UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Chaesom R. Sears v. Rocket Mortgage, LLC, et al.

Sears v. Rocket Mortgage · No. 2:25-cv-0409 TLN AC PS · Decided September 29, 2025

SUMMARY

The United States District Court for the Eastern District of California adopts modified findings and recommendations concerning motions to dismiss claims under the Truth in Lending Act, RESPA, and unjust enrichment. The court dismisses the TILA claim with leave to amend, dismisses the unjust enrichment claim without leave to amend, and allows the RESPA claim against Rocket Mortgage to proceed.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	September 29, 2025
DOCKET	2:25-cv-0409 TLN AC PS
DISPOSITION	other
PROCEDURAL POSTURE	The district court reviewed a magistrate judge's findings and recommendations on motions to dismiss after Plaintiff timely filed objections.
STANDARD OF REVIEW	The district court presumed the magistrate judge's factual findings correct and reviewed the magistrate judge's legal conclusions de novo.
PRECEDENTIAL VALUE	unpublished
PARTIES	Chaesom R. Sears v. Rocket Mortgage, LLC, U.S. Bank

TOPICS

motions to dismiss · truth in lending · civil procedure · consumer protection · mortgages

PRACTICE AREAS

Civil procedure · Consumer protection · Mortgage and real estate law

QUESTIONS PRESENTED

1. Whether the magistrate judge's findings and recommendations should be adopted after de novo review of Plaintiff's objections.
2. Whether Plaintiff's TILA claim should be dismissed with leave to amend.
3. Whether Plaintiff's unjust enrichment claim should be dismissed without leave to amend.
4. Which claims remained pending against Rocket Mortgage after adjudication of the motions to dismiss.

HOLDINGS

1. The findings and recommendations were supported by the record and were adopted as modified.
2. The TILA claim was dismissed with leave to amend because Plaintiff represented that he could clarify allegations concerning nondisclosure of the new creditor or assignee and resulting harm.
3. The unjust enrichment claim was dismissed without leave to amend.
4. Only the RESPA claim remained pending against Rocket Mortgage, while Plaintiff was permitted to amend his TILA claim against that defendant.

KEY QUOTATIONS

> *"The Court presumes that any findings of fact are correct. See Orand v. United States, 602 F.2d 207, 208 (9th Cir. 1979). The magistrate judge's conclusions of law are reviewed de novo."* (at 2)

> *"The findings and recommendations filed June 25, 2025, (ECF No. 34), are ADOPTED as modified above;"* (at 2)

> *"U.S. Bank's motion to dismiss, (ECF No. 19), is GRANTED with leave to amend only to the TILA claim;"* (at 2)

> *"Rocket Mortgage's motion to dismiss, (ECF No. 23), is GRANTED in part and DENIED in part such that only the RESPA claim remains pending against Rocket Mortgage."* (at 2)

FACTUAL BACKGROUND

Plaintiff alleged claims under the Truth in Lending Act, RESPA, and unjust enrichment relating to a mortgage loan. In objecting to the recommended dismissal of his TILA claim, Plaintiff asserted that he could allege he never received written notice identifying the loan's new creditor or assignee and that the nondisclosure caused him harm. He offered no caselaw demonstrating that his unjust enrichment claim was viable.

PROCEDURAL HISTORY

The matter was referred to a magistrate judge under Local Rule 302(c)(21). The magistrate judge recommended dismissal of Plaintiff's Truth in Lending Act and unjust enrichment claims. After reviewing Plaintiff's objections, the district court adopted the findings and recommendations as modified, dismissed the TILA claim with leave to amend, dismissed the unjust enrichment claim without leave to amend, and left only the RESPA claim pending against Rocket Mortgage.

DISPOSITION

other

CASES CITED

- Orand v. United States, 602 F.2d 207, 208 (9th Cir. 1979)
- Robbins v. Carey, 481 F.3d 1143, 1147 (9th Cir. 2007)

OPINION

Chaeson R. Sears v. Rocket Mortgage, LLC, et al.

PER CURIAM.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

CHAESOM R. SEARS,

Plaintiff, No. 2:25-cv-0409 TLN AC PS v. ROCKET MORTGAGE, LLC, et al., ORDER Defendants. Plaintiff Chaeson R. Sears ("Plaintiff") is proceeding in this action in pro per. The matter was referred to a United States Magistrate Judge pursuant to Local Rule 302(c)(21). On June 25, 2025, the magistrate judge filed findings and recommendations which were served on all parties and which contained notice that any objections to the findings and recommendations were to be filed within twenty-one (21) days. (ECF No. 34.) Plaintiff timely filed objections. (ECF No. 35.) In opposition, Plaintiff argues the Court should decline to adopt the magistrate judge's recommendation to dismiss his Truth in Lending Act ("TILA") and unjust enrichment claims, or in the alternative, grant with leave to amend. (Id. at 1.) As for his TILA's claim, Plaintiff contends he can clarify that he never received written notice identifying the new creditor or assignee of the loan, and further that he was harmed as a direct result of the nondisclosure. (Id. at 2.) As for the unjust enrichment claim, Plaintiff maintains such a claim is "commonly pled." (Id. at 2–3.) The Court presumes that any findings of fact are correct. See Orand v. United States, 602 F.2d 207, 208 (9th Cir. 1979). The magistrate judge's conclusions of law are reviewed de novo. See Robbins v. Carey, 481 F.3d 1143, 1147 (9th Cir. 2007) ("[D]eterminations of law by the magistrate judge are reviewed de novo by both the district court and [the appellate] court[.]"). Having reviewed the file, including Plaintiff's objections, the Court finds the findings and recommendations to be supported by the record. However, in light of Plaintiff's representations regarding his TILA claim, the Court clarifies this claim is dismissed with leave to amend. As for Plaintiff's unjust enrichment claim, Plaintiff provides no caselaw demonstrating such a claim is viable. As such, the unjust enrichment claim is dismissed without leave to amend. Accordingly, IT IS HEREBY ORDERED that: 1. The findings and recommendations filed June 25, 2025, (ECF No. 34), are ADOPTED as modified above; 2.

U.S. Bank's motion to dismiss, (ECF No. 19), is GRANTED with leave to amend only to the TILA claim; and

3. Rocket Mortgage's motion to dismiss, (ECF No. 23), is GRANTED in part and DENIED in part such that only the RESPA claim remains pending against Rocket Mortgage. Plaintiff may amend his TILA claim against Rocket Mortgage.

4. Plaintiff may file an amended complaint no later than thirty (30) days after the electronic filing date of this Order. If Plaintiff files an amended complaint, Defendants shall file any responsive pleading no later than twenty-one (21) days from the filing date of the amended complaint. If Plaintiff opts not to file an amended complaint, this action will proceed only on the RESPA claim against Rocket Mortgage.

DATED: September 26, 2025