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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

MICHAEL DARE,  
  
Plaintiff,  
  
v.  
  
AEGIS WHOLESAL CORPORATION;  
US BANK NATIONAL ASSOCIATION;  
NATIONSTAR MORTGAGE LLC;  
BANK OF AMERICA, N.A., *et. al*,  
  
Defendants.

Case No.: 15cv2833-JAH (BLM)

**ORDER DENYING PLAINTIFF’S  
MOTION FOR  
RECONSIDERATION (Doc. Nos. 73,  
74)**

**INTRODUCTION**

Pending before the Court is Plaintiff Michael Dare’s (“Plaintiff”) Motion for Reconsideration. After a review of the entire record of this matter, and for the reasons discussed below, the Court **DENIES** Plaintiff’s motion for reconsideration.

**BACKGROUND**

This suit concerns property located at 1800 S. Juniper Street, Escondido, California. Doc. No. 64 at 4. In 2006, Plaintiff refinanced the property with a \$400,000 loan from Defendant Aegis Wholesale Corporation and secured it by a Deed of Trust recorded on April 10, 2006. Doc. No. 66-1 at 6. The Deed of Trust named Commonwealth Land Title as Trustee and Mortgage Electronic Registration Systems, Inc. (“MERS”) as the initial

1 beneficiary. *Id.* In 2011, MERS assigned the Deed of Trust to U.S. Bank, National  
2 Association. *Id.* at 7. U.S. Bank thereafter substituted Sage Point Lender Services, LLC  
3 (“Sage Point”) as trustee under the Deed of Trust. *Id.* at 7. Sage Point recorded a default  
4 against the property stating Plaintiff owed \$145,198.39 as of April 15, 2014. *Id.* Nationstar  
5 Mortgage LLC (“Nationstar”) is identified as servicer of the Loan in the 2015 Notice of  
6 Default. *Id.*

### 7 **PROCEDURAL BACKGROUND**

8 On February 11, 2019, Plaintiff filed a Motion to Reopen Case and a Third Amended  
9 Complaint against the Defendants in the above-captioned case alleging violations of  
10 California Business and Professions Code 17200, et. seq. (the “UCL”), and Slander of  
11 Title. Doc. Nos. 62, 64. The Court granted Plaintiff’s motion. Doc. No. 65. Defendant  
12 Nationstar filed a Motion to Dismiss on February 25, 2019. Doc. No. 66. The motion to  
13 dismiss was fully briefed. Doc. Nos. 68, 69. On April 2, 2019, the Court granted  
14 Nationstar’s Motion to Dismiss, finding Plaintiff lacks standing to assert a claim under the  
15 UCL, and Plaintiff does not sufficiently allege with the required specificity the “who, what,  
16 where, how, and why” of Defendant’s misconduct to support a claim under Slander of  
17 Title. Doc. No. 71. The Court further determined that Plaintiff’s pleadings cannot be cured  
18 and dismissed the Third Amended Complaint with prejudice. *Id.*

19 Plaintiff seeks reconsideration of the Court’s April 2, 2019, Order dismissing the  
20 action as to Defendant Nationstar Mortgage. Doc. No. 73. Plaintiff asserts the Court  
21 erroneously granted the motion to dismiss based on the Federal Rules of Civil Procedure  
22 Heightened 9(b) heightened pleading standard for fraud despite Plaintiff asserting a claim  
23 for Slander of Title. *Id.* at 3. Plaintiff re-asserts allegations that Bank of America’s  
24 assignment of the Deed of Trust to Nationstar Mortgage placed a cloud on Plaintiff’s title,  
25 which “was prepared and authorized without any authorization.” *Id.* Plaintiff also filed a  
26 supplemental document to his Motion for Reconsideration. Doc. No 74. Therein, Plaintiff  
27 alleges he specifically plead the unfair business practices of Defendant, who is “dealing  
28 unfairly with Plaintiff pertaining to the Deed of Trust on his house . . . allowing him

1 standing to defend his contract and property.” *Id.* at 3. Plaintiff also claims Nationstar is  
2 “refusing to provide accurate accounting on Plaintiff’s Deed of Trust, further denying  
3 Plaintiff any hope of resolution without expensive litigation” which satisfies the  
4 requirement of showing an economic injury to support a claim under the UCL. *See id.*

### 5 **LEGAL STANDARD**

6 Under the Federal Rules of Civil Procedure, a court may, upon motion, relieve a  
7 party from final judgment or order for: “(1) mistake, inadvertence, surprise or excusable  
8 neglect; (2) newly discovered evidence. . .; (3) fraud. . ., misrepresentation, or other  
9 misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been  
10 satisfied, released or discharged. . .; or (6) any other reason justifying relief from the  
11 operation of judgment.” FED. R. CIV. P. 60(b). However, a motion for reconsideration  
12 “should not be granted, absent highly unusual circumstances, unless the district court is  
13 presented with newly discovered evidence, committed clear error, or if there is an  
14 intervening change in the controlling law.” *Kona Enters. v. Estate of Bishop*, 229 F.3d  
15 877, 890 (9th Cir. 2000) (citations omitted). Accordingly, a motion for reconsideration is  
16 not an appropriate vehicle for rehashing arguments the court has already rejected. *Howard*  
17 *v. Gutierrez*, 571 F.Supp.2d 145, 150 n. 1 (D.D.C. 2008).

### 18 **DISCUSSION**

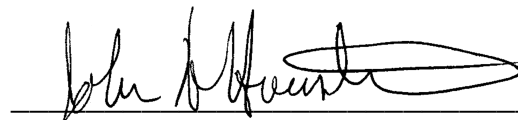
19 Plaintiff has not presented any newly discovered evidence or an intervening change  
20 in controlling law. When evaluating if the Court made a clear error, Plaintiff’s arguments  
21 also fail. Plaintiff raises the “same arguments, facts and case law” that this Court already  
22 considered, which is insufficient grounds to grant reconsideration. *See Wargnier v.*  
23 *National City Mortg. Inc.*, No. 09cv2721–GPC–BGS, 2013 WL 3810592, at \*2 (S.D. Cal.  
24 July 22, 2013) (denying motion for reconsideration where the motion reflected the same  
25 arguments, facts, and case law that were previously considered and ruled upon by the  
26 court); *see also ArchitectureArt LLC v. City of San Diego*, No. 15-CV-01592-BAS-NLS,  
27 2017 WL 1346899, at \*1 (S.D. Cal. Apr. 4, 2017) (denying motion for reconsideration  
28 where movant rehashed the same arguments made in its motion for summary judgment).

1 The Motion fails to raise any valid reason for the Court to grant reconsideration, as  
2 Plaintiff's motion is based solely on facts alleged in Plaintiff's Third Amended Complaint  
3 and discussed in the Court's Order. *See* Doc. Nos. 64, 71. For the same reasons, the high  
4 standard for granting a motion for reconsideration as articulated by the Ninth Circuit in  
5 *Kona Enters* is clearly not met here. Finally, Plaintiff's Motion for Reconsideration does  
6 not address the appropriate legal standard for motions for reconsideration and instead relies  
7 upon the Federal Rule of Civil Procedure 54, which is not applicable.

8 **CONCLUSION AND ORDER**

9 Based on the foregoing, IT IS HEREBY ORDERED Plaintiff's motion for  
10 reconsideration is **DENIED**.<sup>1</sup>

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14 DATED: December 20, 2019

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17 JOHN A. HOUSTON  
18 United States District Judge

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26 <sup>1</sup> The Court is aware that Plaintiff has filed another Complaint in 19cv1765-JAH (MSB) regarding the  
27 same property at issue in the above-captioned case, and naming Nationstar Mortgage as Defendant. The  
28 Court declines to continue indulging Plaintiff's use of the Court as a tactic to prolong potential  
foreclosure proceedings. Plaintiff is warned that any additional motions filed with the Court should only  
be done if in good faith.