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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PAUL NGUYEN, et al.,)	CASE NO. CV09-4589-AHM (AJWx)
Plaintiff,)	ORDER OF DEFAULT JUDGMENT
v.)	AND OTHER EQUITABLE RELIEF
CHASE BANK USA, N.A., et al.,)	AGAINST CHASE BANK USA, N.A.;
Defendants.)	AND CHASE HOME FINANCE, LLC
)	AND, JUDGMENT AGAINST FIRST
)	AMERICAN LOANSTAR TRUSTEE
)	SERVICES, LLC.

Plaintiffs PAUL NGUYEN (hereinafter “PAUL”) and LAURA NGUYEN (hereinafter “LAURA”) (hereinafter collectively “NGUYEN”), filed a Complaint and Second Amended Complaint [Docket #96] for rescission and damages, quiet title and unfair business practices. The lien is evidenced by the deed of trust recorded on December 12, 2007, in the Official Records of Orange County, as Document Number 2007000731120, against Plaintiffs’ real property commonly known as 16141Quartz Street, Westminster, California 94825 (“the Property”), and more fully described below:

LOT 44 TRACT NO. 8977, IN THE CITY OF WESTMINSTER,
COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 369, PAGE(S) 46 AND 47 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY

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Loanstar Trustee Services record a DEED OF RECONVEYANCE to reconvey unto Plaintiffs thereto all right, title and interest which was heretofore acquired by First American Loanstar Trustee Services under deed of trust recorded with Orange County Recorder as instrument No. 2007000731120 on 12/12/2007.

6. IT IS FURTHER ORDERED that all adverse claims against property known as 16141 Quartz Street, Westminster, CA 92683 are quieted. The legal description of said property is:

LOT 44 TRACT NO. 8977, IN THE CITY OF WESTMINSTER, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 369, PAGE(S) 46 AND 47 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. Assessor's Parcel No.: 107-903-44.

7. IT IS FURTHER ORDERED that the Promissory Note dated 12/12/2007 executed by Plaintiff Paul Nguyen in favor of Chase Bank USA, N.A. rescinded pursuant to 15 U.S.C. §1635(i).

8. IT IS FURTHER ORDERED that pursuant to 15 U.S.C. §1635(b), Plaintiffs had made offer to tender the loan evidenced by promissory note dated 12/12/2007 and Defendant Chase Bank USA, N.A. did not take possession within 20 days after tender by the Plaintiffs. Therefore, ownership of the loan proceed is vested in the Plaintiffs without obligation on their part to pay for it.

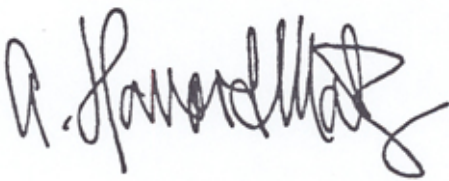
9. IT IS FURTHER ORDERED that Defendant Chase Bank USA, N.A. within 20 days after entry of judgment shall return to the Plaintiffs any money or property given as earnest money, down payment, or

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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
United States District Judge

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