

1 J. Brian McCauley (SBN 66762)  
 A Professional Law Corporation  
 2 [jbmapc@pacbell.net](mailto:jbmapc@pacbell.net)  
 425 California Street, Suite 1700  
 3 San Francisco, California 94104  
 Telephone: (415)974-1515  
 4 Facsimile: (415)543-0125

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

**JOINT RESPONSE TO ORDER TO SHOW  
 CAUSE AND EXTENSION REQUEST**

Date: October 9, 2014  
 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 (“Plaintiff”)  
 23 (collectively the “Parties”), hereby submit this Joint Response to Order to Show Cause and  
 24 Extension Request.

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 Settlement 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.

11 Plaintiff owns a 2 unit condominium. Plaintiff and Defendants have arrived at a  
12 conditional settlement which contemplates the following:

13 1) Plaintiff will deed one of the condo units to Defendant, which will then be sold  
14 and the proceeds paid to Defendant,

15 2) Plaintiff will retain the other unit, and Defendant has agreed to modify the existing  
16 loan such that the security for that loan will consist solely of a line on the unit retained by  
17 Plaintiff.

18 At the last hearing, the parties have relayed that they had agreed on principal terms of  
19 required Amendments to the Condominium CC&Rs, substitutions of trustees on the first deed and  
20 trust and HELOC held by Defendants, a form Deed of Partial Reconveyance and a Settlement  
21 Agreement, and that there might be some final revisions to those documents. The parties had also  
22 investigated what will be required to insure title on the two units in light of this transaction, and  
23 have obtained and exchanged documents that will be required by title companies. What was  
24 expected to be the parties’ final documentation was exchanged, and a last revision was seen to be  
25 necessary, pertaining to the manner of a retention of jurisdiction and performance by all, so that a  
26 dismissal can be entered which retained appropriate jurisdiction and power in the Court to move  
27 the settlement forward if ambiguity or unforeseen difficulty might crop up for either side.

28 Revised documentation is being exchanged virtually contemporaneously with this

1 Extension Request; considering advice from the Court's staff, it is believed by the parties hereto  
2 that an extension of the Order to Show Cause hearing of twenty-one (21) days is prudent and  
3 requested, so as to keep the urgency to complete this documentation in place but to avoid  
4 unnecessary imposition on the Court's calendar.

5 Accordingly, it is jointly requested that this Court set over its current Order to Show  
6 Cause appearance for three weeks, for the reasons stated hereinabove. In the event that such  
7 extension is not acceptable for whatever reason, the parties respectfully submit this Joint  
8 Response for the upcoming October 9 Order to Show Cause.

9 Respectfully submitted,

10 DATED: October 2, 2014

11 ALVARADOSMITH  
A Professional Corporation

12  
13 By: /s/ Theodore E. Bacon

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

19 DATED: October 2, 2014

20  
21 By: /s/ J. Brian McCauley

22 J. BRIAN MCCAULEY, ESQ..  
Attorneys for Plaintiff,  
KATY SULLIVAN

23 IT IS SO ORDERED that the OSC is reset for Tuesday 11/4/14  
24 at 2:30 p.m.

25 \_\_\_\_\_  
Edward M. Chen  
26 U.S. District Judge

