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HSBC BANK USA, National Association, as Indenture
7 Trustee for the benefit of the Noteholders and the
Certificateholders of Business Loan Express Business
8 Loan Trust 2005-A

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10 **UNITED STATES DISTRICT COURT**
11 **EASTERN DISTRICT OF CALIFORNIA**

12 HSBC BANK USA, National Association, as
13 Indenture Trustee for the benefit of the
Noteholders and the Certificateholders of
14 Business Loan Express Business Loan Trust
2005-A,

15 Plaintiff,

16 v.

17 DARA PETROLEUM, INC. dba WATT
18 AVENUE EXXON, a California corporation;
SARBJIT S. KANG, an individual; NARGES
19 EGHTESSADI, an individual; U.S. SMALL
BUSINESS ADMINISTRATION, a United
20 States government agency; and DOES 1
through 20, inclusive,

21 Defendants.
22

Case No. 2:09-CV-02356-WBS-EFB

**AMENDED JUDGMENT OF
FORECLOSURE AND ORDER OF
SALE**

23 Pursuant to the (1) *Stipulation for Judgment of Foreclosure and Order of Sale* entered into by and between
24 HSBC BANK USA, National Association, as Indenture Trustee for the benefit of the Noteholders and the
25 Certificateholders of Business Loan Express Business Loan Trust 2005-A (“Plaintiff” or “HSBC”) and defendants
26 Dara Petroleum, Inc. dba Watt Avenue Exxon (“Dara”), Sarbjit S. Kang (“Kang”), and Narges Eghtesadi
27 (“Eghtesadi”, and together with Dara and Kang, the “Defendants”); and (2) *Settlement Agreement Between Cross-*

28 16485204

1 *Plaintiff United States and Cross-Defendants Dara Petroleum, Inc. and Narges Eghtesadi* entered into by and
2 between cross-plaintiff the United States of America (the "United States") and cross-defendants Dara and Eghtesadi,

3 **IT IS ORDERED** that:

4 1. HSBC shall have judgment against the Defendants, jointly and severally, as herein provided.

5 2. Defendants, and each of them, jointly and severally, are indebted to HSBC in the following sums:

6 a. Principal, accrued interest, default interest, late fees, attorneys' fees and costs and other
7 chargeable expenses incurred as of January 10, 2012, in the total amount of \$985,776.75 ("Total Debt"),
8 inclusive of \$6,271.37 in late fees and \$4,304.26 in increased default interest ("Accrued Third-Tier Debt");

9 b. Interest accruing from and after January 10, 2012, at the daily rate of \$263.64, inclusive of
10 \$107.61 in increased default interest (together with the Accrued Third-Tier Debt, the "Third-Tier Debt"),
11 through the date of entry of this Judgment;

12 c. Actual costs of foreclosure and sale hereunder; and

13 d. Interest on the amounts set forth in subparagraphs (a) through (c) above at the rate of ten
14 percent (10%) per annum from the date of entry of the judgment.

15 3. The real and personal property hereinafter described may be sold in the manner prescribed by law,
16 and the Order of Sale will issue to the sheriff of the County of Sacramento, United States Marshals or any other
17 person authorized by law or this Court to conduct such sale (the "Foreclosing Agent"), ordering and directing him or
18 her to conduct such sale.

19 4. From the proceeds of the sale, the Foreclosing Agent shall pay to HSBC, after deducting the actual
20 costs and expenses of the sale, the Total Debt and other sums adjudged due less the Third-Tier Debt (and post-
21 judgment interest upon the third-Tier Debt).

22 5. The following property is the subject of this judgment of foreclosure:

23 a. Dara's interest in certain real property commonly known as 3449 El Camino Avenue,
24 Sacramento, California 95821 (the "Property"), together with all buildings and improvements thereon,
25 including the fixtures, attachments, appliances, equipment, machinery and other articles attached thereto and
26 Dara's personal property and other assets associated with the Property (the "Collateral").

27 b. The Property is legally described as follows:
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PARCEL 1:

The South 200 feet of the East 250 feet of Lot 245 of Del Paso Park View Tract No. 2 according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on June 7,1913, in Book 14 of Maps, Map No. 33.

The Subdivision of said Lot 245 being made on the basis that the lot area included one-half of the adjoining roads.

PARCEL 2:

The North 10482 feet of the South 304.82 feet of the East 250 feet of Lot 245 of Del Paso View Tract No- 2, according to the official plat thereof filed in the office of the County Recorder of Sacramento County, California on June 7,1913, in Book 14 of Maps, at page 33.

EXCEPTING THEREFROM that portion thereof lying within that certain parcel described in the "Certification of Compliance-Lawful Parcel" issued by the County Surveyor of Sacramento County, dated September 14, 1988, and recorded September 16, 1988, in Book 880916, page 1001, Official Records, more particularly described as follows:

Beginning at a point on the East line of said Lot 245 and the center line of Waft Avenue, located North 01 degrees 45 minutes 30 seconds West 230.00 feet from the Southeast corner of said Lot 245 said Southeast corner being the intersection of the center lines of Waft Avenue and El Camino Avenue, as shown on said plat, thence from said point of beginning parallel with the South line of Lot 245, South 89 degrees 02 minutes 30 seconds West 250~00 feet; thence parallel with the East line of said Lot 245, North 01 degrees 46 minutes 30 seconds West 74.82 feet; thence parallel with the South line of said Lot 245 North 89 degrees 02 minutes 30 seconds East 250~00 feet to the East line of said Lot 245 arid the center line of said Watt Avenue; thence along said East line South 01 degrees 46 minutes 30 seconds East 74.82 feet to the point of beginning.

The subdivision of said Lot 245 being made on the basis that the lot area included one-half of the adjoining road.

6. If any surplus remains after making the payments specified in paragraph 4, above, the surplus shall be distributed: i) first to the United States Small Business Administration ("SBA") in satisfaction of the Judgment entered in favor of the SBA in this action on January 10, 2011; ii) second to Plaintiff in the amount of the Third-Tier Debt (and post-judgment interest thereon); and iii) third to Dara.

7. The Court shall retain jurisdiction to determine the amount of any deficiency after the sale, in accordance with section 726(b) of the California Code of Civil Procedure, and to enter a deficiency judgment against the Defendants, jointly and severally, which shall reflect the amount so determined.

8. Having sold any and all rights of redemption with respect to the Property and Collateral (or any part of it) to HSBC, Defendants, and each of them, are forever barred from any right of redemption. At the time of the sale, upon HSBC's surrender to the Foreclosing Agent of the rights of redemption purchased by HSBC from Defendants, the Foreclosing Agent may immediately execute a deed of sale to the purchaser, who may then take possession of the Property and Collateral, or the part thereof so purchased, if necessary with the assistance of the

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Foreclosing Agent.

9. Defendants, and all persons claiming from or under them, or any one or more of them, and all persons having liens subsequent to those of HSBC by judgment or decree on the Property and Collateral (or any part of it), and their personal representatives, and all persons having any lien or claim by or under such subsequent judgment or decree, and their heirs or personal representatives, and all persons claiming to have acquired any estate or interest in the Property and Collateral (or any part of it) subsequent to the recording of the notice of pendency of this action with the Sacramento County Recorder, are forever barred and foreclosed from all equity of redemption in and claim to the Property and Collateral, and every part thereof, from and after delivery of the deed of sale by the Foreclosing Agent.

Dated: January 29, 2013



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE

1 **PROOF OF SERVICE**

2 I am employed in the County of Orange, State of California. I am over the age of
3 18 and not a party to the within action; my business address is 600 Anton Boulevard,
4 Suite 1400, Costa Mesa, CA 92626-7689.

5 On **January 25, 2013**, I served, in the manner indicated below, the foregoing
6 document described as **AMENDED JUDGMENT OF FORECLOSURE AND ORDER OF SALE**
7 on the interested parties in this action by placing true copies thereof, enclosed in sealed
8 envelopes, at Costa Mesa, addressed as follows:

9 **Bobbie J Montoya**
10 United States Attorney's Office
11 501 I Street, Suite 10-100
12 Sacramento, CA 95814

Jeffrey S. Kravitz, Esq.
2310 J. Street, Suite A
Sacramento, CA 95816

13 **BY U.S. MAIL:** I caused such envelopes to be deposited in the United States
14 mail at Costa Mesa, California, with postage thereon fully prepaid. I am readily
15 familiar with the firm's practice of collection and processing correspondence for
16 mailing. It is deposited with the United States Postal Service each day and that
17 practice was followed in the ordinary course of business for the service herein
18 attested to (C.C.P. § 1013(a)).

19 **BY ELECTRONIC TRANSMISSION:** The following parties were served
20 electronically by the Court:

21 Bobbie Montoya	bobbie.montoya@usdoj.gov,
22 Janet Bain	janet.bain@usdoj.gov
23 Karen G. Clark	karen.g.clark@usdoj.gov,
24 Monica Lee	monica.lee@usdoj.gov
25 USA CAE	usacae.ecfsaccv@usdoj.gov
26 Jeffrey S. Kravitz	kravitzlaw@aol.com
27 John Phillip Mertens	jmertens@lsl-la.com
28 Leo D. Plotkin	lplotkin@lsl-la.com, hpetrilli@lsl-la.com

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on **January 25, 2013**, at Costa Mesa, California.

/s/ Dana Lewis
DANA LEWIS