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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)**

SANTA FE POINTE, LP, et al.,
Plaintiffs/Counter-defendants,
v.
GREYSTONE SERVICING
CORPORATION, INC., et al.,
Defendants and Counterclaimant.

Case No. C 07-05454 MMC
AMENDED JUDGMENT
Judge: Hon. Maxine M. Chesney

Pursuant to this Court's Order on Counterclaimant Greystone CDE, LLC's ("Greystone CDE") "Motion for Summary Judgment" (doc. # 112) that Greystone CDE had established Counter-defendant Theotis Oliphant's ("Oliphant") and Santa Fe Pointe, LP ("SFP") liability on Greystone CDE's counterclaims "in the event SFP has failed to repay the sums it borrowed under the Loan Agreement" [Order (doc # 164) at 14:7-9]; the parties' stipulations of June 15 and July 31, 2009 (doc. ## 185, 229); this Court's Judgments (doc. ## 190, 228, 232) entered on June 17, July 29, and August 4, 2009; and this Court's Order on Greystone CDE's "Motion for Attorney's Fees and Costs Pursuant to Stipulation and Judgment" (doc. # 233) that "Greystone CDE . . . is entitled to an award of attorney's fees in the amount of \$1,271,160.00 . . . [and] an award of costs

1 and expenses in the amount of \$60,484.04" [Order (doc. # 239) at 5:25-26, 6: 18-19.],

2 **IT IS HEREBY ORDERED AND ADJUDGED THAT:**

3 Judgment is entered against Plaintiff/Counterdefendant Santa Fe Pointe, LP ("SFP") and
4 Counterdefendant Santa Fe Pointe Management, LLC (a/k/a Santa Fe Management, LLC)
5 ("SFM"), on the one hand, and in favor of Defendant/Counterclaimant Greystone CDE, LLC
6 ("Greystone CDE") and Defendant Greystone Servicing Corporation, Inc. ("Greystone
7 Servicing"), on the other hand, as follows:

8 1. Plaintiffs in this action shall recover nothing from Defendants Greystone CDE and
9 Greystone Servicing;

10 2. Santa Fe Pointe Management, LLC (a/k/a Santa Fe Management, LLC) ("SFM")
11 and Santa Fe Pointe, LP ("SFP"), jointly and severally, owe Greystone CDE, LLC ("Greystone
12 CDE") \$601,290.83 in unpaid principal, interest, and loan-related fees relating to a certain bridge
13 loan, \$1,271,160.00 in attorney's fees, and \$60,484.04 in costs and expenses, for a total judgment
14 of \$1,932,934.87, and Judgment is entered in favor of Greystone CDE, and against SFM and SFP,
15 jointly and severally, for this amount;

16 3. Greystone CDE shall recover from and is awarded the sum of \$1,932,934.87
17 against SFM and SFP, jointly and severally, and is entitled to recover post-judgment interest from
18 SFM and SFP at the maximum statutory rate, *see* 28 U.S.C. § 1961, per annum until this
19 Judgment is satisfied.

20 4. There being no just reason for delay, the foregoing Judgment in favor of Greystone
21 CDE and Greystone Servicing, on the one hand, and against SFM and SFP, on the other hand, is
22 final. *See* Fed. R. Civ. P. 54(b).

23 **IT IS SO ORDERED AND ADJUDGED.**

24
25 Dated: October 23, 2009

By: 

26 HON. MAXINE M. CHESNEY
27 United States District Judge