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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**  
**~~PROPOSED~~ 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, August 4 and October 23, 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

1 award of costs and expenses in the amount of \$60,484.04" [Order (doc. # 239) at 5:25-26, 6: 18-  
2 19.]; and on motion by Greystone CDE, filed October 26, 2009, to which no opposition has been  
3 filed,

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

5 Judgment is entered against Plaintiff/Counterdefendant Theotis F. Oliphant ("Oliphant"),  
6 on the one hand, and in favor of Defendant/Counterclaimant Greystone CDE, LLC ("Greystone  
7 CDE") and Defendant Greystone Servicing Corporation, Inc. ("Greystone Servicing"), on the  
8 other hand, as follows:

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

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

17 3. Greystone CDE shall recover from and is awarded the sum of \$1,932,934.87  
18 against Oliphant, jointly and severally with SFP and SFM, and is entitled to recover post-  
19 judgment interest from Oliphant, SFP, and SFM at the maximum statutory rate, *see* 28 U.S.C.  
20 § 1961, per annum until this Judgment is satisfied.

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

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

25  
26 Dated: November 6, 2009

By: 

HON. MAXINE M. CHESNEY  
United States District Judge