

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

3  
4  
5 RAFAEL CACHO VEGA and  
MIGUEL CACHO VEGA,

6 Plaintiffs,

7 v.

8 DOWNEY SAVINGS AND LOAN,  
9 et al.,

10 Defendants.

NO. C07-6304 TEH

ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
DEFAULT JUDGMENT  
AGAINST DEFENDANT  
ABSOLUTE INVESTMENT  
GROUP

11  
12 This matter came before the Court on February 1, 2010, on Plaintiffs' motion for  
13 default judgment against Defendant Absolute Investment Group dba Palacio Mortgage  
14 ("Absolute Investment Group"). No opposition to the motion was filed, and no one appeared  
15 at the hearing to oppose the motion. The Court posed several additional questions to  
16 Plaintiffs at the hearing and, pursuant to Plaintiffs' request, granted them until February 5,  
17 2010, to file a supplemental brief. Plaintiffs filed a timely supplemental brief, which the  
18 Court has carefully considered in conjunction with the record in this case and governing law.

19 With good cause appearing, IT IS HEREBY ORDERED that Plaintiffs' motion for  
20 default judgment against Defendant Absolute Investment Group is GRANTED as follows:

- 21 1. Plaintiff Miguel Cacho Vega is awarded out-of-pocket damages in the sum of  
22 \$114,442.44.
- 23 2. Plaintiff Miguel Cacho Vega is awarded damages for emotional distress in the sum  
24 of \$15,000.00.
- 25 3. Plaintiff Miguel Cacho Vega is awarded punitive damages in the sum of \$7,500.00.
- 26 4. Plaintiff Rafael Cacho Vega is awarded damages for emotional distress in the sum  
27 of \$15,000.00.
- 28 5. Plaintiff Rafael Cacho Vega is awarded punitive damages in the sum of \$7,500.00.


1           6. Defendant Absolute Investment Group is ordered, pursuant to California Business  
2 and Professions Code section 17200, to disgorge and return to Plaintiffs Rafael Cacho Vega  
3 and Miguel Cacho Vega the sum of \$22,385.63, which represents funds Defendant received  
4 as a result of a fraudulent and illegal transaction made contrary to the provisions of  
5 California Civil Code section 1632 et seq. Defendant is also enjoined from negotiating or  
6 originating loans in Spanish, Chinese, Tagalog, Vietnamese, or Korean without providing  
7 written translation of the documents reflecting the terms of the negotiation or origination in  
8 the applicable foreign language as required by California Civil Code section 1632 et seq.

9           7. Plaintiffs are awarded costs of suit in the amount of \$350.00.

10           IT IS FURTHER ORDERED that the Clerk shall enter judgment in accordance with  
11 this order and close the file. As to Defendants Pablo Curiel, with whom Plaintiffs reached a  
12 settlement with payment to occur over the next several months, and Linda Tran, against  
13 whom the case has been stayed pending bankruptcy proceedings, this is an administrative  
14 termination only. As the Court previously explained, such a termination is not “considered a  
15 dismissal or disposition of this action and, should further proceedings in this litigation  
16 become necessary or desirable, any party [will] be able to initiate it in the same manner as if  
17 the termination had not been entered.” Aug. 26, 2009 Order at 2.

18  
19 **IT IS SO ORDERED.**

20  
21 Dated: 02/09/10

  
\_\_\_\_\_  
THELTON E. HENDERSON, JUDGE  
UNITED STATES DISTRICT COURT