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5 Attorneys for Plaintiff  
 KATY SULLIVAN

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 7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10 KATY SULLIVAN, also known as KATY  
 11 MARIE SULLIVAN,

12 Plaintiff,

13 v.

14 WASHINGTON MUTUAL BANK, FA,  
 JP MORGAN CHASE BANK, National  
 15 Association, BANK OF AMERICA,  
 National Association, CALIFORNIA  
 16 RECONVEYANCE COMPANY; and  
 17 DOES 1 through 50, inclusive Defendants.

Case No. CIV 09 2161 EMC

**UPDATED JOINT CASE MANAGEMENT  
 STATEMENT ; ORDER CONTINUING CMC**

Date: November 21, 2013  
 Time: 10:30 a.m.  
 Dept: 5 - 17th Floor  
 Judge: Hon. Edward M. Chen

Action Filed: 4/22/09

18 **TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

19 Defendants JPMorgan Chase Bank, N.A. (“JPMorgan”), California Reconveyance  
 20 Company (“CRC”) and Bank of America, National Association, as successor by merger to  
 21 LaSalle Bank NA as trustee for WaMu Mortgage Pass-Through Certificates Series 2006-AR9  
 22 Trust (“B of A”) (together, “Defendants”), along with plaintiff Katy Sullivan  
 23 (“Plaintiff”)(collectively the “Parties”), hereby submit this Updated Joint Case Management  
 24 Statement.

25 **1. Jurisdiction and Service**

26 Plaintiff has named the following as defendants: WASHINGTON MUTUAL BANK, FA,  
 27 JPMORGAN CHASE BANK, National Association, BANK OF AMERICA, National  
 28 Association, LASALLE BANK, National Association, CALIFORNIA RECONVEYANCE

1 COMPANY; and Does 1 through 50, inclusive.

2 This court has jurisdiction, because Plaintiff, in the initial complaint, alleges violations of  
3 the Federal Truth in Lending Act (“TILA”). (See Second Amended Complaint.)

4 **2. Status of the Case and Changes Since Previous Joint Statement:**

5 Plaintiff seeks statutory damages under TILA, as well as general damages. Plaintiff also  
6 seeks rescission under TILA. According to Plaintiff, Defendants failed to make certain  
7 disclosures required under the TILA at the time the subject loan was issued to Plaintiff, and  
8 thereafter. Plaintiff also contends that Defendants falsely represented the nature of the subject  
9 loan. Defendants deny these allegations and contend that they did not participate in the  
10 origination process which is the subject of Plaintiff’s legal action. Plaintiffs and Defendants  
11 entered into a conditional settlement, part of which involved a loan modification, the terms of  
12 which were established pending Plaintiff’s submission of a loan modification application and  
13 income verification. During this process, Plaintiff lost her job, but was successful in finding new  
14 employment. Her disclosure materials were again been provided to Defendants and all parties  
15 believe that the settlement may now proceed. Defendants have provided a set of settlement  
16 documents (which are to include the new refinancing or loan modification documents), and those  
17 documents are being revised in response to certain limited comment/requests by Plaintiff. Due to  
18 the size of the concerned parties and the relative complexity of the documents, they are  
19 unavoidably still in the drafting process.

20 **A. Motions:**

21 Defendants may bring a motion for summary judgment pursuant to FRCP 56.

22 **B. Discovery:**

23 The parties have exchanged limited written discovery, however such discovery is  
24 currently stayed pending the settlement. Discovery, as a result, is not pending as to do so would  
25 be to expend attorney’s fees hopefully unnecessarily.

26 **C. Settlement and ADR:**

27 The parties did reach a settlement, conditioned on a loan modification, which, as stated  
28 above, is in the drafting process and review by the concerned departments of defendants after

1 review by Plaintiff. All parties believe that the settlement is positioned to go forward; as would  
2 be expected, it is conditioned on the loan modification documents being readied and in recordable  
3 form.

4 Both parties request a further, thirty (30) day extension to allow Defendants to finalize  
5 documentation for the already-negotiated settlement. On completion and execution of the  
6 documentation, this action is to be dismissed.

7 Respectfully submitted,

8  
9 DATED: November 19, 2013

ALVARADOSMITH  
A Professional Corporation

11 By: /s/ Theodore E. Bacon  
12 THEODORE E. BACON  
13 Attorneys for Defendants  
14 JPMORGAN CHASE BANK, N.A.,  
15 CALIFORNIA RECONVEYANCE  
16 COMPANY and BANK OF AMERICA,  
17 NATIONAL ASSOCIATION, as successor  
18 by merger to LaSalle Bank NA as trustee for  
19 WaMu Mortgage Pass-Through Certificates  
20 Series 2006-AR9 Trust

21 DATED: November 19, 2013

22 By: /s/ J. Brian McCauley  
23 J. BRIAN MCCAULEY, ESQ..  
24 Attorneys for Plaintiff,  
25 KATY SULLIVAN

26 IT IS SO ORDERED that the further CMC is reset from 11/21/13 to 1/23/14  
27 at 10:30 a.m. An updated joint CMC Statement shall be filed by 1/16/14.

28 Edward M. Chen  
U.S. District Judge

