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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INJAZAT TECHNOLOGY FUND B.S.C.,
Plaintiff,
v.
HAMID NAJAFI,
Defendant.

Case No. 11-cv-04133-PJH

**ORDER DENYING MOTION TO
EXPUNGE JUDGMENT AND LIENS**

Re: Dkt. No. 147

Before the court is a motion seeking expungement of judgment and liens by defendant and judgment debtor Hamid Najafi. The matter is fully briefed and suitable for decision without oral argument. Accordingly, the hearing set for September 8, 2022, is VACATED. Having read the parties' papers and carefully considered their arguments and the relevant legal authority, and good cause appearing, the court hereby rules as follows.

BACKGROUND

This case was initiated by Injazat Technology Fund B.S.C. ("Injazat") to confirm an international arbitration award against Najafi and another business executive. Dkt. 1. The court granted Injazat's petition to confirm the arbitration award and entered final judgment in favor of Injazat against Najafi in the amount of \$3,426,552.45 on May 4, 2012. Dkt. 62, 65. The judgment was ordered to be enforceable against Najafi's real property located at 26645 Altamont Road, Los Altos Hills, California 94022, and 6509 Lakeville Highway, Petaluma, California 94954. Id.

Injazat proceeded to seek enforcement of the judgment through proceedings

1 heard by Magistrate Judge Cousins. See, e.g., Dkt. 137. This action has been dormant
2 since 2013. See Dkt. 144. Najafi now asks the court to expunge the judgment and liens
3 on the basis that they are no longer enforceable—Injazat’s 10-year period in which to
4 enforce the judgment under California law has expired, and no effort was made to renew
5 or extend the judgment.

6 **DISCUSSION**

7 Injazat has not filed an opposition, but Najafi fails to persuade the court that the
8 actions he seeks are warranted or proper. Najafi contends that the judgment lien on his
9 two properties should be extinguished because the period for enforcement has expired
10 and Injazat has not renewed the judgment. Dkt. 147 at 4-5.

11 Pursuant to Federal Rule of Civil Procedure 69(a)(1), procedures “in proceedings
12 supplementary to and in aid of judgment . . . must accord with the procedure of the state
13 where the court is located, but a federal statute governs to the extent it applies.” Fed. R.
14 Civ. P. 69(a)(1); see also In re Levander, 180 F.3d 1114, 1121 (9th Cir. 1999) (noting that
15 Rule 69(a) “permits judgment creditors to use any execution method consistent with the
16 practice and procedure of the state in which the district court sits.”). Since there is no
17 applicable federal statute governing the time period for enforceability of judgments, the
18 court relies on California law. See In re Estate of Ferdinand E. Marcos Human Rights
19 Litig., 536 F.3d 980, 988 (9th Cir. 2008) (courts look “to the law of the registration forum
20 for its statute of limitations on enforcement of judgments.”).

21 The relevant California statute that governs the period of enforceability for
22 judgments provides:

- 23 Except as otherwise provided by statute, upon the expiration of
24 10 years after the date of entry of a money judgment or a
25 judgment for possession or sale of property:
26 (a) The judgment may not be enforced.
27 (b) All enforcement procedures pursuant to the judgment or to
a writ or order issued pursuant to the judgment shall cease.
(c) Any lien created by an enforcement procedure pursuant to
the judgment is extinguished.

28 Cal. Code Civ. Proc. § 683.020; see also Cal. Code Civ. Proc. §§ 683.180 (providing

1 procedures concerning the application for renewals), 697.310 (creation and duration of
2 liens generally). However, “Section 683.020 does not require a court to vacate a
3 judgment after the ten-year period runs. Rather, the statute simply provides that the
4 judgment ‘may not be enforced.’” In re Copeland, No. AP 07-01071-RN, 2016 WL
5 423798, at *3 (B.A.P. 9th Cir. Feb. 3, 2016), aff’d, No. 2:05-BK-11844-ER, 2017 WL
6 2843305 (B.A.P. 9th Cir. July 3, 2017) (citation omitted). The statute does not provide a
7 mechanism to vacate an expired judgment, and courts do not err where they refuse to
8 vacate an expired judgment. Koninklijke Philips Elecs. N.V v. KXD Tech., Inc., No. CV
9 07-6117 AHS, 2020 WL 5092447, at *3 (C.D. Cal. July 10, 2020).

10 Here, Najafi fails to cite authorities that would support the relief requested in the
11 motion. He offers no case, and the court has found none, where a court has expunged or
12 vacated a judgment in the way he proposes. Rather, courts facing similar motions have
13 denied them, noting their lack of authority to extinguish judgment liens at the request of a
14 judgment debtor where no party sought enforcement and based solely on the judgment
15 debtor’s representation that the period for enforcement under section 683.020 had
16 expired. See, e.g., Koninklijke Philips, 2020 WL 5092447, at *3.

17 Further, although Najafi frames his request as a request for the court to find that
18 the judgment liens against his property are extinguished, the practical effect of his
19 request is similar to the one rejected in Koninklijke Philips. Najafi’s reliance on section
20 683.020’s prohibition of enforcement of a judgment after the 10-year period does not alter
21 the analysis because the statute does not create a mechanism for a court to find a
22 judgment lien is extinguished absent an enforcement action. Thus, even if the limitations
23 period of section 683.020 has run, the statute does not authorize the court to declare that
24 the judgment lien is extinguished absent an enforcement action. Therefore, Najafi’s
25 motion must be denied.

26 **CONCLUSION**

27 For the foregoing reasons, the court DENIES Najafi’s motion to expunge judgment
28 and liens.

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IT IS SO ORDERED.

Dated: September 2, 2022

/s/ Phyllis J. Hamilton

PHYLLIS J. HAMILTON
United States District Judge