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10 Attorneys for Bradley D. Sharp, Chapter 11 Trustee for Namco  
11 Capital Group, Inc.

12 UNITED STATES BANKRUPTCY COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 LOS ANGELES DIVISION

15 In re  
16 NAMCO CAPITAL GROUP, INC.  
17 Debtor.

CASE NO. 2:08-bk-32333 BR

Chapter 11

**EVIDENTIARY OBJECTIONS OF  
BRADLEY D. SHARP, CHAPTER 11  
TRUSTEE, TO DECLARATION OF  
FARIBA ATIGHEHCHI RE MOTION TO  
APPROVE SALE AGREEMENT AND  
RELATED COMPROMISE**

Date: December 15, 2009

Time: 2:00 p.m.

Ctrm: 1668

18  
19  
20 **TO THE ABOVE ENTITLED COURT, ALL INTERESTED PARTIES AND  
21 THEIR COUNSEL OF RECORD:**

22 Bradley D. Sharp, Chapter 11 Trustee for the bankruptcy estate of Namco Capital  
23 Group, Inc. (the "Trustee") submits the following objections to that declaration of Fariba Atighehchi  
24 filed by 26 Etehad, LLC, Barry Agalar, AST Construction, Inc., AST 26 LLC, Fariba Atighehchi  
25 and Joseph Sagahian in opposition to that *Motion of Bradley D. Sharp, Chapter 11 Trustee for*  
26 *Namco Capital Group, Inc., for an Order: (1) Approving, and Authorizing the Execution of and*  
27 *Performance Under, Sale Agreement; (2) Authorizing Sale of Interests in Promissory Note and*  
28

JMIBM  
Jeffery Mangels  
Butler & Marmaro LLP

1 *Deed of Trust Pursuant to Bankruptcy Code Section 363(f); and (3) Approving and Authorizing*  
2 *Compromise of Controversy (the "Motion").*

3  
4 **OBJECTIONS TO DECLARATION OF FARIBA ATIGHEHCHI**

5 1. **Declaration Excerpt:** Page 12, paragraph 4, lines 12 through 14, inclusive:  
6 "The Deed of Trust, in issue in this Motion (All Inclusive Deed of Trust) is composed of the  
7 underlying obligation of \$4,380,000 to United Commercial Bank and \$1,620,000 to 26-Etehad,  
8 LLC."

9 **Objection:** Violates "Best Evidence Rule" (see, Federal Rules of Evidence  
10 ("FRE"), Rules 1001 through 1005) and assumes facts not in evidence.

11 Lack of Foundation.

12 This portion of the offered testimony misstates the contents of the "Deed of  
13 Trust" because there is no "underlying obligation of ... \$1,620,000 to 26 Etehad, L.L.C." To the  
14 extent that this portion of the offered testimony seeks to identify the "Underlying Notes" or  
15 "Underlying Trust Deeds," as such terms are defined in the subject "Deed of Trust," such  
16 "Underlying Notes" and "Underlying Trust Deeds" are those notes and deeds of trust to (i) United  
17 Commercial Bank and (ii) Hino -8 LLC (see, Motion, Exhibit "B," page 45 and Exhibit "C," page  
18 49).

19  
20 2. **Declaration Excerpt:** Page 12, paragraph 5, lines 16 through 18, inclusive:  
21 "At no time did 26-Etehad, LLC, allow or authorize Namco Capital Group, Inc., to take the \$6  
22 million AITD in its favor as the \$6 million AITD was an asset of 26-Etehad."

23 **Objection:** Lack of Foundation. There is no evidence that this declarant had  
24 any involvement in the sale of the subject "Goshen Property" to Marmar Goshen, LLC (now  
25 Lenmar Goshen, LLC) in which the subject note and deed of trust to Namco Capital Group, Inc.  
26 ("Namco") was created.

27 Hearsay.

1                   3.     **Declaration Excerpt:** Page 12, paragraph 7, lines 23 through 24, inclusive:  
2 "On December 28, 2007 Chicago Title Escrow prepared a closing statement relating to the  
3 \$8,180,000 sale proceeds."

4                   **Objection:** Lack of Foundation. There is no evidence that this declarant  
5 observed who prepared the alleged closing statement, or when it was prepared.

6                   Hearsay.

7                   Speculation.

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9                   4.     **Declaration Excerpt:** Page 12, paragraph 7, lines 24 through 27, inclusive:  
10 "The closing statement shows that the \$6,000,000 AITD was part of the consideration paid to 26  
11 Etehad by Marmar Goshen (\$8,180,000). A true copy of said closing statement is attached hereto as  
12 Exhibit 3 and incorporated herein by reference as if set forth in full hereat."

13                   **Objection:** Hearsay. This portion of the declaration and Exhibit 3 should be  
14 stricken as hearsay.

15                   Lack of foundation.

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17                   5.     **Declaration Excerpt:** Page 13, paragraph 8, lines 3 through 6, inclusive:  
18 "... based on the fraud of the Namco and its co-conspirators, all of whom were named as defendants  
19 therein. A true copy of the Complaint filed in that action is attached hereto as Exhibit 4 and  
20 incorporated herein by reference as if set forth in full hereat."

21                   **Objection:** Hearsay. The Complaint, which is attached to the offered  
22 declaration as Exhibit 4, and all allegations set forth therein are hearsay and should be stricken.

23                   Lack of foundation. There is no evidence that (a) Hino -8, LLC, Eilel  
24 Namvar and Homayoun "Tony" Namvar are "co-conspirators" with Namco or (b) that Namco  
25 committed any fraud.

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1                   6.     **Declaration Excerpt:** Page 13, paragraph 9, lines 8 through 11, inclusive:  
2     "... based upon fraud and other causes of action against Namco and its co-conspirators. A true copy  
3     of said First Amended Complaint is attached hereto as Exhibit 5 and incorporated herein by  
4     reference as if set forth in full hereat."

5                   **Objection:** Hearsay. The First Amended Complaint, which is attached to  
6     the offered declaration as Exhibit 5, and all allegations set forth therein are hearsay and should be  
7     stricken.

8                   Void act. The post-petition filing of the First Amended Complaint, which  
9     names Namco as a defendant and asserts causes of action against Namco, is void as to Namco. See,  
10    *In re Schwartz*, 954 F.2d 569 (9th Cir. 1992).

11                  Lack of foundation. There is no evidence that (a) Hino -8, LLC, Eilel  
12    Namvar and Homayoun "Tony" Namvar are "co-conspirators" with Namco or (b) that Namco  
13    committed any fraud.

15                  7.     **Declaration Excerpt:** Page 13, paragraph 10, line 12: "Namco's co-  
16    conspirators"

17                  **Objection:** Lack of foundation. There is no evidence that Hino -8, LLC,  
18    Eilel Namvar and Homayoun "Tony" Namvar are "co-conspirators" with Namco.

19                  Calls for a legal opinion and conclusion.  
20                  Speculation.

22                  8.     **Declaration Excerpt:** Page 13, paragraph 10, lines 14 through 21, inclusive:  
23    "The consideration paid by 26-Etehad was the assignment of the \$6 million AITD and a note in the  
24    amount of \$1,125,000 to Hino-8 in consideration for Hino-8 reconveying a disputed Second Deed  
25    of Trust on property owned by 26 Etehad located at 1517-1527 S. Bentley Avenue, Los Angeles,  
26    California. Even though 26 Etehad assigned its asset, the \$6 million Deed of Trust, to Hino-8.  
27    Hino-8 has failed to comply with the terms of the Settlement Agreement. A true copy of said  
28    Settlement Agreement is attached hereto as Exhibit 6 and incorporated herein by reference as if set

1 forth in full hereat."

2                   **Objection:** Irrelevant. The alleged settlement, and its terms, of the State  
3 Court litigation is irrelevant. In fact, pursuant to an order of the Superior Court, the settlement  
4 agreement has been vacated and cannot be enforced. See, November 16, 2009 minute order of the  
5 Superior Court attached hereto as Exhibit "A." The Trustee requests that this Court take judicial  
6 notice of Exhibit "A" hereto.

7                   Hearsay.

8  
9                   9.       **Declaration Excerpt:** Page 13, paragraph 11, line 22: "Namco's co-  
10 conspirators"

11                   **Objection:** Lack of foundation. There is no evidence that Hino -8, LLC,  
12 Eilel Namvar and Homayoun "Tony" Namvar are "co-conspirators" with Namco.

13                   Calls for a legal opinion and conclusion.

14                   Speculation.

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16                   10.       **Declaration Excerpt:** Page 13, paragraph 11, lines 22 through 25, inclusive:  
17 "Hino - 8, LLC, Eilel Namvar and Homayoun "Tony" Namvar, executed the settlement agreement  
18 confirming the assignment by 26 Etehad of the \$6 million dollar Deed of Trust and the \$1,125,000  
19 note to Hino-8 in exchange for the full reconveyance of the Hino-8 loan."

20                   **Objection:** Irrelevant. The alleged settlement, and its terms, of the State  
21 Court litigation is irrelevant. In fact, pursuant to an order of the Superior Court, the Superior  
22 Court's order of October 1, 2009 enforcing the settlement agreement has been vacated and the  
23 settlement agreement cannot be enforced. See, November 16, 2009 minute order of the Superior  
24 Court attached hereto as Exhibit "A." The Trustee requests that this Court take judicial notice of  
25 Exhibit "A" hereto.

26                   Hearsay.

1                   11.    **Declaration Excerpt:** Page 13, paragraph 12, line 26: "Namco's co-  
2 conspirators"

3                   **Objection:** Lack of foundation. There is no evidence that Hino -8, LLC,  
4 Eilel Namvar and Homayoun "Tony" Namvar are "co-conspirators" with Namco.

5                   Calls for a legal opinion and conclusion.

6                   Speculation.

7  
8                   12.    **Declaration Excerpt:** Page 13, paragraph 12, line 26 through page 14, line  
9 4, inclusive: "Hino-8, LLC, Eilel Namvar and Homayoun "Tony" Namvar, failed to comply with  
10 the settlement agreement. The State Court ruled (on October 1, 2009) that in consideration for the  
11 transfer of the \$6 million Deed of Trust, 26 Etehad was entitled to a full reconveyance of the Hino-8  
12 loan. A true copy of said Order is attached hereto as Exhibit 7 and incorporated herein by reference  
13 as if set forth in full hereat. The issue of the Court's ruling of October 1, 2009 is before the  
14 California Appellate Court."

15                   **Objection:** Irrelevant. The alleged settlement, and its terms, of the State  
16 Court litigation is irrelevant. In fact, pursuant to an order of the Superior Court after the appeal, the  
17 Superior Court's order of October 1, 2009 enforcing the settlement agreement has been vacated and  
18 the settlement agreement cannot be enforced. See, November 16, 2009 minute order of the Superior  
19 Court attached hereto as Exhibit "A." The Trustee requests that this Court take judicial notice of  
20 Exhibit "A" hereto.

21                   Hearsay.

22  
23                   13.    **Declaration Excerpt:** Page 14, paragraph 13, lines 5 through 11, inclusive:  
24 "In June 2009, 26 Etehad executed an Allonge to Promissory Note in favor of Hino-8 pursuant to  
25 the terms of the settlement agreement. A true copy of said Allonge is attached hereto as Exhibit 8  
26 and incorporated herein by reference as if set forth in full hereat.. ). This document was prepared by  
27 the attorneys for Hino-8, Eilel Namvar and Homayoun "Tony" Namvar. As reflected in Exhibit 8,  
28 the fact that the \$6 million AITD is owned by 26-Etehad and should not have been in favor of

1 Namco Capital is reflected as a footnote."

2 **Objection:** Irrelevant. The alleged settlement, and its terms, of the State  
3 Court litigation is irrelevant. In fact, pursuant to an order of the Superior Court, the Superior  
4 Court's order of October 1, 2009 enforcing the settlement agreement has been vacated and the  
5 settlement agreement cannot be enforced. See, November 16, 2009 minute order of the Superior  
6 Court attached hereto as Exhibit "A." The Trustee requests that this Court take judicial notice of  
7 Exhibit "A" hereto.

8 Hearsay, as to Exhibit 8.

9  
10 14. **Declaration Excerpt:** Page 14, paragraph 13, lines 11 through 12, inclusive:  
11 "This fact has been confirmed by Hino-8, LLC, Eilel Namvar and Homayoun "Tony" Namvar."

12 **Objection:** Irrelevant.

13 Hearsay.

14  
15 15. **Declaration Excerpt:** Page 14, paragraph 14, lines 13 through 18, inclusive:  
16 "In June 2009, 26 Etehad executed an assignment of the \$6 million dollar Deed of Trust to Hino-8  
17 pursuant to the terms of the settlement agreement, yet 26 Etehad has not received the full  
18 reconveyance as required by the settlement agreement in that Hino-8 has not executed the  
19 assignment document prepared by its attorneys. A true copy of said Assignment is attached hereto  
20 as Exhibit 9 and incorporated herein by reference as if set forth in full hereat."

21 **Objection:** Irrelevant. The alleged settlement from and of the State Court  
22 litigation is not enforceable. See, Exhibit "A" hereto.

23 Hearsay as to Exhibit 9.

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25 16. **Declaration Excerpt:** Page 14, paragraph 14, lines 19 through 22, inclusive:  
26 "In January 2004, the members of 26 Etehad executed an Operating Agreement, a true copy of  
27 which is attached hereto as Exhibit 10 and incorporated herein by reference as if set forth in full  
28 hereat. The Operating Agreement clearly states that any action of 26-Etehad must be by its

1 managing members and cannot be bound by the conduct of any third person."

2 **Objection:** Irrelevant.

3 Hearsay as to Exhibit 10.

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5 17. **Declaration Excerpt:** Page 14, paragraph 14, lines 23 through 25, inclusive:

6 "The Declaration of Mr. Benji attached to the moving papers infers that Ezri Namvar and Hamid  
7 Taba were acting on behalf of 26-Etehad. This is not true as neither individual had any authority to  
8 act on behalf of 26-Etehad."

9 **Objection:** Argumentative.

10 Lack of foundation concerning the statement that "this is not true as neither  
11 individual had authority to act on behalf of 26-Etehad." There are no facts to support this  
12 conclusory allegation.

13

14 18. **Declaration Excerpt:** Page 14, paragraph 15, lines 26 through 28, inclusive:

15 "On November 30, 2006, 26 Etehad filed its Statement of Information, stating its managing  
16 members. A true copy thereof is attached hereto as Exhibit 11 and incorporated herein by reference  
17 as if set forth in full hereat."

18 **Objection:** Lack of foundation. There are no facts to support the statement  
19 that any Statement of Information was filed. Exhibit 11 does not indicate that it has been filed  
20 anywhere.

21 Hearsay as to Exhibit 11.

22

23 19. **Declaration Excerpt:** Page 15, paragraph 18, line 14: "... as this asset is

24 owned solely by 26-Etehad ..."

25 **Objection:** Lack of foundation. There is no evidence that the subject "\$6  
26 million AITD" is owned by 26 Etehad, LLC. The subject "\$6 million AITD" names Namco as the  
27 sole beneficiary and the related promissory note is payable to only Namco.

28 Argumentative.

1                   20.    **Declaration Excerpt:** Page 15, paragraph 18, lines 14 through 15, inclusive:  
2    "... this asset was used to settle the State Court litigation referred to above ..."

3                   **Objection:** Irrelevant. The alleged settlement, and its terms, of the State  
4    Court litigation is irrelevant. In fact, pursuant to an order of the Superior Court, the Superior  
5    Court's order of October 1, 2009 enforcing the settlement agreement has been vacated and the  
6    settlement agreement cannot be enforced. See, November 16, 2009 minute order of the Superior  
7    Court attached hereto as Exhibit "A." The Trustee requests that this Court take judicial notice of  
8    Exhibit "A" hereto.

9  
10                  21.    **Declaration Excerpt:** Page 15, paragraph 18, lines 15 through 16, inclusive:  
11    "... Namco Capital has provided no consideration for the \$6 million AITD..."

12                  **Objection:** Lack of foundation. There are no admissible facts establishing  
13    this conclusion.

14                                Inadmissible conclusion.

15                                Argumentative.

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17                  22.    **Declaration Excerpt:** Page 15, paragraph 18, lines 16 through 18, inclusive:  
18    "The entire consideration for the \$6 million AITD was the loan from United Commercial Bank and  
19    the sale proceeds from 18 Marmar Goshen LLC."

20                  **Objection:** Lack of foundation. There are no admissible facts establishing  
21    this conclusion. Further, this statement is contrary to the terms of the subject note and deed of trust.  
22                                Violates parol evidence rule and terms of the subject promissory note and  
23    deed of trust.

24                                Inadmissible conclusion.

25                                Argumentative.

26                                Hearsay.

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1                   23.    **Declaration Excerpt:** Page 15, paragraph 19, lines 19 through 20, inclusive:  
2 "The monthly payments pursuant to 26-Etehad's portion of the \$6 million AITD have been paid to  
3 26-Etehad..."

4                   **Objection:** Lack of foundation. There are no admissible facts establishing  
5 that 26 Etehad, LLC owns any "portion of the \$6 million AITD." There is no admissible evidence  
6 that 26 Etehad, LLC received "monthly payments pursuant to ... the \$6 million AITD."

7                   Violates best evidence rule and parol evidence rule. This statement that 26  
8 Etehad, LLC owns some beneficial interest in the subject note and deed of trust is contrary to the  
9 express terms of the subject note and deed of trust. The subject note and deed of trust both  
10 expressly state that they are owned by Namco exclusively.

11  
12                   24.    **Declaration Excerpt:** Page 15, paragraph 19, lines 20 through 21, inclusive:  
13 "26-Etehad has been the sole owner of this \$6 million AITD, since its inception."

14                   **Objection:** Lack of foundation. There are no admissible facts establishing  
15 that 26 Etehad, LLC owns any "portion of the \$6 million AITD."

16                   Violates best evidence rule and parol evidence rule. This statement that 26  
17 Etehad, LLC owns some beneficial interest in the subject note and deed of trust is contrary to the  
18 express terms of the subject note and deed of trust. The subject note and deed of trust both  
19 expressly state that they are owned by Namco exclusively.

20                   Inadmissible conclusion.

21                   Argumentative.

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23                   25.    **Declaration Excerpt:** Page 15, paragraph 19, lines 22 through 24, inclusive:  
24 "to the fact that the monthly payments made by Marmar Goshen have been payable to 26-Etehad.  
25 The same is true relating to the \$1,125,000 Note."

26                   **Objection:** Assumes facts not in evidence - which are, (i) that Marmar  
27 Goshen has made monthly payments payable to 26 Etehad, LLC, and (ii) that Namco and/or the  
28 Trustee has knowledge of such payments to object to them.

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Hearsay.

Lack of foundation.

DATED: December 8, 2009

JEFFER, MANGELS, BUTLER & MARMARO LLP  
DAVID M. POITRAS P.C.  
THOMAS M. GEHER

By: /s/ Thomas M. Geher

THOMAS M. GEHER

Attorneys for BRADLEY D. SHARP, CHAPTER 11  
TRUSTEE FOR NAMCO CAPITAL GROUP, INC.

JMBM  
Jeffery Mangels  
Butler & Marmaro LLP

# EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 11/16/09 HONORABLE Lisa Hart Cole HONORABLE NONE	JUDGE JUDGE PRO TEM Deputy Sheriff	N. LEE E. SAN ANDRES, C/A NONE	DEPT. WE X DEPUTY CLERK ELECTRONIC RECORDING MONITOR Reporter
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SC100555 26 ETEHAD ET. AL. VS HINO-8 ET. AL.	Plaintiff Counsel NO APPEARANCES Defendant Counsel
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**NATURE OF PROCEEDINGS:**

ORDER OF COURT VACATING THE 10-1-09 ORDER GRANTING THE MOTION OF PLAINTIFFS 26 ETEHAD, LLC, AST 26, LLC, GHOLAM HOSSEIN ATIGHEHCHI, FARIBA ATIGHEHCHI AND BARRY AGALAR TO ENFORCE SETTLEMENT PURSUANT TO CODE OF CIVIL PROCEDURE 664.6;

The Court is in receipt of an Alternative Writ of Mandate from the Court of Appeal of the State of California, Second Appellate District, Division Two. In compliance with said Alternative Writ of Mandate, the Court makes the following order:

The Court vacates its Order of 10-1-09 granting the motion of plaintiffs 26 Etehad, LLC, Ast 26, LLC, Gholam Hossein Atighehchi, Fariba Atighehchi and Barry Agalar to enforce settlement pursuant to Code of Civil Procedure 664.6.

Plaintiffs' motion to enforce settlement is hereby denied.

The Court makes further orders as follows:

Plaintiffs' motion for an award of attorney's fees and expenses, pending for hearing on 11-17-09 at 9:00 a.m. in Department X, is advanced to this date and placed off calendar.

The Court sets this matter for a status conference on

MINUTES ENTERED 11/16/09 COUNTY CLERK
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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 11/16/09

HONORABLE Lisa Hart Cole

HONORABLE

NONE

JUDGE  
JUDGE PRO TEM  
Deputy Sheriff

N. LEE  
E. SAN ANDRES, C/A

NONE

DEPT. WE X

DEPUTY CLERK

ELECTRONIC RECORDING MONITOR

Reporter

SC100555

26 ETEHAD ET. AL.  
VS  
HINO-8 ET. AL.

Plaintiff  
Counsel

NO APPEARANCES

Defendant  
Counsel

**NATURE OF PROCEEDINGS:**

12-17-09 at 8:30 a.m. in Department X located at 9355  
Burton Way, Beverly Hills, CA 90210.

A certified copy of this minute order is faxed at  
approximately 1:30 p.m. on 11-16-09 to:

Court of Appeal of the State of California  
Second Appellate District  
Division Two, fax number 213-897-2430;

Robert L. Esensten, Esq., fax number 818-996-8266;

Christopher S. Reeder, Esq., fax number 310-270-9301;

David R. Krause-Leemon, Esq., fax number 213-892-7731;

Timothy L. Neufeld, Esq., fax number 213-625-2650.

Further, a copy of this minute is sent this date via  
U.S. mail to counsel as indicated below. Counsel for  
defendant Daniel Issak is ordered to give notice to  
all other parties not noticed herein.

**CLERK'S CERTIFICATE OF MAILING/  
NOTICE OF ENTRY OF ORDER**

I, the below named Executive Officer/Clerk of the  
above-entitled court, do hereby certify that I am not  
a party to the cause herein, and that this date I  
served Notice of Entry of the above minute order of  
11-16-09 upon each party or counsel named below by

<b>MINUTES ENTERED</b> 11/16/09 COUNTY CLERK
--

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 11/16/09

DEPT. WE X

HONORABLE Lisa Hart Cole

JUDGE

N. LEE

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

E. SAN ANDRES, C/A

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

SC100555

Plaintiff

26 ETEHAD ET. AL.

Counsel

NO APPEARANCES

VS

Defendant

HINO-8 ET. AL.

Counsel

**NATURE OF PROCEEDINGS:**

depositing in the United States mail at the courthouse in Beverly Hills, California, one copy of the original entered herein in a separate sealed envelope for each, addressed as shown below with the postage thereon fully prepaid.

Date: 11-16-09

John A. Clarke, Executive Officer/Clerk

By: \_\_\_\_\_

N. Lee

COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION TWO  
300 SOUTH SPRING ST  
LOS ANGELES, CA 90013

**RECEIVED**  
NOV 17 2009

BY:.....

ROBERT L. ESENSTEN, ESQ.  
WASSERMAN, COMDEN & CASSELMAN, LLP  
5567 RESEDA BLVD, SUITE 330  
TARZANA, CA 91357

CHRISTOPHER S. REEDER, ESQ.  
REEDER, LU & GREEN, LLP  
2121 AVENUE OF THE STARS, SUITE 950  
LOS ANGELES, CA 90067

MINUTES ENTERED 11/16/09 COUNTY CLERK
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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 11/16/09

DEPT. WE X

HONORABLE Lisa Hart Cole

JUDGE

N. LEE

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

E. SAN ANDRES, C/A

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

SC100555

Plaintiff

26 ETEHAD ET. AL.

Counsel

NO APPEARANCES

VS

Defendant

HINO-8 ET. AL.

Counsel

**NATURE OF PROCEEDINGS:**

LOS ANGELES, CA 90067

DAVID R. KRAUSE-LEEMON, ESQ.  
 LUCE, FORWARD, HAMILTON & SCRIPPS, LLP  
 601 S. FIGUEROA ST, SUITE 3900  
 LOS ANGELES, CA 90017

TIMOTHY L. NEUFELD, ESQ.  
 NEUFELD LAW GROUP  
 360 EAST SECOND ST, SUITE 703  
 LOS ANGELES, CA 90012

MINUTES ENTERED 11/16/09 COUNTY CLERK
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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

COURT OF APPEAL - SECOND DIST.  
**FILED**  
NOV 10 2009  
JOSEPH A. LANE Clerk  
J. HATTER Deputy Clerk

DANIEL ISSAK,

Petitioner,

v.

THE SUPERIOR COURT OF LOS  
ANGELES COUNTY,

Respondent;

26 ETEHAD, LLC et al.,

Real Parties in Interest.

B219604

(Super. Ct. No. SC100555)

(Lisa Hart Cole, Judge)

**ALTERNATIVE WRIT  
OF MANDATE**

TO THE SUPERIOR COURT OF LOS ANGELES COUNTY:

The petition for writ of mandate filed October 22, 2009, and the letter briefs filed thereafter have been read and considered. It appears the trial court erred in granting real parties' motion to enforce the purported settlement agreement.

Accordingly, you are required either to:

- (a) vacate your order of October 1, 2009, granting real parties' motion to enforce the settlement agreement; or
- (b) in the alternative, SHOW CAUSE before this court in its courtroom at 300 South Spring Street, Los Angeles, California, on December 16, 2009, at 12:45 p.m., why a peremptory writ of mandate ordering you to do so should not issue.

In the event you elect to comply with alternative (a), a certified copy of the minute order showing compliance shall be filed with this court on or before November 16, 2009.

In the event you fail to comply with alternative (a), real parties in interest are ordered to file and serve their written return to this writ on or before November 20, 2009. Petitioner may file and serve a reply on or before November 30, 2009.

Petitioner is directed to serve copies of this writ on respondent court and on counsel for real parties on or before November 9, 2009, and file proof of such service with this court on or before November 12, 2009.

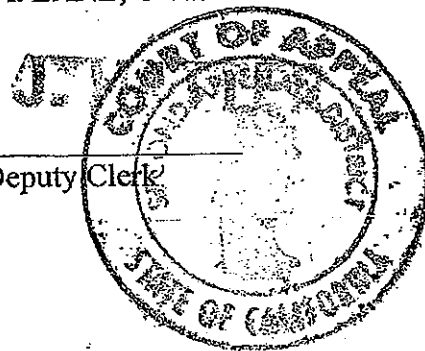
By order of this court.

ATTEST my hand and the seal of this court this 10th day of November, 2009.

JOSEPH A. LANE, Clerk

By \_\_\_\_\_

Deputy Clerk



Let the foregoing writ issue.

\_\_\_\_\_  
DOI TODD, ACTING P. J.

\_\_\_\_\_  
ASHMANN-GERST, J.

Christopher Scott Reeder  
Reeder Lu & Green, LLP  
2121 Avenue of the Stars  
Suite 950  
Los Angeles, CA 90067

Case Number B219604  
Division 2

DANIEL ISSAK,  
Petitioner,

v.

SUPERIOR COURT LOS ANGELES COUNTY,  
Respondent;  
26 ETEHAD, LLC et al.,  
Real Parties in Interest.

1 **PROOF OF SERVICE OF DOCUMENT**

2 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My  
3 business address is:

4 1900 Avenue of the Stars, Seventh Floor, Los Angeles, CA 90067-4308

5 The foregoing document described EVIDENTIARY OBJECTIONS OF BRADLEY D. SHARP,  
6 CHAPTER 11 TRUSTEE, TO DECLARATION OF FARIBA ATIGHEHCHI RE MOTION TO  
7 APPROVE SALE AGREEMENT AND RELATED COMPROMISE will be served or was served  
(a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the  
manner indicated below:

8 **I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** -

9 Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing  
10 document will be served by the court via NEF and hyperlink to the document. On December 8,  
2009, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and  
determined that the following person(s) are on the Electronic Mail Notice List to receive NEF  
transmission at the email address(es) indicated below:

11  Service information continued on attached page

12 **II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or  
13 entity served):

14 On December 8, 2009, I served the following person(s) and/or entity(ies) at the last known  
15 address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy  
thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an  
overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that  
mailing to the judge will be completed no later than 24 hours after the document is filed.*

16 **[Served By U.S. Mail]**  
17 Honorable Barry Russell  
United States Bankruptcy Court  
18 255 E. Temple St., Suite 1660  
Los Angeles, CA 90012

19  Service information continued on attached page

20 **III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL**

21 (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling  
22 LBR, on \_\_\_\_\_, I served the following person(s) and/or entity(ies) by personal delivery, or  
(for those who consented in writing to such service method), by facsimile transmission and/or email  
23 as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will  
be completed no later than 24 hours after the document is filed.*

24  Service information continued on attached page

25 I declare under penalty of perjury under the laws of the United States of America that the foregoing  
is true and correct.

26  
27 December 8, 2009      Claudean Brandon  
*Date*                              *Type Name*



JMBM  
Jeffer Mangels  
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1 **ADDITIONAL SERVICE INFORMATION**

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