

MADE JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:10-cv-05152-GW(PLAx) Date February 15, 2011

Title Margaret Carswell v. JP Morgan Chase Bank N.A., et al.

Present: The Honorable GEORGE H. WU, UNITED STATES DISTRICT JUDGE

Javier Gonzalez None Present

Deputy Clerk Court Reporter / Recorder Tape No.

Attorneys Present for Plaintiffs: Attorneys Present for Defendants:

None Present None Present

PROCEEDINGS (IN CHAMBERS): FINAL RULING ON DEFENDANTS' MOTION TO DISMISS FIRST AMENDED COMPLAINT

The Court's final ruling on Defendants' Motion to Dismiss First Amended Complaint is attached hereto. Defendants' motion is **granted without leave to amend.**

Initials of Preparer JG

Carswell v. JPMorgan Chase Bank N.A., et al., Case No. 10-5152
Final Ruling on Defendants' Motion to Dismiss First Amended Complaint

On January 6, 2011, this Court issued a "tentative ruling" granting Defendants' Motion to Dismiss Plaintiff's First Amended Complaint. See Docket item Number ("Doc. No.") 37. At the hearing, the Court indicated that it was adopting the tentative as its final ruling but allowed Plaintiff to submit an "offer of proof" as to whether to permit her leave to amend, given her prior unsuccessful attempts to adequately plead. Id.

Plaintiff's Offer of Proof was filed on January 28, 2011. See Doc. No. 38. In it, Plaintiff relies on recent opinions by the Massachusetts Supreme Court to continue to assert that the securitization of the note somehow inhibits Defendants' ability to foreclose. The Court has explained its rejection of that theory in detail in two previous orders. See Doc. Nos. 20-1 and 37. Nothing in the Offer of Proof suggests that Plaintiff has the ability to state a claim for wrongful foreclosure.

Plaintiff's Offer of Proof also does not establish that any actionable fraud or unjust enrichment has occurred, nor raises a basis for any other viable cause of action against the moving Defendants. Therefore, the Motion to Dismiss will be granted without leave to amend for the reasons stated in the January 6, 2011 ruling and herein.