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CLOSED

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,

13 vs.

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

26 Defendants.

27 AND RELATED CROSS-CLAIMS.

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

SECOND AMENDED JUDGMENT

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

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 Based on the stipulation between Plaintiff Abselet and the Borrower
12 Defendants for the entry of Judgment upon the Default of the Borrower Defendants
13 of their obligations under the Settlement Agreement previously approved by this
14 Court, and the Court having found the Borrower Defendants have defaulted on
15 those obligations to Plaintiff Abselet, Judgment is hereby awarded in favor of
16 Plaintiff Abselet and against Defendants Alliance Lending Group, Inc., Solyman
17 Yashouafar and Massoud Aaron Yashouafar, jointly and severally, as follows:

18 (1) in the sum of \$5,986,580.20 with interest at the rate set forth below
19 commencing on June 9, 2012, plus attorneys’ fees and costs in the additional sum of
20 \$800,000.00, plus interest on that amount at the rate as set forth below
21 commencing June 27, 2012.

22 (2) Said Defendants are further ordered to pay to Plaintiff Abselet the
23 additional sum of \$4,520.00 as attorneys’ fees for the cost of the Motion to Enforce
24 the Settlement;

25 (3) Interest on all of said sums shall accrue at the rate of 6% (six percent) per
26 annum simple interest until paid in full;

1 (4) The Borrower Defendants having previously waived their right to
2 appeal, Plaintiff Abselet is entitled to immediately commence levy and other
3 enforcement of this Judgment against the Borrowers Defendants.

4 (5) Nothing in this Judgment diminishes Plaintiff's rights, assignments to
5 Plaintiff and security interests conveyed to Plaintiff under the Settlement
6 Agreement.

7 (5) As to the Borrower Defendants, the Settlement and this judgment are
8 subject to specific enforcement by the Court as well as this judgment is enforceable
9 by contempt. The Court continues to retain jurisdiction to enforce the Settlement
10 and this judgment as to the Borrower Defendants.

11 **Malibu's and Van Nuys' Cross-Claims:**

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

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

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


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

19 Malibu shall take nothing by way of its Third Party Complaint against LPS.

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

23 **SO ORDERED.**

24
25 Dated: August 10, 2012

26 
27 _____
28 JOHN F. WALTER
UNITED STATES DISTRICT COURT
JUDGE