

EXHIBIT D
(DEMURRER)

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10 JONATHAN Y. YI,

11 Plaintiff,

12 vs.

13 CONEXANT SYSTEMS, INC.,

14 Defendant.
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Case No. 30-2013-00687404

Assigned for all purposes to:
The Honorable Jamoa A. Moberly, Dept. C-12

**DEFENDANT CONEXANT SYSTEMS,
INC.'S NOTICE OF DEMURRER AND
DEMURRER TO PLAINTIFF'S
COMPLAINT; IN THE ALTERNATIVE,
MOTION TO DISMISS OR STAY
COMPLAINT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

DATE: January 31, 2014
TIME: 2:00 p.m.
DEPT: C-12

*[Filed concurrently with Request for Judicial
Notice; [Proposed] Order]*

RESERVATION NUMBER: 71858497

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1 **TO ALL PARTIES HEREIN AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on January 31, 2014, at 2:00 p.m. or as soon thereafter as
3 this matter may be heard in Department C-12 of the above-entitled Court located at 700 Civic
4 Center Drive West, Santa Ana, California 92701, CONEXANT SYSTEMS, INC. ("Conexant"),
5 will demur to the Complaint of Plaintiff, JONATHAN Y. YI ("Plaintiff"). This Demurrer is
6 brought pursuant to California Code of Civil Procedure § 430.10 and is based upon the following
7 grounds:

8 1. The Court has no subject matter jurisdiction over this action as that jurisdiction is
9 exclusively vested in the United States Bankruptcy Court for the District of Delaware. Code of
10 Civil Procedure § 430.10(a).

11 2. Plaintiff's First Cause of Action for Breach of Contract is uncertain, fails to state facts
12 sufficient to constitute a cause of action, and fails to allege whether the contract is written or oral.
13 Code of Civil Procedure §§ 430.10(e), 430.10(f), 430.10(g).

14 3. Plaintiff's Second Cause of Action for Common Counts is uncertain and fails to state facts
15 sufficient to constitute a cause of action. Code of Civil Procedure §§ 430.10(e), 430.10(f).

16 This Demurrer is based on this Notice of Demurrer and Demurrer, the Memorandum of
17 Points and Authorities filed in support thereof, Conexant's Request for Judicial Notice, all
18 pleadings and records on file in this action, and upon such further oral documentary evidence as
19 may be presented at or before the hearing on this matter.

20 In the alterative, Conexant requests that the Court stay this action or dismiss Plaintiff's
21 complaint based upon this Court's lack of jurisdiction over this action. Conexant's Motion to
22 Dismiss is based upon the Memorandum of Points and Authorities filed in support thereof,
23 Conexant's Request for Judicial Notice, all pleadings and records on file in this action, and upon
24 such further oral documentary evidence as may be presented at or before the hearing on this
25 matter.

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Dated: December 12, 2013

KATZ & YOON LLP

By: _____

MICHAEL I. KATZ

JOHN T. MADDEN

Attorneys for Defendant Conexant
Systems, Inc.

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DEMURRER TO COMPLAINT

Conexant hereby generally and specially demurs to Plaintiff Jonathan Y. Yi's ("Plaintiff")
Complaint on the following grounds:

Demurrer to All Causes of Action

Conexant demurs to each and every cause of action alleged in Plaintiff's Complaint on
the grounds that this Court has no subject matter jurisdiction over this action as that jurisdiction is
exclusively vested in the United States Bankruptcy Court for the District of Delaware. Code of
Civil Procedure § 430.10(a).

Demurrer to the First Cause of Action

Plaintiff's First Cause of Action for Breach of Contract is uncertain, fails to state facts
sufficient to constitute a cause of action, and fails to allege whether the contract is written or oral.
Code of Civil Procedure §§ 430.10(e), 430.10(f), 430.10(g).

Demurrer to the Second Cause of Action

Plaintiff's Second Cause of Action for Common Counts is uncertain and fails to state facts
sufficient to constitute a cause of action. Code of Civil Procedure §§ 430.10(e), 430.10(f).

Dated: December 12, 2013

KATZ & YOON LLP

By: _____

MICHAEL I. KATZ
JOHN T. MADDEN
Attorneys for Conexant Systems, Inc.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jonathan Y. Yi ("Plaintiff") has sued Defendant Conexant for \$195,000,000.00.
4 The action must be dismissed because exclusive jurisdiction over this matter rests with the United
5 States Bankruptcy Court for the District of Delaware. Plaintiff has also violated the Delaware
6 Bankruptcy Court's injunction order prohibiting the filing of this action against Conexant. This
7 matter cannot proceed, and must either be immediately stayed or dismissed with prejudice.

8 Independently from the jurisdictional and injunctive issues that mandate the expeditious
9 disposal of this case, Plaintiff alleges a breach of contract cause of action (and a derivative claim
10 for money had and received) without alleging the existence of any contract between Plaintiff and
11 Conexant. Instead, the "contract" at issue in this action is allegedly the "Internal Guiding rules of
12 Delaware Bankruptcy Court proceedings." Compl., p.3, ¶ BC-1. This is just one illustration of
13 the hopelessly unsound nature of Plaintiff's causes of action.

14 Because Plaintiff seeks damages under a breach of contract theory, without alleging a
15 contract between the parties, it is apparent that this action is nothing more than Plaintiff's attempt
16 to revive his grievance with the Delaware Bankruptcy Court based upon Plaintiff's late-filed
17 objection to Conexant's confirmed Chapter 11 Plan of Reorganization. Plaintiff may not bring
18 this action, and even if he could, this Court could not properly hear it. And, even if the Court
19 could adjudicate this case, Plaintiff's claims allege no facts to support a cause of action against
20 Conexant—not even a contract between the parties is alleged. The demurrers should be sustained
21 without leave to amend.

22 **II. SUMMARY OF RELEVANT FACTS**

23 **A. Conexant Files for Bankruptcy in Delaware.**

24 On February 28, 2013, Conexant filed for bankruptcy under chapter 11 of the Bankruptcy
25 Code. Request for Judicial Notice ("RJN") Ex. "A." On May 17, 2013, Plaintiff filed a general
26 unsecured claim for \$87,000,000.00 in the Conexant bankruptcy case. RJN, Exs. "B," "F,"
27 Exhibit "A" thereto; "H," pp. 9-13. In support of the claim, Plaintiff attached a nearly
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1 incomprehensible addendum that provided no support for his massive unsecured claim. *Id.*

2 **B. The Bankruptcy Court Confirms Conexant's Chapter 11 Plan.**

3 On June 6, 2013, Conexant's Chapter 11 Plan of Reorganization ("Plan") was confirmed
4 by order of the Delaware Bankruptcy Court ("Confirmation Order"). RJN, Ex. "C." The Plan
5 become effective on July 12, 2013.¹ RJN, Ex. "D." Articles VIII and XI of the Plan provide,
6 respectively:

- 7 • Section "E" provides: "ON THE EFFECTIVE DATE OF THE PLAN [July 12,
8 2013] EACH HOLDER OF A CLAIM OR INTEREST IN THE DEBTOR .
9 .SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY,
10 GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED
11 THE DEBTORS [*i.e.*, Conexant]. . . FROM ANY AND ALL ACTIONS,
12 CLAIMS. . .SUITS, CAUSES OF ACTION. . ."
- 13 • Section "H" of Article VIII provides: "ALL ENTITIES ARE PERMANENTLY
14 ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER,
15 ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT
16 TO THE PLAN OR CONFIRMATION ORDER."
- 17 • "Notwithstanding the entry of the Confirmation Order and the occurrence of the
18 Effective Date, on and after the Effective Date [July 12, 2013], the Bankruptcy
19 Court shall retain exclusive jurisdiction over all matters arising out of, or related to,
20 the Chapter 11 Cases and Plan." RJN, Ex. "E," pp. 31, 34 (emphasis added).

21 As discussed in more detail below, there is no question that Plaintiff's complaint arises
22 fully and directly out of Conexant's chapter 11 case. As such, the confirmed Plan vests the

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24 ¹ Debtor Conexant Systems, Inc. emerged from bankruptcy as a newly formed entity that began
25 operations on July 12, 2013. Debtor, Conexant Systems, Inc., was renamed in accordance with the
26 Plan and now operates under the name Lakestar Semi. Accordingly, even if Plaintiff could state a
27 claim against Conexant, he has named the wrong party as defendant to this action. For the
28 purposes of the relief sought herein, however, the Court need not examine the distinction between
Conexant and Lakestar Semi.

1 exclusive jurisdiction over this action in the Delaware Bankruptcy Court. In addition, under the
2 terms of the Plan, Plaintiff's lawsuit is explicitly an action against the Debtor (*i.e.*, Conexant)
3 related to the bankruptcy case. The Plan provides for a release of any and all such actions, and
4 further enjoins "all entities" from "commencing or continuing" any action against Conexant. *Id.*
5 By the Plan's unequivocal terms, Plaintiff is enjoined from continuing the present action, and has
6 violated the Bankruptcy Court's injunction order in bringing this suit.

7 Indeed, the Confirmation Order itself represented a "judicial determination of the discharge
8 of all Claims and Interests." RJN, Ex. "C." ¶106. Plaintiff has already had an opportunity to be
9 heard and his claim was discharged by the Confirmation Order entered on July 12, 2013.
10 Practically, the complaint asks the Court to overrule a judicial determination of the Bankruptcy
11 Court.

12 **C. Plaintiff Files a Tardy "Objection" To the Plan.**

13 On June 24, 2013, Plaintiff allegedly sent a letter to BMC Group, Inc. (the claims
14 processor for Conexant's bankruptcy case) purportedly objecting to the Plan. Compl., Ex. "A."
15 Apart from the questionable effectiveness or propriety of Plaintiff's "objection" pursuant to the
16 requirements of the Bankruptcy Code applicable to plan objections, Plaintiff's objection was sent
17 to BMC Group, Inc. nearly three weeks after the Plan was confirmed by the Bankruptcy Court. *Id.*
18 Moreover, the Confirmation Order provides that "All objections, responses to, statements,
19 comments, and all reservations of rights pertaining to the Confirmation [of the Plan] that have not
20 been withdrawn, waived or settled before, or on the record at, the Confirmation Hearing, are
21 hereby overruled on the merits." RJN, Ex. "C," ¶79.

22 **D. The Liquidating Trustee Objects to Plaintiff's \$87,000,000.00 Claim.**

23 On October 16, 2013, the Liquidating Trustee appointed in Conexant's bankruptcy case filed
24 an objection to Plaintiff's proof of claim based upon the lack of support for the claim in
25 Conexant's books and records, and the claim's own inherent lack of supporting documentation.
26 RJN, Ex. "F." The hearing on the Liquidating Trustee's objection is set for January 9, 2014, with
27 Plaintiff's response to the objection, if any, due on or before December 23, 2013. RJN, Ex. "G."

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1 **E. Plaintiff Sues Conexant for \$195,000,000.00 Based Upon Plaintiff's Late-Filed**
2 **"Objection" to the Confirmed Plan.**

3 On November 15, 2013, Plaintiff filed this lawsuit against Conexant. Plaintiff seeks
4 damages of \$195,000,000.00 based on causes of action for (1) Breach of Contract; and (2)
5 Common Counts. RJN, Ex. "H." Both causes of action are fully based on Plaintiff's apparent
6 dissatisfaction with the Delaware Bankruptcy Court's alleged "reclassification" of Plaintiff's
7 claim, and upon his objection to the chapter 11 Plan. The complaint does not focus on, or even
8 allege, any actions by, or on behalf of, Conexant.

9 For instance, Plaintiff's Breach of Contract claim does not allege a written agreement
10 between the parties, but instead alleges the operative "agreement" is the "Internal Guiding rules of
11 Delaware Bankruptcy Court proceedings." Compl., p.3, ¶BC-1. Plaintiff's "cause of action" for
12 Common Counts makes the completely unsupported allegation that Conexant became indebted to
13 Plaintiff in the sum of \$87,000,000.00 for money had and received. Plaintiff does not allege the
14 reason, manner, or mechanism by which Conexant allegedly owes Plaintiff nearly
15 \$100,000,000.00.

16 **III. LEGAL ARGUMENT**

17 **A. The Court Has Authority To Sustain The Demurrer.**

18 A demurrer tests the factual allegations of the complaint and whether they are sufficient to
19 constitute a cause of action. *Lopez v. City of Oxnard*, 207 Cal. App. 3d 1, 6 (1989). Although a
20 demurrer admits the truthfulness of properly pled factual allegations, it does not admit the
21 truthfulness of contentions, deductions or conclusions of law or facts alleged in the complaint.
22 *Holmes v. City of Oklahoma*, 260 Cal. App. 2d 378, 382 (1968). A demurrer will be sustained
23 without leave to amend when, giving the complaint a reasonable interpretation, there is not a
24 reasonable possibility that the defect can be cured by amendment. *Lundeen Coatings, Corp. v.*
25 *Department of Water and Power of the City of Los Angeles*, 232 Cal. App. 3d 816, 826 (1991).
26 The burden of proving such reasonable possibility rests squarely on plaintiff. *Id.* Also, a court
27 may consider on demurrer matters which may be judicially noticed. Cal. Code Civ. Proc.

1 § 430.30(a). “A party may not avoid demurrer by suppressing facts, including those that are
 2 judicially noticeable, which prove the pleaded facts false.” *Gentry v. eBay, Inc.*, 99 Cal. App. 4th
 3 816, 825 (2002).

4 **B. Because this Action Relates Directly to Conexant’s Bankruptcy Case, this**
 5 **Action is Within the Exclusive Jurisdiction of the Delaware Bankruptcy Court**
 6 **and Must be Dismissed.**

7 Plaintiff’s complaint arises out of and relates directly to Conexant’s chapter 11 bankruptcy
 8 case and the confirmation of the Plan. The Plan and the Confirmation Order unambiguously
 9 provide that the Bankruptcy Court “shall retain exclusive jurisdiction over all matters arising out
 10 of, or related to, the Chapter 11 Cases and Plan.” RJN, Exs. “C,” p. 55; “E,” p. 34. A demurrer to
 11 a complaint will be sustained when the court has no jurisdiction of the subject of the cause of
 12 action alleged in the pleading.” *See* Cal. Code Civ. Proc. § 430.10(a).

13 Here, both of Plaintiff’s causes of action are based upon Plaintiff’s alleged objection to the
 14 “reclassification” of his claim by the Delaware Bankruptcy Court, and the allegation that the
 15 Bankruptcy Court deliberately “ignored” Plaintiff’s objection to the Plan. (This allegation
 16 overlooks that Plaintiff’s objection to the Plan was both three weeks late and ineffective.) There is
 17 no question that the entire complaint “arises out of” and is directly “related to” Conexant’s
 18 bankruptcy case and the chapter 11 Plan. As such, the Delaware Bankruptcy Court retains
 19 exclusive jurisdiction over this action. As this Court lacks subject matter jurisdiction over this
 20 matter, the demurrer must be sustained, without leave to amend, and the action dismissed with
 21 prejudice.

22 **C. Plaintiff’s Causes of Action are Fatally Deficient and Must be Dismissed.**

23 Apart from the jurisdictional issue that requires dismissal of this action, Plaintiff’s causes
 24 of action for breach of contract and for common counts suffer from independent, incurable defects.

25 **1. Plaintiff’s Breach of Contract Claim is so Uncertain that Conexant**
 26 **Cannot Reasonably Frame a Response.**

27 A defendant may specially demur to a complaint on the grounds that the pleading is
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1 uncertain, ambiguous, or unintelligible. Cal. Civ. Proc. Code § 430.10(f). A special demurrer is
2 appropriate if “essential facts appear only inferentially, or as conclusions of law, or by way of
3 recitals.” *Johnson v. Mead*, 191 Cal. App. 3d 156, 160 (1987).

4 Plaintiff’s complaint is rife with ambiguity. Specifically, Plaintiff does not allege a written
5 agreement between the parties, but rather an “agreement” described as the “Internal Guiding rules
6 of Delaware Bankruptcy Court proceedings.” Compl., p.3, ¶ BC-1. Plaintiff does not attach or
7 otherwise describe this “agreement” other than to provide its name. It is important to note that
8 Plaintiff’s complaint alleges no contract, whether written, oral, express, or implied, between
9 Conexant and Plaintiff.

10 The complaint does allege, however, that “defendant breached the agreement” by “[t]he
11 Conexant Bankruptcy court deliberately ignor[ing] the objection filed.” *Id.* at ¶ BC-2. This
12 disjointed allegation seems to both suggest that Conexant breached some phantom agreement
13 related to the “Internal Guiding Rules” of the Bankruptcy Court through the Bankruptcy Court’s
14 alleged non-response to Plaintiff’s late-filed objection. This allegation is nonsensical to the point
15 of being fully unintelligible. Further, Plaintiff asks this Court to “aid us in sorting out were have
16 [*sic*] all the monies allocated for this case have had gone-to [*sic*]. *Id.*, Addendum “A” to Exhibit
17 “A.” From these fragmented allegations, Conexant cannot reasonably determine, among other
18 things, what contract is at issue, if any. Accordingly, and because Conexant cannot reasonably
19 respond to this cause of action, the demurrer should be sustained, without leave to amend.

20 **2. Plaintiff’s Breach of Contract Claim Fails to Allege Whether the**
21 **Contract is Written or Oral.**

22 Apart from inexplicably bringing a nearly \$200,000,000.00 claim for breach of contract
23 against Conexant—without alleging a contract between Plaintiff and Conexant—this claim fails
24 for an independent reason. As discussed above, Plaintiff’s breach of contract claim alleges the
25 operative agreement is the “Internal Guiding Rules of Delaware Bankruptcy Court proceedings.”
26 Compl., p.3, ¶ BC-1. It is extraordinarily unclear what this document may be, if it even exists, and
27 whether these alleged “Guiding Rules” would even meet the requirements of a contract. Because
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1 it cannot be ascertained from the pleading whether the alleged “contract” is written, oral, or
2 implied by conduct, the Court should sustain the demurrer without leave to amend. *See* Cal. Civ.
3 Proc. § 430.10(g).

4 **3. As the Complaint Fails to Allege the Existence of any Contract Between**
5 **Plaintiff and Conexant, Plaintiff’s Claim for Breach of Contract Does**
6 **not State Facts Sufficient to Support a Cause of Action.**

7 “The essential elements of a claim of breach of contract, whether express or implied, are
8 the contract, plaintiff’s performance or excuse for nonperformance, defendant’s breach, and the
9 resulting damages to plaintiff.” *San Mateo Union High School Dist. v. County of San Mateo*, 213
10 Cal. App. 4th 418, 439 (2013).

11 Here, Plaintiff does not allege the existence of a contract between himself and Conexant.
12 Instead, Plaintiff alleges that the relevant “agreement” is the vaguely-titled “Guiding Rules” of the
13 Delaware Bankruptcy Court. By failing to allege the existence contract between the parties—the
14 foundational element of a claim for breach of contract—there can be no performance thereunder,
15 no breach, and no damages. *See, e.g., Tri-Continent International Corp. v. Paris Savings & Loan*
16 *Assn.*, 12 Cal. App. 4th 1354, 1359 (1993) (only a party to a contract may be liable for its breach).
17 Indeed, the “breach” that Plaintiff does allege is a “violation of the [Bankruptcy] court’s own
18 rules,” not any breach by Conexant. Compl., p. 3, ¶ BC-2. The complaint appears to be an
19 attempt to remedy Plaintiff’s alleged grievance with the Delaware Bankruptcy Court, not with
20 Conexant. This cause of action has not alleged facts sufficient to support the claim, and the
21 demurrer should be sustained without leave to amend.

22 **4. Plaintiff’s “Cause of Action” for Common Counts is Derivative of the**
23 **Flawed Breach of Contract Claim and Consequently Fails.**

24 Plaintiff alleges that Conexant became indebted to Plaintiff for money had and received in
25 the amount of \$87,000,000.00. Compl., p. 4. at ¶¶ CC-1, 2. A common count is not a specific
26 cause of action, rather, it is a simplified form of pleading normally used to aver the existence of
27 various forms of monetary indebtedness. *McBride v. Boughton*, 123 Cal. App. 4th 379, 394-95
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1 (2004). When a common count is used as an alternative way of seeking the same recovery
2 demanded in a specific cause of action, and is based on the same facts, the common count is
3 demurrable if the cause of action is demurrable. *See Farmers Ins. Exchange v. Zerlin*, 53 Cal. App.
4 4th 445, 459–460 (1997).

5 Here, Plaintiff’s allegation of “money had and received” is based on the same underlying
6 facts as the cause of action for breach of contract. As such, Plaintiff’s “cause of action” for
7 common counts must stand or fall on the viability of Plaintiff’s breach of contract claim. As that
8 claim is fatally deficient for the reasons discussed above, and incapable of curative amendment,
9 Plaintiff’s claim for common counts fails. Independently, a claim for money had and received will
10 only lie if there is a total failure of consideration for an executory contract. *Brown v. Grimes*, 192
11 Cal. App. 4th 265, 282 (2011). Plaintiff has not alleged the existence of any contract between
12 himself and Conexant. As no contract has been alleged, there can logically be no failure of
13 consideration thereon. This “cause of action” must be dismissed.

14 In sum, this action is Plaintiff’s attempt to revive a late-filed objection to Conexant’s
15 confirmed Plan of Reorganization. This effort is not only enjoined by the enumerated terms of
16 Plan, but the Court lacks jurisdiction to hear Plaintiff’s case. Even if this Court did have
17 jurisdiction over this matter (and Plaintiff did not have to violate the Bankruptcy Court’s
18 injunction order to bring this action), both of Plaintiff’s claims are remarkably uncertain, and lack
19 the ultimate facts to support a cause of action against Conexant. The demurrers should be
20 sustained, without leave to amend.

21 **D. As the Complaint Contains Incurable Jurisdictional and Injunctive Defects,**
22 **No Leave to Amend Can Be Given.**

23 Plaintiff has violated the Bankruptcy Court’s injunction order in bringing this action and
24 has asked this Court to preside over a case over which it has no jurisdiction. As such, Plaintiff’s
25 complaint is hopelessly flawed, and allowing Plaintiff leave amend his complaint would be futile.
26 Such leave would also constitute an implicit sanctioning of Plaintiff’s continued violation of the
27 Bankruptcy Court’s injunction order.

1 Ordinarily “it is an abuse of discretion to sustain a general demurrer to a complaint without
2 leave to amend if there is a reasonable possibility [that] the defect in the complaint can be cured by
3 amendment” *Blickman Turkus, LP v. MF Downtown Sunnyvale, LLC*, 162 Cal. App. 4th 858, 867
4 (2008). Here, however, the central defects of Plaintiff’s complaint (jurisdictional and injunctive)
5 cannot be cured by any number of amendments. As amendment to Plaintiff’s complaint would be
6 futile, leave to amend should not be granted. *See Newell v. State Farm General Ins. Co.*, 118 Cal.
7 App. 4th 1094, 1100 (2004).

8 **E. In the Alternative, Conexant Moves to Dismiss this Action with Prejudice.**

9 The Delaware Bankruptcy Court retains exclusive jurisdiction over this action. Based on
10 this fact alone, Plaintiff’s complaint should be dismissed with prejudice. Even if this Court had
11 the requisite jurisdiction, this matter should be immediately stayed as the Plan provides that “ALL
12 ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN
13 ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT
14 TO THE PLAN OR CONFIRMATION ORDER.” RJN, Ex. “E,” pp. 31. Plaintiff’s complaint
15 relates directly to Conexant’s bankruptcy case, the Plan, and its confirmation. Accordingly,
16 Plaintiff was prohibited from filing this action, although he did so in violation of the Plan’s clear
17 language, and is prohibited from continuing this action “in any manner.”

18 Although there is no statutory authority for using a motion to dismiss as a method to
19 challenge opposing pleading, a motion to dismiss may serve the same function as a general
20 demurrer. *See McKay v. County of Riverside*, 175 Cal. App. 2d 247, 249 (1959). This Court may
21 assert its inherent judicial power to dismiss cases in which no valid cause of action or defense is
22 stated. *See Cal. Code. Civ. Proc. § 581(m)* (grounds stated in dismissal statute “not an exclusive
23 enumeration of court’s power to dismiss a complaint”). In this case, the exercise of such power is
24 warranted as the Court has no jurisdiction over this action, Plaintiff is enjoined from continuing
25 this action, and the causes of action themselves are fatally deficient. Conexant’s motion to dismiss
26 should be granted, and complaint dismissed with prejudice.

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1 **IV. CONCLUSION**

2 Conexant requests that the Court sustain its demurrers without leave to amend as to all
3 claims asserted in Plaintiff's complaint, and dismiss the entire action with prejudice. In the
4 alternative, Conexant respectfully requests that the Court grant its Motion to Dismiss this action,
5 with prejudice, or, at a minimum, immediately stay this action.

6 Dated: December 12, 2013

KATZ & YOON LLP

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8 By: _____

MICHAEL I. KATZ

9 JOHN T. MADDEN

10 Attorneys for Defendant Conexant
Systems, Inc.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Orange, State of California. My business address is 4 Park Plaza, Suite 1040, Irvine, California 92614. On December 12, 2013, I served true copies of the following document(s) described as **DEFENDANT CONEXANT SYSTEMS, INC.'S NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFF'S COMPLAINT; IN THE ALTERNATIVE, MOTION TO DISMISS COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** the interested parties in this action as follows:

Plaintiff

Jonathan Y. Yi
11841 Monroe Street, Unit 201
Cerritos, California 90703

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Katz & Yoon LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 12, 2013, at Irvine, California.


Patriela Grenner