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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
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' – including Rant LLC's – stipulations of June 15 and July 31, 2009 (doc. ## 185, 229); this Court's Judgments (doc. ## 190, 228, 232, 243) entered on June 17, July 29, August 4, October 23 and November 6, 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

1 the amount of \$1,271,160.00 . . . [and] an award of costs and expenses in the amount of
2 \$60,484.04" [Order (doc. # 239) at 5:25-26, 6: 18-19.], and on motion by Greystone CDE, filed
3 November 16, 2009, to which no opposition has been filed,

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

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

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

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

17 3. Greystone CDE shall recover from and is awarded the sum of \$1,932,934.87
18 against Rant, jointly and severally with SFP, SFM and Oliphant, and is entitled to recover post-
19 judgment interest from Rant, Oliphant, SFP, and SFM at the maximum statutory rate, *see* 28
20 U.S.C. § 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 Rant, on the other hand, is final. *See*
23 Fed. R. Civ. P. 54(b).

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

25
26 Dated: November 23, 2009

By: 

HON. MAXINE M. CHESNEY
United States District Judge