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

LIBERTY MUTUAL INSURANCE
COMPANY, a Massachusetts corporation,

Plaintiff,

v.

UPA CALIFORNIA, a California general
partnership, UPA GROUP, INC., a
California corporation, UPCAL
CONSTRUCTION, INC.,
a Utah corporation, UPA RESORT
CONSTRUCTION L.C., a limited liability
company, PRINCIPAL PARTNERS, L.C., a
limited liability company, AMAKO (U.S.),
INC., a corporation, AMAKO RESORT
CONSTRUCTION (U.S.), INC., a
Washington corporation, AMAKO RESORT
CONSTRUCTION (CALIFORNIA), INC.,
a California corporation, AMAKO RESORT
CONSTRUCTION, INC., a corporation, and
AMIR ETEMADI, an individual,

Defendants.

Case No. CV 08-0611 BZ

[PROPOSED] JUDGMENT

Judge: Hon. Bernard Zimmerman
Dept.: G

Trial Date: November 16, 2009

1 UPA GROUP, L.C., a Utah limited
2 company, AMAKO RESORT
3 CONSTRUCTION (U.S.), INC., a
Washington corporation and AMIR
ETEMADI, an individual,

4 Counter-Claimants,

5 v.

6 LIBERTY MUTUAL INSURANCE
7 COMPANY, a Massachusetts corporation,

8 Counter-Defendant.

9
10 **JUDGMENT**

11 Based on the facts and documents stipulated between Plaintiff and Counter-
12 Defendant LIBERTY MUTUAL INSURANCE COMPANY (“Liberty”) on the one hand,
13 and Defendants and Counter-Claimants UPA GROUP, L.C. (“UPA Group”); AMAKO
14 RESORT CONSTRUCTION (U.S.), INC. (“Amako”); and AMIR ETEMADI (“Etemadi”)
15 (collectively, “Defendants”) on the other hand, as set forth in the *Stipulation for Judgment*,
16 executed by each of the parties and filed on August 4, 2009 (Document 93), the Court
17 determines that there is no just reason for delay of entry of final judgment, and good cause
18 appearing therefore, the Court enters judgment as follows:

19 1. Judgment in the amount of Eight Million Seventy Eight Thousand Seven
20 Hundred Sixty Eight Dollars and Sixty Seven Cents (**\$8,078,768.67**) (which amount is
21 inclusive of any and all costs and attorney’s fees) in favor of Liberty and against Etemadi on
22 Liberty’s First Cause of Action (Breach of Contract) and Sixth Cause of Action (Breach of
23 Capital Retention Agreement) asserted in Liberty’s First Amended Complaint (Document
24 19).

25 2. UPA Group and Amako on the one hand, are not joint and severally liable
26 with Etemadi on the other hand, for that portion of the Judgment in the amount of
27 **\$8,078,768.67** (which amount is inclusive of any and all costs and attorney’s fees) in favor
28 of Liberty and against Etemadi on Liberty’s First Cause of Action (Breach of Contract) and

1 Sixth Cause of Action (Breach of Capital Retention Agreement) asserted in Liberty's First
2 Amended Complaint (Document 19).

3 3. Judgment in the amount of Thirty Million Dollars (**\$30,000,000**) (which
4 amount is inclusive of any and all costs and attorney's fees) in favor of Liberty and against
5 UPA Group and Amako, jointly and severally, on Liberty's First Cause of Action (Breach of
6 Contract) and Sixth Cause of Action (Breach of Capital Retention Agreement) asserted in
7 Liberty's First Amended Complaint (Document 19).

8 4. Etemadi on the one hand, is not joint and severally liable with UPA Group
9 and Amako on the other hand, for that portion of the Judgment in the amount of **\$30,000,000**
10 (which amount is inclusive of any and all costs and attorney's fees) in favor of Liberty and
11 against UPA Group and Amako on Liberty's First Cause of Action (Breach of Contract) and
12 Sixth Cause of Action (Breach of Capital Retention Agreement) asserted in Liberty's First
13 Amended Complaint (Document 19).

14 5. Judgment in favor of Liberty and against each of Defendants on all counter-
15 claims asserted in Defendants' First Amended Counter-Claim (Document 49).

16 6. This Judgment disposes of all claims in Liberty's First Amended Complaint
17 (Document 19) and Defendants' First Amended Counter-Claim (Document 49).

18 Accordingly, other than the First Cause of Action (Breach of Contract) and Sixth Cause of
19 Action (Breach of Capital Retention Agreement), all other causes of action asserted in
20 Liberty's First Amended Complaint (Document 19) are dismissed.

21 7. There shall be no claims or motions for attorney's fees or costs related to
22 Liberty's First Amended Complaint (Document 19) or Defendants' First Amended Counter-
23 Claim (Document 49).

24 **JUDGMENT IS SO ENTERED.** All pending dates are VACATED.

25
26 Dated: August 5, 2009

27 
The Hon. Bernard Zimmerman
United States Magistrate Judge

1 **APPROVED AS TO FORM AND CONTENT**

2 Dated: August 4, 2009

3 **Wolkin Curran, LLP**

4 _____
5 James D. Curran
6 Attorneys for
7 Plaintiff and Counter-Defendant
8 Liberty Mutual Insurance Company

9 Dated: August 4, 2009

10 **Wilson & Quint, LLP**

11 _____
12 Gregory F. Wilson
13 Attorneys for
14 Defendants and Counter-Claimants
15 Amir Etemadi
16 UPA Group, L.C.
17 Amako Resort Construction (U.S.), Inc.

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