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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

JP MORGAN CHASE BANK, N.A.,  
Plaintiff,  
v.  
SIERRA PACIFIC MORTGAGE  
COMPANY, INC.,  
Defendant.

No. 2:13-cv-1397-JAM-KJN

ORDER

Presently before the court is defendant Sierra Pacific Mortgage Company, Inc.’s (“defendant”) motion to compel plaintiff JP Morgan Chase Bank, N.A. (“plaintiff”) to produce its written Seller and Servicing Contracts with the Federal National Mortgage Association (“Fannie Mae”) and the Federal Home Loan Mortgage Corporation (“Freddie Mac”) that concern the 12 mortgage loans at issue in this action in response to defendant’s request for production numbers 2, 4, and 10. (ECF No. 80.) Defendant also requests the court to order plaintiff to supplement the Declaration of William Betz dated August 11, 2015, that plaintiff produced in response to the court’s July 21, 2015 order directing plaintiff to provide defendant with a declaration stating whether any of the loans at issue in this action fell within the “credit back” provisions of plaintiff’s October 2013 settlement agreements with Fannie Mae and Freddie Mac. (Id.)

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1           The court heard this matter on its December 10, 2015 law and motion calendar. Attorney  
2 Gregory Sudbury appeared for plaintiff. Attorney Navdeep Singh appeared for defendant. Based  
3 on the defendant's motion, the parties' joint statement, other relevant filings, and oral arguments,  
4 and for the reasons discussed on the record during the hearing, defendant's motion to compel  
5 (ECF No. 80) is GRANTED IN PART. Accordingly, IT IS HEREBY ORDERED that:

6           1. Defendant's request to compel plaintiff's written Seller and Servicing Contracts  
7 with Fannie Mae and Freddie Mac regarding the 12 loans at issue in this action is DENIED  
8 without prejudice. Within 30 days from the date of this order, plaintiff shall provide defendant  
9 with a formal statement, via declaration or other appropriate means, that clearly and  
10 unequivocally reiterates its counsel's representation at the hearing that the representations and  
11 warranties and underwriting terms in plaintiff's Seller and Servicing Contracts with Fannie Mae  
12 and Freddie Mac concerning the 12 loans at issue are *exactly* the same as those contained within  
13 the relevant Fannie Mae and Freddie Mac Sellers Guides plaintiff has already produced to  
14 defendant. If plaintiff refuses to provide such a definite statement or defendant obtains  
15 information that leads it to reasonably believe that the representations and warranties and/or  
16 underwriting terms in the relevant Seller and Servicing Contracts materially differ from the  
17 Sellers Guides, then defendant may renew its motion to compel the written contracts or seek other  
18 appropriate relief from the court.

19           2. Defendant's request for an order directing plaintiff to supplement its declaration of  
20 William Betz is GRANTED. Within 30 days of the date of this order, plaintiff shall provide  
21 defendant with a supplemental declaration to the Declaration of William Betz that clearly sets  
22 forth what efforts were made to ascertain that the 12 loans at issue in this action were in no way  
23 impacted by either of the October 2013 settlement agreements plaintiff entered into with Fannie  
24 Mae or Freddie Mac.<sup>1</sup>


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25 <sup>1</sup> As the court noted at the hearing, the supplemental response may require Mr. Betz, or another  
26 individual with personal knowledge of the efforts plaintiff made to determine that the 12 loans at  
27 issue in this action were not impacted by the October 2013 settlement agreements, to address the  
28 underlying settlement agreements to the extent needed to show that they did not impact the loans  
at issue. Accordingly, if it is later brought to the court's attention that the supplemental  
declaration addresses the topic in a manner that is equivocal or vague because plaintiff takes the

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IT IS SO ORDERED.

Dated: December 18, 2015

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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position that further clarification would reveal confidential information contained within the settlement agreements, appropriate sanctions may issue.