

1 MILLER NASH GRAHAM & DUNN LLP
 2 Nicole M. McLaughlin, Bar No. 272019
 3 nicole.mclaughlin@millernash.com
 4 Phillip Allan Trajan Perez, Bar No. 234030
 5 trajan.perez@millernash.com
 6 Julianne M. Avery, Bar No. 315578
 7 julianne.avery@millernash.com
 8 340 Golden Shore, Suite 450
 9 Long Beach, California 90802
 10 Telephone: 562.435.8002
 11 Facsimile: 562.435.7967

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7 Attorneys for Plaintiff
 8 TESORO REFINING & MARKETING
 9 COMPANY LLC

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**
 12 **SOUTHERN DIVISION**

13
 14 TESORO REFINING & MARKETING
 15 COMPANY LLC, a Delaware limited
 16 liability company,

16 Plaintiff,

17 v.

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

22 Defendants.

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

FINAL JUDGMENT

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

26
 27 Plaintiff TESORO REFINING & MARKETING COMPANY LLC
 28 (“TRMC”) brought the present action against Defendants S&S FUEL, INC.

1 (“S&S”), SUKHDEV SINGH (“Singh”), L’INC D’ALINE CORPORATION
2 (“L’Inc”), and ZAAL JOHN HADDADIN (“Haddadin”) (collectively,
3 “Defendants”) alleging breach of contract, breach of contract –continuing guaranty,
4 intentional interference with contractual relations, violation of the Lanham Act, and
5 other related causes of action.

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

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

18 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Final
19 Judgment shall be entered in favor of Plaintiff TRMC and against all Defendants
20 pursuant to Federal Rule of Civil Procedure 58(a) on each of the following grounds,
21 as set forth in and in accordance with the Order granting TRMC’s Motion for
22 Partial Summary Judgment dated March 30, 2020 [Docket No. 69]:

23 1. Defendant S&S is liable to TRMC for: (1) ONE HUNDRED THIRTY
24 FOUR THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND FORTY
25 ONE CENTS (\$134,217.41) of fuel products, which includes \$123,866.89 in
26 principal amount due with 10% per annum interest thereon calculated from May 30,
27 2019 to March 30, 2020. Post judgment interest will accrue on fuel products at a
28 rate of 10% per annum at the rate of \$33.94 per day; (2) FIVE HUNDRED

1 SEVENTY SEVEN THOUSAND FOUR HUNDRED NINETY ONE DOLLARS
2 AND THIRTY SEVEN CENTS (\$577,491.37) in liquidated damages, which
3 includes the principal amount of \$540,750.00, plus 10% per annum interest accrued
4 from July 26, 2019 to March 30, 2020. Post judgment interest will accrue on
5 liquidated damages at a rate of 10% per annum at the rate of \$148.15 per day; and
6 (3) SEVEN HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED TEN
7 DOLLARS AND NINETY SIX CENTS (\$726,410.96) for repayment of the Area
8 Bonus Payment Reimbursement Agreement loan, which includes a \$675,000 loan
9 amount, plus interest at 10% per annum from June 26, 2019 to March 30, 2020.
10 Post judgment interest will accrue on damages under the Area Bonus Payment
11 Reimbursement Agreement at a rate of 10% per annum at the rate of \$184.93 per
12 day (collectively, "Breach of Contract Damages").

13 2. Defendant Singh is individually liable to TRMC for the Breach of
14 Contract Damages and for TRMC's attorney's fees and costs incurred in the
15 enforcement of the personal guaranty, in an amount to be determined by proof.

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

18 IT IS FURTHER ORDERED that this Court retains jurisdiction of this
19 matter for purposes of construction, modification, and enforcement of this Final
20 judgment.

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

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25 Dated: April 9, 2020

David O. Carter

Honorable David O. Carter