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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

DONALD OKADA
Plaintiff,
v.
MARK WHITEHEAD
Defendant.

Case No. 8:15-CV-01449-JLS (KESX)

FINAL JUDGMENT

1 This action came on for trial on December 5, 2016, in Courtroom 10A of the
2 above-entitled Court, the Honorable Josephine L. Staton, United States District
3 Judge, presiding. Plaintiff and counter-defendant Donald Okada appeared by his
4 attorneys, Randolph Gaw and Victor Meng of Gaw | Poe LLP, and defendant and
5 counter-plaintiff Mark Whitehead appeared by his attorney, James Bryant of The
6 Cochran Firm.

7 Jury's Special Verdict. A jury of eight persons was impaneled and sworn to
8 try the action. After a four-day trial and after deliberations, the jury returned a
9 Special Verdict on December 9, 2016 in favor of Okada and against Whitehead on
10 Okada's claims for: (1) breach of contract; (2) breach of fiduciary duty; (3) fraud;
11 and (4) equitable indemnification, and awarded Okada \$306,406.96 in contract
12 damages, \$9,000 in fraud damages, \$144,000 in punitive damages, and \$57,000 for
13 equitable indemnification. In addition, the jury found in favor of Okada and against
14 Whitehead on Whitehead's counterclaims for: (i) breach of contract and (ii) breach
15 of the implied covenant of good faith and fair dealing. The contents of the jury's
16 Special Verdict, a redacted version of which was filed on December 9, 2016 as
17 Doc. 247, is hereby incorporated by reference as if set forth fully herein.

18 The Court's Findings of Fact and Conclusions of Law. On April 4, 2017, the
19 Court issued Findings of Fact and Conclusions of Law granting Okada's request for
20 judgment on Whitehead's equitable defenses, remaining counterclaims,¹ and
21 request for declaratory relief and authorized the appointment of a receiver. The
22 contents of the Court's Findings of Fact and Conclusions of Law, which was filed
23 on April 4, 2017 as Doc. 270, is hereby incorporated by reference as if set forth
24 fully herein.

25
26 ¹ The Court dismissed with prejudice Whitehead's counterclaim for
27 imposition of a constructive trust in its Order Granting in Part and Denying in Part
28 Plaintiff's Motion for Summary Judgment, which was filed on November 4, 2016
as Doc. 85, and is hereby incorporated by reference as if set forth fully herein.

1 The Court's Order Appointing Receiver. On April 17, 2017, the Court
2 entered the Order Appointing Receiver, which authorized the Receiver to take
3 possession, custody, and control of Rockford Investment, Inc. and all of its assets,
4 including but not limited to the Dominican Republic holding companies known as
5 the SHR SOLAR Companies and the real property in the Dominican Republic
6 known as Lions Gate. The contents of the Court's Order Appointing Receiver,
7 which was filed on April 17, 2017 as Doc. 278, is hereby incorporated by reference
8 as if set forth fully herein.

9 The Court's Order Awarding Okada Attorneys' Fees. On June 12, 2017, the
10 Court entered the Order Granting in Part Plaintiff's Motion for Attorneys' Fees,
11 which awarded Okada \$569,026.25 in attorneys' fees and \$83,013.69 in costs. The
12 contents of the Court's order, which was filed on June 12, 2017 as ECF No 314, is
13 hereby incorporated by reference as if set forth fully herein.

14 Based upon the jury's Special Verdict, the Court's Findings of Fact and
15 Conclusions of Law, the Order Appointing Receiver, and the Order Granting in Part
16 Plaintiff's Motion for Attorneys' Fees, **IT IS HEREBY ORDERED AND**
17 **ADJUDGED**, and the Court **ENTERS JUDGMENT AS FOLLOWS:**

18 1. **Judgment.**

19 a. Judgment is entered in favor of Okada and against Whitehead on
20 Okada's claims for (1) breach of contract, (2) breach of fiduciary duty, (3) fraud,
21 and (4) equitable indemnification;

22 b. Judgment is entered against Okada on Okada's trespass claim
23 because Okada abandoned this claim at trial;

24 c. Judgment is entered in favor of Okada and against Whitehead on all
25 of Whitehead's counterclaims including but not limited to: (i) breach of contract;
26 (ii) breach of the implied covenant of good faith and fair dealing, (iii) unjust
27 enrichment, (iv) imposition of a constructive trust, and (v) request for declaratory
28 relief.

1 d. Whitehead is not the rightful owner of Rockford Investment, Inc.
2 (“Rockford”) and all of its assets, tangible or intangible, wherever located, which
3 include but are not limited to Dominican Republic holding companies known as
4 SHR SOLAR 24, S.r.l., SHR SOLAR 134, S.r.l., SHR SOLAR 135, S.r.l., SHR
5 SOLAR 136, S.r.l., and SHR SOLAR 137 S.r.l., (collectively, the “SHR SOLAR
6 Companies”) and their assets, which include the real property assets located in the
7 Dominican Republic as described in more detail as follows (all collectively known
8 as “Lions Gate”):

- 9 i. Villa No. 24 and the adjacent 4 building lots located in the
10 gated community called Sea Horse Ranch, in the town of
11 Sosua, Province of Puerto Plata, Dominican Republic.
- 12 ii. A building lot that measures an area of 2,619.83 square
13 meters, located within the area of Parcel No. 1-Ref-6-ref
14 Cadastral District No. 2 in Puerto Plata, property is protected
15 through the Certificate of Title No. 119 (Anot. 16), issued in
16 favor of Solar SHR, S.A. on January 27, 2003.
- 17 iii. A building lot that measures a surface area of 2,982.24
18 square meters, located within the area of Parcel No. 1-Ref-6-
19 Reform-D-5, Cadastral District No. 2 at Puerto Plata,
20 Registration No. 1500002331, issued on June 30, 2008, in
21 favor of Solar SHR 134, S.A.
- 22 iv. A piece of land that measures a surface area of 747 square
23 meters located within the area of Parcel No. 1-Ref-6-Reform-
24 D-4, Cadastral District No. 2 in Puerto Plata, Registration
25 No. 1500002330, issued on June 30, 2008 in favor of Solar
26 SHR 134, S.A.
- 27 v. A building lot that measures a surface area of 3,143.62
28 square meters, located within the area of Parcel No. 1-Ref-6-

1 Reform-D-4, Cadastral District No. 2 in Puerto Plata,
2 Registration No. 1500002329, issued on June 30, 2008 in
3 favor of Solar SHR 135, S.A.

4 vi. Parcel 1-Ref-6-Reform-D-3 of Cadastral District No. 2 in
5 Puerto Plata, which has a surface area of 3,940.79 square
6 meters, covered by Certificate of Title No. 48, issued on June
7 19, 1999 in favor of Solar SHR 136, S.A.

8 vii. Plot No. 1-Ref-6-Reform-D-2 of Cadastral District No. 2 in
9 Puerto Plata, which has a surface area of 3,061.01 square
10 meters, covered in the Certificate of Title No. 81, issued on
11 June 19, 1998 in favor of Solar SHR 137, S.A.

12 e. Okada is the owner of a \$950,000 interest (plus simple interest
13 accruing at a rate of 2% per annum from July 31, 2014) in Rockford and its assets,
14 including the SHR SOLAR Companies and Lions Gate, and Whitehead is the
15 owner of the remaining interest, if any.

16 f. Okada is entitled to a forced sale or foreclosure sale of Lions Gate,
17 as ordered in the Court's Order Appointing Receiver, entered and filed on April 17,
18 2017 as Doc. 278, and entitled to receive from the proceeds of that sale an amount
19 equal to his \$950,000 interest (plus simple interest accruing at a rate of 2% per
20 annum from July 31, 2014), all damages awarded to him in this action, and all
21 attorneys' fees and costs awarded to him in this action; and

22 2. **Damages.** Okada shall recover from Whitehead:

23 a. contract damages awarded by the jury in the amount of
24 \$306,406.96;

25 b. fraud damages awarded by the jury in the amount of \$9,000;

26 c. punitive damages awarded by the jury in the amount of \$144,000;

27 and

28

1 d. equitable indemnification awarded by the jury in the amount of
2 \$57,000.

3 3. **Receiver's Power and Duties.** The Receiver shall:

4 a. take possession, custody, and control of Rockford and all its assets,
5 including but not limited to the SHR SOLAR Companies and Lions Gate;

6 b. be solely responsible for management and administration of the
7 ongoing rentals of Lions Gate, and shall take possession, custody, and control of all
8 accounts, books, and records relating to the rental of Lions Gate;

9 c. employ whatever measures he deems reasonable and necessary to
10 effect the private sale of Lions Gate to any third party by July 17, 2017 and, after
11 July 17, 2017, by a public auction to the highest available bidder; and

12 d. disburse funds received from the sale of Lions Gate, Rockford,
13 and/or the SHR SOLAR Companies as ordered in the Court's Order Appointing
14 Receiver, entered and filed on April 17, 2017 as Doc. 278.

15 4. **Injunctions.**

16 a. Okada and Whitehead are ordered to execute and prepare all
17 documents, and to perform all acts, requested of them by the Receiver;

18 b. Whitehead shall immediately transfer all documents and accounts
19 relating to the rentals, management, maintenance, and upkeep of Lions Gate to the
20 Receiver.

21 c. Whitehead, anyone working in concert with him, and any
22 successors shall immediately vacate Lions Gate and shall not make any further
23 attempts to occupy or reside in Lions Gate without the express written consent of
24 Okada;

25 d. Whitehead, anyone working in concert with him, and any
26 successors are enjoined from any attempt to sell or transfer Rockford, the SHR
27 SOLAR Companies, or Lions Gate; and
28

1 5. **Continuing Jurisdiction.** The Court expressly retains jurisdiction
2 over this action and the parties for implementing, modifying, and/or carrying out
3 the terms of this Final Judgment, to entertain any suitable application or motion for
4 additional relief within the jurisdiction of this Court, and to enforce any violation of
5 the terms of this Final Judgment.

6 6. **Interest.** Post-judgment interest shall run on this judgment in
7 accordance with 28 U.S.C. § 1961.

8 7. **Attorneys' Fees and Costs of Suit.** As the prevailing party, Okada
9 shall be awarded \$569,026.25 in attorneys' fees and \$83,013.69 in costs from
10 Whitehead pursuant to the Settlement Agreement and as ordered by the Court.

11
12 **IT IS SO ORDERED, ADJUDICATED and DECREED**

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15 Dated: June 16, 2017



Hon. Josephine L. Staton
United States District Court Judge