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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

NORMA MADRIGAL,
Plaintiff,
v.
NATIONSTAR MORTGAGE LLC, et al.,
Defendants.

Case No. 1:15-cv-00809-SAB
ORDER REQUIRING DEFENDANT TO
SUPPLEMENT MOTION FOR SUMMARY
JUDGMENT

On January 31, 2017, Defendant Nationstar Mortgage, LLC filed a motion for summary judgment in this action. In the motion, Defendant contends that Plaintiff Norma Madrigal is not a third party beneficiary to the contract at issue in this action.

The California Civil Code provides that a contract made expressly for the benefit of a third party may be enforced by that party at any time before the contract is rescinded. Cal. Civ. Code § 1559. Ascertaining the intent of the parties is to be inferred solely from the language of the written contract if possible. Cal. Civ. Code §§ 1638. While Defendant contends that Plaintiff is not a third party beneficiary under the note and deed of trust that were executed in purchasing the property at issue herein, the note was not included as evidence in support of the motion for summary judgment.

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