

**FILED**

MAY 08 2018

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
DEPUTY CLERK

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

**TCF INVENTORY FINANCE, INC.**

CASE NO. 2:17-cv-01768-JAM-DB

**Plaintiff,**

**FINAL JUDGMENT**

**v.**

**MARKER OIL COMPANY, INC.**

**and**

**BILLY LEON MARKER, JR.**

**Defendants**

Pursuant to Federal Rule of Civil Procedure 58, the Court hereby enters its final judgment in a separate document. See Order, ECF No. 60.

IT IS HEREBY ORDERED that:

- 1. The Clerk's Non-Final Default Judgment (ECF No. 22) is vacated.
- 2. Judgment is entered in favor of Plaintiff TCF Inventory Finance, Inc.

and against Defendants Marker Oil Company, Inc. and Billy Leon Marker, Jr., jointly and severally, in the amount of \$1,079,110.40.

3. Judgment is entered in favor of Plaintiff TCF Inventory Finance, Inc. and against Defendant Marker Oil Company, Inc. requiring Marker Oil Company, Inc. to deliver possession and awarding possession of all of the following described property to TCF Inventory Finance, Inc.: (i) all inventory, accounts, chattel paper, documents, instruments, promissory notes, equipment, fixtures, contract rights, investment property, other goods, general intangibles and payment intangibles (including without limitation and whether or not included in the foregoing, seller credits, deposit accounts,

1 and certificates of deposit), (ii) any books and records (whether paper,  
 2 electronic, digitized or otherwise) which relate to the collateral, and any  
 3 computers, disks, tapes, media, websites, databases, electronic storage  
 4 devices and other devices upon which, or within which, such records may be  
 5 stored, (iii) all repossessions, returns, replacements, exchanges,  
 6 substitutions, parts, attachments, accessories and accessions to or of the  
 7 foregoing, and (iv) all products and proceeds in any form and wherever  
 8 located derived directly or indirectly from any dealing with any of the  
 9 foregoing including, without limitation, insurance proceeds and any other  
 10 payment representing indemnity or compensation for loss of or damage  
 11 thereto, all whether now or hereafter existing, owned, licensed, leased,  
 12 consigned, acquired or arising, and all proceeds of all the foregoing (the  
 13 "Collateral"), including specifically, the following inventory (the "Subject  
 14 Property"):

Serial Number	Model	Invoice Number
3JBPEAR27GJ002169	0007FGA00	9013910519
3JBPDAR25GJ003307	0006UGA00	9013974315
YDV41356E616	00039GA00	9014362140
YDV02139F616	00033GA00	9014391072
YDV01853E616	00018GA00	9014506729
3JBUKAN27HK000001	0008FHE00	9014610472
3JBKKAP22HJ000367	0006EHA00	9014666054
3JBKBAP22HJ000014	0006HHA00	9014666054
3JBKKAN29HJ000191	0006DHB00	9014666054
3JBPEAR29HJ000229	0007FHA00	9014724724
YDV33206J617	00036HA00	9015010008
3JBLWAU26HJ000580	0004KHA00	9015212462
RFGUB2518HS022379	0003JHA00	9015212462
3JBLWAJ21HJ000300	0005EHA00	9015212462
3JBMWAX27HJ000457	0004FHC00	9015212462
3JBLKAJ21HJ000521	0002PHC00	9015212462
3JBRKAP28HJ000159	0001DHB00	9015212462
3JBVDWA29HK001406	0007SHF00	9015212461
3JBPDAR23HJ000178	0006UHC00	9015212461

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Serial Number	Model	Invoice Number
3JBVGAW26HK000429	0007XHC00	9015212461
3JBLKAJ29HJ000640	0002PHE00	9015272016
3JBKKAP26HJ000842	0006BHC00	9015272017
3JBVDAW23HK001482	0007SHA00	9015272017
3JBKKAN24HJ000602	0006DHB00	9015332565
3JBUKAP28HK000036	0008CHG00	9015494390
3JBKKAP20HJ001016	0006YHA00	9015494390
3JBUGAR29HK001324	0008WHF00	9015598848
3JBVDAW21HK002307	0007SHA00	9015598848
3JBVGAW21HK000791	0007XHC00	9015598848
3JBLGAR26HJ002948	0005AHA00	9015649641
YDV06988J617	00044HA00	9015649639
YDV09408A717	00026HA00	9015649639
3JBKKAP24HJ001780	0006YHA00	9015649640
3JBLGAR28HJ003115	0002WHA00	9015666835
YDV70229B717	00064HB00	9015666834
3JBUGAR25HK002194	0008WHJ00	9015775380
5KTWS1314HF544146	000T5HD00	9015808516
5KTWS1316HF544147	000T5HD00	9015808516
5KTWS1418HF544150	000T5HT00	9015808516
5KTWS1310HF544158	000T7HD00	9015808516
5KTWS141XHF544151	000T5HT00	9015808516
3JBLKAJ28HJ001150	0002PHE00	9015822863
YDV73871C717	00065HA00	9015822862
YDV45570C717	00037HA00	9015822862
3JBUGAN27HK000050	0006WHC00	9015927599
3JBKGAN20HJ001070	0006THC00	9015927599
3JBUGAP22HK000017	0008BHE00	9015927599
3JBLGAT27HJ003373	0002THB00	9016254630
3JBLGAR23HJ005497	0005AHE00	9016254630
3JBLGAR27HJ004983	0005AHA00	9016254630
3JBLGAR20HJ005490	0005AHE00	9016254630
3JBLGAR27HJ004577	0005AHA00	9016254630
3JBVNAW21HK001168	0009NHD00	9016254631
3JBUGAR20HK002586	0008WHF00	9016254631
3JUBAP25HK000012	0008LHE00	9016324767
4X4TSHT24HC003300	CSHT18SSMX	INV2534265
4X4TSHC2XHC003401	CSHT27FQGD	INV2548904
4X4TSMY23HE021227	CSMT231BHXL	INV2573996

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Serial Number	Model	Invoice Number
4X4TSMY27HE021229	CSMT231BHXL	INV2575371
4X4TSHW24HC003454	CSHT21FQMX	INV2566865
4X4TSMC26HC014114	CSMT27TDSS	INV2576040
4X4TSMW25HE021247	CSMT211SSXL	INV2579189
4X4TSMB28HE021331	CSMT261BHXL	INV2589631
4X4TSMC29HE021336	CSMT273QBXL	INV2589625
4X4TSMC20HE021337	CSMT273QBXL	INV2603423
4X4TSHZ20HC003530	CSHT24RQMX	INV2592601
4X4TSMZ20HE021507	CSMT241QBXL	INV2616757
4X4TSHW25HC003625	CSHT21RQMX	INV2619707
4X4TSHA22JC003885	CSHT25FQGMX	INV2653459
4X4TSMV27JE021824	CSMT202RDXL	INV2657459
4X4FSHD25JC003923	CSHF28FWGDX	INV2663408
4X4TSMU23JE021983	CSMT191SSXL	INV2664358
4X4TSM A20JE021976	CSMT254RLXL	INV2664357
4X4TSHD26JC003996	CSHT28KSGDX	INV2664335

4. Any recovery of money from the recovery and sale of the Collateral by TCF Inventory Finance, Inc. net of any expenses incurred shall be credited toward the money judgment.

5. Defendant Marker Oil Company, Inc. and its officers, directors, agents, representatives, and employees, Defendant Billy Leon Marker, Jr., and any others acting on their behalf, are hereby permanently enjoined from doing the following:

- A. Transferring any interest by sale, pledge, or grant of security interest, or otherwise disposing of, transferring, or encumbering the Subject Property;
- B. Concealing, hiding, or otherwise removing the Subject Property;
- C. Impairing the value of any of the Subject Property; and
- D. Removing the Subject Property from the principal place of business of Borrower or otherwise outside of the jurisdiction of this Judicial District; and
- E. Disposing of the proceeds from the transfer of any interest of the

1 Subject Property that may have occurred prior to issuance of this Order.

2 6. Defendant Marker Oil Company, Inc. and its officers, directors,  
3 agents, representatives, and employees, Defendant Billy Leon Marker, Jr.,  
4 and any others acting on their behalf, are required to do the following:

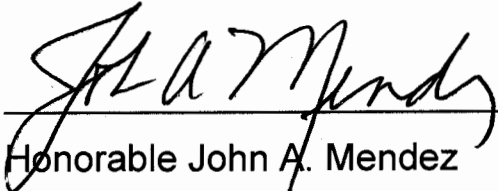
5 A. Return the Subject Property to the principal place of business of  
6 Defendant Marker Oil Company, Inc. at 205 N. Main Street, Alturas,  
7 California 96101 or such other location within the Judicial District agreeable  
8 to the parties for delivery to TCFIF; and

9 B. Maintain the books and records of Defendants Marker Oil  
10 Company, Inc. and provide TCFIF full access to such books and records.

11 Any bond(s) filed or posted by or on behalf of TCF Inventory Finance,  
12 Inc. in connection with the prejudgment injunctive relief and prejudgment  
13 order for possession in this case are hereby released.

14 Plaintiff's claim for attorneys fees and costs have not been included in  
15 this final default judgment and will only be considered by this Court if  
16 properly made in compliance with Local Rules 292 and 293 and the  
17 applicable Federal Rules of Civil Procedure.

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19 Dated: May 8, 2018

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23 Honorable John A. Mendez  
24 United States District Judge  
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