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 14 COMPANY LLC

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17 **SOUTHERN DIVISION**

18 TESORO REFINING & MARKETING
 19 COMPANY LLC, a Delaware limited
 20 liability company,

21 Plaintiff,

22 v.

23 S&S FUEL, INC., a California Corporation,
 24 SUKHDEV SINGH, individually and on
 25 behalf of his marital community, L'INC
 26 D'ALINE CORPORATION, a California
 27 corporation, and ZAAL JOHN
 28 HADDADIN, an individual, and DOES 1-
 10, inclusive;

Defendants.

Case No. 8:19-cv-01418-DOC-ADS

MODIFIED FINAL JUDGMENT

Courtroom.: 9D
 Judge: Hon. David O. Carter

1 Plaintiff TESORO REFINING & MARKETING COMPANY LLC
2 (“TRMC”) brought the present action against Defendants S&S FUEL, INC.
3 (“S&S”), SUKHDEV SINGH (“Singh”), L’INC D’ALINE CORPORATION
4 (“L’Inc”), and ZAAL JOHN HADDADIN (“Haddadin”) (collectively,
5 “Defendants”) alleging breach of contract, breach of contract –continuing guaranty,
6 intentional interference with contractual relations, violation of the Lanham Act, and
7 other related causes of action.

8 On March 30, 2020, this Court granted TRMC’s Motion for Partial Summary
9 Judgment as to (1) TRMC’s first cause of action for breach of contract against
10 Defendant S&S, (2) TRMC’s second cause of action for breach of contract –
11 continuing guaranty against Defendant Singh; and (3) TRMC’s third cause of
12 action for intentional interference with contractual relations against Defendants
13 L’Inc and Haddadin.

14 TRMC subsequently filed a stipulation dismissing TRMC’s fourth (federal
15 trademark and service mark infringement under [15 U.S.C. §1114](#)), fifth (violation
16 of business and professions code, §17200, et seq.), sixth (violation of business and
17 professions code, §17500, et seq.), and seventh (declaratory relief) causes of action
18 without prejudice pursuant to Federal Rules of Civil Procedure, Rule
19 41(a)(1)(A)(ii).

20 On April 9, 2020, the Court entered Final Judgment in favor of TRMC and
21 against all Defendants pursuant to [Federal Rule of Civil Procedure 58\(a\)](#) [[Docket](#)
22 [No. 73](#)]. The Court retained jurisdiction for purposes of construction, modification,
23 and enforcement of the Final judgment.

24 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that this
25 Modified Final Judgment shall be entered in favor of Plaintiff TRMC and against
26 all Defendants pursuant to [Federal Rule of Civil Procedure 58\(a\)](#) on each of the
27 following grounds, as set forth in and in accordance with the Order granting
28 TRMC’s Motion for Partial Summary Judgment dated March 30, 2020 [[Docket No.](#)

1 69] and subsequent post-judgment orders [Docket Nos. 83 and 120]:

2 1. Defendant S&S is liable to TRMC for: (1) ONE HUNDRED THIRTY
3 FOUR THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND FORTY
4 ONE CENTS (\$134,217.41) of fuel products, which includes \$123,866.89 in
5 principal amount due with 10% per annum interest thereon calculated from May 30,
6 2019 to March 30, 2020. Post judgment interest will accrue on fuel products at a
7 rate of 10% per annum at the rate of \$33.94 per day; (2) FIVE HUNDRED
8 SEVENTY SEVEN THOUSAND FOUR HUNDRED NINETY ONE DOLLARS
9 AND THIRTY SEVEN CENTS (\$577,491.37) in liquidated damages, which
10 includes the principal amount of \$540,750.00, plus 10% per annum interest accrued
11 from July 26, 2019 to March 30, 2020. Post judgment interest will accrue on
12 liquidated damages at a rate of 10% per annum at the rate of \$148.15 per day; and
13 (3) SEVEN HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED TEN
14 DOLLARS AND NINETY SIX CENTS (\$726,410.96) for repayment of the Area
15 Bonus Payment Reimbursement Agreement loan, which includes a \$675,000 loan
16 amount, plus interest at 10% per annum from June 26, 2019 to March 30, 2020.
17 Post judgment interest will accrue on damages under the Area Bonus Payment
18 Reimbursement Agreement at a rate of 10% per annum at the rate of \$184.93 per
19 day (collectively, "Breach of Contract Damages").

20 2. Defendant Singh is individually liable to TRMC for the Breach of
21 Contract Damages and for TRMC's attorney's fees and costs incurred in the
22 enforcement of the personal guaranty.

23 3. Defendants L'Inc and Haddadin are jointly and severally liable to
24 TRMC for the Breach of Contract Damages resulting from their tortious conduct.

25 4. Defendants S&S and Singh are further liable, jointly and severally, to
26 TRMC for \$105,250.28 in attorney's fees [[Docket No. 83](#)] and \$2,569.28 in costs
27 [[Docket No. 120](#)].

28 IT IS FURTHER ORDERED that this Court retains jurisdiction of this

1 matter for purposes of construction, modification, and enforcement of this Final
2 judgment.

3 This document constitutes a final judgment and separate document for
4 purposes of Federal Rule of Civil Procedure 58(a).

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Dated: October 29, 2020

David O. Carter

Honorable David O. Carter