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2	Fullerton, California 92831 Telephone: (714) 738-4830	COUNTY OF CALIFORNIA CENTRAL JUSTICE CENTER DEC 1 7 2010
3	Fax: (714) 515-1688 Email Address: courtsdoc@lawofficeofmoseshall.com ALAN CARLSON. Clerk of the Court	
4	BY C CARR Q	
5	Attorney for Plaintiffs, Terry Mabry and Michael Mabry	
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8	SUPERIOR COURT OF THE STATE OF CALIFORNIA	
9	FOR THE COUNTY OF ORANGE	
10	CENTRAL JUSTICE CENTER	
11	TERRY MABRY an individual, and	
12	MICHAEL MABRY, an individual,	Case No. Case No. Case No. 30-2009-00309696
13	Plaintiffs,))
14	vs.	DECISION ON THE MERITS AND ORDER THEREON
15		
16	AURORA LOAN SERVICES LLC; ET.AL.	Date: November 18, 2010 Time: 1:30 P.M.
17	and DOES 1 through 100, inclusive,	Dept: CX101
18	Defendants.))
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21	This Matter came on regularly for hearing on November 18, 2010 before this Honorable	
22	Court.	
23	Moses S. Hall appeared on behalf of the Plaintiffs	
24	Justin Balser appeared on behalf of the Defendant Aurora Loan Services LLC.	
25	The Court after reviewing the evidence and hearing oral argument the court by a	
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27	preponderance of the evidence finds and orders as follows:	
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On July 15, 2008, prior to default, the plaintiff telephoned their Lender Defendant Aurora to request information about their loan.

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

The court further finds that the Defendant Aurora did not adequately fulfill the due diligence requirements to benefit from the exceptions to subdivision (a) of Civil Code 2923.5.

"Due diligence" under the statute requires compliance with all of the requirements Civil Code 2923. 5(g), the court finds that the plaintiff's primary telephone number was not disconnected. That the Plaintiffs did not respond to any of Defendant's telephone calls within two weeks. The court further finds that the Defendant Aurora did not then send a certified letter, with return receipt. The court finds that Defendant Aurora poster a prominent link on the homepage of its (Internet Website containing all of the information required under Civil Code Section 2923.5 (g)(5)(A)through (D).

The court finds that the Notice of Default does contain the statutorily required form language that the Lender contacted the Borrower, tried with due diligence to contact the Borrower, etc. However, the declaration on the Notice of Default is not made under penalty of

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perjury, and therefore has no evidentiary value concerning whether the Defendant otherwise satisfied the provisions of Civil Code Section 2923.5.

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

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

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

Dated: 12-17-10

Honorable David C. Velazquez

Judge