

1 DOUGLAS GILLIES, ESQ. (53602)
2 douglasgillies@gmail.com
3 3756 Torino Drive
4 Santa Barbara, CA 93105
5 (805) 682-7033

6 Attorney for Plaintiff
7 MARGARET CARSWELL

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 MARGARET CARSWELL,
12 Plaintiff,

13 v.

14 JP MORGAN CHASE BANK N.A.,
15 CALIFORNIA RECONVEYANCE CO.,
16 and DOES 1-150, inclusive,
17 Defendants.

) Case No. CV 10-5152-GW (PLAx)


) **REPRESENTATION STATEMENT**

18 Plaintiff and Appellant MARGARET CARSWELL is represented by: Douglas
19 Gillies, 3756 Torino Drive, Santa Barbara CA 93105. (805) 682-7033

20 Defendants and Respondents JPMORGAN CHASE and CALIFORNIA
21 RECONVEYANCE COMPANY are represented by:

22 Theodore E. Bacon
23 Amy L. Morse
24 Michael B. Tannatt
25 AlvaradoSmith
26 633 W. Fifth Street, Suite 1100, Los Angeles, CA 90017
27 (213) 229-2400

28 Date: March 11, 2011



Douglas Gillies, Attorney for Plaintiff

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: None Present
Attorneys Present for Defendants: 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.