

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

<p>JESSICA SAEPOFF,  Plaintiff,  v.  NORTH CASCADE TRUSTEE SERVICES, INC., et al.,  Defendants.</p> <hr/> <p>HSBC BANK USA N.A. AS TRUSTEE ON BEHALF OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST AND FOR THE REGISTERED HOLDERS OF ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SERIES 2007-WM2, ASSET BACKED PASS-THROUGH CERTIFICATES,  Counterclaimant,  v.  JESSICA SAEPOFF, et al.,  Counterdefendants.</p>	<p>Case No. C17-957RSL</p> <p>ORDER</p>
---	---

This matter comes before the Court on (1) plaintiff Jessica Saepoff’s “Motion for Reconsideration and/or to Vacate Order Granting Defendants’ HSBC, MERS, and Ocwen’s Motion for Judgment on the Pleadings” (Dkt. #89), (2) counterclaimant HSBC Bank USA, N.A.’s (“HSBC”) “Motion for Summary Judgment” (Dkt. #90), and (3) HSBC’s “Motion for

1 Default Judgment Against All Defaulted Counterdefendants” (Dkt. #91). The Court, having  
2 reviewed the motions and the record contained herein,<sup>1</sup> finds as follows:

3 **I. BACKGROUND**

4 On November 2, 2006, plaintiff Jessica Saepoff executed and delivered to WMC  
5 Mortgage Corporation (“WMC”) an Adjustable Rate Note in the amount of \$490,000 (“the  
6 Note”). Dkt. #1-2 (Ex. A) at 51-57. On the same date, to secure payment on the Note, plaintiff  
7 executed a Deed of Trust pertaining to property located at 4003 92<sup>nd</sup> Avenue SE, Mercer Island,  
8 Washington (“the Property”). Dkt. #1-2 (Ex. B) at 59-76; see Dkt. #1-2 (2d Am. Compl.  
9 (“SAC”)) at ¶¶ 4.1-4.7. This named Mortgage Electronic Registration Systems, Inc. (“MERS”)  
10 as nominee for WMC and the beneficiary under the Deed of Trust. Dkt. #1-2 (Ex. B) at 59-60.  
11 The Deed of Trust was recorded on November 6, 2006 in King County, Washington. Dkt. #63-  
12 1 (Ex. 1) at 4-21; see also Dkt. #86 at 2 n.1. On April 7, 2011, MERS assigned its interest in the  
13 Deed of Trust to HSBC (“the Assignment”). Dkt. #63-1 (Ex. 2) at 22. The Assignment was  
14 prepared by Ocwen. Id.; see SAC at ¶ 4.37. On May 21, 2015, HSBC appointed North Cascade  
15 Trustee Services, Inc. (“North Cascade”) as Successor Trustee under the Deed of Trust. Dkt.  
16 #63-1 (Ex. 3) at 23-24; see SAC at ¶ 4.39. On January 19, 2016, North Cascade recorded a  
17 Notice of Trustee’s Sale. Dkt. #63-1 (Ex. 9) at 35-38; see SAC at ¶ 4.40. The sale was canceled  
18 by a Notice of Discontinuance of Trustee’s Sale recorded by North Cascade on October 27,  
19 2016. Dkt. #63-1 (Ex. 11) at 42; see SAC at ¶ 4.41.

20 Plaintiff filed her first complaint in King County Superior Court on April 25, 2016, see  
21 Dkt. #12-2 at 8, and a Second Amended Complaint on February 10, 2017. See SAC. She  
22 argued that the Note was not properly transferred to any of the defendants, and that defendants  
23 lacked the authority to enforce, transfer, assign or foreclose on the Note. She brought six causes  
24 of action. First, she requested that the Court make various declarations regarding the Note, the  
25 Deed of Trust, the Assignment, the Appointment of Successor Trustee, the Notice of Trustee’s  
26 Sale, and her right to prepay her loan. SAC at ¶¶ 5.1-5.13. Second, she asserted that the Deed

27  
28  

---

<sup>1</sup> The Court finds this matter suitable for disposition without oral argument.

1 of Trust, the Assignment, the Appointment of Successor Trustee, and Notice of Trustee's Sale  
2 all contained material misrepresentations and constituted mortgage fraud and/or fraudulent  
3 misrepresentation. Id. at ¶¶ 5.14-5.18. Third, she alleged that Ocwen violated Washington's  
4 Consumer Loan Act ("CLA"). SAC at ¶¶ 5.19-5.21. Fourth, she asserted that North Cascade  
5 violated the Deed of Trust Act ("DTA"). SAC at ¶¶ 5.22-5.23. Fifth, she alleged violations of  
6 Washington's Consumer Protection Act ("CPA"). Id. at ¶¶ 5.24-5.30. Sixth, she brought a quiet  
7 title claim. SAC at ¶ 5.31.

8 On April 11, 2017, defendants filed their answer and counterclaimed for Deed of Trust  
9 foreclosure, joining, among others, the United States of America. Dkt. #1-2 (Countercl.) at 7-  
10 20. The United States removed the case to this Court on June 22, 2017. Dkt. #1 at 1-5; see 28  
11 U.S.C. §§ 1442(a)(1), 1444, 2410.

12 On September 23, 2019, the Court granted defendants HSBC's, MERS' and Ocwen's  
13 motion for judgment on the pleadings against plaintiff, and dismissed all of plaintiff's claims  
14 against those three defendants. See Dkt. #86.

## 15 II. PLAINTIFF'S MOTION FOR RECONSIDERATION (Dkt. #89)

16 Plaintiff timely moved for reconsideration of the Court's Order granting defendants  
17 HSBC's, MERS', and Ocwen's motion for judgment on the pleadings. See Dkt. #89. Motions  
18 for reconsideration are disfavored in this District and will be granted only upon a "showing of  
19 manifest error in the prior ruling" or "new facts or legal authority which could not have been  
20 brought to [the Court's] attention earlier with reasonable diligence." LCR 7(h)(1). Federal Rule  
21 of Civil Procedure ("Rule") 60(b)(6) provides that a judgment may be vacated for "any other  
22 reason that justifies relief." Fed. R. Civ. P. 60(b)(6). Rule 60(b)(6) is a catch-all provision that  
23 should be used "sparingly as an equitable remedy to prevent manifest injustice." United States  
24 v. Alpine Land & Reservoir Co., 984 F.2d 1047, 1049 (9th Cir. 1993).

25 Plaintiff asserts that the Court erred in dismissing her fraudulent misrepresentation and  
26 CPA claims as barred by the statute of limitations. See Dkt. #89 at 4-6. The Court found the  
27 claims barred by the three- and four-year statutes of limitations, respectively. Dkt. #86 at 6-8.  
28 Plaintiff argues that the relevant dates for purposes of the statutes of limitations are May 21,

1 2015, the day HSBC appointed North Cascade as Successor Trustee, and January 19, 2016, the  
2 day North Cascade recorded a Notice of Trustee’s Sale. Dkt. #89 at 4-6.<sup>2</sup> Plaintiff  
3 misunderstands the nature of the Court’s holding, which made clear that “[a] cause of action  
4 accrues when the plaintiff knew or *should have known* all the facts underlying the essential  
5 elements of the action.” Hummel v. Nw. Tr. Servs., Inc., 180 F. Supp. 3d 798, 808 (W.D.  
6 Wash. 2016), *aff’d*, 740 F. App’x 142 (9th Cir. 2018) (emphasis added). Because plaintiff  
7 executed the Note and Deed of Trust on November 2, 2006, and because the Assignment from  
8 MERS to HSBC was executed on April 7, 2011 and recorded on August 5, 2011, see Dkt. #63-1  
9 (Ex. 2) at 22, four-and-a-half years before she filed her first complaint in King County Superior  
10 Court, the Court “charged [plaintiff] with what reasonable inquiry would have discovered.”  
11 Hummel, 180 F. Supp. 3d at 808. The Court properly dismissed plaintiff’s fraudulent  
12 misrepresentation and CPA claims as barred by the statutes of limitations.<sup>3</sup>

13 In addition, plaintiff argues that the Court erroneously disposed of her request for  
14 declaratory relief on the basis that the fraudulent misrepresentation and CPA claims were  
15 improperly dismissed. Dkt. #89 at 6-7. As described above, the Court reaffirms its dismissal of  
16 these claims. Dkt. #86 at 8-10. Therefore, plaintiff is not entitled to reconsideration of her  
17 request for declaratory relief.

18 The Court finds plaintiff has not met her burden for reconsideration under LCR 7(h) or  
19 Rule 60(b)(6). Her “Motion for Reconsideration and/or to Vacate Order Granting Defendants’  
20 HSBC, MERS, and Ocwen’s Motion for Judgment on the Pleadings” (Dkt. #89) is DENIED.  
21

---

22 <sup>2</sup> Plaintiff did not specifically raise this argument in opposition to defendants’ motion for  
23 judgment on the pleadings. See generally Dkt. #71. Rather, she made the conclusory assertion that  
24 judgment on the pleadings was inappropriate because discovery of when a cause of action accrues  
involves questions of fact. Id. at 9-10.

25 <sup>3</sup> Plaintiff also argues that the Court improperly interpreted plaintiff’s execution of Two Notices  
26 of Removal on September 20, 2010, and three Quit Claim Deeds on September 23 and October 11,  
27 2010, and November 7, 2012, to suggest that plaintiff was aware of any events giving rise to her cause  
28 of action. See Dkt. #89 at 5-6. While these findings bolstered the Court’s analysis of the impacts of the  
statutes of limitations and discovery rule on plaintiff’s claims, they were nonessential to the Court’s  
holding charging plaintiff with reasonable notice and finding those claims barred by the statutes of  
limitations.

### 1 III. HSBC'S MOTION FOR SUMMARY JUDGMENT (Dkt. #90)

2 HSBC moves for summary judgment on its counterclaim for Deed of Trust foreclosure.

3 See Dkt. #90.

#### 4 a. Parties' Requests to Strike

5 As a threshold matter, the Court must consider HSBC's request to strike plaintiff's  
6 response brief, and plaintiff's request to strike Section A of HSBC's reply. See Dkt. #100 at 3-  
7 4, #103. Defendant asks the Court to strike plaintiff's response brief, which was filed after  
8 midnight on the deadline *after* plaintiff received two Court-ordered continuances extending her  
9 response deadline by 25 days. See Dkts. #94, #98. Plaintiff filed an untimely surreply on  
10 December 3, 2019. See Dkt. #103; LCR 7(g) ("The surreply must be filed within five days of  
11 the filing of the reply brief."). She filed a supplemental surreply on December 11, 2019, without  
12 leave from the Court. Dkt. #105. The surreplies allege that the response brief was filed late due  
13 to personal and family issues encountered by plaintiff's local counsel. Dkts. #103, #105.  
14 Plaintiff asks the Court to strike HSBC's request to strike on this basis. Id.

15 For the sake of completeness, the Court will again consider plaintiff's late response brief.  
16 However, the Court sternly admonishes plaintiff for what can only be characterized as repeated,  
17 blatant disregard for filing deadlines and the Local Rules of this District. See also Dkts. #77,  
18 #86 at 3-4. The parties' requests to strike are DENIED.

#### 19 b. Legal Standard

20 Summary judgment is appropriate if, viewing the evidence in the light most favorable to  
21 the nonmoving party, "the movant shows that there is no genuine dispute as to any material fact  
22 and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); L.A. Printex  
23 Indus., Inc. v. Aeropostale, Inc., 676 F.3d 841, 846 (9th Cir. 2012). The moving party "bears  
24 the initial responsibility of informing the district court of the basis for its motion[.]" Celotex  
25 Corp. v. Catrett, 477 U.S. 317, 323 (1986). It need not "produce evidence showing the absence  
26 of a genuine issue of material fact" but instead may discharge its burden under Rule 56 by  
27 "pointing out . . . that there is an absence of evidence to support the nonmoving party's case."  
28 Id. at 325. Once the moving party has satisfied its burden, it is entitled to summary judgment if

1 the non-moving party fails to designate “specific facts showing that there is a genuine issue for  
2 trial.” Id. at 324. “The mere existence of a scintilla of evidence in support of the non-moving  
3 party’s position is not sufficient”; the opposing party must present probative evidence in support  
4 of its claim or defense. Arpin v. Santa Clara Valley Transp. Agency, 261 F.3d 912, 919 (9th  
5 Cir. 2001); Intel Corp. v. Hartford Accident & Indem. Co., 952 F.2d 1551, 1558 (9th Cir. 1991).  
6 “An issue is ‘genuine’ only if there is a sufficient evidentiary basis on which a reasonable fact  
7 finder could find for the nonmoving party[.]” In re Barboza, 545 F.3d 702, 707 (9th Cir. 2008)  
8 (citations omitted).

### 9 **c. Discussion**

10 Under Washington law, a promissory note may be enforced by “the holder of the  
11 instrument,” which is the “person in possession of a negotiable instrument that is payable either  
12 to bearer or to an identified person that is the person in possession.” RCW 62A.1-  
13 201(b)(21)(A), 62A3-301. “Transfer of an instrument, whether or not the transfer is a  
14 negotiation, vests in the transferee any right of the transferor to enforce the instrument[.]” RCW  
15 62A.3-203. “If an indorsement is made by the holder of an instrument, whether payable to an  
16 identified person or payable to bearer, and the indorsement identifies a person to whom it makes  
17 the instrument payable, it is a ‘special indorsement.’” RCW 62A.3-205(a). “When specially  
18 indorsed, an instrument becomes payable to the identified person and may be negotiated only by  
19 the indorsement of that person.” Id.

20 It is undisputed that plaintiff executed the Adjustable Rate Note in the amount of  
21 \$490,000, and secured the payment by the Deed of Trust pertaining to the Property on  
22 November 2, 2006. Dkt. #90-3 (Exs. A, B). Plaintiff admits that she stopped making her  
23 monthly mortgage payments in 2010, see Dkt. #90-1 (Ex. A) at 30:4-6, and that she never  
24 conveyed monies to pay off the Note, id. at 127:2-5, 131:6-32-7, 135:2-37:4. She has defaulted  
25 under the terms of the Note. Dkt. #90-3 (Ex. A) at 8, § 7(B) (“If I do not pay the full amount of  
26 each monthly payment on the date it is due, I will be in default.”). Under the terms of the Note  
27 and Deed of Trust, foreclosure is the legal remedy for the holder of the Note. Dkt. #90-3 (Ex.  
28 A) at § 7(B), Ex. B at 23, ¶ 22. HSBC has provided evidence that it is the current holder of the

1 Note. Dkt. #90-1 (Ex. B) at 179. Counsel for HSBC is currently in possession of the original  
2 Note and Deed of Trust. See id. (Coughlin Decl.) at ¶ 2 (“I continue to have physical possession  
3 of these documents as attorney for HSBC in this action.”). The Note contains a special  
4 endorsement to HSBC. Dkt. #90-3 (Ex. A) at 9. In Washington, the deed of trust follows the  
5 transfer of debt. See Spesock v. U.S. Bank, N.A., No. C18-92JLR, 2018 WL 4613163, at \*8  
6 (W.D. Wash. Sept. 26, 2018) (citing Am. Sav. Bank & Tr. Co. v. Helgesen, 64 Wn. 54 (1911),  
7 *on reh’g*, 67 Wn. 572 (1912)). Accordingly, as holder of the Note, HSBC is also the holder of  
8 the Deed of Trust as a matter of law and is entitled to enforce it. Id. (“[I]t follows logically that  
9 the noteholder is entitled to enforce both the note and the [deed of trust] by operation of law.”  
10 (citations omitted)).

11 Plaintiff argues that HSBC is not entitled to foreclose on the Deed of Trust on the  
12 grounds that HSBC’s declaration in support of its motion (Dkt. #90-3) is legally insufficient,  
13 and that a genuine issue of material fact exists as to the endorsement, and any transfer of, the  
14 Note. Dkt. #99 at 4-9.<sup>4</sup> Her arguments lack merit for the reasons set forth below.

15 First, plaintiff asserts that HSBC’s declaration is legally insufficient because the affiant,  
16 an employee of the loan servicer, lacks personal knowledge as to the loan closing, and  
17 subsequent transfer and endorsement of the Note. Dkt. #99 at 4-5. She argues that the  
18 declaration is not supported by sufficient documentation of these processes. Id. The  
19 Washington State Court of Appeals recently considered and rejected a similar argument  
20 regarding an endorsement in blank.

21 [T]he [borrowers] argue that [the bank] should not be entitled to  
22 foreclosure because it failed to explain how it came into possession  
23 of the note. The [borrowers] do not provide any legal support for  
24 their argument that, despite possessing the note, [the bank] cannot  
25 enforce the note if it cannot explain all previous transfers of the note.  
26 [The bank] produced the original note endorsed in blank. That alone  
allows [the bank] to enforce it. RCW 62A.1-201(21)(A) (defining  
“holder” as “[t]he person in possession of a negotiable instrument.”);

27  
28 <sup>4</sup> Plaintiff also argues that the Court should deny the motion for summary judgment because her  
motion for reconsideration remains pending. Dkt. #99 at 2. The Court has now denied the motion for  
reconsideration, rendering this argument moot.

1 RCW 62A.3-205(b) (“When [e]ndorsed in blank, an instrument  
 2 becomes payable to bearer and may be negotiated by transfer of  
 3 possession alone until specially [e]ndorsed.”); see also Brown [v.  
 4 Wash. State Dep’t of Commerce, 184 Wn.2d 509, 536 (2015)] (“As  
 5 the holder of the note [endorsed in blank], M & T Bank is entitled to  
 6 enforce the note.”); Deutsche Bank [Nat’l Tr. Co. v. Slotke, 192 Wn.  
 7 App. 166, 173 (2016)] (“[I]t is the holder of the note who is entitled  
 8 to enforce it. It is not necessary for the holder to establish that it is  
 9 also the owner of the note secured by the deed of trust”).

10 Deutsche Bank Nat’l Tr. Co. for Long Beach Mortg. Loan Tr. 2006-4 v. Erickson, 197 Wn.  
 11 App. 1068, 2017 WL 571526, at \*3 (2017), *review den. sub nom.*, Deutsche Bank Nat’l Tr. Co.  
 12 v. Erickson, 188 Wn.2d 1021 (2017). The Court finds the reasoning of Erickson persuasive, and  
 13 rejects plaintiff’s implication that HSBC fails to allege sufficient evidence as to how it came to  
 14 possess the Note. HSBC’s counsel has made a sworn declaration that it is in possession of the  
 15 Note, and HSBC has submitted a copy of the original Note as an exhibit to its declaration.<sup>5</sup> See  
 16 Coughlin Decl. at ¶ 2; Dkt. #90-3 (Ex. A). The Note contains a special endorsement to HSBC.  
 17 Id. These facts are sufficient to establish that HSBC is the holder of the Note, and the Court  
 18 rejects plaintiff’s arguments regarding the insufficiency of HSBC’s declaration (Dkt. #90-3).

19 Second, plaintiff challenges the validity of the securitization process, asserting that the  
 20 endorsement of the Note and its transfer to HSBC were improper. However, “there is ample  
 21 authority that borrowers, as third parties to the assignment of their mortgage (and securitization  
 22 process), cannot mount a challenge to the chain of assignments unless a borrower has a genuine  
 23 claim that they are at risk of paying the same debt twice if the assignment stands.” Borowski v.  
 24 BNC Mortg., Inc., No. C12-5867 RJB, 2013 WL 4522253, at \*5 (W.D. Wash. Aug. 27, 2013);  
 25 see also Hummel, 180 F. Supp. 3d at 806 (quoting Andrews v. Countrywide Bank, NA, 95 F.  
 26 Supp. 3d 1298, 1301 (W.D. Wash. 2015)). Plaintiff has not genuinely alleged such risk. See,  
 27 e.g., Dkt. #90-1 (Saepoff Dep.) at 133:22-23 (“Q: . . . Has any other lender or servicer other than  
 28 Ocwen or HSBC contacted you for payment of the note? A: Not to this date.”). She

<sup>5</sup> Plaintiff does not credibly challenge HSBC’s evidence establishing that it is in possession of the original Note and Deed of Trust. The Court finds there is no genuine dispute that HSBC is the current holder of the specially endorsed note.



1 accordingly has no basis to challenge the securitization and assignment of the Note and Deed of  
2 Trust to HSBC.<sup>6</sup>

3 HSBC has established as a matter of law that, as holder of the Note, it is entitled to  
4 foreclose on the Deed of Trust. Plaintiff has offered no valid basis to prevent the foreclosure,  
5 and has failed to identify any genuine issue of fact for trial. HSBC's "Motion for Summary  
6 Judgment (Dkt. #90) is GRANTED.

#### 7 **IV. HSBC'S MOTION FOR DEFAULT JUDGMENT (Dkt. #91)**

8 On July 26, 2017, the Clerk of Court entered an order finding defendant State of  
9 Washington in default for its failure to appear or file a responsive pleading to counter-claimant  
10 HSBC's counterclaims. Dkt. #21. On November 21, 2017, the Clerk entered an order of default  
11 against defendants Unknown Beneficiary of the 4003 92nd Avenue SE Land Trust; Randy Styer,  
12 Trustee of the 4003 92nd Avenue SE Land Trust; MERS; and Occupants of the Premises. Dkt.  
13 #40. With the exception of MERS, which appeared and agreed to the entry of default, all of the  
14 aforementioned defendants failed to appear or file a responsive pleading. Id.

15 HSBC moves the Court for default judgment against the defaulted defendants. Dkt. #91.  
16 It appearing from the record that defaults were entered pursuant to LCR 55(a) against Unknown  
17 Beneficiary of the 4003 92nd Avenue SE Land Trust; Randy Styer, Trustee of the 4003 92nd  
18 Avenue SE Land Trust; MERS; State of Washington; and Occupants of the Premises  
19 (collectively, "defaulted defendants"); and it appearing from the declaration of HSBC, the  
20 declaration of Laura Coughlin (Dkt. #91-1), and the records herein that HSBC has established its  
21 entitlement to the non-monetary relief sought, NOW, THEREFORE, on request of counsel for  
22 HSBC, the *in rem* default judgment against defaulted defendants is hereby adjudged and entered  
23 as follows:

24 \_\_\_\_\_  
25 <sup>6</sup> The Court declines plaintiff's invitation to rely on non-binding, out-of-circuit authority to find  
26 that she may challenge HSBC's alleged noncompliance with the Pooling & Servicing Agreement. See  
27 Dkt. #99 at 7-9 (citing *inter alia* U.S. Bank Nat'l Ass'n as Tr. to Bank of Am., Nat'l Ass'n v. Gerber,  
28 2019 WL 1299464, at \*4-6 (M.D. Pa. Mar. 21, 2019)). Courts in Washington have rejected this  
argument. See, e.g., Deutsche Bank Nat'l Tr. Co. v. Slotke, 192 Wn. App. 166, 177 (2016) (finding  
plaintiff lacked standing to raise challenge to bank's compliance with the trust's pooling and service  
agreement "because she [was] not a party to or intended third-party beneficiary of that agreement").

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the real property (the  
2 “Property”) secured by the HSBC’s DOT is described as follows:

3 **LOT 1 of PATRICK HEIGHTS, AS PER PLAT RECORDED**  
4 **IN VOLUME 49 OF PLATS, ON PAGE 37, RECORDS OF**  
5 **KING COUNTY; SITUATE IN THE CITY OF MERCER**  
6 **ISLAND, COUNTY OF KING, STATE OF WASHINGTON.**

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the final judgment  
8 amount is not tendered to HSBC immediately, then said sum shall be satisfied from the sale of  
9 the property.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any interest held by  
11 the defaulted defendants, subject to HSBC’s Deed of Trust recorded on November 6, 2006 under  
12 King County Auditor’s File No. 20061106002692, is hereby foreclosed and the Property is  
13 hereby ordered sold in the manner provided by law, and the proceeds from the foreclosure shall  
14 be applied to the final judgment amount, as permitted therein.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if a deficiency balance  
16 remains due after the application of the foreclosure sale proceeds to the final judgment amount  
17 and post-judgment amount, then a deficiency judgment shall not be entered against the  
18 defaulting defendants pursuant to RCW 6.23.020(1), as they are not the final judgment debtor.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that HSBC’s Deed of  
20 Trust is declared the senior lien upon the Property and that all right, title, claim, or interest of the  
21 defaulted defendants’ interests in the Property is hereby declared junior and subordinate to  
22 HSBC’s lien, and said defaulted defendants are hereby forever foreclosed except for any  
23 statutory right of redemption and surplus funds allowed by law, if any.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that HSBC is hereby  
25 granted the right to become the bidder and purchaser at the foreclosure sale.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the purchaser at the  
27 foreclosure sale of the Property is entitled to exclusive and immediate possession of the Property  
28 from and after the date of the sale and is entitled to such remedies as are available at law to  
secure possession and the judgment entered herein have the same effect as a writ of assistance, if

1 defendants, or any of them, or any other party or person shall refuse to surrender possession to  
2 the purchaser immediately on the purchaser's demand for possession.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that HSBC may localize  
4 this judgment for the purposes of enforcing the judgment through sale effectuated by the King  
5 County Sheriff's Office in the same manner as if it had been issued by the King County Superior  
6 Court.

7 **V. CONCLUSION**

8 For all the foregoing reasons, IT IS HEREBY ORDERED THAT,

9 (1) Plaintiff's "Motion for Reconsideration and/or to Vacate Order Granting  
10 Defendants' HSBC, MERS, and Ocwen's Motion for Judgment on the Pleadings" (Dkt. #89) is  
11 DENIED.

12 (2) HSBC'S "Motion for Summary Judgment" (Dkt. #90) is GRANTED. HSBC may  
13 proceed to judicial foreclosure.

14 (3) HSBC'S "Motion for Default Judgment" (Dkt. #91) is GRANTED as set forth  
15 above.

16 DATED this 30<sup>th</sup> day of October, 2020.

17  
18 

19 Robert S. Lasnik  
20 United States District Judge  
21  
22  
23  
24  
25  
26  
27  
28