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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

ETHAN MARGALITH, an individual,
and LISA MARGALITH, an individual;

Plaintiffs,

v.

JP MORGAN CHASE BANK, N.A.;
MTC FINANCIAL dba TRUSTEE
CORPS; WEST H&A, LLC;
WARRANTED EFFECTUATION OF
SUBSTITUTE TRANSFEREE, INC.
dba W.E.S.T., INC.; MICHAEL C.
JACKSON, an individual; PATRICK
SORIA, an individual, and DOES 1
through 50 inclusive.

Defendants.

Case No. 2:20-cv-03781 RGK (PJWx)

**JUDGMENT OF FORECLOSURE
AND ORDER OF SALE AND
DEFICIENCY JUDGMENT**

The Hon. R. Gary Klausner

JPMORGAN CHASE BANK, N.A.,

Cross-Complainant,

v.

ETHAN MARGALITH, an individual,
and LISA MARGALITH, an individual;
CREST PROMONTORY COMMON
AREA ASSOCIATION, an
unincorporated association;
MOUNTAINGATE OPEN SPACE
MAINTENANCE ASSOCIATION, an
unincorporated association;
EMACIATION CAPITAL, LLC, a
California Limited Liability Company;

1 INTERNAL REVENUE SERVICE, a
2 government entity; MOUNTAINS
3 RECREATIONS AND
4 CONSERVATION AUTHORITY, a
5 government entity; EXPRESS
6 WORKING CAPITAL, LLC, a
7 California Limited Liability Company;
8 ASSURED LENDERS SERVICES,
9 INC.; and ROES 51 through 70,
10 inclusive.

11 Cross-Defendants.

12 On April 6, 2021, the Court granted Cross-Complainant JPMorgan Chase
13 Bank, N.A.’s (“Chase”) Motion for Summary Judgment or in the alternative Motion
14 for Summary Adjudication as to Chase’s claims for judicial foreclosure and
15 deficiency judgment, and dismissed Chase’s claim for breach of contract.

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT**

17 1. Now due and owing to Chase from Cross-Defendant Ethan Margalith
18 are the following sums under the Adjustable Rate Note executed on or about
19 December 22, 2006 (the “Note”), the Deed of Trust recorded on January 3, 2007, in
20 the Los Angeles County Recorder’s Office as Instrument Number 20070010900 (the
21 “DOT”), and the Loan Modification Agreement between Ethan Margalith and Chase
22 effective December 1, 2011 (the “2011 Loan Mod”).

23 a. Principal, interest, escrow and other advances, and other fees and
24 charges in the amount of \$3,876,979.47 up through and including February 26,
25 2021;

26 b. Attorney’s fees as determined by motion;

27 c. Chase’s cost of suit in the amount of \$5,477.74

28 for a total Judgment in the amount of \$3,882,457.21.

These debts and the Judgment amount are liens upon the real property
described below pursuant to the DOT.

1 2. The real property described, or as much of it as may be necessary, shall
2 be sold in the manner prescribed by law by the levying officer of Los Angeles
3 County, California, on proper application for issuance of a Writ of Sale to the
4 levying officer. Any party to this action may be a purchaser at the sale.

5 3. From the proceeds of the sale, the levying officer shall deduct the
6 expenses for the levy and sale and shall then pay Chase the sums adjudged due
7 together with interest at the rate of 10% per annum from the date of this Judgment.

8 4. If any surplus remains after the making of those payments first to
9 Chase, it shall be paid by the levying officer as follows, pursuant to stipulation of
10 the parties:

11 a. Second, to Internal Revenue Service's federal tax liens filed on
12 April 15, 2016;

13 b. Third, to Emaciation Capital, LLC's lien;

14 c. Fourth, to Express Working Capital, LLC's lien;

15 d. Fifth, to Mountaingate Open Space Maintenance Association's
16 lien;

17 e. Sixth, to Internal Revenue Service's federal tax lien filed on
18 October 10, 2019;

19 f. Seventh, to Ethan and Lisa Margalith.

20 5. Cross-Defendant Ethan Margalith is personally liable for payment of
21 the entire sum due under the Note and secured by the DOT, and a deficiency
22 judgment may be ordered against him following proceedings prescribed by law.
23 This Court retains jurisdiction to determine the amount of the deficiency, if any, and
24 to render a money judgment on proper application.

25 6. A deficiency judgment not being waived or prohibited, the property
26 shall be sold subject to the right of redemption as provided for in California Code of
27 Civil Procedure §§ 729.010, et. seq.

28 7. From and after delivery of the deed by the levying officer to the

1 purchaser at the sale, Ethan Margalith, all Cross-Defendants, and all persons
2 claiming under them or having liens subsequent to the DOT on the real property
3 described below (the “Property”), and their personal representatives, are forever
4 barred and foreclosed from all equity or redemption in, and claim to, the Property
5 and every part of it.

6 8. The Property that is the subject of this Judgment is located in Los
7 Angeles County, California, and is commonly known as 12675 Mountain Crest
8 Lane, Los Angeles, California 90049, is legally described as follows:

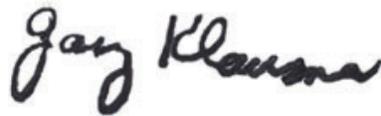
9 LOT 4 OF TRACT 42481, IN THE CITY OF LOS ANGELES, COUNTY
10 OF LOS ANGELES STATE OF CALIFORNIA, AS PER MAP RECORDED
11 IN BOOK 1018 PAGES 72 TO 77 INCLUSIVE OF MAPS, IN THE OFFICE
12 OF THE COUNTY RECORDER OF SAID COUNTY.

13
14 EXCEPT ALL OIL, GAS, MINERALS AND HYDROCARBON
15 SUBSTANCES BELOW THE DEPTH OF 500 FEET FROM THE
16 SURFACE OF SAID LAND WITHOUT THE RIGHT OF SURFACE OF
17 ENTRY THROUGH SAID 500 FEET, AS SET FORTH IN DEED FROM
18 BARCLAY HOLLANDER CORPORATION, A CORPORATION,
19 FORMERLY BARCLAY HOLLANDER CURCI, INC., A
20 CORPORATION, IN DEED RECORDED DECEMBER 28, 1979 AS
21 INSTRUMENT NO. 79-1449082.

22 APN: 4493-030-006

23 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

24
25 DATED: November 17, 2021



26 The Hon. R. Gary Klausner

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