

**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

OPINION

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

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

10

11 CHAESOM R. SEARS,

12 Plaintiff, No. 2:25-cv-0409 TLN AC PS 13 v. 14 ROCKET MORTGAGE, LLC, et al., ORDER
15 Defendants. 16 17 Plaintiff Chaeson R. Sears (“Plaintiff”) is proceeding in this action in pro
per. The matter 18 was referred to a United States Magistrate Judge pursuant to Local Rule 302(c)
(21). 19 On June 25, 2025, the magistrate judge filed findings and recommendations which were
20 served on all parties and which contained notice that any objections to the findings and 21
recommendations were to be filed within twenty-one (21) days. (ECF No. 34.) Plaintiff timely 22
filed objections. (ECF No. 35.) 23 In opposition, Plaintiff argues the Court should decline to adopt
the magistrate judge’s 24 recommendation to dismiss his Truth in Lending Act (“TILA”) and
unjust enrichment claims, or 25 in the alternative, grant with leave to amend. (Id. at 1.) As for his
TILA’s claim, Plaintiff 26 contends he can clarify that he never received written notice identifying
the new creditor or 27 assignee of the loan, and further that he was harmed as a direct result of the
nondisclosure. (Id. at 28 2.) As for the unjust enrichment claim, Plaintiff maintains such a claim is
“commonly pled.” (Id. 1 at 2–3.) 2 The Court presumes that any findings of fact are correct. See
Orand v. United States, 602 3 F.2d 207, 208 (9th Cir. 1979). The magistrate judge’s conclusions of
law are reviewed de novo. 4 See Robbins v. Carey, 481 F.3d 1143, 1147 (9th Cir. 2007)
 (“[D]eterminations of law by the 5 magistrate judge are reviewed de novo by both the district
court and [the appellate] court[.]”). 6 Having reviewed the file, including Plaintiff’s objections, the
Court finds the findings and 7 recommendations to be supported by the record. However, in light
of Plaintiff’s representations 8 regarding his TILA claim, the Court clarifies this claim is
dismissed with leave to amend. As for 9 Plaintiff’s unjust enrichment claim, Plaintiff provides no
caselaw demonstrating such a claim is 10 viable. As such, the unjust enrichment claim is
dismissed without leave to amend. 11 Accordingly, IT IS HEREBY ORDERED that: 12 1. The
findings and recommendations filed June 25, 2025, (ECF No. 34), are ADOPTED 13 as modified

above; 14 2. U.S. Bank's motion to dismiss, (ECF No. 19), is GRANTED with leave to amend only 15 to the TILA claim; and 16 3. Rocket Mortgage's motion to dismiss, (ECF No. 23), is GRANTED in part and 17 DENIED in part such that only the RESPA claim remains pending against Rocket 18 Mortgage. Plaintiff may amend his TILA claim against Rocket Mortgage. 19 4. Plaintiff may file an amended complaint no later than thirty (30) days after the 20 electronic filing date of this Order. If Plaintiff files an amended complaint, 21 Defendants shall file any responsive pleading no later than twenty-one (21) days from 22 the filing date of the amended complaint. If Plaintiff opts not to file an amended 23 complaint, this action will proceed only on the RESPA claim against Rocket 24 Mortgage. 25 DATED: September 26, 2025 26 27 28