed to arbitrate any claims arising from "the relationships which result from th[e] [a]greement." A loan servicer, such as Green Tree, is just such a "relationship." Indeed, without the Loan Agreement, there would be no loan for Green Tree to service, and no party argues to the contrary. Sherer's ... claims arise from Green Tree's conduct as Sherer's loan servicer and, therefore, fall within the terms of the Loan Agreement's arbitration clause. Based on the Loan Agreement's language, Sherer has validly agreed to arbitrate with a nonsignatory, such as the loan servicer Green Tree, and the language is sufficiently broad to permit Green Tree to compel arbitration.

Id. at 382.

Here, the parties to the Sales Contract agreed to arbitrate any claim arising out of or relating to (1) that Agreement; (2) the breach of that Agreement; (3) any negotiations leading up to the making of that Agreement; (4) any extension of credit related to that Agreement; (5) the House that is the subject of that Agreement, (6) any insurance sold under or in connection with that Agreement, or (7) "any relationship resulting from any of the foregoing." Mot. to Compel Arb., Ex. A, at "Exhibit 'D'". In addition, the parties agreed that the arbitration provision would "encompass and govern not only all controversies between Buyer and Seller, but also all controversies between Buyer and Seller and/or assigns, affiliates and present and former agents or employees of either Buyer or Seller." Id., Ex. A at "Exhibit D." It is clear from the Complaint that the Millers' claims against the Arbitration Plaintiffs are all predicated on the extension of credit they obtained in conjunction with the Sales Contract, and the subsequent sale or assignment of the commercial paper related thereto (i.e. promissory notes, deeds of trust, etc.) to the current owners/holders of those deeds, and the companies servicing the loan agreements. See e.g. Id., Ex. H at ¶ 41 (alleging that "Jim Walter Homes sold, assigned, or conveyed the contracts, promissory notes, and deed of trust at issue to Walter Investment Management Corp. or one of the Mid State Trust Entities, and ultimately to Wilmington Trust Co., Green Tree, and their predecessors who in turn attempted

to sell, assign, or convey said instruments to the other Defendants named herein. Without a willingness of these Defendants to purchase such ill-gotten paper, there would be no market of incentive to perpetuate this wrongful scheme. Green Tree Servicing, LLC is now the servicing agent for these mortgages.”); Id. at ¶¶ 38, 40 (alleging that the defendants assert “that they are the owners and holders of [the Millers’] promissory notes and deeds of trust” and that they “continue to wrongfully attempt to collect mortgage payments” even though the Millers’ obligation to make such payments was obtained through wrongful conduct). As it is clear that the Millers’ claims arise out of or relate to the extension of credit they obtained in conjunction with the Sales Contract, and the relationship that was established between them and the Arbitration Plaintiffs after the latter purchased and/or were conveyed or assigned the commercial paper relating to that financing, the Court finds the Millers have agreed to arbitrate their claims with all of the nonsignatory Arbitration Plaintiffs under the express terms of the Arbitration Agreement.

Additionally, the Court recognizes that under Mississippi law, “‘a non-signatory may be able to enforce an arbitration agreement against a signatory where the non-signatory has a close legal relationship with a signatory of the agreement’ and where the plaintiff alleges ‘substantially interdependent and concerted misconduct’ between the signatory and non-signatory.” Briovarx v.

Transcript Pharmacy, Inc., 163 So.3d 311, 315 (Miss. Ct. App. 2015) (quoting Sawyers v. Herrin-Gear Chevrolet Co., Inc., 26 So.3d 1026, 1038 (Miss. 2010)). Here, the Arbitration Plaintiffs are identified as having a close legal relationship with the signatory, Walter Mortgage Company. See e.g. Mot. to Compel, Ex. H at ¶¶ 5 & 34 (identifying Green Tree Servicing, LLC, as being the successor by merger with Walter Mortgage Company, LLC, and a wholly owned subsidiary of Walter Investment Management Corporation); Id. at ¶ 41 (identifying the Mid State Trust entities and the Wilmington Trust Company as being assignees or conveyees of Walter Mortgage Company). Additionally, the Millers have alleged “substantially interdependent and concerted misconduct” between the Walter Entities/Walter Mortgage Company and the Arbitration Plaintiffs. See e.g. id. at ¶ 22 (alleging the Millers were “victims of a scheme perpetuated by the Defendants” and that the “Defendants and related non-parties collaborated in [a] deceptive and misleading sales scheme to trick the original owners/prior victims, and now the Plaintiffs.”); Id. at ¶ 27 (alleging “Defendants entered into business relationships to solicit the Plaintiffs and other similarly situated persons for the purpose of obtaining unlawful and illegitimate gains and profits through deception by wrongfully obtaining Plaintiffs’ signatures on contracts, promissory notes, deeds of trust, and insurance payment plans.”); Id. at ¶ 41 (alleging that Walter Mortgage Company sold or assigned the

Millers' contracts, promissory notes, etc., to Walter Investment Management Corporation, or one of the Mid-State Trust Entities, and then to Wilmington Trust Co., Green Tree, and their predecessors, who in turn attempted to sell or assign them to other defendants, and that "[w]ithout a willingness of these Defendants to purchase such ill-gotten paper, there would be no market or incentive to perpetrate this wrongful scheme."); Id. at ¶¶ 60-65 (alleging that all of the named defendants conspired and participated in the complained of scheme that resulted in the Millers having incurred exorbitant debt for a defectively built house); Id. at ¶ 92 (alleging that each named defendant "aided and abetted each and every act" complained of by the Millers, and that without the "assistance and cooperation" provided by the named defendants, the complained of "fraudulent scheme could not have been possible."). The Court finds, because the allegations in the Millers' Complaint establish both that (1) the non-signatory Arbitration Plaintiffs have close legal relationships with the signatory, Walter Mortgage Company (the signatory of the Arbitration Agreement), and (2) there was allegedly "substantially interdependent and concerted misconduct" between the signatory and non-signatory Arbitration Plaintiffs, that the Millers can be compelled to arbitrate their claims against the Arbitration Plaintiffs even though they are not signatories to the arbitration agreement under governing Mississippi law. In sum, having found that (1) the parties agreed

to arbitrate all claims arising out of or relating to any relationship resulting from the extension of credit and insurance related to the Sales Contract and (2) the non-signatory Arbitrations Plaintiffs can compel arbitration under Mississippi law, the Court finds the subject Arbitration Agreement entered by the Millers is valid. As discussed below, the issue of whether the Arbitration Agreement is enforceable is one that has been delegated to the arbitrator.

Having found that there exists a valid agreement between the Millers and the Arbitration Plaintiffs, the Court next considers whether the subject Arbitration Agreement contains a delegation provision giving the arbitrator the primary power to rule on arbitrability. The Fifth Circuit has found that if an arbitration agreement contains a delegation provision, "the role of the federal courts is strictly limited – we must refer the claim to arbitration absent some exceptional circumstance." Kubala, 830 F.3d at 203. The subject Arbitration Agreement entered by the parties contains the following express delegation provision: "Any dispute regarding whether a particular controversy is subject to arbitration, including, but not limited to claims contesting the making, existence, enforceability, scope or conscionability of this Arbitration Agreement, shall be decided by the arbitrator." Mot. to Compel, Ex. A, at "Exhibit D." Thus, unless the Millers "challenge the delegation provision specifically", the Court "must

treat it as valid under FAA § 2, and must enforce it under FAA §§ 3 and 4, leaving any challenge to the validity of the Agreement as a whole for the arbitrator.” Rent-A-Center, West, Inc., 561 U.S. at 72 (alterations in original).

With respect to the delegation provision, the Millers first argue that that provision is unenforceable because they did not enter a valid arbitration agreement with the Arbitration Plaintiffs. See Mem. in Supp. of Resp. [Docket No. 21], 14 (“[I]f this Court finds that the arbitration agreement is nonexistent because it was never executed or is invalid and unenforceable, the delegation provision is unenforceable as well.”). The Court, however, has already found that a valid agreement to arbitrate exists between the Arbitration Plaintiffs and the Millers either based on the express language of the Arbitration Agreement or under Mississippi law. Accordingly, the Court finds this argument lacks merit. Next, the Millers argue that they “never intended to delegate the power to decide arbitrability to an arbitrator.” Id. at 15. The Court, however, has already found that because the subject Arbitration Agreement expressly contains a delegation provision, there exists “clear and unmistakable evidence that the parties agreed to arbitrate arbitrability.” Accordingly, the Court finds this argument, too, lacks merit.

Finally, the Millers challenge the validity of the Arbitration Agreement on the grounds of procedural and substantive



unconscionability. Claims of unconscionability do not affect whether an arbitration agreement has been entered but, instead, permit a court to invalidate an otherwise existing agreement. See e.g. Doctor's Assocs., Inc. v. Casarotto, 517 U.S. 681, 686 (1996) (explaining that state contract law principles may be used to "invalidate an arbitration clause 'upon such grounds as exist at law or in equity for the revocation of any contract.'"); East Ford, Inc. v. Taylor, 826 So.2d 709, 711 (Miss. 2002) (explaining that if "an arbitration agreement is found to be unconscionable pursuant to general state law principles, then it may be invalidated without offending the Federal Arbitration Act."). The delegation provision in the subject Arbitration Agreement specifically authorizes the arbitrator to resolve disputes regarding "whether a particular controversy is subject to arbitration", which includes claims contesting the "enforceability, scope or conscionability" of that Agreement. As such, the Court finds the issue of whether the Arbitration Agreement is invalid as unconscionable is one that must be resolved by the arbitrator. Based on that same language, the Court finds the issue of whether the Arbitration Agreement is unenforceable because of the lack of pre-arbitration mediation, is likewise to be decided by the arbitrator.

In sum, having found that a valid agreement to arbitrate exists between the Arbitration Plaintiffs and the Millers, and that the subject Arbitration Agreement contains a delegation provision

under which the parties agreed to arbitrate arbitrability, the Court finds the Motion of the Arbitration Plaintiffs to Compel Arbitration should be granted.

### **C. Stay Pending Arbitration**

In addition to seeking to compel arbitration, the Arbitration Plaintiffs have moved to stay litigation of the claims alleged against them pending arbitration as authorized by the FAA. Under 9 U.S.C. § 3, "the court in which [a] suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration ..., shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement ...". Having found the Millers are required to arbitrate the claims they have alleged against the Arbitration Plaintiffs in Dove, et al. v. Green Tree Servicing, LLC, Civil Action No. 3:16-cv-319 (S.D. Miss.), the Court finds all proceeding between the parties hereto in that case should be stayed pending arbitration.

### **III. Conclusion**

For the foregoing reasons:

IT IS THEREFORE ORDERED that the Motion of the Arbitration Plaintiffs to Compel Arbitration [Docket No. 15] is hereby granted. As April and Stacey Miller are hereby ordered to arbitrate all of

the claims they have alleged against the Arbitration Plaintiffs in Dove, et al. v. Green Tree Servicing, LLC, et al., Civil Action No. 3:16-cv-319 (S.D. Miss.), and as nothing remains to be litigated in this lawsuit, the Court will dismiss this case. Any party may move to re-open this case if further judicial intervention is necessary to enforce the rulings of this Court, or to enforce the rulings of the arbitrators.

IT IS FURTHER ORDERED that as the Millers are hereby ordered to arbitrate all of the claims they allege against the Arbitration Plaintiffs in Dove, et al. v Green Tree Servicing, LLC, et al., Civil Action No. 3:16-cv-319 (S.D. Miss.), all proceeding in that case will be stayed as between the Millers and the Arbitration Plaintiffs only pending arbitration.

SO ORDERED this the 18th day of January, 2017.

s/ William H. Barbour, Jr.  
UNITED STATES DISTRICT JUDGE