1 JS - 6 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 CENTRAL DISTRICT OF CALIFORNIA 9 10 11 PAUL NGUYEN, et al., CASE NO. CV09-4589-AHM (AJWx) Plaintiff, ORDER OF DEFAULT JUDGMENT 12 AND OTHER EQUITABLE RELIEF AGAINST CHASE BANK USA, N.A.; 13 v. AND CHASE HOME FINANCE, LLC CHASE BANK USA, N.A., et al., AND. JUDGMENT AGAINST FÍRST 14 AMERICAN LOANSTAR TRUSTEE Defendants. SERVICES, LLC. 15 16 Plaintiffs PAUL NGUYEN (hereinafter "PAUL") and LAURA NGUYEN 17 (hereinafter "LAURA") (hereinafter collectively "NGUYEN"), filed a Complaint 18 and Second Amended Complaint [Docket #96] for rescission and damages, quiet 19 title and unfair business practices. The lien is evidenced by the deed of trust 20 recorded on December 12, 2007, in the Official Records of Orange County, as 21 Document Number 2007000731120, against Plaintiffs' real property commonly 22 known as 16141Quartz Street, Westminster, California 94825 ("the Property"), 23 and more fully described below: 24 LOT 44 TRACT NO. 8977, IN THE CITY OF WESTMINSTER, 25 COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP 26 RECORDED IN BOOK 369, PAGE(S) 46 AND 47 OF 27 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY 28

RECORDER OF SAID COUNTY. Assessor's Parcel No.: 107-903-1 44. 2 Defendants Chase Bank USA, N.A. and Chase Home Finance, LLC (collectively 3 "Chase") failed to submit the required pre-trial documents and failed to comply 4 with certain orders issued by this Court. 5 Therefore, for reasons and findings stated on the record, it is hereby ordered 6 that default judgment is entered against Chase Bank USA, N.A. and Chase Home 7 Finance, LLC on Plaintiff's Second Amended Complaint. Defendant First 8 American Loanstar Trustee Services, LLC failed to file the mandated pretrial 9 documents and did not even appear at the pretrial conference. However, it 10 11 precisely "agree[d] to be bound by whatever non-monetary Order or Judgment this Court issues with regard to the Deed of Trust." Accordingly, Defendant First 12 American Loanstar Trustee Services, LLC shall be and is bound by this Judgment. 13 Therefore, it is ORDERED, ADJUDGED and DECREED as follows: 14 JUDGMENT 15 This Court has jurisdiction over the subject matter of this case and 1. 16 over the Defendants. 17 Venue as to the Defendants in the Central District of California is 2. 18 19 proper. Default judgment is hereby entered against Chase Bank USA, N.A. 3. 20 and Chase Home Finance, LLC and in favor of Plaintiffs Paul 21 Nguyen and Laura Nguyen on all claims in Plaintiffs' Second 22 Amended Complaint. 23 IT IS THEREFORE ORDERED that the Deed of Trust recorded with 4. 24 Orange County Recorder as instrument No. 2007000731120 on 25

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12/12/2007 is wholly voided as to plaintiff Laura Nguyen.

IT IS FURTHER ORDERED that Defendant First American

1		Loanstar Trustee Services record a DEED OF RECONVEYANCE to
2		reconvey unto Plaintiffs thereto all right, title and interest which was
3		heretofore acquired by First American Loanstar Trustee Services
4		under deed of trust recorded with Orange County Recorder as
5		instrument No. 2007000731120 on 12/12/2007.
6	6.	IT IS FURTHER ORDERED that all adverse claims against property
7		known as 16141 Quartz Street, Westminster, CA 92683 are quieted.
8		The legal description of said property is:
9		LOT 44 TRACT NO. 8977, IN THE CITY OF
10		WESTMINSTER, COUNTY OF ORANGE, STATE OF
11		CALIFORNIA, AS PER MAP RECORDED IN BOOK
12		369, PAGE(S) 46 AND 47 OF MISCELLANEOUS
13		MAPS, IN THE OFFICE OF THE COUNTY
14		RECORDER OF SAID COUNTY. Assessor's Parcel
15		No.: 107-903-44.
16	7.	IT IS FURTHER ORDERED that the Promissory Note dated
17		12/12/2007 executed by Plaintiff Paul Nguyen in favor of Chase
18		Bank USA, N.A. rescinded pursuant to 15 U.S.C. §1635(i).
19	8.	IT IS FURTHER ORDERED that pursuant to 15 U.S.C. §1635(b),
20		Plaintiffs had made offer to tender the loan evidenced by promissory
21		note dated 12/12/2007 and Defendant Chase Bank USA, N.A. did no
22		take possession within 20 days after tender by the Plaintiffs.
23		Therefore, ownership of the loan proceed is vested in the Plaintiffs
24		without obligation on their part to pay for it.
25	9.	IT IS FURTHER ORDERED that Defendant Chase Bank USA, N.A.
26		within 20 days after entry of judgment shall return to the Plaintiffs
27		any money or property given as earnest money, down payment, or
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otherwise pursuant to 15 U.S.C. §1635(b). 10. IT IS FURTHER ORDERED that Plaintiffs are awarded their costs of suit, to be paid by Defendants Chase Bank USA, N.A. and Chase Home Finance, LLC, in an amount to be determined by the Clerk of the Court. DATED: September 15, 2010 The Honorable A. Howard Matz **JS-6** United States District Judge