

1
2
3
4 UNITED STATES DISTRICT COURT
5 NORTHERN DISTRICT OF CALIFORNIA
6

7 LINDA C. REED,

8 Plaintiff,

9 v.

10 WILMINGTON TRUST, N.A., et al.,

11 Defendants.

Case No. [16-cv-01933-JSW](#)

**ADDITIONAL QUESTIONS FOR
HEARING ON APPLICATION FOR A
TEMPORARY RESTRAINING ORDER**

Re: Docket No. 11

12
13 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE NOTICE
14 OF THE FOLLOWING ADDITIONAL QUESTIONS FOR THE HEARING SCHEDULED ON
15 May 4, 2016, AT 10:00 a.m.:

16 The Court has reviewed the parties' briefs and, thus, does not wish to hear the parties
17 reargue matters addressed in those briefs. The parties shall not file written responses to this
18 Notice of Questions for hearing. If the parties intend to rely on legal authorities not cited in their
19 briefs, they are ORDERED to notify the Court and opposing counsel of these authorities
20 reasonably in advance of the hearing and to make copies of those authorities available at the
21 hearing. If the parties submit such additional authorities, they are ORDERED to submit the
22 citations to the authorities only, with pin cites but without argument or additional briefing. *Cf.*
23 N.D. Civil Local Rule 7-3(d). The parties will be given the opportunity at oral argument to
24 explain their reliance on such authority.

25 The Court suggests that associates or of counsel attorneys who are working on this case be
26 permitted to address some or all of the Court's questions contained herein.

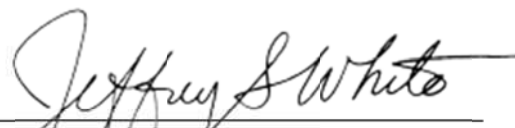
27 4. Plaintiff has not addressed Defendants' argument that, in light of *Saterbak v.*
28 *JPMorgan Chase Bank, N.A.*, the alleged defects based on the closing date render the assignments

1 voidable rather than void. 245 Cal. App. 4th 808, 815 (2016). In addition to the *Saterbak* opinion,
2 the Ninth Circuit recently held that “an act in violation of a trust agreement is voidable – not void
3 – under New York law[.]” *Morgan v. Aurora Loan Services, LLC*, No. 14-55203, 2016 WL
4 1179733, at *2 (9th Cir. Mar. 28, 2016) (citing *Rajamin v. Deutsche Bank Nat. Trust Co.*, 757
5 F.3d 79, 87-90 (2d Cir. 2014)). In light of the rulings in *Saterbak* and *Morgan*, what is Plaintiff’s
6 best argument that the Court could find that one of the alleged defects renders the assignments
7 void?

8 5. Plaintiff submits a declaration on reply, in which she attests she submitted an
9 application for a loan modification on March 21, 2016. (Declaration of Linda Reed at 2:4:11, Ex.
10 A.) In her reply brief, she argues that Defendants have engaged in dual tracking. However, those
11 allegations are not included in the Complaint. On what basis should the Court consider these
12 allegations?

13 **IT IS SO ORDERED.**

14 Dated: May 3, 2016

15 
16 _____
17 JEFFREY S. WHITE
18 United States District Judge
19
20
21
22
23
24
25
26
27
28