

**SUPREME COURT OF LOUISIANA**

NO. 10-CC-1179

INDYMAC FEDERAL BANK, FSB

V.

JOEL C. GROSHONG

PER CURIAM\*

In response to foreclosure proceedings brought by Indymac Federal Bank, FSB (“Indymac”), Joel C. Groshong filed a petition for preliminary injunction. Mr. Groshong alleged Indymac offered to enter into a forbearance agreement, and he accepted that offer by complying with all of its terms.

In granting the preliminary injunction, the district court found there were unanswered questions regarding whether the parties entered into a forbearance agreement. The court of appeal reversed that judgment, finding Mr. Groshong did not comply with the requirements of the plan, because he did not return the signed agreement by the April 1, 2009 deadline set by Indymac. Mr. Groshong now applies to this court, seeking review of that judgment.

Like the district court, we conclude there are factual questions concerning the forbearance agreement. In particular, we note the April 1, 2009 deadline was contained in a letter which Mr. Groshong claims he did not receive until April 9, 2009. Under these circumstances, we cannot say the district court erred in granting the preliminary injunction to stop the foreclosure, pending a determination as to whether the parties entered into a valid forbearance agreement.

Accordingly, the writ is granted. The judgment of the court of appeal is reversed. The judgment of the district court is reinstated, and the case is remanded

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\* Chief Justice Kimball not participating in this opinion.

to the district court for further proceedings.