Aaron Brewer et al v. Wells Fargo Bank, N.A. et al Doc. 28

United States District Court
Northern District of California

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

AARON BREWER, ET AL.,

Plaintiffs,

v.

WELLS FARGO BANK, N.A., et al.,

Defendants.

Case No. 16-cv-02664-HSG

ORDER GRANTING DEFENDANTS' MOTION TO DISMISS

Re: Dkt. No. 8

I. BACKGROUND

A. Factual Allegations[1]

Plaintiffs Aaron Brewer and Della Chambers Brewer ("Plaintiffs") have filed suit against Defendants Wells Fargo Bank, N.A. ("Wells Fargo") and The Bank of New York Mellon ("BNYM"), in its capacity as trustee for the World Savings Real Estate Mortgage Investment Conduit ("REMIC") Trust, Mortgage Pass-Through Certificates Series 29 ("REMIC Trust"), regarding their home loan with Wells Fargo's predecessor-in-interest, World Savings Bank, FSB ("WSB"). See Dkt. No. 1, Ex. A ("Compl.").

i. Loan Agreement

Plaintiffs entered into a loan agreement with WSB on March 12, 2007. Compl. ¶ 7. WSB sold Plaintiffs' loan to the REMIC Trust—a mortgage-backed securities trust set up under New York law—on April 27, 2007. Id. ¶ 8. BNYM served as the trustee for the REMIC Trust. Id. According to Plaintiffs, New York law required WSB to transfer the loan documents to the REMIC Trust within 90 days of the closing date, but no public records show that this transfer occurred. Id. ¶ 9.

[1] Defendants' unopposed request for judicial notice, Dkt. No. 9, is granted. See Fed. R. Evid. 201(b).

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ii. Information Requests

On May 19, 2015, Plaintiffs sent Wells Fargo a Qualified Written Request ("QWR") and Debt Dispute Letter under the Real Estate Settlement Practices Act, 12 U.S.C. § 2605(e) ("RESPA"), in an attempt to ascertain who owned their loan. Id. ¶ 10. The QWR also asserted Plaintiffs' rights under Regulation X of the Mortgage Servicing Act ("Regulation X"), which is a component of the Dodd-Frank Act under RESPA. Id. Wells Fargo responded to the QWR on June 18, 2015. Compl. ¶ 12. It stated that it was searching for responsive information and that the QWR was overbroad. Id. Perceiving this to be a deficient response, on June 9, 2015, Plaintiffs filed a complaint with the Consumer Financial Protection Bureau. Id. ¶ 13. Wells Fargo acknowledged the inquiry. Id. On July 1, 2015, Wells Fargo provided Plaintiffs with a copy of their promissory note (the "Note"). Id. ¶ 14. The copy of their Note contained a one-page addendum that was not included in the note they originally executed. Id. The addendum contained two different signatures: one from Wells Fargo and one from WSB. Id. The WSB signature was stamped "CANCELLED." Id.

On July 5, 2015, Plaintiffs sent Wells Fargo a second QWR, which Wells Fargo acknowledged it received. Id. ¶ 15. Wells Fargo responded on August 4, 2015, stating that it had already provided Plaintiffs with a copy of the Note and refusing to provide any additional information. Id.

B. Procedural History

Plaintiffs filed this suit in state court on February 4, 2016. See Dkt. No. 1. Defendants removed the action to this Court on May 17, 2016. Id. Plaintiffs' first claim seeks a declaratory judgment stating that: (1) their deed of trust ("DOT") became void when it was transferred into the REMIC Trust after the trust's closing date elapsed, Compl. ¶ 21; and (2) in the alternative, their DOT became void under California Civil Code § 1558 because the parties to the DOT are not identifiable. Id. ¶¶ 22-23. Plaintiffs' second claim is for violation of RESPA. Plaintiffs contend that Defendants violated 12 U.S.C. § 2605(e), which governs QWRs, when they failed to timely provide a satisfactory response to Plaintiffs' two QWRs. Id. ¶¶ 26-27. Plaintiffs' third claim for violation of Regulation X, as well as their fourth claim for violation of the Uniform Commercial

Code ("UCC"), rely on the same factual basis as their RESPA claim. Id. ¶¶ 31-33. For each of these four claims, Plaintiffs also assert derivative violations of California's Unfair Competition Law ("UCL") for unlawful and unfair practices. Compl. ¶¶ 34-39.

On the basis of each of their claims, Plaintiffs request that the Court enjoin Defendants from foreclosing on their property, and seek compensatory and punitive damages.

II. LEGAL STANDARD

Federal Rule of Civil Procedure 8(a) requires that a complaint contain "a short and plain statement of the claim showing that the pleader is entitled to relief[.]" A defendant may move to dismiss a complaint for failing to state a claim upon which relief can be granted under Federal Rule of Civil Procedure 12(b)(6). "Dismissal under Rule 12(b)(6) is appropriate only where the complaint lacks a cognizable legal theory or sufficient facts to support a cognizable legal theory." Mendiondo v. Centinela Hosp. Med. Ctr., 521 F.3d 1097, 1104 (9th Cir. 2008). To survive a Rule 12(b)(6) motion, a plaintiff must plead "enough facts to state a claim to relief that is plausible on its face." Bell Atl. Corp. v. Twombly, 550 U.S. 540, 570 (2007). A claim is facially plausible when a plaintiff pleads "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009).

In reviewing the plausibility of a complaint, courts "accept factual allegations in the complaint as true and construe the pleadings in the light most favorable to the nonmoving party," Manzarek v. St. Paul Fire & Marine Ins. Co., 519 F.3d 1025, 1031 (9th Cir. 2008), but do not "accept as true allegations that are merely conclusory, unwarranted deductions of fact, or unreasonable inferences." In re Gilead Scis. Secs. Litig., 536 F.3d 1049, 1055 (9th Cir. 2008).

III. DISCUSSION

A. Foreclosure Standing and Declaratory Relief

As an initial matter, Defendants contend that Plaintiffs lack standing to bring a pre-foreclosure "challenge to Wells Fargo's interest in the mortgage and its 'standing' to foreclose." Mot. at 3. The California Supreme Court recently addressed the question of whether a borrower has standing to challenge an assignment after foreclosure proceedings have been initiated, but in doing so, expressly left open the question of whether a borrower can use a lawsuit to preempt a

non-judicial foreclosure. See Yvanova v. New Century Mortg. Corp., 62 Cal. 4th 919, 934 (2016) ("[D]isallowing the use of a lawsuit to preempt a nonjudicial foreclosure[] is not within the scope of our review[.]"). By limiting its decision in this way, the Yvanova Court left untouched that portion of the California Court of Appeal's decision in Jenkins v. JPMorgan Chase Bank, N.A., which held that any attempt to preemptively block a non-judicial foreclosure is invalid under California law.[2] 216 Cal. App. 4th 497, 513 (2013); Yvanova, 62 Cal. 4th at 934.

The plaintiff in Jenkins sought, as here, a declaratory judgment that an assignment to an investment trust was void because it occurred after the closing date of the trust. 216 Cal. App. 4th at 511. The Court found that such an action was impermissible because it would "create the 'additional requirement' that the foreclosing entity must 'demonstrate in court that it is authorized to initiate a foreclosure' before the foreclosure can proceed," which would undermine the entire non-judicial foreclosure system. Id. at 512 (quoting Gomes v. Countrywide Home Loans, Inc., 192 Cal. App. 4th 1149, 1154 (2011)). But, as Jenkins also noted, the Gomes Court stated that such a preemptive action might be permissible where there was a "specific factual basis" to allege that the foreclosure was not initiated by the correct party. Id. (quoting Gomes, 192 Cal. App. 4th at 1154 (emphasis original)).

With the question of borrower standing in the pre-foreclosure context thus far unanswered by the California Supreme Court, several courts in this district have attempted to predict how California's highest court would resolve it. See, e.g., Lundy v. Selene Finance, LP, No. 15-cv-05676, 2016 WL 1059423, at *13 (N.D. Cal. Mar. 17, 2016). In Lundy, the Court held that in the future the California Supreme Court will likely limit Jenkins to block only those pre-foreclosure challenges that "lack any 'specific factual basis' for bringing their claims." Id. The Lundy Court reached this conclusion by reviewing Gomes, which held that the non-judicial foreclosure system is only impaired by preemptive actions when there is no specific factual basis to challenge the

[2] In arguing to the contrary, Plaintiffs rely primarily on Glaski v. Bank of America, N.A., 219 Cal. App. 4th 1079 (2013), which was adopted by the Court in Yvanova with regard to whether a wrongful foreclosure plaintiff has standing to challenge a void assignment to the foreclosing entity. Dkt. No. 16 ("Opp.") at 5. However, like Yvanova, that portion of the Glaski opinion is inapplicable to this case because it addresses a post-foreclosure situation.

impending foreclosure. Id. at **11-13.

Lundy has been followed by several courts in this district. See Powell v. Wells Fargo Home Mortg., No. 14-cv-04248-MEJ, 2016 WL 1718189, at *8 (N.D. Cal. Apr. 29, 2016) (Judge James) ("As is apparent, the Court finds Judge Tigar's analysis of this issue and ultimate conclusion [in Lundy] well-reasoned and the most probable outcome of the California Supreme Court's potential ruling on such issues. Accordingly, the Court adopts it here, and thus turns to whether Plaintiff has alleged a 'specific factual basis' for challenging Defendant's authority to initiate the foreclosure."); Reed v. Wilmington Trust, N.A., No. 16-cv-01933, 2016 WL 3124611, at *4 (N.D. Cal. Jun. 3, 2016) (Judge White) ("The Court will not repeat Judge Tigar's lengthy analysis of the issue, but it too finds it well-reasoned and persuasive. Therefore, for the reasons articulated in Lundy, the Court rejects Defendants' argument that a plaintiff does not have standing to assert a claim for wrongful foreclosure based on alleged defects in the assignment, simply because the trustee's sale has not yet occurred."). This Court also finds Lundy well-reasoned and persuasive, and adopts its analysis of this issue here. See Lundy, 2016 WL 1059423, at **8-13.

Having thus established that Plaintiffs may preemptively challenge Wells Fargo's ability to foreclose, the Court must consider whether Plaintiffs have alleged a 'specific factual basis' for challenging Defendants' authority to initiate the foreclosure. Plaintiffs raise two arguments in this regard.

First, Plaintiffs contend that WSB's assignment to the REMIC Trust was void as a matter of New York trust law because the trust did not accept the loan until after the trust was closed. Compl. ¶ 21 (citing Glaski v. Bank of Am., 218 Cal. App. 4th 1079, 1097 (2013) (holding that where a trustee of a securitized trust accepts a note and mortgage after the date the trust closed, the acceptance is void under New York trust law)). However, while neither the California Supreme Court nor the New York Supreme Court have yet decided whether such a transfer would render an assignment void, or voidable, under New York law, the Second Circuit has held that such an improper transfer renders an assignment merely voidable. See *Rajamin v. Deutsche Bank Nat'l* Trust Co., 757 F.3d 79, 88 (2nd Cir. 2014) (rejecting Glaski's rationale and stating that the "weight of New York authority is contrary to plaintiff's contention that any failure to comply with

the terms of the [trust agreement] rendered defendant's acquisition of plaintiffs' loans and mortgages void as a matter of trust law"). The Ninth Circuit has since followed Rajamin in two unpublished memorandum dispositions and held that "an act in violation of a trust agreement is voidable—not void—under New York law . . . ." Morgan v. Aurora Loan Servs., LLC, 646 Fed. Appx. 546, 550 (9th Cir. 2016) (citing Rajamin, 757 F.3d at 87-90); see also Banares v. Wells Fargo Bank, NA, --- Fed. Appx. ---, 2017 WL 943934, at *1 (9th Cir. Mar. 10, 2017).[3] Recent California Court of Appeal decisions have similarly so held. See Saterbak v. JPMorgan Chase Bank, N.A., 245 Cal. App. 4th 808, 815 (2016) ("Yvanova recognizes borrower standing only where the defect in the assignment renders the assignment void, rather than voidable," but "expressly offers no opinion as to whether, under New York law, an untimely assignment to a securitized trust made after the trust's closing date is void or merely voidable. We conclude such an assignment is merely voidable."); Mendoza v. JPMorgan Chase Bank, N.A., 6 Cal. App. 5th 802, 805 (2016) ("New York law, as interpreted by an overwhelming majority of New York, California, and federal courts, [] provides that defects in the securitization of loans can be ratified by the beneficiaries of the trusts established to hold the mortgage-backed securities and, as a result, the assignments are voidable."). Several courts in this district have also followed Rajamin. See, e.g., Patel v. U.S. Bank, N.A., No. 13-cv-00748, 2016 WL 4013861, at **2-3 (N.D. Cal. Jul. 27, 2016) (Judge Kim); Reed, 2016 WL 3124611, at *5 (Judge White). The Court agrees that the allegedly defective assignment was merely voidable, and that Plaintiffs thus fail to state a claim. The Court therefore **GRANTS** Defendants' motion as to this claim and finds that leave to amend would be futile.

Plaintiffs' second declaratory relief claim alleges that that their DOT became void under California Civil Code § 1558 because the parties to the DOT are not identifiable. Compl. ¶¶ 22-23. While it is true that in California "[i]t is essential to the validity of a contract, not only that the parties exist, but that it should be possible to identify them," "[c]ontracts are void for certainty only if their terms are so uncertain and indefinite that the intention of the parties . . . cannot be

[3] While these and the other unpublished dispositions cited in this order are not precedent, the Court may consider them for their persuasive value. Fed. R. App. P. 32.1; CTA9 Rule 36-3.

ascertained." Jacobson v. Aurora Loan Servs., LLC, 661 Fed. Appx. 474, 476 (9th Cir. 2016) (quoting Cal. Civ. Code § 1558; Cal. Lettuce Grower, Inc. v. Union Sugar Co., 45 Cal. 2d 474, 481 (1955)). Plaintiffs here admit that "Wells Fargo provided [them] with a copy of their Promissory Note" in response to their QWRs. Compl. ¶ 14. However, Plaintiffs attempt to create confusion regarding the parties to the Note based on the order of signatures on the document. Id.; see also id., Ex. E. The Court is unpersuaded. Instead, it is clear from the face of the signature page that BNYM's signature has been stamped "CANCELLED" and Wells Fargo's signature has replaced it, regardless of the order in which they appear or whether Plaintiffs have been able to pinpoint the exact date of the assignment. Id., Ex. E. The parties are thus plainly identifiable. Furthermore, any argument that Wells Fargo must produce its papers to show that it is the proper foreclosing entity prior to initiating foreclosure proceedings has been rejected by the California Courts of Appeal on several occasions. See, e.g., Jenkins, 216 Cal. App. 4th at 512 ("[T]he foreclosing beneficiary-creditor need not produce the promissory note or otherwise prove it holds the note to nonjudicially foreclose on a real property security.") (citing Debrunner v. Deutsche *Bank Nat'l Trust Co.*, 204 Cal. App. 4th 433, 440-42 (2012)). It follows that if Defendants are not required to produce the Note before initiating a foreclosure, Plaintiffs cannot prospectively enjoin a foreclosure based on the purported violation of not producing the Note. Accordingly, the Court finds that Plaintiffs' request for declaratory relief on this basis also fails, and **GRANTS** Defendants' motion on this claim without leave to amend because it fails as a matter of law.

B. RESPA, Regulation X, UCC, and UCL Claims

Plaintiffs' second, third, and fourth claims share the same factual predicate that Defendants failed to timely respond to Plaintiffs' QWRs. Compl. ¶¶ 25-39.

i. RESPA and Regulation X

Plaintiffs contend that under RESPA and Regulation X,[4] Wells Fargo was required to respond to Plaintiffs' request for information about the owner of their loan within ten days and to

[4] The Court notes that while Plaintiffs separate their claims with regard to "RESPA" and "Regulation X," both claims are governed by RESPA, as Regulation X is merely a part of the RESPA statute.

their requests for all other information within 30 days. 12 C.F.R. §§ 1024.36(d)(2)(i)(A)-(d)(2)(i)(B). However, Defendants contend that Plaintiffs' QWRs were overly broad, such that Wells Fargo was not required to respond under 12 C.F.R §§ 1024.36(f)(1)(iv) and 1024.35(g)(ii). Mot. at 7.

While RESPA "provides plaintiffs with a private right of action for . . . the failure by a loan servicer . . . to respond to a [QWR] for information about a loan," Gomes v. Wells Fargo Home Mortg., No. C 11–01725 LB, 2011 WL 5834949, at *3 (N.D. Cal. Nov. 21, 2011) (internal quotation marks omitted), it does not require loan servicers to respond when they "reasonably determine" that a request is overbroad or unduly burdensome, see 12 C.F.R § 1024.36(f). "An information request is overbroad if a borrower requests that the servicer provide an unreasonable volume of documents or information to a borrower." Id. § 1024.36(f)(1)(iv).

Plaintiffs attached the relevant QWR to their complaint. See Compl., Ex. B. It consists of 18 single-spaced pages of legal arguments and requests for documents and responses, including several questions amounting to requests for a "complete life of loan transactional history," which courts in this circuit have found overbroad. See id.; see also Derusseau v. Bank of Am., N.A., 2011 WL 5975821, at *4 (S.D. Cal. Nov. 29, 2011) (finding a QWR overly broad where it "request[ed] a 'complete life of loan transactional history,' the 'Transaction Codes for the software platform of the Servicer,' and the 'Key Loan Transaction history, bankruptcy work sheet (if any), or any summary of all the accounts in an XL spreadsheet format.'"); Junger v. Bank of America, N.A., No. CV 11–10419 CAS (VBKx), 2012 WL 603262, at *5 (C.D. Cal. Jan. 24, 2012). Plaintiffs' requests included, for example, "[a]ll data, [i]nformation, notations, text, figures and information contained in [Wells Fargo's] mortgage servicing and accounting computer systems including, but not limited to Alitel or Fidelity CPI System, or any other similar mortgage servicing software used by [Wells Fargo], any servicers, or sub-servicers of this mortgage account from inception of this account to the date [of the QWR]." Compl., Ex. B at 15.

However, "[t]o the extent a servicer can reasonably identify a valid information request in a submission that is otherwise overbroad or unduly burdensome, the servicer shall comply with the requirements of paragraphs (c) and (d) of [that] section with respect to that requested

information." 12 C.F.R 1024.36(f)(1)(iv). In this regard, while Plaintiffs allege that Wells Fargo could have attempted to answer some of their questions rather than relying on "[t]he flat assertion . . . that every single one of [their] detailed questions [was] somehow too broad," they nevertheless fail to identify any specific questions they reasonably could have expected Wells Fargo to answer, or additional documents that Wells Fargo should have produced, in response to an appropriately scoped and specific QWR. See Compl. ¶ 27; see also 12 C.F.R 1024.36(f)(1)(iv), Supplement I to Part 1024—Official Bureau Interpretations, comment 36(f)(1)(iv), "Examples of Overbroad or Unduly Burdensome Requests for Information," as published in 78 FR 10695 (Feb. 14, 2013) (stating that requests for information (1) "that seek documents relating to substantially all aspects of mortgage origination, mortgage servicing, mortgage sale or securitization, and foreclosure"; (2) "are not reasonably understandable or are included with voluminous tangential discussion"; (3) purport to require servicers to provide information in specific formats . . . when such information is not ordinarily stored in such formats"; and (4) are not reasonably likely to assist a borrower with the borrower's account, including, for example, a request for copies of the front and back of all physical payment instruments," are overbroad or unduly burdensome). Because (1) Plaintiffs' facially overbroad requests sought a broad range of documents that went well beyond the limited subject matter of a valid QWR, (2) Wells Fargo provided Plaintiffs with a copy of their promissory note in response to the QWRs, and (3) the complaint lacks any specificity as to what in particular was insufficient about Wells Fargo's response, the Court **GRANTS** Defendants' motion to dismiss Plaintiffs' RESPA and Regulation X claims. See Menashe v. Bank of New York, 850 Fed. Supp. 2d 1120, 1132 (D. Haw. 2012). Plaintiffs are granted leave to amend the complaint to specify what Plaintiff contends was the "valid information request" that Defendants should have been able to "reasonably identify" within the purported QWRs at issue, and identify the particular information and documents Defendants should have supplied but did not in response to those requests.[5]

[5] In addition, any amended complaint should explicitly plead facts that could support a finding that Plaintiffs suffered causal damages arising from Defendants' failure to respond to their QWRs within the allotted time frame, as required by RESPA. See Lawthner v. Onewest Bank, 2010 WL 4936797, at *7 (N.D. Cal. Nov. 30, 2010) ("It is the Plaintiff's pleading requirement to point to

ii. UCC

Plaintiffs' fourth cause of action alleges that under UCC § 3-501, "when a party makes a demand of a borrower under a mortgage, . . . [the] party must present the instrument and give 'reasonable evidence of authority' to demand payment upon the instrument." Compl. ¶ 35. Plaintiffs contend that Wells Fargo's failure to respond to their QWRs thus "constitutes a refusal to abide by UCC § 3-501." Id. ¶ 36. In addition, Plaintiffs argue that "Defendants breached the UCC's 'no space' requirement when it provided a doctored copy of the Note with an allonge attached to it" in response to Plaintiffs' first QWR. Compl. ¶ 37.

However, the UCC, standing alone, does not support a private cause of action. See, e.g., Calderon v. Endres, No. 09-cv-00874-H (JMA), 2009 WL 1953400, at *3, *6 (S.D. Cal. July 7, 2009) (analyzing claims raised under UCC § 3-309 as if they had been alleged under California Commercial Code § 2924, et seq.); Warren v. RJM Acquisitions, LLC, No. CV 11–376–TUC–FRZ (LAB), 2012 WL 3638766, at *1 (D. Ariz. Aug. 24, 2012); Muriel L. v. TD Ameritrade, Inc., 2015 U.S. Dist. LEXIS 15192, at *8 (E.D. Tenn. Feb. 9, 2015)) (finding , where Plaintiffs alleged a cause of action based solely on the UCC, that because "the parties' brokerage agreement is governed by Nebraska law . . . any cause of action would arise under the UCC as adopted by Nebraska." (emphasis added)). Because Plaintiffs do not allege that California has adopted UCC §§ 3-202 or 3-501, these claims fail.[6] The Court therefore dismisses these claims with leave to amend to allow Plaintiffs to allege that such requirements exist under a specific California law, if they can truthfully do so.

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some colorable relationship between his injury and the actions or omissions that allegedly violated RESPA," and must explain "how the QWR failure itself is causally connected to the claimed distress of [Plaintiff]."") (internal quotation marks omitted).

[6] To the extent Plaintiffs' claim alleges that Defendants were required to present the physical Note, or otherwise provide "'reasonable evidence of authority' to demand payment" under the Note, Compl. ¶ 35, the Court disagrees. As noted above, if Defendants need not produce the Note before initiating a foreclosure, it follows that Plaintiffs cannot prospectively enjoin a foreclosure by claiming Defendants violated the UCC by not producing the note in advance. See, e.g., Jenkins, 216 Cal. App. 4th at 512; Gamboa v. Trustee Corps., No. 09-0007 SC, 2009 WL 656285, at *4 (N.D. Cal. Mar. 12, 2009) (California's "statutory framework governing non-judicial foreclosures contains no requirement that the lender produce the original note to initiate the foreclosure process.") (citing Cal. Civ. Code § 2924(a)-(e)).

iii. UCL

Plaintiffs' final allegations under California's Unfair Competition Law are wholly derivative. "[A] § 17200 claim must be brought 'by a person who has suffered injury in fact and has lost money or property as a result of the unfair competition.'" Sullivan v. Washington Mut. Bank, FA, No. C-09-2161 EMC, 2009 WL 3458300, at *4 (N.D. Cal. Oct. 23, 2009) (quoting Cal. Business & Professions Code § 17204). Plaintiffs base their UCL claim on each of their other causes of action by incorporating those claims by reference. Compl. ¶ 41. Because Plaintiffs' other causes of action were dismissed, their UCL claim is also dismissed. However, should Plaintiffs choose to amend their RESPA/Regulation X and UCC claims, they may amend their corresponding UCL claim as well.

IV. CONCLUSION

For the foregoing reasons, Defendants' motion to dismiss Plaintiffs' claims for declaratory relief is **GRANTED** with prejudice. In addition, the Court **GRANTS** Defendants' motion to dismiss Plaintiffs' RESPA/Regulation X, UCC, and UCL claims with leave to amend. In the event that Plaintiffs wish to amend their complaint with regard to their RESPA/Regulation X, UCC, and UCL claims, they may do so by May 12, 2017.

IT IS SO ORDERED.

Dated: 4/6/2017

HAYWOOD S. GILLIAM, JR.
United States District Judge