

or mortgage. Plaintiff also concedes that she has no evidence showing that Wells Fargo Home Mortgage ever held her note or mortgage:

In a November 15, 2006 letter to Ms. Glover, Washington Mutual designated Wells Fargo as its 'servicer' with respect to monthly payments beginning on December 1, 2006 . . . Washington Mutual made it clear that it had retained its ownership of Ms. Glover's note and mortgage . . . Ms. Glover was never notified by Washington Mutual that it had assigned her note (or mortgage) to Wells Fargo or that Wells Fargo had become her 'creditor' or mortgagee. It is currently unknown when, if ever, Washington Mutual assigned Ms. Glover's note and mortgage to Wells Fargo and when, if ever, Wells Fargo became the owner (or mortgagee) of Ms. Glover's note and mortgage. Strict proof of Wells Fargo's ownership will be demanded.

Complaint, ¶¶ 35-36.

Plaintiff's loan documents, which are attached to the Complaint, confirm that Wells Fargo Home Mortgage never held Plaintiff's note or mortgage. Plaintiff's note identifies Washington Mutual Bank as the lender and does not indicate that it was endorsed, or that Washington Mutual's interest was transferred, to Wells Fargo Home Mortgage. See Note, p. 1 (attached as Exhibit A to Complaint). Likewise, Plaintiff's mortgage identifies Washington Mutual Bank as the mortgagee and there is no evidence of an assignment of the mortgage to Wells Fargo Home Mortgage. See Mortgage, p. 1 (attached as Exhibit B to Complaint). Wells Fargo Home Mortgage *serviced* Plaintiff's loan, on Washington Mutual Bank's behalf, beginning on or around December 1, 2006, but it has never held an interest in her note or mortgage. See Complaint, ¶ 35.

II. The Magistrate Properly Held That The 180-Day Stay Applies To All Parties

Plaintiff contends that the Magistrate erred when it held that the 180-day stay under the Financial Institutions Reform Recovery and Enforcement Act of 1989 ("FIRREA") applies to all parties, and has criticized the authority relied upon by the Magistrate. However, Plaintiff has

failed to provide any contrary authority, and has summarily disregarded two opinions cited by the Magistrate that squarely address this issue. See Gumowitz v. First Fed. Sav. & Loan Ass'n, No. 90-8083, 1991 WL 84630, at *2 (S.D.N.Y. May 17, 1990) (180-day stay under FIRREA applied to third-parties); see also Int'l Fidelity Ins. Co. v. Yorkville Fed. Sav. & Loan Ass'n, No. 90-3767, 1990 WL 165720, at *2 (S.D.N.Y. Oct. 19, 1990). In both Gumowitz and International Fidelity, the action was stayed for 180 days under FIRREA, and the court held that the action was also stayed as to third-parties, noting that the purpose of FIRREA would be served by granting the stay as to all parties. See Gumowitz, 1991 WL 84630, at *2; Int'l Fidelity, 1990 WL 165720, at *2.

Moreover, as the International Fidelity court noted, “the court has the discretionary power to stay proceedings as an offshoot of its inherent power to control its docket.” Int'l Fidelity, 1990 WL 165720, at *2. Thus, even if FIRREA’s 180-day stay did not apply to third-parties, this Court has the inherent authority to stay this action to manage and control its docket. And the Magistrate clearly exercised that authority when it held that “[j]udicial resources would be ill-spent if Glover could continue now in the litigation against every defendant except the FDIC.” Glover v. Washington Mut. Bank, F.A., No. 08-990, slip op. at *18 (W.D. Pa. Mar. 20, 2009).

Indeed, were the case to continue only as to Wells Fargo Home Mortgage and the other defendants, the FDIC would nevertheless be required to continue to monitor developments in the case in order to protect its interest, which would be contrary to FIRREA’s purpose in providing for the stay. And the parties will be forced to engage in duplicative discovery and multiple depositions in the event that the FDIC is still a party to the litigation after the conclusion of the administrative claims process. Such duplicative discovery is a waste of the Court’s valuable

time and the parties' resources. That is why the Court has the inherent authority to stay this action, and should exercise that authority.

III. Conclusion

Accordingly, Wells Fargo Home Mortgage requests that the Court overrule Plaintiff's Objections to the Magistrate's March 20, 2009 Opinion and Order relating to the application of the 180-day stay to Wells Fargo Home Mortgage and the Defendants.

Respectfully submitted,

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CERTIFICATE OF SERVICE

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