

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

CHICAGO TITLE INSURANCE COMPANY,

Plaintiff,

vs.

CASE NO. 10-CA-18323
Division 39

ONE WEST BANK, F.S.B. and
HSBC BANK USA, N.A., AS TRUSTEE
FOR THE HOLDERS OF DEUTSCHE ALT-A
SECURITIES MORTGAGE LOAN TRUST,
SERIES 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES,

Defendants.

**ORDER GRANTING SUMMARY JUDGMENT ON COUNT I OF COMPLAINT
AND ENTERING FINAL JUDGMENT AS TO DEFENDANT ONE WEST BANK, F.S.B**

THIS CAUSE having come before the Court on April 7, 2015, on Plaintiff Chicago Title Insurance Company's Motion for Summary Judgment Against One West Bank, F.S.B. ("Motion"), and the Court, having considered the Plaintiff's Motion, the materials in support, the arguments of counsel, the pleadings on file, and being otherwise fully advised in the premises, it is hereby

ORDERED, ADJUDGED, and DECREED that:

1. Chicago Title Insurance Company presented competent, substantial evidence and there is no genuine issue as to any material fact to prevent this Court from determining that the lender's policy of title insurance bearing policy number 7410703-62751, and a date of policy of June 6, 2006, and claimed by Defendant One West Bank, F.S.B., to ensure the lien of a mortgage recorded on August 26, 2006 (the "One West Policy"), was not issued by Cambridge Title and

Trust, LLC. Indeed, all of the evidence before the Court showed that the One West Policy was not issued by Cambridge Title and Trust, LLC.

2. Defendant One West Bank, F.S.B., opposed Chicago Title Insurance Company's Motion, but did not present summary judgment evidence or make a showing that a material issue could be generated as to the fact that the One West Policy was not issued by Cambridge Title and Trust, LLC.

3. As a result, Chicago Title Insurance Company is entitled to summary judgment finding that the One West Policy was not issued by Cambridge Title and Trust LLC, that the One West Policy is void, and therefore that the One West Policy does not give rise to any duty or liability for Chicago Title Insurance Company as to One West Bank, F.S.B. *See Connolly v. Sebeco Inc.*, 89 So. 2d 482 (Fla. 1956); *Soper v. Stine*, 184 So. 2d 892 (Fla. 2nd DCA 1966).

4. The Court declines, however, to grant summary judgment as to the One West Policy being fraudulent, and the Court makes no factual findings or determinations other than those set forth above.

5. Count I of the Complaint is the only Count directed at Defendant One West Bank, F.S.B., and Count I is not directed at any other party. As a result, Chicago Title Insurance Company is entitled to final judgment against Defendant One West Bank, F.S.B.

Accordingly, Chicago Title Insurance Company's Motion is GRANTED, to the extent set forth above, and Final Judgment is entered in favor of Chicago Title Insurance Company and against Defendant One West Bank, F.S.B.

DONE AND ORDERED in chambers at Orange County, Florida, this 10 day of April, 2015.


John Marshall Kest, Circuit Judge

Copies to:

Christopher W. Smart, Esq.
Carlton Fields Jordan Burt
P.O. Box 3239
Tampa, FL 33601-3239

Jeremy W. Harris, Esq.
Morris, Laing, Evans, Brock, & Kennedy, Chtd.
505 S. Flagler Drive, Suite 400
West Palm Beach, Florida 33401
Tel: 561-795-6996
Email: jharris@morrislaing.com
Attorneys for HSBC Bank USA, N.A.

Paul J. Sodhi
Blank Rome LLP
1200 North Federal Highway Suite 312
Boca Raton, FL 33432
Tel: 561.417.8153
Fax: 561.417.8186
Email: PSodhi@BlankRome.com
Attorney for One West Bank, F.S.B