

1 foreclosure or why she had made five years of loan payments on money she had never
2 received. The Court denied her leave to amend the complaint because the only new claims
3 she had asserted were not “plausible” under the standard set forth in *Ashcroft v. Iqbal*, 556
4 U.S. 662, 679 (2009). It therefore found that allowing the amendment would be “nothing
5 more than an exercise in futility.” *Bonin v. Calderon*, 59 F.3d 815, 845 (9th Cir. 1995).

6 Plaintiff has filed a motion to reconsider. (Doc. 22).

7 **DISCUSSION**

8 **I. Legal Standard**

9 A motion for reconsideration may be granted only on one of four grounds, “1) the
10 motion is necessary to correct manifest errors of law or fact upon which the judgment is
11 based; 2) the moving party presents newly discovered or previously unavailable evidence;
12 3) the motion is necessary to prevent manifest injustice or 4) there is an intervening change
13 in controlling law.” *Turner v. Burlington N. Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir.
14 2003) (internal quotations and emphasis omitted). Motions for reconsideration are disfavored
15 and are not the place for parties to make new arguments not raised in their original briefs and
16 arguments. *See Northwest Acceptance Corp. v. Lynnwood Equip., Inc.*, 841 F.2d 918, 925-26
17 (9th Cir. 1988). Nor should such motions ask the Court to “rethink what the court has
18 already thought through—rightly or wrongly.” *See United States v. Rezzonico*, 32 F. Supp.
19 2d 1112, 1116 (D. Ariz. 1998) (quoting *Above the Belt, Inc. v. Mel Bohannon Roofing, Inc.*,
20 99 F.R.D. 99, 101 (E.D. Va. 1983)).

21 **II. Analysis**

22 Plaintiff’s Motion for Reconsideration is denied. Plaintiff claims that she “was under
23 the impression that her claims in the original complaint were dismissed for missing some
24 facts or legal reasoning—and not because those claims were improper.” (Doc. 22 at 2). As
25 the original Order noted, the claims were dismissed because they lacked merit, and she was
26 instructed not to re-assert them. Plaintiff claims that the court “chose to use Plaintiff’s
27 misunderstanding to amend the dismissed claims from the original complaint as justification
28 for dismissal of the whole amended complaint.” (Doc. 22 at 2). In fact, the Court considered

1 the new allegations and found that they were fanciful, and that granting Plaintiff leave to
2 amend and assert them would be “nothing more than an exercise in futility.” *Bonin*, 59 F.3d
3 at 845. Plaintiff continues to assert that Defendants have failed to offer satisfactory proof that
4 they have the power to foreclose on her property, and writes that “the citations supporting¹
5 the show-me-the-note doctrine that the district judge principally relied upon to dismiss
6 Plaintiff’s claims and complaint is [sic] a sham and should not stand on appeal.”(Doc. 22 at
7 3). The Arizona Supreme Court has recently confirmed that foreclosures in Arizona are
8 governed by the deed of trust statutes, and that these statutes “impose no obligation on the
9 beneficiary to ‘show the note’ before the trustee conducts a non-judicial foreclosure. The
10 only proof of authority the trustee’s sales statutes require is a statement indicating the basis
11 for the trustee’s authority.”*Hogan v. Washington Mut. Bank, N.A.*, __ P.3d __, 2012 WL
12 1835540, at *2 (2012) (citing Arizona Revised Statutes (“A.R.S.”) § 33-808(C)(5)).
13 Plaintiff’s claim is not legally cognizable in Arizona.

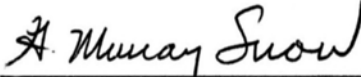
14 Plaintiff also faults the Court for not crediting her newly-invented claim that she never
15 received any money from her lender. (Doc. 22 at 3). Contrary to Plaintiff’s contention, the
16 Court did not rely on presumptions or inadmissible evidence in its ruling. Plaintiff does not
17 deny that she filled out loan paperwork, that she moved into a home which she now claims
18 to own, and that she made payments on the alleged loan for some time before bringing this
19 action. She alleges only that she never actually received any money from the lender, claiming
20 that somehow the lender defrauded her into believing that she was lent money. Although
21 such a fraud may explain why she would have made the payments, it does not explain how
22 she obtained the house. Plaintiff has never claimed that she paid for the house with money
23 other than that received from the lender. She has not offered any explanation as to how she
24 paid for the house. A court is required, in reviewing a complaint, “to draw on its judicial
25 experience and common sense.” *Iqbal* 556 U.S. at 679. Ms. Vawter’s complaint was based
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27 ¹ In fact, the Court relied on cases, including appellate cases, demonstrating that the
28 theory has no legal merit in Arizona.

1 on discredited legal theory and fanciful facts, and it was proper for the Court to deny her
2 leave to amend. Her motion for reconsideration is nothing more than a demand to “rethink
3 what the court has already thought through,” which in this instance, the Court thought
4 through properly the first time. *Rezzonico*, 32 F.Supp.2d at 1116.

5 **IT IS THEREFORE ORDERED** that Plaintiff’s Motion to Reconsider (Doc. 22) is
6 **denied**. This matter shall remain closed.

7 DATED this 31st day of May, 2012.

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11 G. Murray Snow
12 United States District Judge
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