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7 Attorneys for Plaintiff  
 8 HOWARD L. ABSELET

9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 HOWARD L. ABSELET, an individual,  
 12 Plaintiff,

Case No.: CV11-00815 JFW (JEMx)  
 Assigned to Hon. John F. Walter

13 vs.

**JUDGMENT**

14  
 15 ALLIANCE LENDING GROUP, INC.,  
 16 a California corporation; SOLYMAN  
 17 YASHOUAFAR, an individual;  
 18 MASSOUD AARON YASHOUAFAR,  
 19 an individual, HAMID JOSEPH  
 20 NOURMAND, an individual, MALIBU  
 21 RECONVEYANCE, LLC, a California  
 22 limited liability company, VAN NUYS  
 23 PLYWOOD, LLC, a California limited  
 24 liability company, SODA PARTNERS,  
 25 LLC, a California limited liability  
 26 company, and DOES 1-10, inclusive

Complaint Filed: 1/27/11  
 Pretrial Conf. Date: 1/27/12, 2/10/12  
 Trial Date: Vacated

Defendants.

27 AND RELATED CROSS-CLAIMS.  
 28

1 Plaintiff Howard L. Abselet (“Abselet”) having filed his operative Second  
2 Amended Complaint against Defendants Hamid Joseph Nourmand (“Nourmand”),  
3 Alliance Lending Group, Inc. (“Alliance”), Solyman Yashouafar (“S-Yashouafar”)  
4 and Massoud Aaron Yashouafar (“M-Yashouafar”), Malibu Reconveyance, LLC  
5 (“Malibu”), Van Nuys Plywood, LLC (“Van Nuys”), and Soda Partners, LLC  
6 (“Soda”), Malibu and Van Nuys having filed Cross-Complaints against one  
7 another, and Malibu having filed a Third Party Complaint against Third Party  
8 Defendant LPS Agency Sales and Posting (“LPS”), IT IS HEREBY ORDERED,  
9 ADJUDGED, AND DECREED that:

10 **Plaintiff’s Claims:**

11 The following of Plaintiff Abselet’s Claims were by stipulation dismissed  
12 without prejudice against Alliance, S-Yashouafar and M-Yashouafar (collectively,  
13 the “Borrower Defendants”):

14 Claim 1: Breach of Contract.

15 Claim 2: Enforcement of Personal Guaranty.

16 Claim 3: Money Had and Received.

17 Claim 4: Money Loaned.

18 Claim 8: Negligent Misrepresentation.

19 The following of Plaintiff Abselet’s Claims were by stipulation dismissed  
20 without prejudice against Malibu:

21 Claim 6: Wrongful Foreclosure.

22 Claim 7: Declaratory Relief.

23 Claim 9: Negligence.

24 The following of Plaintiff Abselet’s Claims were by stipulation dismissed  
25 with prejudice against Nourmand:

26 Claim 5: Fraud.

27 Claim 8: Negligent Misrepresentation.

28 Claim 10: Breach of Fiduciary Duty.

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Claim 11: Professional Negligence.

The following of Plaintiff Abselet’s Claims were adjudicated against Plaintiff Abselet pursuant to Van Nuys’ and Soda’s motions for summary judgment:

Claim 6: Wrongful Foreclosure.

Claim 7: Declaratory Relief.

The following of Plaintiff Abselet’s Claims were dismissed as moot:

Claim 12: Judicial Foreclosure.

Based on the stipulation of Plaintiff Abselet, Nourmand and the Borrower Defendants, Plaintiff Abselet is the prevailing party as against the Borrower Defendants , and the Borrower Defendants shall pay Abselet \$\_\_\_\_\_ as costs and attorneys’ fees.

Plaintiff Abselet shall take nothing else by way of his Second Amended Complaint, however the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement between Abselet, Nourmand, and the Borrower Defendants and the Court shall reopen this action for that purpose.

Nourmand, the Borrower Defendants, and Malibu have waived any rights to appeal this judgment. However, Plaintiff Abselet reserves rights to appeal the judgment as to Van Nuys and Soda.

**Malibu’s and Van Nuys’ Cross-Claims:**

Malibu’s and Van Nuys’ Cross-Claims against one another were by stipulation dismissed without prejudice.

Malibu and Van Nuys shall take nothing by way of their Cross-Complaints against one another.

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**Malibu's Third Party Claims Against LPS:**

Malibu's Third Party Complaint against LPS was by stipulation dismissed without prejudice.

Malibu shall take nothing by way of its Third Party Complaint against LPS.  
**SO ORDERED.**

Dated: April 11, 2012

By:   
JOHN F. WALTER  
UNITED STATES DISTRICT COURT  
JUDGE