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

UNITEDHEALTHCARE
INSURANCE COMPANY,

Plaintiff,

v.

SAHARA PALM PLAZA, LLC, a
California Limited Liability Company;
SAHARA PALM PLAZA, LLC, a
Nevada Limited Liability Company;
and ALEXANDER JAVAHERI;

Defendants.

Case No.: 8:20-cv-02221-DOC-KES

FINAL JUDGMENT

Trial Date: October 11, 2022
Judge: Hon. David O.
Carter

Action Filed: November 19, 2020

SAHARA PALM PLAZA, LLC, a
California Limited Liability Company;
SAHARA PALM PLAZA, LLC, a
Nevada Limited Liability Company;
and ALEXANDER JAVAHERI,

Third-Party Plaintiffs,

v.

JOUBIN ESHAGHIAN; ESHAGHIAN
INSURANCE & FINANCIAL
SERVICES, INC., a California
corporation; WARNER PACIFIC
INSURANCE SERVICES, INC.;
ROES 1-10, inclusive,

Third-Party Defendants.

1 This Court oversaw a six-day jury trial that began on October 11, 2022. During
2 the trial, each party was represented by their attorneys of record. The trial ended on
3 October 18, 2022 after the Jury returned eight special verdicts (Dkt. 264), which
4 addressed each parties' remaining claims and requests for punitive damages. On
5 October 18, 2022, the jury rendered a verdict in favor of Plaintiff UnitedHealthcare
6 Insurance Company ("Plaintiff" or "United") as follows:

- 7 • On Plaintiff's first claim for fraud against Defendants and Third-Party
8 Plaintiffs Alexander Javaheri, Sahara Palm Plaza, LLC, a California
9 Limited Liability Company ("Sahara CA"), and Sahara Palm Plaza,
10 LLC, a Nevada Limited Liability Company ("Sahara NV")
11 (collectively, "Defendants" or "Third-Party Plaintiffs"), the jury found
12 that Defendants Alexander Javaheri and Sahara CA were liable for
13 fraud and ruled in Plaintiff's favor accordingly;
- 14 • On Plaintiff's second claim for negligent misrepresentation against
15 Defendants, the jury found that Defendants Alexander Javaheri and
16 Sahara CA were liable for negligent misrepresentation and ruled in
17 Plaintiff's favor accordingly;
- 18 • On Plaintiff's third claim for unjust enrichment against Defendants,
19 the jury found that Defendants Alexander Javaheri and Sahara CA
20 were liable for negligent misrepresentation and ruled in Plaintiff's
21 favor accordingly;
- 22 • On Plaintiff's fourth claim for breach of contract, the jury found that
23 Defendants Alexander Javaheri and Sahara CA were liable for breach
24 of contract and ruled in Plaintiff's favor accordingly;
- 25 • The jury awarded damages to Plaintiff in the amount of \$2,412,177.36
26 on United's fraud claim. The jury did not award any additional
27 damages for United's negligent misrepresentation, unjust enrichment,
28 and breach of contract claim;

- On Plaintiff’s request for punitive damages, the jury found, by clear and convincing evidence, that Defendant Alexander Javaheri engaged in conduct with fraud, that Defendant Alexander Javaheri was an officer, director, and/or managing agent of Sahara CA and Sahara NV at the time of the conduct constituting fraud, that an officer, a director, and/or a managing agent of Sahara CA and Sahara NV authorized the conduct constituting fraud, and that Sahara CA knew of Defendant Alexander Javaheri’s conduct constituting fraud and adopted or approved that conduct after it occurred; and
- Having approved punitive damages as appropriate, the Jury awarded punitive damages against Defendants in the amount of \$0 in favor of Plaintiff.

On October 18, 2022, the jury also rendered a verdict in favor of Third-Party Defendants Joubin Eshaghian and Eshaghian Insurance & Financial Services, Inc. (“Third-Party Defendants”) and against Third-Party Plaintiffs Alexander Javaheri, Sahara CA, and Sahara NV as follows:

- On Third-Party Plaintiffs’ first claim for professional negligence against Third-Party Defendants, the jury found in favor of Third-Party Defendants;
- On Third-Party Plaintiffs’ second claim for equitable indemnity, the jury found in favor of Third-Party Defendants; and
- Based on these findings, the jury found that Third-Party Plaintiffs were not entitled to any damages from Third-Party Defendants.

Therefore, pursuant to the jury’s verdict rendered on October 18, 2022, and pursuant to Federal Rules of Civil Procedure 54(b) and 58(b), the Court finds that there is no just reason for delay of entry of final judgment. Any objections which were submitted, timely or otherwise, have been considered and are overruled.


1 It is hereby **ORDERED AND ADJUDGED** that judgment is entered in favor of
2 Plaintiff against Defendants and Third-Party Plaintiffs Alexander Javaheri and Sahara
3 CA, and in favor of Third-Party Defendants against Defendants and Third-Party
4 Plaintiffs Alexander Javaheri, Sahara CA, and Sahara NV.

5 **IT IS ORDERED AND ADJUDGED** that Plaintiff shall recover their
6 respective costs of suit incurred herein from Defendants and Third-Party Plaintiffs
7 Alexander Javaheri and Sahara CA.

8 **IT IS FURTHER ORDERED AND ADJUDGED** that Third-Party Defendants
9 shall recover their respective costs of suit incurred herein from Defendants and Third-
10 Party Plaintiffs Alexander Javaheri, Sahara CA, and Sahara NV.

11 **IT IS SO ORDERED.**

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14 Dated: February 27, 2023

15 By: 
16 Honorable David O. Carter
17 United States District Judge
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