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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DANIEL BENEFIELD, et al.,

Plaintiffs,

No. C 14-1459 PJH

v.

**ORDER GRANTING MOTION  
TO DISMISS**

BRYCO FUNDING, INC., et al.,

Defendants.

\_\_\_\_\_ /

The motion of defendants JPMorgan Chase Bank, N.A. f/k/a Washington Mutual Bank; JP Morgan Bank, N.A., successor-in-interest to Washington Mutual Bank; and Chase Home Finance, LLC, a subsidiary of JPMorgan Chase LLC (collectively, "Chase"); Mortgage Electronic Registration System ("MERS"); and Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust ("Deutsche Bank") for an order dismissing the complaint pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim came on for hearing before this court on June 4, 2014. Plaintiffs Daniel Benefield and Deborah A. Benefield appeared in propria persona; Chase and MERS appeared by their counsel Catherine S. Meulemans; and Deutsche Bank appeared by its counsel Stephanie A. Chambers-Wraight. Having read the parties' papers and carefully considered their arguments and the relevant legal authority, the court hereby GRANTS the motion.

In June 2006, plaintiffs obtained a loan from defendant Bryco Funding, Inc. ("Bryco") in the amount of \$423,000. The loan was secured by a promissory note and deed of trust on property located in Oakland, California. At some point, plaintiffs defaulted on the loan.

**United States District Court**  
For the Northern District of California

1 A notice of default and election to sell under deed of trust was recorded in the Alameda  
2 County Recorder's Office on June 26, 2009. On April 10, 2010, a notice of rescission of the  
3 declaration of default and demand for sale, and of the notice of breach and election to  
4 cause sale was recorded with the Alameda County Recorder's Office.

5 On April 22, 2014, plaintiffs filed the present action in Alameda County Superior  
6 Court, asserting 13 causes of action – (1) fraudulent inducement to breach of contract;  
7 (2) violation of TILA; (3) fraud and conspiracy to commit fraud; (4) violation of California  
8 Civil Code § 2923.5/request for declaratory relief; (5) predatory lending/violations of Truth in  
9 Lending; (6) unlawful business practices in violation of California Business & Professions  
10 Code § 17200, premised on violations of California Civil Code § 2923.5; (7) fraudulent  
11 business practices in violation of § 17200, premised on violations of Civil Code § 2923.5;  
12 (8) fraudulent business practices in violation of § 17200, premised on violations of Civil  
13 Code § 2923.5; (9) violation of Fair Credit Reporting Act; (10) defamation; (11) false light;  
14 (12) breach of contract; and (13) declaratory relief/injunctive relief.

15 On March 24, 2014, JPMorgan Chase Bank, N.A. (allegedly the only defendant  
16 served as of that point) filed a notice of removal, alleging federal question jurisdiction. On  
17 April 4, 2014, Chase, MERS, and Deutsche Bank filed the present motion to dismiss.  
18 Bryco has not entered an appearance, and the docket does not reflect that it has been  
19 served. Defendants argue that each of plaintiffs' 13 causes of action fails to state a claim.

20 A complaint may be dismissed under Rule 12(b)(6) for failure to state a claim if the  
21 plaintiff fails to state a cognizable legal theory, or has not alleged sufficient facts to support  
22 a cognizable legal theory. Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir.  
23 1990). The court is to “accept all factual allegations in the complaint as true and construe  
24 the pleadings in the light most favorable to the nonmoving party.” Outdoor Media Group,  
25 Inc. v. City of Beaumont, 506 F.3d 895, 899-900 (9th Cir. 2007). However, legally  
26 conclusory statements, not supported by actual factual allegations, need not be accepted.  
27 Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009); see also In re Gilead Scis. Sec. Litig., 536  
28 F.3d 1049, 1055 (9th Cir. 2008). The allegations in the complaint “must be enough to raise

1 a right to relief above the speculative level.” Bell Atlantic Corp. v. Twombly, 550 U.S. 544,  
2 555 (2007) (citations and quotations omitted).

3 A motion to dismiss should be granted if the complaint does not proffer enough facts  
4 to state a claim for relief that is plausible on its face. See id. at 558-59. A claim has facial  
5 plausibility when the plaintiff pleads factual content that allows the court to draw the  
6 reasonable inference that the defendant is liable for the misconduct alleged.” Iqbal, 556  
7 U.S. at 678 (citation omitted). “[W]here the well-pleaded facts do not permit the court to  
8 infer more than the mere possibility of misconduct, the complaint has alleged – but it has  
9 not ‘show[n]’ – ‘that the pleader is entitled to relief.’” Id. at 679. In the event dismissal is  
10 warranted, it is generally without prejudice, unless it is clear the complaint cannot be saved  
11 by any amendment. See Sparling v. Daou, 411 F.3d 1006, 1013 (9th Cir. 2005).

12 Although the court generally may not consider material outside the pleadings when  
13 resolving a motion to dismiss for failure to state a claim, the court may consider matters  
14 that are properly the subject of judicial notice. Lee v. City of Los Angeles, 250 F.3d 668,  
15 688-89 (9th Cir. 2001); Mack v. South Bay Beer Distributors, Inc., 798 F.2d 1279, 1282 (9th  
16 Cir. 1986). Additionally, the court may consider exhibits attached to the complaint, see Hal  
17 Roach Studios, Inc. V. Richard Feiner & Co., Inc., 896 F.2d 1542, 1555 n.19 (9th Cir.  
18 1989), as well as documents referenced extensively in the complaint and documents that  
19 form the basis of a the plaintiff’s claims. See No. 84 Employer–Teamster Joint Counsel  
20 Pension Trust Fund v. America West Holding Corp., 320 F.3d 920, 925 n.2 (9th Cir. 2003).

21 As a general matter, Chase, MERS, and Deutsche Bank argue that none of them  
22 was the originating lender, and that most of plaintiffs' claims appear to relate to the  
23 origination of the loan. They also contend that it is not possible to tell from the complaint  
24 what facts are pled against each defendant, with the result that defendants are unable to  
25 fashion a response to the claims asserted against them. In addition, they assert that none  
26 of the 13 causes of action states a claim.

27 The court finds that defendants' motion must be GRANTED. The complaint is  
28 largely incomprehensible, and the court is unable to ascertain exactly what plaintiffs' claims

1 are. Plaintiffs appear to be attempting to allege wrongful foreclosure, but it is clear from  
2 both the documents attached to defendants' request for judicial notice, and from plaintiffs'  
3 statements at the hearing on the motion, that no foreclosure has taken place.

4 In addition, plaintiffs' opposition to the motion is not responsive to most of  
5 defendants' arguments, and the arguments in the opposition do not match the allegations in  
6 the complaint. Nor does the proposed order match either the claims asserted in the  
7 complaint or the arguments made in the opposition to defendants' motion.

8 The dismissal is WITH LEAVE TO AMEND as set forth below. In addition, with  
9 regard to each cause of action as to which leave to amend is granted, plaintiffs must  
10 specify as to each defendant what that defendant is alleged to have done.

11 1. In the first cause of action, plaintiffs allege that they "were fraudulently  
12 induced to breach the contract with defendants," and that they "relied to their detriment on  
13 the statements made by defendants." Cplt ¶ 10. The motion to dismiss the first cause of  
14 action is GRANTED. Claims sounding in fraud are subject to the heightened pleading  
15 requirements of Rule 9(b). A plaintiff alleging fraud "must state with particularity the  
16 circumstances constituting fraud . . . ." Fed. R. Civ. P. 9(b).

17 The dismissal is WITH LEAVE TO AMEND to allege facts as to each defendant,  
18 showing that the defendant fraudulently induced plaintiffs to breach a contract. The  
19 elements of a claim of fraudulent inducement to enter into a contract or breach a contract  
20 are (a) a misrepresentation, false representation, concealment or nondisclosure; (b)  
21 knowledge of falsity; (c) intent to defraud or to induce plaintiff to enter into a contract or  
22 breach a contract; (d) justifiable reliance; and (e) resulting damage. See Lazar v. Superior  
23 Court, 12 Cal. 4th 631, 638 (1996). Plaintiffs must identify the contract and the parties to  
24 the contract. They must also allege "an account of the time, place, and specific content of  
25 the false representations as well as the identities of the parties to the misrepresentations."  
26 Swartz v. KPMG LLP, 476 F.3d 756, 764 (9th Cir. 2007). Mere conclusory allegations of  
27 fraud will not suffice. Moore v. Kayport Package Express, Inc., 885 F.2d 531, 540 (9th Cir.  
28 1989); Das v. WMC Mortgage Corp., 831 F.Supp.2d 1147, 1166 (N.D. Cal. 2011).

1           2.       In the second and fifth causes of action, plaintiffs allege that defendants  
2 violated TILA by failing to provide the required disclosures when plaintiffs obtained their  
3 loan. Cplt ¶¶ 17, 44. The motion to dismiss the second and fifth causes of action is  
4 GRANTED. Chase, MERS, and Deutsche Bank did not originate the loan, and thus  
5 plaintiffs cannot maintain a claim against them for failure to provide disclosures at the time  
6 of loan origination.

7           Moreover, any such TILA claim is time-barred. See 15 U.S.C. § 1640(e) (claim for  
8 damages based on failure to disclose as required by TILA must be brought "within one year  
9 from the date of the occurrence of the violation"). Further, to the extent that plaintiffs are  
10 trying to assert a claim of "predatory lending" under Cal. Finance Code § 4970, such a  
11 claim is barred because claims under that provision are limited to loans in an amount less  
12 than \$250,000.

13           The dismissal of the second and fifth causes of action against Chase, MERS, and  
14 Deutsche Bank is WITH PREJUDICE. As for Bryco Funding, plaintiffs stated at the hearing  
15 that Bryco had been served. The court ordered plaintiffs to file a proof of service no later  
16 than June 11, 2014, showing service of the summons and complaint on Bryco. If plaintiffs  
17 fail to comply with that order, Bryco will be dismissed from the case.

18           3.       In the third cause of action for fraud and conspiracy to commit fraud, plaintiffs  
19 allege that "[b]y and through their actions defendants have committed fraud upon [p]laintiffs  
20 and the general public" in that "defendants had no intent of actually providing [p]laintiffs  
21 with a meaningful loan modification;" that at the same time that defendants were  
22 "reassuring [plaintiffs] that they were in fact getting a loan modification, defendants were  
23 also actively foreclosing on [p]laintiffs' property;" and that they "conspired with each other to  
24 harm [p]laintiffs in the manner alleged above." Cplt ¶¶ 23-25.

25           The motion to dismiss the third cause of action is GRANTED. Plaintiffs have not  
26 responded to defendants' arguments, and have not alleged facts sufficient to state a claim  
27 for fraud. They do not even mention conspiracy in their opposition. The dismissal is WITH  
28 LEAVE TO AMEND, to allege particularized facts as to each defendant, showing that the

1 elements of fraud are met (misrepresentation, knowledge of falsity, intent to defraud,  
2 justifiable reliance by the plaintiffs, and resulting damage), as stated above with regard to  
3 the first cause of action.

4 4. In the fourth cause of action for violation of California Civil Code § 2923.5 and  
5 request for declaratory relief, plaintiffs allege that defendants violated Civil Code  
6 § 2923.5 by failing to contact them to assess their financial situation and explore options to  
7 avoid foreclosure; by failing to tell them they could request a meeting; and by failing to  
8 provide them with a toll-free phone number to find a counseling agency. Cplt ¶¶ 33-34.

9 The motion to dismiss the fourth cause of action is GRANTED. There are no facts  
10 alleged showing that there is an operative notice of default. The only notice of default cited  
11 by defendants was recorded in June 2009, and was rescinded in April 2010, and the  
12 complaint does not provide a date or any specifics as to any other notice of default.

13 In addition, if (as it appears), the only notice of default was the one recorded in June  
14 2009, any claim under § 2923.5 would be time-barred, as the complaint was filed more than  
15 three years after the notice of default was recorded. See Ambers v. Wells Fargo Bank,  
16 N.A., 2014 WL 883752 at \*10 (N.D. Cal. March 3, 2014) (claim under  
17 § 2923.5 is governed by three year statute of limitations in California Code of Civil  
18 Procedure § 338). The court will grant LEAVE TO AMEND, but only if plaintiffs are able to  
19 allege facts showing that there is currently an operative notice of default, which was  
20 recorded less than three years prior to April 22, 2014. Otherwise, the claim is dismissed  
21 WITH PREJUDICE.

22 5. The sixth, seventh, and eighth causes of action for unlawful business  
23 practices in violation of California Business & Professions Code § 17200 are premised on  
24 alleged violations of California Civil Code § 2923.5 (alleged in the fourth cause of action).  
25 In the sixth cause of action, plaintiff alleges that "[b]y failing to comply with the legal  
26 prerequisites for foreclosure proceedings, defendants, and each of them, are engaging in  
27 unfair business practices such as to justify the relief sought under the UCL." Cplt ¶ 53.

28 The seventh and eighth causes of action assert that defendants violated § 17200

1 (1) by promising homeowners loan modifications that defendants have no  
2 intention of actually providing; (2) by routinely issuing NODs without first  
3 complying with the legal requirements of California Civil Code section 2923.5;  
4 (3) by repeatedly demanding documentation from borrowers with full  
5 knowledge or in reckless disregard of the fact that said documentation had  
already been provided; (4) by continuing to demand and accept mortgage  
payments that have in fact foreclosed; (5) by intentionally misleading  
[p]laintiffs into believing that a foreclosure had not occurred or that one had  
been entered in "error."

6 Cplt ¶ 56; see also Cplt ¶ 59. None of these conclusory allegations are supported with any  
7 facts.

8 The court finds that the motion must be GRANTED. Plaintiffs allege no facts in  
9 support of their claim, and they provide no opposition to defendants' arguments. Moreover,  
10 the conduct alleged in the complaint that supposedly violated § 17200 is entirely different  
11 from the list of actions provided in plaintiffs' opposition.

12 The dismissal is WITH LEAVE TO AMEND. Plaintiffs must allege facts as to each  
13 defendant, showing that the defendant engaged in a specific business practice that was  
14 "unlawful" (violated a law), that was "unfair" (significantly threatened or harmed  
15 competition) or that was "fraudulent" (had a tendency to deceive the public). In addition,  
16 plaintiffs must allege facts showing that they lost "money" or "property" as a result of the  
17 actions of a particular defendant, in order to establish that they have standing to assert a  
18 claim under § 17200 against that defendant. Given that the complaint alleges that the  
19 § 17200 claims are predicated on the purported violation of § 2923.5, and given that  
20 plaintiffs cannot state a claim for § 2923.5, it is unclear whether plaintiffs will be able to  
21 state a claim.

22 As for the reference to § 2923.6, there is no claim in the complaint based on any  
23 alleged violation of that statute. Moreover, prior to the enactment of California's  
24 Homeowners' Bill of Rights (HBOR), which took effect on January 1, 2013, § 2923.6 merely  
25 expressed the hope of the Legislature that lenders would offer loan modifications on certain  
26 terms. See Mabry v. Superior Ct., 185 Cal. App. 4th 208, 222 (2010). There was no  
27 private right of action under the pre-HBOR version of § 2923.6. See, e.g., Pitre v. Wells  
28 Fargo Bank, N.A. Mortg. Servicer, 2013 WL 2156315 at \*3 (N.D. Cal. May 17, 2013). The

1 HBOR added several provisions imposing requirements on lenders with regard to loan  
2 modifications. It is unclear whether plaintiffs are attempting to state a claim under the  
3 revised version of § 2923.6, although § 2924.12 does now provide actions for both  
4 injunctive and monetary relief for violations of, among other provisions, § 2923.6.  
5 Nevertheless, given that plaintiffs allegedly defaulted on the loan in 2008, they are unlikely  
6 to find any relief in the 2013 HBOR.

7 6. In the ninth cause of action for violation of the Fair Credit Reporting Act  
8 ("FCRA"), plaintiffs allege that defendants "willfully and with intent to injure" the plaintiffs  
9 have reported to the credit reporting agencies (Equifax, Experian, and TransUnion) that  
10 plaintiffs were delinquent on their loan obligations, and also that they "willfully and/or  
11 negligently failed to remove and delete negative credit reporting information on plaintiffs'  
12 credit report "despite such knowledge." Cplt ¶ 62. Plaintiffs assert that "[a]s a result,"  
13 defendants violated the FCRA. Cplt ¶ 63.

14 The motion to dismiss the ninth cause of action is GRANTED. Plaintiffs cannot state  
15 a claim under the FCRA because there are no allegations that a consumer reporting  
16 agency has disputed any credit reporting on plaintiffs' credit report by defendants.  
17 A furnisher of credit information has no obligation to investigate a credit dispute until after it  
18 receives notice from a consumer reporting agency that the consumer disputes the remarks.  
19 15 U.S.C. § 1681s-2(b). Under that language, notification from a consumer is not enough.  
20 The notice must be from a credit reporting agency. Id.

21 To prevail on a claim against a furnisher under § 1681 s-2(b), a consumer must  
22 prove that 1) the furnisher provided inaccurate information to the credit reporting agency  
23 ("CRA"); 2) the CRA notified the furnisher of a dispute; and 3) the furnisher failed to  
24 conduct a reasonable investigation into the accuracy of the disputed information, in light of  
25 the information provided to it by the CRA. Gorman v. Wolpoff & Abramsom, LLP, 584 F.3d  
26 1147, 1154 (9th Cir. 2009). "[N]otice of a dispute received directly from the consumer does  
27 not trigger furnishers' duties under subsection (b)." Id. Thus, no claim can be stated in the  
28 absence of an allegation that defendants received notice from a credit reporting agency



1 that plaintiff had disputed the credit reporting. See Alkan v. CitiMortgage, Inc., 336 F.Supp.  
2 2d 1061, 1063 (N.D. Cal. 2004). The dismissal of the ninth cause of action is WITH  
3 PREJUDICE. A consumer's direct notification to the furnisher of an inaccuracy in the credit  
4 report does not trigger the furnisher's liability in a private action under the FCRA. Id.

5 7. The tenth cause of action for defamation and the eleventh cause of action for  
6 false light (invasion of privacy) are based on the allegation that defendants made "false  
7 statements" to the credit reporting agencies, which in turn caused "injury" to plaintiffs'  
8 reputation. Cplt ¶¶ 65-69, 75-79. The court finds that the motion to dismiss the tenth and  
9 eleventh causes of action must be GRANTED.

10 Under California law, a claim for defamation requires the intentional publication of a  
11 fact that is false, unprivileged, and has a tendency to injure. Cal. Civil Code §§ 44-46; see  
12 also 5 Witkin, Summary of California Law (9th ed. 1988), Torts § 471. An essential element  
13 of a defamation claim is that the publication in question must contain a false statement of  
14 fact. Gill v. Hughes, 227 Cal. App. 3d 1299, 1309 (1991). Truth is a complete defense to a  
15 defamation claim. See Francis v. Dun & Bradstreet, Inc., 3 Cal. App. 4th 535, 541 (1992).  
16 Thus, a defamation (or false light) claim based on truthful information in a credit report will  
17 not survive, even if the information reported supports misleading inferences. Id.

18 The tort of invasion of privacy "provides a remedy for situations in which there is  
19 neither injury to a property right nor breach of contract, and where a civil action for  
20 defamation would fail because of the defense of truth." 5 Witkin, Summary of California  
21 Law, Torts § 577. False light invasion of privacy "is the wrong inflicted by publicity which  
22 puts the plaintiff . . . in a false but not necessarily defamatory position in the public eye." Id.  
23 § 584. Under California law, to state a claim for the tort of false light invasion of privacy a  
24 plaintiff must plead that "(1) the defendant caused to be generated publicity of the plaintiff  
25 that was false or misleading, and (2) the publicity was offensive to a reasonable person."  
26 Pacini v. Nationstar Mortg., LLC, 2013 WL 2924441, at \*9 (N.D. Cal. June 13, 2013) (citing  
27 Fellows v. Nat'l Enquirer, Inc., 42 Cal. 3d 234, 238-39 (1986)). "Even if they place the  
28 person in a less than flattering light, the published facts are not actionable if they are true or

1 accurate.” Id. (citing Fellows, 42 Cal.3d at 238)

2 In California, a "false light" cause of action is in substance equivalent to a libel claim.  
3 Cort v. St. Paul Fire & Marine Ins. Cos., Inc., 311 F.3d 979, 987 (9th Cir. 2001) (citing  
4 Aisenson v. American Broad. Co., 220 Cal. App. 3d 146, 161 (1990)). In addition, however,  
5 a false light claim still requires the invasion of some type of privacy interest. Id. When an  
6 invasion of privacy claim rests on the same allegations as a claim for defamation, the  
7 invasion of privacy claim cannot be maintained as a separate claim if the defamation claim  
8 fails as a matter of law. Id. (citing Alszeh v. Home Box Office, 67 Cal. App. 4th 1456, 1461  
9 (1998)).

10 Here, plaintiffs have failed to indicate which defendant acted to defame them or  
11 portray them in a false light. Moreover, plaintiffs have not identified any false statement  
12 made about them by any defendant – in particular, there are no allegations in the complaint  
13 that any statements alleged to have been made to any credit reporting agency were false,  
14 or that plaintiffs were not in fact delinquent on their loan obligations.

15 It is undisputed that plaintiffs defaulted on their loan – they concede in the complaint  
16 that they "made timely monthly mortgage payments until it became economically  
17 impossible to meet the monthly obligation." Cplt ¶ 7. In addition, at the hearing, plaintiffs  
18 admitted that they had not made a mortgage payment in at least 14 months. Thus, any  
19 statement in plaintiffs' credit report that they were late on their loan payments or that they  
20 defaulted cannot, by definition, be false.

21 The court will grant LEAVE TO AMEND as to these two causes of action, but only to  
22 the extent that plaintiffs can allege another basis for the defamation or false light claims  
23 apart from the allegation that defendants reported that they were late in their loan  
24 payments. In addition, however, to the extent that the claims are based on statements in  
25 recorded non-judicial foreclosure documents, such statements are privileged under Civil  
26 Code § 47(c)(1) and cannot provide the basis for a defamation or false light claim. See  
27 Kachlon v. Markowitz, 168 Cal. App. 4th 316, 335 (2008).

28 8. In the twelfth cause of action for breach of contract plaintiffs allege that in

1 February 2008, "[p]laintiffs' [sic] attempted to mitigate tangible and economic injury through  
2 a loan modification contract with Defendant. However, Defendant refused to agree to  
3 reasonable debt reduction terms and conditions sufficient to validate a viable loan  
4 adjustment plan." Cplt ¶ 83. Plaintiffs assert that "[b]y performing the acts described  
5 herein, Defendants continually breached their contractual obligations under the loan  
6 modification agreement(s)." Cplt ¶ 90.

7 The court finds that the motion to dismiss the twelfth cause of a action must be  
8 GRANTED. The dismissal is WITH LEAVE TO AMEND. Plaintiff must identify the contract  
9 and must either attach it to the complaint or quote from it verbatim. Plaintiffs must identify  
10 the parties to the contract, and must allege facts showing that they performed under the  
11 contract and that defendants did not. Finally, plaintiffs must allege facts showing that they  
12 suffered damages as a result of a breach by the defendants.

13 9. In the thirteenth cause of action for declaratory relief/injunctive relief, plaintiffs  
14 allege that "[t]here currently exists a dispute between the parties as to who the actual  
15 owner of the property is." Cplt ¶ 93. Plaintiffs assert that they claim they are the true  
16 owners and seek a judicial declaration to that effect. Cplt ¶ 93. They also seek declaratory  
17 relief that the notice of default issued in April 2011<sup>1</sup> is invalid and void as a result of failure  
18 to comply with Civil Code § 2923.5 "and various other California statutes related to the  
19 service of notices of [d]efault." Cplt ¶ 94.

20 The court finds that the motion to dismiss the thirteenth cause of action must be  
21 GRANTED. The declaratory judgment cause of action must be dismissed because  
22 plaintiffs have not identified an "actual controversy" warranting a judicial declaration. The  
23 injunctive relief claim must be dismissed because injunctive relief is a remedy, not an  
24 independent cause of action. See Rosenfeld v. JPMorgan Chase Bank, N.A., 732 F.Supp.  
25 2d 952, 975 (N.D. Cal. 2010). The dismissal is WITH PREJUDICE.

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27 <sup>1</sup> It isn't clear what notice of default plaintiffs are talking about in referring to April 2011.  
28 The only notice of default cited by defendants was recorded in June 2009, and was rescinded  
in April 2010. The complaint does not provide a date or any specifics as to any notice of  
default.

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10. No later than July 11, 2014, plaintiffs shall either file a second amended complaint, or a notice of substitution of counsel showing that they are represented by counsel and are no longer proceeding in pro per.

11. If plaintiffs are unable to locate counsel to represent them, they may wish to contact the Legal Help Center, which provides limited-scope assistance from an attorney. Information on contacting the Help Center is attached to this order.

**IT IS SO ORDERED.**

Dated: June 10, 2014



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PHYLLIS J. HAMILTON  
United States District Judge