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**FILED**  
San Francisco County Superior Court

APR 21 2008

**GORDON PARK-LI, Clerk**  
BY  Clerk

8 SUPERIOR COURT OF CALIFORNIA  
9 CITY AND COUNTY OF SAN FRANCISCO  
10 UNLIMITED CIVIL JURISDICTION

11 CITY AND COUNTY OF SAN  
12 FRANCISCO, a Municipal Corporation, and  
PEOPLE OF THE STATE OF  
13 CALIFORNIA, by and through DENNIS J.  
14 HERRERA, City Attorney for the CITY  
AND COUNTY OF SAN FRANCISCO,

15 Plaintiffs,

16 vs.

17 VICTORIA ESMAS, ATLAS AMBROSIO  
18 and DOE TWO through FIFTY, inclusive,

19 Defendants.  
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Case No. 411-851

**AMENDED ORDER AUTHORIZING  
SALE OF REAL PROPERTY AND  
ORDER PROVIDING FOR EJECTION  
OF YOSHAEL CLEMENT AND  
OTHER PARTIES**

21 The motion of E. Lynn Schoenmann, Receiver, to Sell Real Property located at 1342 Funston  
22 Avenue, San Francisco, California (the "Funston Property"), having come on for hearing before the  
23 Honorable Robert L. Dondero, San Francisco County Superior Court Judge, on April 17, 2008; and  
24 Dennis Davis, Esq. appearing for and on behalf of Lynn Schoenmann, David J. Cook, Esq. and Sarah  
25 Tesconi, Esq. appearing for and on behalf of the City and County of San Francisco, and Leonor  
26 Noguez, Deputy City Attorney, for and on behalf of the City and County of San Francisco, and  
27 Joseph Bravo, Esq. appearing for and on behalf of Yoshabel Clements,  
28

LAW OFFICES  
GOLDBERG, STINNETT, DAVIS & LINCHY  
A PROFESSIONAL CORPORATION  
44 MONTGOMERY STREET, SUITE 2900  
SAN FRANCISCO, CALIFORNIA 94104

1 The Court having reviewed all of the papers filed in support of and in opposition to said  
2 motion and the statements made on the record which includes, but is not limited to, all claims by  
3 Yoshabel Clements that she is entitled to possession of that certain property commonly known as  
4 1342 Funston Street, San Francisco, California 94122 and hereinafter "Property;" that Yoshabel  
5 Clements has submitted various declarations, and other factual matters, in support or her claim of  
6 possession and that her counsel has made various claims on her behalf in claiming both title and  
7 right of possession; and April 17, 2008 is the date and time set for the hearing on the right of  
8 possession by Yoshabel Clements and that all papers have been duly served and Ms. Clements has in  
9 fact retained counsel; and the court furthermore finding that this court has kept and retained  
10 continuing jurisdiction over the property and that Ms Clements has appeared through Counsel by and  
11 through many hearings, which include the hearing of August 30, 2007, the trial including the  
12 adjudication of October 31, 2007 and hearing thereafter; and that this court has considered all  
13 evidence as submitted by Ms. Clements and all argument of counsel, and

14 The Court having entered its Order Granting Motion For Appointment of Receiver on October  
15 31, 2007, pursuant to which E. Lynn Schoenmann was appointed as Receiver of the Funston  
16 Property, was ordered to sell the Funston Property and to pay all liens out of the sale proceeds;

17 The Court having made its findings of fact and conclusions of law on the record;

18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

19 1. The Receiver is authorized to sell the Funston Property, which real property  
20 description is attached hereto as Exhibit "A", to John Di Domenico, or his assignee, for the total  
21 purchase price of \$940,000.00, all cash and subject to the terms and conditions of the Deposit Receipt  
22 and Contract.

23 2. The Receiver is authorized to pay from the sale proceeds at the close of escrow a  
24 broker's commission in the amount of \$47,000.00, one half to Mark Benson/Property Management  
25 Systems, the Receiver's real estate broker, and one half to Pacific Union, buyer's real estate broker  
26 which payment shall be irrevocable; all ordinary and normal closing costs which the parties may  
27 agree, any and all outstanding real property taxes, assessments, penalties and interest thereof, and all  
28 other charges ordinarily borne by a seller of real property in the City and County of San Francisco.

1           3.       From the sale proceeds at the close of escrow, the Receiver is authorized to pay the  
2 First Deed of Trust of World Savings & Loan Association in full based on the outstanding balance  
3 thereof, and the ordinary and necessary charges which World Savings and Loan Association (now  
4 known as Wachovia Bank) may assess as a result of the defaulted status of the loan. To the extent  
5 that the charges appear inconsistent with the terms of the underlying note obligation, or outside  
6 ordinary and reasonable practices, this court retains jurisdiction on an ex parte notice to resolve any  
7 difference, dispute and claims by and among the parties in determining the proper amount due World  
8 Savings and Loan Association.

9           4.       From the sale proceeds at the close of escrow, the Receiver is authorized to pay the  
10 remaining balance amounts due to the City and County of San Francisco ("City"), a municipal  
11 corporation, pursuant to its Abstracts of Judgment recorded on March 26, 2001, and January 24,  
12 2005, except that the amount of \$70,000, shall be payable to the Receiver to be held as a reserve for  
13 administrative expenses, the unused balance to be payable to the City after the Receiver's Final  
14 Account is approved and all approved fees and expenses disbursed. Upon receipt of the remaining  
15 balance, the City and County of San Francisco shall execute and deliver a partial satisfaction of  
16 judgment only based on the net proceed thereof.

17           5.       The Receiver shall disregard, decline and refuse payment, either in part or in whole  
18 the following liens, conveyances, interest, grand deeds, deeds of trust, mortgages or other liens and  
19 interests as set forth below on the basis that that their interests have been adjudicated as null and void,  
20 and that the court has previously adjudicated them to have no interest in the property, and that they  
21 are not entitled to payment:

22           A. GRANT DEED: VICTORIA ESMAS to ATLAS A. AMBROSIO dated 7/8/02 and  
23 recorded 7/10/02 as DOC 2002-H199934-0;

24           B. GRANT DEED from ATLAS A. AMBROSIO to Skyhawk World Inc. dated 2/20/04 and  
25 recorded on the same date as Instrument No. 2004-H-661256-00;

26           C. GRANT DEED between Skyhawk World Inc. to Marlon Union Corporation dated 5/10/04  
27 and recorded on the same date, 2004-H-715172;

28           D. GRANT DEED between Marlon Union Corporation to Yoshabel Clements dated 1/31/05

1 recorded 2/15/05, DOC 2005-H-903491;

2 E. DEED OF TRUST WITH ASSIGNMENT OF RENTS executed by Yoshabel Clements in  
3 favor of FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein  
4 called TRUSTEE, and Falco Borealis Corporation, a Corporation in good standing in California,  
5 dated 6/27/05 and recorded as DOC 2005-H979932-00;

6 F. DEED OF TRUST WITH ASSIGNMENT OF RENTS dated 1/31/06 recorded on 3/3/06  
7 executed by Yoshabel Clements in favor Alliance Title Company, a California Corporation, herein  
8 called TRUSTEE, and Angelo Macapinlac, an unmarried man herein called BENEFICIARY as DOC  
9 2006-I138826-00;

10 6. The Receiver is authorized to pay all refuse collection charges, abatement charges,  
11 delinquent water payment liens and real property taxes, San Francisco County taxes and  
12 supplemental taxes, closing costs and all related escrow fees upon the close of escrow consistent with  
13 normal real estate practices.

14 7. The Receiver shall hold all sale proceeds, if any, in excess of those paid out at escrow  
15 pending further order of this Court in which this court shall keep and retain continuing jurisdiction  
16 herein;

17 8. John Di Domenico is found to be purchasing the Real Property in good faith and is a  
18 bona fide third party purchaser and the court is satisfied that under the circumstances that the  
19 Receiver has exercised sufficient due diligence in the marketing the property, any attempts (if any) of  
20 remedial work; maximizing the return to the estate, and otherwise handling the property consistent  
21 with the terms and conditions of the Order Appointing the Receiver, date October 31, 2007.

22 9. The Receiver is hereby authorized to execute any and all documents, and take any and  
23 all actions necessary to complete the sale approved by this Court, including, but not limited to,  
24 execution of any instrument, deed, or other paper required by the recorder or title company, opening  
25 any bank account in the name of the receiver; opening and closing an escrow, and paying all charges,  
26 fees and expenses necessary to close the escrow.

27 10. After reading and reviewing the declarations of the parties, and finding that Mr.  
28 Clements has no right, title or interest in and to the Property; and furthermore finding that Ms.

1 Clements does not claim any interest as a tenant as defined under the San Francisco Rent Control  
2 laws; that the court has already adjudicated that Ms. Clements is not entitled to a claim of exemption  
3 or homestead either in part or in whole; that the continued possession by Yoshabel Clements and her  
4 three children constitutes an obstruction to the orderly disposition of the real property; that Ms.  
5 Clements has failed and refused and continued to fail and refuse to vacate the property; that this court  
6 has jurisdiction by which to enter an order of ouster as a summary proceeding on the grounds that  
7 Ms. Clements has subjected herself to the jurisdiction of this court by repeated appearance and  
8 submission to this court of factual and legal claims, that this court retains the continuing jurisdiction  
9 over the real property; and furthermore finding that Ms Clements has no legal rights to remain in  
10 possession and that her continued possession obstructs the Receiver in providing for the sale of the  
11 property, and the court further finding that the Ms. Clements received adequate notice of the  
12 pendency of this hearing in which the subject matter would whether this court would enter an order  
13 ousting her from possession, and that the court has already considered her entitlement to possession  
14 herein, and for good cause appearing, the court therefore rules as follows:

15 11. The Court orders that Yoshabel Clements and her three minor children immediately  
16 vacate the property commonly known as 1342 Funston Street, San Francisco, California 94122.

17 12. The Court orders the Sheriff in and for the City and County of San Francisco,  
18 immediately and forthwith to eject Yoshabel Clements, her three minor children and all other  
19 occupants of the real property commonly known as 1342 Funston Street, San Francisco, California  
20 94122

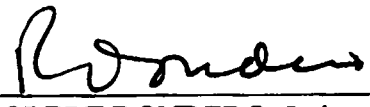
21 13. The Sheriff in and for the City and County of San Francisco shall, upon receipt of any  
22 fees and charges, and instructions from the Receiver or her counsel or counsel for the City and  
23 Counsel of San Francisco, take all necessary, immediate, prompt and expeditious action to eject  
24 Yoshabel Clements, her three (3) minor children, and all other occupants therein from the property  
25 commonly known as 1342 Funston Street, San Francisco, California 94122 The Sheriff shall make  
26 demand orally upon Ms. Clements to leave the property, and if refused, shall forthwith commence the  
27 process of eviction of Yoshabel Clements and her three minor children and all other occupants  
28 consistent with the practices of eviction in an unlawful detainer case.

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14. The objections to the sale and ejection of Yoshabel Clements are hereby overruled.

15. All prior restraining orders, including but not limited to, the restraining order of August 31, 2007 and Order Appointing Receiver of October 31, 2007 be and same shall be deemed to be in full force and effect.

Dated: April 21, 2008

  
ROBERT DONDERO, Judge of the Superior Court

NOTICE TO ALL PARTIES AND PERSONS: This court has entered an order. Failure to Comply therewith may result in being held in contempt of this court in which the court may render monetary sanctions of \$1,000 and incarceration in the County Jail of not more than 5 days under C.C.P. Section 1009.

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