

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

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

Defendants.

No. 2:09-cv-2356-WBS-EFB

ORDER, FINDINGS AND CERTIFICATION
RE: CIVIL CONTEMPT

This matter is before the court on plaintiff’s application for issuance of an order directing defendant Sarbhit Kang and non-parties Stars Holding Co. LLC (“Stars”) and Azad Amiri to show cause why they should not be held in civil contempt for violating the court’s May 2, 2014 order.¹ ECF No. 137; *see* ECF No. 119 (order appointing receiver and entering preliminary

¹ This motion was referred to the undersigned by the assigned district judge. ECF No. 150.

1 injunction). Also before the court is attorney Jeffrey Kravitz’s motion to withdraw as counsel for
2 Dara Petrol Petroleum (“Dara”), Sarbjit S. Kang, and Narges Egtesadi. ECF No. 143. A
3 hearing on the motions was held on October 14, 2015. Attorney Eric Pezold appeared on behalf
4 of plaintiff; attorney Jeffrey Kravitz appeared on behalf of defendants. No appearance was made
5 by Stars or Azad Amiri, nor did Kang or Egtesadi personally appear.² For the reasons provided
6 below, the court grants Mr. Kravitz’s motion to withdraw as counsel. Further, this court finds
7 that Stars, Amiri, and Kang are in willful violation of the court’s May 2, 2014 order.

8 Accordingly, they are ordered to appear before the assigned district judge to show cause why they
9 should not be sanctioned for civil contempt.

10 I. Background

11 Plaintiff brought this action in the Sacramento County Superior Court against Dara
12 Petroleum, Inc. (“Dara”), Sarbjit S. Kang, Narges Egtesadi, and the U.S. Small Business
13 Administration for judicial foreclosure and breach of a written guarantee. The action arises out of
14 Dara’s default on a commercial loan made by plaintiff’s predecessor and secured by real property
15 located at 3499 El Camino Avenue, Sacramento, California (“the property”). ECF No. 1. The
16 case was subsequently removed to this court by the United States.³ *Id.* at 2.

17 In January 2011, the parties reached a settlement of the case. ECF Nos. 80, 81. As part of
18 that settlement, Dara agreed that it would deliver to plaintiff proof that all real property taxes for
19 the subject property that were due and payable to the County of Sacramento had been paid as of
20 November 30, 2011. *See* ECF No. 92 at 3. The agreement further provided that plaintiff would
21 hold an executed stipulation for judgment for filing with the court in the event that Dara defaulted
22 under the terms of the settlement agreement. *Id.* Notwithstanding that agreement, Dara failed to
23 pay all property taxes, and plaintiff subsequently filed the stipulation for judgment. ECF No. 82.

24 /////

25 _____
26 ² The United States filed a statement of non-opposition to the application for an order to
show cause and did not appear at the hearing.

27 ³ The United States Small Business Administration has a junior lien on the property. *See*
28 ECF No. 1 at 2.

1 Pursuant to the stipulation, judgment was entered in plaintiff’s favor and against Dara, Eghtesadi,
2 and Kang, jointly and severally, in the amount of \$985,776.75. ECF No. 83. The judgment also
3 included an order that the property could be sold in the manner prescribed by law. *Id.* at 2-3.

4 On January 30, 2013, the court entered an amended judgment against defendants in the
5 amount of \$985,776.75, plus interest and costs. The judgment included an order that the property
6 be sold at a foreclosure sale, and directed that the proceeds of that sale be used to satisfy the
7 judgment. ECF No. 109. Plaintiff subsequently moved to appoint Kevin Singer as a post-
8 judgment Receiver and requested a preliminary injunction in aid of the receivership. ECF No.
9 110. The motion was prescient as it specifically sought to prohibit the defendants from
10 interfering with the Receiver’s ability to sell the property. *Id.* On May 2, 2014, the court granted
11 the motion and appointed Mr. Singer as Receiver to take possession, custody, and control of the
12 property for the purpose of maintaining the property pending the foreclosure sale. ECF No. 119
13 at 8. The order further provided that “Defendants and all other persons acting in concert with
14 them who have actual or constructive knowledge of this Order, shall not . . . interfere in any
15 manner with the discharge of the Receiver’s duties under this Order.” *Id.* at 14. As discussed
16 below, the property remains unsold and defendants and others in concert with defendants have
17 frustrated the Receiver’s ability to complete that process.

18 On March 11, 2015, plaintiff filed the instant application for an order to show cause why
19 defendant Kang and non-parties Stars and Amiri should not be held in contempt for violation of
20 the court’s May 2, 2014 order. ECF No. 137. Plaintiff contends that Kang, Stars, and Amiri have
21 orchestrated or aided three bad faith bankruptcy petitions for the purpose of interfering with the
22 receivership. *Id.* Based on these allegations, plaintiff requested the court to order Kang, Stars,
23 and Amiri to reimburse it the reasonable expenses it incurred in litigating the bad faith bankruptcy
24 actions.

25 II. Application for an Order to Show Cause

26 A. Legal Standard

27 Civil contempt “consists of a party’s disobedience to a specific and definite court order by
28 failure to take all reasonable steps within the party’s power to comply.” *Reno Air Racing Ass’n,*

1 *Inc. v. McCord*, 452 F.3d 1126, 1130 (9th Cir. 2006). “The moving party has the burden of
2 showing by clear and convincing evidence that the condemners violated a specific and definite
3 order of the court.” *FTC v. Affordable Media*, 179 F.3d 1228, 1239 (9th Cir. 1999).

4 To establish that civil contempt is appropriate, plaintiff must demonstrate “(1) that [Kang,
5 Star, and Amiri] violated the court order, (2) beyond substantial compliance, (3) not based on a
6 good faith and reasonable interpretation of the order, (4) by clear and convincing evidence.”
7 *United States v. Bright*, 596 F.3d 683, 694 (9th Cir. 2010). Once plaintiff makes this showing,
8 the burden shifts to Kang, Star, and Amiri to demonstrate that they “took all reasonable steps
9 within [their] power to insure compliance with the” court’s order. *Hook v. Arizona Dept. of*
10 *Corrections*, 107 F.3d 1397, 1403 (9th Cir. 1997).

11 B. Discussion

12 The focus of plaintiff’s motion is Kang, Stars, and Amiri’s alleged violations of the
13 court’s May 2, 2014 order. That order specifically directed that “Defendants and all other persons
14 acting in concert with them who have actual or constructive knowledge of this Order, shall not
15 . . . “[d]irectly or indirectly interfere in any manner with the discharge of the Receiver’s duties . . .
16 [or] [d]o any act which will, or would tend to, materially impair, defeat, divert, prevent or
17 prejudice the preservation of the assets of the Receivership Estate.” ECF No. 119 at 14-15. The
18 evidence submitted by plaintiff indicates that Kang, Stars, and Amiri have acted to interfere with
19 the Receiver’s ability to sell the property.

20 One week after Mr. Singer was appointed, Dara filed a voluntary Chapter 7 petition in the
21 United States Bankruptcy Court for the Eastern District of California. Pl.’s Req. for Judicial
22 Notice Ex. 2 (“RJN”), ECF No. 137-2 at 21-23.⁴ The petition, filed on May 9, 2014, is signed by
23 Sarbjit Kang, and lists Dara’s address as 3449 El Camino Avenue Sacramento, CA. *Id.* at 23.
24 Plaintiff moved to dismiss the case, which was granted on May 20, 2014. *Id.* at 25 (RJN Ex. 3).

25 /////

26
27 ⁴ Plaintiff’s request for judicial notice of the various court documents is granted. *See*
28 *MGIC Indem. Co. v. Weisman*, 803 F.2d 500, 505 (9th Cir. 1986) (judicial notice may be taken of
matters of public record outside the pleadings).

1 On June 9, 2014, Dara filed a Chapter 11 petition in the United States Bankruptcy Court
2 for the Northern District of California. *Id.* at 27-52 (RJN Ex. 4). This petition was also signed by
3 Kang, who is identified as the president of Dara. *Id.* at 29, 31, 52. This petition, however, lists
4 Dara’s address as 55 Oak Court, Suite 100, Danville, CA, and states that Dara’s county of
5 residence is Contra Costa County.⁵ *Id.* at 27. Plaintiff moved to transfer the case to the Eastern
6 District of California or, in the alternative, dismiss the case and impose sanctions.

7 On June 24, 2014, the Northern District Bankruptcy Court transferred the case to the
8 Eastern District, *see* ECF No. 137-2 at 56-58, where the United States Trustee conducted a
9 meeting of creditors. Both Kang and Azari testified at the meeting of creditors. ECF No. 137-1
10 at 22-56. Mr. Amiri identified himself as the treasurer and accountant for Dara. *Id.* at 24. He
11 also acknowledged that Dara does not engage in any business activities and has no employees.
12 *Id.* at 34. Kang identified himself as the president, and stated that he had a 19 percent equity
13 interest in Dara. *Id.* at 24.

14 Plaintiff moved to dismiss the second bankruptcy action on the ground that it was filed in
15 bad faith. The bankruptcy court agreed and on August 26, 2014, it granted that motion, explicitly
16 finding that the action was filed in bad faith. ECF No. 137-2 at 61-66. The order noted that Dara
17 argued in opposition to the motion to dismiss “that the filing of this bankruptcy case ‘is a
18 legitimate response to a receivership order that was improperly entered and Movant’s subsequent
19 bad faith declaration of default under that certain Stipulation for Entry and Satisfaction of
20 Judgment, dated May 6, 2014, by and between Debtor and Movant.’” *Id.* at 65. Rejecting that
21 argument, the bankruptcy court observed that Dara did not appeal the receivership order entered
22 by the district judge in this case and that “the filing of the bankruptcy case is clearly an attempt to
23 circumvent the Receivership Order and forestall Singer’s efforts to sell the Property to satisfy the
24 Judgment, all for the benefit of a non-debtor party, Stars.” *Id.*

25 /////
26 /////
27 _____

28 ⁵ Dara’s address of record with the California Secretary of State is 8994 Greenback Ln.,
Orangevale, California, *see* ECF No. 137-2 at 54 (RJN Ex. 5), which is in Sacramento County.

1 After dismissal of the second bankruptcy petition, the Receiver resumed his duties and
2 made efforts to sell the property. Again he was frustrated. Plaintiff duly filed in this action a
3 notice of sale of for the property, giving notice that the Receiver intended to sell the property on
4 February 26, 2015. ECF No. 136. However, the day before that scheduled sale Dara filed yet
5 another bankruptcy petition in this district. ECF No. 137-2 at 68-74 (RJN Ex. 8) (Petition filed
6 February 25, 2015). That petition was also signed by Kang. *Id.* at 70. The bankruptcy court
7 dismissed that petition on March 3, 2015. *See In re Dara Petroleum, Inc.*, No. 15-21439, ECF
8 No. 24. In doing so, the bankruptcy court incorporated the prior dismissal ruling issued in Dara’s
9 second bankruptcy case. *Id.*, ECF No. 23.

10 The evidence before the court plainly demonstrates that Kang has willfully taken actions
11 that were deliberately calculated to impede the Receiver’s performance of his duties under the
12 order to sell the property. Such gamesmanship was not only in bad faith, Kang has willfully
13 violated this court’s receivership order. Kang personally signed all three bankruptcy petitions on
14 behalf of Dara and did so for the bad faith purpose of circumventing the judgment and order
15 entered in this case. Although counsel specifically argued to the bankruptcy court that the second
16 petition was filed as “a legitimate response to a receivership order that was improperly entered”
17 ECF No. 137-2 at 65, a notice of appeal of the order and injunction was never filed. If Dara and
18 Kang truly believed this court’s receivership order was improperly entered, their recourse was to
19 seek review in the U.S. Court of Appeals for the Ninth Circuit, not to violate the order. But Dara
20 and Kang chose not to appeal and instead filed three meritless bankruptcy petitions for the very
21 purpose of frustrating Mr. Singer’s efforts to foreclose the subject property. The receivership
22 order specifically prohibited such acts. That order was specific and definite, and the parties were
23 required “to take all reasonable steps within their power to comply.” *Reno Air Racing Ass’n, Inc.*,
24 452 F.3d at 1130. Dara (through Kang) and Kang did not comply and, indeed, willfully engaged
25 in acts that violated the order. Accordingly, the court finds by clear and convincing evidence that
26 Kang is in contempt of this court’s May 2, 2014.

27 As for Amiri and Stars, the evidence clearly establishes that these parties acted in concert
28 with Kang in filing the bankruptcy petitions. At the July 21, 2014 bankruptcy proceeding, Kang

1 testified that the information provided in the bankruptcy petition was acquired from Dara's
2 accountant, Mr. Amiri. ECF No. 137-1 at 27 (Ex. A). Mr. Amiri testified that he had reviewed
3 schedules to the petition and that the information in the petition was accurate. *Id.* He further
4 testified that he prepared and filed an operating report with the bankruptcy court. *Id.* at 29. Amiri
5 also testified that Stars is owned by his ex-wife, and that the subject property had been transferred
6 to Stars in January 2012. *Id.* at 31, 34-35. Significantly, Kang testified that Stars paid the filing
7 fee for the second bankruptcy case and hired and paid an attorney to represent Dara in the
8 bankruptcy action. *Id.* at 21, 50-51.

9 This evidence establishes that Amiri and Stars acted in concert with Kang in the filing of
10 the bankruptcy petitions. Furthermore, as found by the bankruptcy court in the second and third
11 bankruptcy actions, this court finds that the petitions were filed for the bad faith purpose of
12 circumventing this court's receivership order and hindering Mr. Singer's ability to carry out his
13 duties. Thus, the record demonstrates that Amiri and Stars were acting willfully and in bad faith
14 when they participated in Dara and Kang's efforts to frustrate the court's order. Accordingly,
15 there is clear and convincing evidence that Amiri and Stars are also in contempt of the court's
16 order. *See Reno Air Racing Ass'n, Inc.*, 452 F.3d at 1130.

17 A sanction for civil contempt is intended to coerce the contemnor to comply with the
18 court's order in the future. *Richmark Corp. v. Timber Falling Consultants*, 959 F.2d 1468, 1481
19 (9th Cir. 1992). The remedies for civil contempt range from incarceration to the imposition of
20 monetary sanctions, with the focus on gaining future compliance with the order being violated.⁶
21 "The choice among the various sanctions rests within the discretion of the district court," *United*
22 *States v. Sumitomo Marine & Fire Ins. Co.*, 617 F.2d 1364, 1369 (9th Cir. 1980), and the Ninth
23 Circuit "defer[s] considerably to the judgment of the district court in fashioning the appropriate
24 sentence because of its proximity to the events out of which contempt springs." *United States v.*
25 *Flores*, 628 F.2d 521, 527 (9th Cir. 1980). However, a "district court should apply the least
26

27 ⁶ Thus, a party incarcerated for civil contempt "carries the keys of his prison in his own
28 pocket because civil contempt is intended to be remedial by coercing the defendant to do what he
had refused to do." *Lasar v. Ford Motor Co.*, 399 F.3d 1101, 1110 (9th Cir. 2005).

1 coercive sanction (e.g., a monetary penalty) reasonably calculated to win compliance with its
2 orders.” *Id.*

3 Here, plaintiff does not seek incarceration. Rather, as a remedial measure plaintiff
4 requests that Kang, Amiri, and Stars be ordered to reimburse plaintiff the reasonable expenses
5 incurred in litigating the three bankruptcy cases, as well as the instant motion for an order to show
6 cause. ECF No. 137 at 15. Such a sanction is reasonably calculated to deter future meritless
7 filings (whether in the bankruptcy court or any other court) that would impede the Receiver from
8 completing the foreclosure sale of the subject property.⁷ It is also a less drastic means of gaining
9 compliance than incarceration. Further, “[a]n award of attorney’s fees for civil contempt is
10 within the discretion of the district court.” *Harcourt Brace Jovanovich Legal & Prof. Pub., Inc.*
11 *v. Multistate Legal Studies, Inc.*, 26 F.3d 948, 953 (9th Cir. 1994); *see also Perry v. O’Donnell*,
12 759 F.2d 702, 704-705 (9th Cir. 1985) (holding that “civil contempt need not be willful to justify
13 a discretionary award of fees and expenses as a remedial measure.”). Thus, the court finds that an
14 award of fees is appropriate here.

15 Attorneys’ fees and cost were necessarily incurred by plaintiff in litigating the three
16 bankruptcy matters and the instant motion. Further, those expenses are a direct result of the
17 contemnors’ violation of the court’s order. However, the court can only award a reasonable fee
18 amount. In determining whether the amount of attorney’s fees is reasonable, the court employs
19 the “lodestar” method. Under this method, “a district court must start by determining how many
20 hours were reasonably expended on the litigation, and then multiply those hours by the prevailing
21 local rate for an attorney of the skill required to perform the litigation.” *Moreno v. City of*
22 *Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008). “In addition to computing a reasonable
23 number of hours, the district court must determine a reasonable hourly rate to use for attorneys
24 and paralegals in computing the lodestar amount.” *Gonzalez v. City of Maywood*, 729 F.3d 1196,
25 1205 (9th Cir. 2013). “The Supreme Court has consistently held that reasonable fees ‘are to be

26 ⁷ The property has still not been sold as ordered. Plaintiff’s counsel represented at oral
27 argument that until the problem of these contemnors filing serial bankruptcy petitions to obstruct
28 scheduled foreclosure sales is cured, the Receiver cannot complete the task assigned him under
the May 2, 2014 order. ECF No. 161 at 10.

1 calculated according to the prevailing market rates in the relevant community.” *Van Skike v.*
2 *Dir. Off. Of Workers’ Comp. Programs*, 557 F.3d 1041, 1046 (9th Cir. 2009).

3 Plaintiff requests that it be reimbursed in the amount of \$84,955.56 in attorneys’ fees and
4 costs. In support of this request, plaintiff submits the declaration of Eric Pezold. ECF No. 137-1.
5 Mr. Pezold states that his regular hourly rate is \$495 and that he spent 82.7 hours providing
6 litigation services for plaintiff. *Id.* ¶ 10. He further states that attorney Brett Ramsaur’s regular
7 hourly rate is \$375, and that he spent 121.8 hours on plaintiff’s case.

8 Although Mr. Pezold states that the attorneys and paralegals enter their billable time into a
9 program contemporaneously with the work they are doing and that “block billing” is not
10 submitted, the declaration does not include the printout of the actual time sheets. Thus, plaintiff
11 does not provide documentation identifying what specific tasks were performed by each attorney.
12 Without that information, the court is unable to determine whether the amount of time expended
13 for those tasks is reasonable. Further, plaintiff does not address whether the hourly rate sought by
14 each attorney is consistent with the prevailing rates in this district. Thus, while the court finds
15 that an award of attorney’s fees and costs is appropriate, the court cannot determine on the current
16 record whether the fees sought are reasonable. Therefore, plaintiff must submit a supplemental
17 brief addressing these factors.

18 As noted, the request for an Order to Show Cause in re contempt was referred to the
19 assigned magistrate judge. Pursuant to 28 U.S.C. § 636(e)(B)(iii), where a party’s conduct
20 “constitutes a civil contempt, the magistrate judge shall forthwith certify the facts to a district
21 judge and may serve or cause to be served, upon any person whose behavior is brought into
22 question under this paragraph, an order requiring such person to appear before a district judge
23 upon a day certain to show cause why that person should not be adjudged in contempt by reason
24 of the facts so certified.” At the hearing, “[t]he district judge shall thereupon hear the evidence as
25 to the act or conduct complained of and, if it is such as to warrant punishment, punish such person
26 in the same manner and to the same extent as for a contempt committed before the district judge.”
27 *Id.* For the reasons stated above, the facts as found herein are certified and Stars Holding Co.

28 ////

1 LLC, Azad Amiri and Sarbjit S. Kang are order to appear before Judge Shubb and show cause
2 why they should not be ordered to pay the contempt sanctions as recommended herein.

3 III. Motion to Withdraw as Counsel

4 Also pending is attorney Jeffrey S. Kravitz's motion to withdraw as counsel for
5 defendants Dara, Kang, and Narges Ehtesadi. ECF No. 143.

6 Local Rule 182(d) provides that "[w]ithdrawal as attorney is governed by the Rules of
7 Professional Conduct of the State Bar of California, and the attorney shall conform to the
8 requirements of those Rules." California Rule of Professional Conduct 3-700(C)(6) allows
9 counsel to seek to withdraw his representation when he "believes in good faith . . . that the
10 tribunal will find the existence of . . . good cause for withdrawal." However, "[a] member shall
11 not withdraw from employment until the member has taken reasonable steps to avoid reasonably
12 foreseeable prejudice to the rights of the client, including giving due notice to the client, allowing
13 time for employment of other counsel, . . . and complying with applicable laws and rules." Cal.
14 Rules of Prof'l Conduct 3-700(A)(2).

15 Mr. Kravitz's declaration demonstrates that he served each defendant with sufficient
16 notice of his intent to withdraw as counsel. ECF No. 143-1 ¶¶ 4-6. Mr. Kravitz also notified
17 defendants of the pending application for issuance of an order to show cause and that defendants
18 were required to appear in court. *Id.* ¶¶ 4-6. He further notified Dara that as a corporation it must
19 obtain new counsel to appear in court, and also recommended to Kang and Ehtesadi that they
20 obtain new counsel. *Id.* ¶ 7. Accordingly, defendants received proper notice of the motion to
21 withdraw and counsel took sufficient steps to avoid any foreseeable prejudice.

22 Furthermore, withdrawal is appropriate in light of the defendants' misconduct in this case.
23 Mr. Kravitz was retained to represent defendants Dara, Kang, and Eghtesadi in this action, which
24 he did. A settlement was ultimately reached. While the defendants have violated the order that
25 resulted from that settlement, Mr. Kravitz had no role in their doing so. He did not represent Dara
26 or Kang in the bankruptcy actions nor did he participate in the bad faith filings that occurred in
27 those actions. *Id.* ¶ 1. Mr. Kravitz declares that he "had no knowledge or involvement in any of
28 the actions" resulting in these contempt proceedings. *Id.* ¶ 2. Rather, the defendants, without Mr.

1 Kravitz's knowledge, directly violated the court's order by filing meritless bankruptcy petitions to
2 frustrate duly-noticed foreclosure sales. Accordingly, withdrawal is appropriate under both
3 California Rule of Professional Conduct 3-700(C)(1)(d) and (B)(1). *See* Cal. Rules of Prof'l
4 Conduct 3-700(C)(1)(d) (withdrawal is permissive when "other conduct renders it unreasonably
5 difficult for the member to carry out the employment effectively.") and 3-700(B)(1) ("The
6 member knows or should know that the client is bringing an action, conducting a defense,
7 asserting a position in litigation, or taking an appeal, without probable cause and for the purpose
8 of harassing or maliciously injuring any person.").

9 For these reasons, attorney Jeffrey S. Kravitz's motion to withdraw should be granted.
10 However, Mr. Kravitz shall promptly notify defendants of this order and shall file a certification
11 with the court that the defendants were so informed.

12 IV. Conclusion

13 For the reasons stated above, it is hereby ORDERED that:

14 1. Attorney Jeffrey Kravitz's motion to withdraw as counsel (ECF No. 143) is granted, as
15 provided herein. Mr. Kravitz shall promptly notify defendants of this order and shall file a
16 certification with the court that the defendants were so informed.

17 2. Stars Holding Co. LLC, Azad Amiri and Sarbjit S. Kang shall appear before Judge
18 Shubb, on June 13, 2016, at 1:30 p.m., in Courtroom No. 5, to show cause why the findings
19 herein that they are in civil contempt should not be adopted and why they should not be ordered
20 to reimburse plaintiff the reasonable attorneys' fees incurred by their violation of the court's May
21 2, 2014 order appointing a receiver and entering a preliminary injunction.

22 3. An award of attorney's fees as a remedial measure is appropriate to compensate the
23 plaintiff for the costs and expenses incurred from Stars, Amiri and Kang's deliberate disregard of
24 the court's order. Plaintiff shall file by May 19, 2016, a supplemental brief and/or supporting
25 documentation including all necessary evidence to support its request for attorney's fees and
26 costs.

27 /////

28 /////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. The failure of Stars Holding Co. LLC, Azad Amiri and Sarbjit S. Kang to comply with this order may result in the imposition of further contempt sanctions.

DATED: May 16, 2016.



EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE