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

8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 LOS ANGELES DIVISION

11 In re  
12 NAMCO CAPITAL GROUP, INC.  
13 Debtor.

CASE NO. 2:08-bk-32333 BR

Chapter 11

**REPLY OF BRADLEY D. SHARP,  
CHAPTER 11 TRUSTEE, TO OPPOSITION  
OF 26 ETEHAD, LLC TO MOTION FOR  
AN ORDER APPROVING, AND  
AUTHORIZING THE EXECUTION OF  
AND PERFORMANCE UNDER, *SALE  
AGREEMENT, ETC.*; AND  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

**[Evidentiary Objections to Declaration of  
Fariba Atighehchi Filed Concurrently  
Herewith]**

Date: December 15, 2009

Time: 2:00 p.m.

Ctrm: 1668

JMBM  
Jeffer Mangels  
Butler & Marmaro LLP

1                   **TO THE ABOVE ENTITLED COURT, ALL INTERESTED PARTIES AND**  
2 **THEIR COUNSEL OF RECORD:**

3                   Bradley D. Sharp, Chapter 11 Trustee for the bankruptcy estate of Namco Capital  
4 Group, Inc. (the "Trustee") submits the following memorandum of points and authorities in reply to  
5 the opposition filed by 26 Etehad, LLC, Barry Agalar, AST Construction, Inc., AST 26 LLC, Fariba  
6 Atighehchi and Joseph Sagahian (collectively, "26 Etehad") to that *Motion of Bradley D. Sharp,*  
7 *Chapter 11 Trustee for Namco Capital Group, Inc., for an Order: (1) Approving, and Authorizing*  
8 *the Execution of and Performance Under, Sale Agreement; (2) Authorizing Sale of Interests in*  
9 *Promissory Note and Deed of Trust Pursuant to Bankruptcy Code Section 363(f); and (3)*  
10 *Approving and Authorizing Compromise of Controversy (the "Motion").*

11  
12                   **I**

13                   **INTRODUCTION**

14                   26 Etehad's entire basis for its opposition to the Motion and the Trustee's proposed  
15 sale of the Goshen Note and Goshen Deed of Trust is the contention that the Namco<sup>1</sup> bankruptcy  
16 estate does own the Goshen Note. This contention has no evidentiary support and the express terms  
17 of the Goshen Note undoubtedly prove that the Namco estate is the owner of the Goshen Note. 26  
18 Etehad cannot point to any admissible evidence, document or agreement to support its contention  
19 that, notwithstanding that the Goshen Note is in the name of Namco and states that the equity in the  
20 Goshen Note is owned by Namco, the Goshen Note is not owned by Namco. This Court should  
21 find that the Goshen Note is property of Namco's estate, and pursuant to Bankruptcy Code  
22 § 363(f)(4), approve the proposed sale of the Goshen Note and Goshen Deed of Trust free and clear  
23 of the alleged "interest" of 26 Etehad, which "interest" is in *bona fide* dispute.

24                   Second, the Ninth Circuit's decision of *In re Rodeo Canyon Development*  
25 *Corporation*, 362 F.3d 603 (9th Cir. 2004), which 26 Etehad relies upon to attempt to stop the sale

26  
27                   \_\_\_\_\_  
<sup>1</sup> All capitalized undefined terms herein shall have the same meanings as given to them in  
the Motion.

JMBM  
Jeffrey Mangels  
Butler & Marmarosh LLP

1 of the Goshen Note, has no binding (or persuasive or any) effect on this Court because this decision  
2 was withdrawn by the Ninth Circuit Court of Appeals on March 8, 2005. See, *In re Rodeo*  
3 *Canyon Development Corporation*, 126 Fed.Appx. 353, 2005 WL 663421 (9th Cir. 2005).  
4 Accordingly, the *Rodeo Canyon* decision cited and relied upon by 26 Etehad is of no value and it  
5 was improper for 26 Etehad to cite this decision to this Court. In addition, the Bankruptcy  
6 Appellate Panel's opinion in *In re Clark*, 266 B.R. 163 (9th Cir. B.A.P. 2001), which 26 Etehad also  
7 relies upon to stop the proposed sale, has no applicability to this matter. In *Clark*, the dispute was  
8 whether the property sought to sold by the trustee had been exempted out of the estate by the debtor,  
9 causing the estate to no longer be able to sell the property. Here, there is no issue over whether the  
10 Goshen Note has been exempted out of Namco's estate. *Clark* simply has no applicability here.

11 Third, a large portion of 26 Etehad's opposition deals with the irrelevant (i) state  
12 court lawsuit 26 Etehad commenced against Namco and others concerning the Goshen Note and  
13 Goshen Deed of Trust and (ii) the alleged settlement reached therein concerning the Goshen Note,  
14 which settlement did not include Namco or the Trustee. This Court should note that Namco was  
15 never served with the First Amended Complaint (see, 26 Etehad's Request for Judicial Notice,  
16 Exhibit "5"), which is the operative complaint in the state court action, and such Complaint was  
17 filed by 26 Etehad against Namco after the commencement of this chapter 11 case without  
18 obtaining relief from the automatic stay.<sup>2</sup> Further, the purported settlement of the State Court  
19 litigation which 26 Etehad describes is not effective or enforceable. In fact, (i) on November 10,  
20 2009, the California Court of Appeal issued an *Alternative Writ of Mandate* requiring the California  
21 Superior Court to either (a) vacate its prior order of October 1, 2009 approving and enforcing the  
22 purported settlement or (b) show cause why it should not be ordered to vacate its October 1, 2009  
23 order and (ii) on November 16, 2009, the California Superior Court entered an Order vacating its

24  
25 <sup>2</sup> Namco was also never served with the First Amended Complaint and was not a party to the  
26 "settlement." Of course, had Namco been served with the First Amended Complaint such service  
27 would be void as a violation of the automatic stay. Additionally, the settlement itself violated the  
28 automatic stay as it called for 26 Etehad to transfer the Goshen Note and Goshen Deed of Trust to  
Hino-8, LLC without (i) the knowledge or consent of Namco or the Trustee or (ii) approval of this  
Court.

1 October 1, 2009 order approving and enforcing the purported settlement.<sup>3</sup> Thus, the settlement  
2 which 26 Etehad spends many pages on is non-existent and irrelevant.

3 The Goshen Note is in the name of Namco. The Goshen Note states that Namco is  
4 the owner of the Note and any "equity" in such note after the amount of the senior secured  
5 indebtedness owing to UCB. The Goshen Note and Goshen Deed of Trust are therefore property of  
6 Namco's estate. Any alleged "interest" which 26 Etehad asserts to have in such note and deed of  
7 trust is in "*bona fide* dispute" and, pursuant to Bankruptcy Code § 363(f)(4), the Goshen Note and  
8 Goshen Deed of Trust may be, and should be, sold free and clear of the alleged "interest" of 26  
9 Etehad. The Motion should be granted.

10  
11 **II**

12 **THE GOSHEN NOTE, WHICH IS SECURED BY THE**  
13 **GOSHEN DEED OF TRUST, IS PROPERTY OF**  
14 **NAMCO'S ESTATE**

15 **A. The Goshen Note and Goshen Deed of Trust.**

16 26 Etehad, notwithstanding the explicit terms of the Goshen Note and Goshen Deed  
17 of Trust, including the fact that both the Goshen Note and Goshen Deed of Trust are in the name of  
18 Namco, contends, without the support of any admissible evidence or any written or oral agreement  
19 between Namco and 26 Etehad, that the Goshen Note and Goshen Deed of Trust are not an asset of  
20 Namco's estate, but are owned by 26 Etehad. The Trustee disputes that 26 Etehad has any interest  
21 in the Goshen Note and Goshen Deed of Trust and contends, based on the terms of the Goshen Note  
22 cited below, that the Goshen Note and Goshen Deed of Trust are property of Namco's estate.

23 First, the Goshen Note and the Goshen Deed of Trust explicitly state that Namco is  
24 the (i) payee and beneficiary of the Goshen Note and (ii) the beneficiary under the Goshen Deed of  
25 Trust. See, Motion, Exhibits "B" and "C." Neither the Goshen Note nor the Goshen Deed of Trust

26  
27 <sup>3</sup> Attached hereto as Exhibits "A" and "B," respectively, are the (i) *Alternative Writ of*  
28 *Mandate* issued by the California Court of Appeals and (ii) the Superior Court's Order of November  
16, 2009. The Trustee requests that this Court take judicial notice of such Exhibits.

1 refer to 26 Etehad. 26 Etehad is stranger to the Goshen Note and Goshen Deed of Trust.

2 California Evidence Code § 662, made applicable by Federal Rule of Evidence 302,  
3 provides that "the owner of the legal title to property is presumed to be the owner of the full  
4 beneficial title. This presumption may be rebutted only by clear and convincing evidence."

5 Second, it is undisputed that the Goshen Note is a "wrap note" which, at the time of  
6 its creation, included the then two senior secured indebtedness owing to UCB and Hino 8, LLC  
7 ("Hino 8"). However, Hino 8 reconveyed and extinguished its senior deed of trust. See, Motion,  
8 Exhibit "J." The intent and result of Hino 8's reconveyance was that Hino 8's former indebtedness  
9 was no longer included in the Goshen Note, thereby creating equity in the Goshen Note that was  
10 assigned by Namco to the Benji Trust as security for the Namco Promissory Note. In fact, the  
11 Goshen Note, in that paragraph entitled "Provisions Re Underlying Note," states as follows

12 Upon [Namco's] receipt of such [monthly] payments [from Lenmar], the  
13 monthly payments due and payable under the Underlying Notes[, defined  
14 as the UCB Deed of Trust and the Hino 8 Deed of Trust,] shall be  
15 forwarded to the holder(s) thereof. [Namco] shall retain the monthly  
16 payments made by [Lenmar], less the portion of such monthly payments  
17 due and paid to the holders of the Underlying Notes. ... Nothing contained  
18 herein shall be deemed to limit [Lenmar's] obligation to pay any amounts  
19 called for in this Note. ... [Lenmar] acknowledges that [Namco] may  
20 profit from the spread between the interest rate under this [Goshen] Note  
21 and the interest rates under the Underlying Notes, all of which profit will  
22 belong to [Namco]. ... Upon repayment of the [UCB] First Deed of Trust  
23 Loan or the [Hino 8] Second Deed of Trust Loan,<sup>4</sup> the principal sum  
24 thereof paid by [Lenmar] will become part of the equity or balance of this  
25 [Goshen] Note (i.e., all benefit of the pay off will inure to the benefit of  
26 [Namco] under this [Goshen] Note).

21 See, Motion, Exhibit "B," pages 38-39.

22 Thus, by the very terms of the Goshen Note, when Hino 8 reconveyed its Deed of  
23 Trust the then only remaining obligation to be paid under the Goshen Note was to UCB and the  
24 equity in the Goshen Note of approximately \$1,600,000, created by the Hino 8 reconveyance, is the  
25 property of Namco, subject to the security interest of the Benji Trust.

27 <sup>4</sup> In the Goshen Note, the terms "[UCB] First Deed of Trust Loan" and "[Hino 8] Second  
28 Deed of Trust Loan" are not defined.

1           Accordingly, the Goshen Note, and the Goshen Deed of Trust which secures such  
2 note, is property of Namco's estate.

3           B.     The Rodeo Canyon Decision Has Been Withdrawn And The Clark Decision  
4 Has No Relevance To This Motion.

5           In furtherance of 26 Etehad's evidentiary and legally deficient claim that it, rather  
6 than Namco, owns the Goshen Note and, therefore, the Goshen Note cannot be sold, 26 Etehad  
7 relies on two cases, one from the Ninth Circuit (*Rodeo Canyon*) and one from the Ninth Circuit  
8 Bankruptcy Appellate Panel (*Clark*). Neither of these cases have any applicability here.

9           First, the *Rodeo Canyon* decision was withdrawn by the Ninth Circuit Court of  
10 Appeals on March 8, 2005. *See, In re Rodeo Canyon Development Corporation*, 126 Fed.Appx.  
11 353, 2005 WL 663421 (9th Cir. 2005). Accordingly, the *Rodeo Canyon* decision cited and relied  
12 upon by 26 Etehad is of no value and has no impact on the Motion. It was improper for 26 Etehad  
13 to cite the *Rodeo Canyon* decision to this Court.

14           Second, in *Clark*, the dispute was whether the property sought to sold by the trustee  
15 had been exempted out of the estate by the debtor, causing the estate to no longer be able to sell the  
16 property. Here, there is no issue over whether the Goshen Note has been exempted out of Namco's  
17 estate. *Clark* simply has no applicability here.

18           As the Goshen Note and Goshen Deed of Trust are in the name of Namco and recite  
19 that the equity in the Goshen Note, i.e., the \$6,000,000 amount of the Goshen Note less the senior  
20 UCB encumbrance, is owned by Namco, it is clear that the Goshen Note and Goshen Deed of Trust  
21 are owned by Namco and are property of Namco's estate.

22           C.     Namco's Schedules Are Irrelevant Concerning Whether The Goshen Note  
23 And Goshen Deed Of Trust Are Property Of Namco's Estate.

24           In a futile attempt to have this Court find that the Goshen Note and Goshen Deed of  
25 Trust are not property of Namco's estate, 26 Etehad asserts that because the Goshen Note and  
26 Goshen Deed of Trust are not listed on Namco's Schedules, this Court must then find that these  
27 assets are not property of Namco's estate. There is no law cited by 26 Etehad to support this  
28 requested finding and, as Namco, not the Trustee, prepared and filed Namco's Schedules, the

1 Trustee should not be prejudiced by how Namco completed and filed its Schedules.

2           Additionally, the Schedules itself, which were, as admitted by 26 Etehad, prepared  
3 under the supervision of and signed by Howard Grobstein, the former Chief Restructuring Officer  
4 of Namco who was appointed as such in February, 2009 (after the commencement of this case),  
5 states the following:

6           Based on the information available to it, [Namco] has attempted to provide  
7 complete and accurate information, but no assurance can be made that the  
8 information is complete and accurate, as the books and records of  
9 [Namco] have not been audited or verified. [Namco] is, however,  
10 continuing to review and update its books and records and other financial  
11 information, and the information provided in the Schedules may need to  
12 be augmented or corrected in the future. **Nothing contained in or  
omitted from the Schedules constitutes or should be deemed an  
admission by [Namco],** and [Namco] reserves the right to amend the  
Schedules periodically to the extent necessary to reflect new or additional  
information.

13 (Emphasis added.) See, 26 Etehad's Request for Judicial Notice, Exhibit 12, page 439.

14           Thus, when Mr. Grobstein, the post-petition appointed CRO of Namco, signed the  
15 Schedules it was explicitly stated that the Schedules may not be complete or identify all of Namco's  
16 assets. Therefore, the Schedules should not bind the Trustee to what is or is not property of  
17 Namco's estate or prejudice the Trustee, the estate and its unsecured creditors. The Schedules are  
18 simply irrelevant to the issues presented by the Motion.

19           The Goshen Note and Goshen Deed of Trust are property of Namco's estate which  
20 can be sold and liquidated by the Trustee.

21  
22 **III**

23 **BANKRUPTCY CODE § 363(f)(4) AUTHORIZES THE TRUSTEE**  
24 **TO SELL THE GOSHEN NOTE AND GOSHEN DEED OF TRUST**  
25 **FREE AND CLEAR OF THE DISPUTED "INTEREST" OF 26 ETEHAD**

26           Notwithstanding that (i) the Goshen Note and Goshen Deed of Trust are in the name  
27 of Namco and recite that the equity therein, after the senior lien of UCB, is owned by Namco and  
28 (ii) there is no admissible evidence or agreement of an type to support that 26 Etehad has an interest

1 in the Goshen Note and Goshen Deed of Trust, 26 Etehad has asserted that it owns the Goshen Note  
2 and Goshen Deed of Trust. The Trustee disputes that 26 Etehad has any interest in the Goshen Note  
3 and Goshen Deed of Trust. Thus, a "*bona fide* dispute" exists between the Trustee and 26 Etehad  
4 concerning 26 Etehad's alleged interest in the Goshen Note and Goshen Deed of Trust.

5 Bankruptcy Code § 363(f)(4) provides that "the trustee may sell property under  
6 section (b) or (c) of this section free and clear of any interest in such property of an entity other than  
7 the estate, only if ... (4) such interest is in bona fide dispute ..."

8 Here, the alleged interest of 26 Etehad in the Goshen Note and Goshen Deed of Trust  
9 is the subject of a good faith dispute. Thus, pursuant to Bankruptcy Code § 363(f)(4), the Goshen  
10 Note and Goshen Deed of Trust should be, and can be, ordered sold free and clear of the interests of  
11 26 Etehad.

12  
13 **IV**  
14 **THE PROPOSED SALE OF THE GOSHEN NOTE AND GOSHEN**  
15 **DEED OF TRUST IS IN THE BEST INTERESTS OF**  
16 **NAMCO'S BANKRUPTCY ESTATE**

17 The Trustee contends that the proposed sale of the Goshen Note and Goshen Deed of  
18 Trust is in the best interest of the Namco estate. In addition to the sound business reasons set forth  
19 on pages 9 and 10 of the Motion, it must be recognized that the Goshen Deed of Trust is in a second  
20 priority position, after the senior encumbrance of UCB. While some may argue that Namco should  
21 simply foreclose, take title to the Goshen Property (subject to the Benji Trust's lien interest or any  
22 other interests) and sell it. However, such a scenario would require that the Trustee own the  
23 Property, valued at approximately \$5,570,000, subject to UCB's lien in the principal amount of  
24 \$4,380,000 plus accrued interest and fees. Thus, after a sale, costs of sale and payment of the UCB  
25 lien, the Trustee does not believe that the Namco estate will be better off than the proposed sale  
26 transaction. Additionally, the Trustee has no information that the debt to UCB is and will remain  
27 current and, therefore, there is a risk that the Goshen Deed of Trust could be foreclosed out by  
28 UCB.



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VI

CONCLUSION

Based upon the foregoing, the opposition of 26 Etehad to the Motion lacks merit and should be overruled. There is no reason for the Court not to approve the sale and liquidation of the Goshen Note and Goshen Deed of Trust. The Court should approve the Motion and permit the Trustee to execute and perform under the *Sale Agreement*.<sup>6</sup>

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.

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<sup>6</sup> In the event that the Court is not inclined to allow the Trustee perform that portion of the *Sale Agreement* which requires the disbursement of the \$1,300,000 sales proceeds, the Trustee requests that the Court approve, at a minimum, (i) the sale of the Goshen Note and Goshen Deed of Trust to Lenmar and (ii) the use of the sales proceeds for the sole purpose of allowing the Trustee to purchase, for the benefit of Lenmar, the required insurance policy for the Goshen Deed of Trust. Pending further order of the Court, the Trustee is agreeable to retaining the remaining portion of the sales proceeds.

**EXHIBIT A**

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.

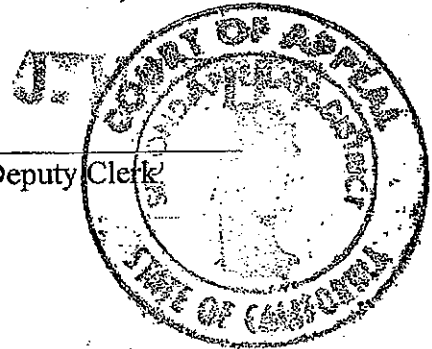
Petitioner is directed to serve copies of this writ on respondent court and on counsel for real parties on or before November 9, 2009, and file proof of such service with this court on or before November 12, 2009.

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.

# EXHIBIT B

**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:**

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
---

# 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
---

**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

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MINUTES ENTERED 11/16/09 COUNTY CLERK
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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 REPLY OF BRADLEY D. SHARP, CHAPTER 11 TRUSTEE,  
6 TO OPPOSITION OF 26 ETEHAD, LLC TO MOTION FOR AN ORDER APPROVING, AND  
7 AUTHORIZING THE EXECUTION OF AND PERFORMANCE UNDER, SALE AGREEMENT,  
8 ETC.; AND MEMORANDUM OF POINTS AND AUTHORITIES 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:

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

Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing  
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:

12  Service information continued on attached page

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

14 On December 8, 2009, I served the following person(s) and/or entity(ies) at the last known  
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*  
15 *mailing to the judge will be completed no later than 24 hours after the document is filed.*

17 **[Served By U.S. Mail]**

Honorable Barry Russell  
United States Bankruptcy Court  
255 E. Temple St., Suite 1660  
Los Angeles, CA 90012

20  Service information continued on attached page

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

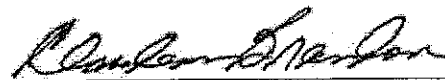
(indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling  
LBR, on \_\_\_\_\_, I served the following person(s) and/or entity(ies) by personal delivery, or  
(for those who consented in writing to such service method), by facsimile transmission and/or email  
as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will*  
22 *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  
26 is true and correct.

27 December 8, 2009

Claudean Brandon



28 *Date*

*Type Name*

Jeffer Mangels  
Butler & Marmaro LLP  
JMBM

1 **ADDITIONAL SERVICE INFORMATION**

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