



1 On July 15, 2008, prior to default, the plaintiff telephoned their Lender Defendant Aurora  
2 to request information about their loan.

3 Plaintiffs defaulted on their August 2008 mortgage payment on or about August 15,  
4 2008. On or about September 15, 2008, Aurora sent a letter to the Plaintiffs advising them that  
5 they were two months in arrears on the mortgage payments. The letter contained information  
6 about ways the plaintiffs could avoid foreclosure, but did not advise the plaintiffs that they had  
7 the right to request a subsequent meeting and, if requested, the mortgage, beneficiary, or  
8 authorized agent would schedule the meeting to occur within 14 days. As a result of the  
9 omission by Defendants the contacts prior and up to September 15, 2008 did not comply with the  
10 requirements of Civil Code Section 2923.5(a),(2). DCV

11 The court further finds that the Defendant Aurora did not adequately fulfill the due  
12 diligence requirements to benefit from the exceptions to subdivision (a) of Civil Code 2923.5.  
13 “Due diligence” under the statute requires compliance with all of the requirements Civil Code  
14 2923. 5(g), the court finds that the plaintiff’s primary telephone number was not disconnected.  
15 That the Plaintiffs did not respond to any of Defendant’s telephone calls within two weeks. The  
16 court further finds that the Defendant Aurora did not then send a certified letter, with return  
17 receipt. The court finds that Defendant Aurora <sup>did not</sup> post a prominent link on the homepage of its  
18 Internet Website containing all of the information required under Civil Code Section 2923.5  
19 (g)(5)(A)through (D). DCV

20 The court finds that the Notice of Default does contain the statutorily required form  
21 language that the Lender contacted the Borrower, tried with due diligence to contact the  
22 Borrower, etc. However, the declaration on the Notice of Default is not made under penalty of  
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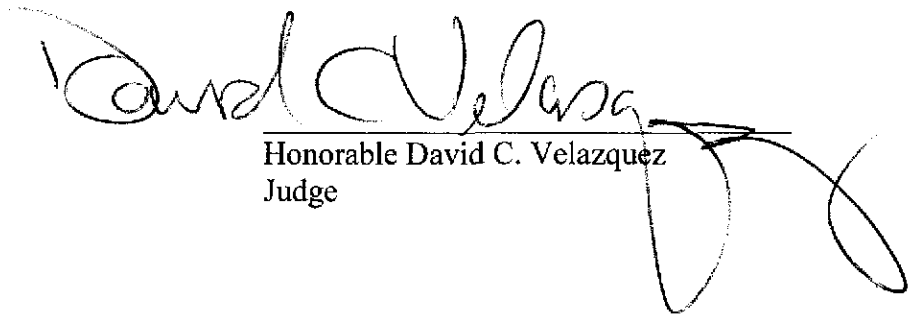
1 perjury, and therefore has no evidentiary value concerning whether the Defendant otherwise  
2 satisfied the provisions of Civil Code Section 2923.5.

3 The Court finds that the Provisions of Civil Code Section 2923. 5 (h) do not apply.

4 Based upon the aforementioned findings and conclusions of law the court orders as  
5 follows:

6 All foreclosure proceedings concerning Plaintiff's residence located at: 2925 Wilderness  
7 Circle, Corona, California 92882 is stayed until Defendant Aurora has complied with the  
8 requirements of Civil Code Section 2923.5.  
9

10  
11 Dated: 12-17-10

12   
13 Honorable David C. Velazquez  
14 Judge