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**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF CALIFORNIA**

**BERNADETTE IRIGOYEN, personally
and on behalf of all similarly situated,**

Plaintiff,

v.

**FIRST GUARANTY FINANCIAL
CORPORATION, et al.,**

Defendants.

1:11-CV-1096 AWI MJS

**ORDER ON STIPULATION TO
CONTINUE HEARING AND
CONTINUE TEMPORARY
RESTRAINING ORDER**

(Doc. No. 13)

On July 6, 2011, the Court granted Plaintiff’s request for a temporary restraining order and restrained Defendants from conducting a foreclosure sale of Plaintiff’s residence. See Court’s Docket Doc. No. 11. The Court ordered the defendants to file an opposition by 3:00 p.m. July 12, 2011, to Plaintiff’s motion for a preliminary injunction. See id. The Court ordered Plaintiff to file a reply by 5:00 p.m. July 14, 2011. See id. The show cause hearing on Plaintiff’s motion for preliminary injunction was set for July 18, 2011. See id.

On July 12, 2011, Plaintiff and Defendants Aurora Loan Services, LLC (“Aurora”) and Mortgage Electronic Registration Systems, Inc. (“MERS”) filed a stipulation. See id. at Doc. No. 13. The stipulation provides that hearing would be moved from July 18, 2011, to August 29, 2011; the temporary restraining order would remain in full force until the August 29, 2011, hearing; the time for Aurora to file and serve its opposition would be extended to August 1,

1 2011; and the time for Plaintiff to file and serve her reply would be extended to August 15, 2011.

2 See id. The stipulation was not signed by Defendants First Guaranty Financial Corp. (“FGF”),
3 Westchester Funding (“WF”), or Cal-Western Reconveyance Corp (“CWR”). See id.

4 FGF, WF, and CWR failed to file an opposition on July 12, 2011. Further, FGF, WF, and
5 CWR filed no response to the stipulation filed by Plaintiffs and Aurora and MERS. The Court
6 will construe the failure of FGF, WF, and CWR to file any opposition to Plaintiff’s motion for
7 preliminary injunction, as well as their lack of response to the stipulation, to be a tacit agreement
8 to the terms of the stipulation. So construed, the Court will give effect to the stipulation.

9
10 Accordingly, in light of the July 12, 2011, stipulation, IT IS HEREBY ORDERED that:

- 11 1. The July 18, 2011, show cause hearing is RESET to August 29, 2011, at 1:30 p.m. in
12 Courtroom No. 2 in Fresno, California;
- 13 2. Defendants shall file any opposition to Plaintiff’s motion for preliminary injunction on or
14 by August 1, 2011;
- 15 3. Plaintiff shall file a reply to any opposition on or by August 15, 2011;¹ and
- 16 4. The temporary restraining order issued on July 6, 2011 (Doc. No. 11) shall remain in full
17 force and effect until the August 29, 2011, hearing.

18 IT IS SO ORDERED.

19 Dated: July 14, 2011

20 
21 _____
22 CHIEF UNITED STATES DISTRICT JUDGE
23
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27 _____
28 ¹Consistent with the Court’s July 6, 2011, order, as part of the briefing, both parties shall address the propriety of an injunction based on the alleged violation by Westchester of its fiduciary duties owed to Plaintiff in its capacity as a mortgage broker.