

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

HMC ASSETS, LLC, SOLELY IN ITS  
CAPACITY AS SEPARATE TRUSTEE  
OF CAM MORTGAGE TRUST 2013-1,  
Plaintiff,

v.

CIVIL ACTION NO.  
14-10321-MBB

MARION R. CONLEY,  
Defendant.

**ORDER RE:  
PLAINTIFF'S NOTICE REGARDING COUNT I AND REQUEST FOR  
FINAL JUDGMENT AND ISSUANCE OF WRIT OF ASSISTANCE  
(DOCKET ENTRY # 113)**

**April 11, 2017**

**BOWLER, U.S.M.J.**

On March 30, 2017, this court instructed plaintiff HMC Assets, LLC, solely in its capacity as separate trustee of CAM Mortgage Trust 2013-1, ("HMC") to advise this court whether it wished to pursue damages for the breach of contract claim in Count I of the amended complaint. HMC replied the following day that it did not wish to pursue any additional damages beyond the declaratory relief already awarded. The declaratory relief awarded by this court and requested in the amended complaint includes that, "declaratory relief in the form of a declaration that 'the foreclosure sale held on March 7, 2014 is valid' is appropriate." (Docket Entry # 84, p. 67). As also determined

previously, HMC established "its legal title to the property and claim for possession." (Docket Entry # 84, p. 72) (Docket Entry # 111, p. 17). The Memorandum and Order found the assignments and the foreclosure sale valid and also in HMC's favor as to the claim for possession in Count IV of the amended complaint. HMC is therefore entitled to the declaratory remedy it seeks, a judgment entitling it to possession of the property.

HMC's request for a writ of assistance, however, is premature inasmuch as the final judgment has not issued. As stated in the March 30, 2017 findings, HMC "may seek post-judgment relief under Federal Rules of Civil Procedure 69 and 70." (Docket Entry # 111, p. 17). It should therefore submit and serve the appropriate filings after entry of the judgment.

HMC is the prevailing party and entitled to an award of costs under Fed.R.Civ.P. 54(d)(1). Having resolved the remaining outstanding matter as to the damages under the breach of contract claim in Count I, a final judgment shall issue.

          /s/ Marianne B. Bowler            
**MARIANNE B. BOWLER**  
United States Magistrate Judge