

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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CIVIL MINUTES - GENERAL

Case No. CV 13-1814 CAS (JPRx) Date April 15, 2013

Title KATHLEEN ANGEL EISENBERG V. CITIBANK, N.A. ET AL.

Present: The Honorable CHRISTINA A. SNYDER

CATHERINE JEANG

N/A

N/A

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants

n/a

n/a

Proceedings: MOTION TO DISMISS CASE (Docket #3, filed March 15, 2013)

The Court finds this motion appropriate for decision without oral argument. Fed. R. Civ. P. 78; Local Rule 7-15. Accordingly, the hearing date of April 22, 2013 is vacated, and the matter is hereby taken under submission.

I. INTRODUCTION

Plaintiff filed the instant action in Los Angeles County Superior Court, and on March 13, 2013, defendants removed the case to this Court. Plaintiff's complaint seeks to prevent the foreclosure of her home, and alleges claims for injunctive relief, breach of contract, unfair business practices, declaratory relief, and wrongful foreclosure.

Before this case was removed, plaintiff requested a temporary restraining order and preliminary injunction preventing defendants from foreclosing on plaintiff's home. The state court held a hearing on the requests on February 25, 2013, at which no appearance was made on behalf of defendants. The state court issued the requested preliminary injunction at the hearing, subject to plaintiff posting an undertaking in the amount of \$50,000 by March 11, 2013. Dkt. #1 at 62 – 63.

On March 15, 2013, defendants filed a motion to dismiss plaintiff's complaint. Plaintiff filed an opposition on April 4, 2013, and defendants replied on April 5, 2013. After considering the parties' arguments, the Court finds and concludes as follows.

II. DISCUSSION

UNITED STATES DISTRICT COURT
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The gravamen of plaintiff's complaint appears to be that defendants improperly breached a loan forbearance agreement by improperly refusing to accept payments plaintiff attempted to make pursuant to that agreement. See Complaint ¶ 9. Plaintiff's complaint does not, however, allege crucial details underlying any of her claims. Plaintiff's complaint does not, among other things, allege the identity of the property at issue in this case, the terms of her mortgage, the terms of the loan forbearance agreement, when and under what circumstances plaintiff attempted to make payments pursuant to that agreement, what amount plaintiff has offered to tender in order to cure any delinquencies or costs that may be due for redemption, or what facts show that plaintiff need not tender in this case. Plaintiff's complaint therefore does not satisfy federal pleading standards. See Fed. R. Civ. Proc. 8(a).

Accordingly, the Court dismisses plaintiff's complaint, but grants plaintiff leave to amend in order to allege the factual details underlying this case.

III. CONCLUSION

In accordance with the foregoing, plaintiff's complaint is hereby **DISMISSED** without prejudice. Plaintiff must file an amended complaint addressing the deficiencies identified herein by **May 13, 2013**. Failure to do so may result in dismissal of this action with prejudice.

IT IS SO ORDERED.

Initials of Preparer _____ : _____ 00
MS
