UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

GERTRUDE KENNEDY,

Plaintiff,

v.

WORLD ALLIANCE FINANCIAL CORP.; ORANGE COAST TITLE COMPANY; and DOES 1 through 20, inclusive of unidentified representatives of defendant WORLD ALLIANCE FINANCIAL CORP., who personally solicited,

Defendants.

NO. CIV. S-11-0066 LKK/KJN

O R D E R

Plaintiff brought this lawsuit in order to, among other things, rescind a "reverse mortgage" agreement she entered into with defendant World Alliance Financial Corp, and to obtain relief from defendant Orange Coast Title Company for its alleged breach of its fiduciary duty in connection with the reverse mortgage agreement.[1]

[1] See Kennedy v. World Alliance Financial Corp., 792 F. Supp.2d 1103 (E.D. Cal. 2011) (Karlton, J.), dismissing some

Both defendants have filed noticed motions to dismiss. Orange Coast bases its motion on plaintiff's abandonment of her claims, its assertion that it is a "sham defendant," and its argument that plaintiff fails to state a claim upon which relief can be granted (ECF No. 29). World Alliance bases its motion on plaintiff's failure to prosecute her case, and her failure to comply with discovery orders (ECF Nos. 31 & 32).

Plaintiff, who has proceeded pro se since her attorney withdrew, has not opposed either dismissal motion, nor filed a Statement of Non-Opposition. It appearing that plaintiff has indeed abandoned this lawsuit, the court will grant both motions on the basis of lack of prosecution.

Accordingly:

1. The hearing on these motions, currently scheduled for December 3, 2012, is **VACATED**;

2. Defendant Orange Coast's motion to dismiss for abandonment of plaintiff's claims (ECF No. 29), is **GRANTED**; and

3. Defendant World Alliance's motion to dismiss for failure to prosecute (ECF No. 31), is **GRANTED**;

4. Plaintiff's complaint is **DISMISSED** in its entirety, without prejudice, for plaintiff's failure to prosecute, pursuant to Fed. R. Civ. P. 41(b).

---

claims, but permitting the case to proceed against World Alliance and Orange Coast on plaintiff's claim for breach of fiduciary duty, and against World Alliance on plaintiff's claim for violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200. Plaintiff did not amend her complaint, and accordingly the case proceeded on these claims under the original complaint.

IT IS SO ORDERED.

DATED: November 27, 2012.

LAWRENCE K. KARLTON
SENIOR JUDGE
UNITED STATES DISTRICT COURT