

UNITED STATES BANKRUPTCY COURT <u>CENTRAL</u> DISTRICT OF <u>CALIFORNIA</u>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>JAMES C. GIANULIAS</b>		Case Number: <b>8:08-13150 RK</b>
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>DAIMLER TRUST SUCCESSOR TO DCFS TRUST</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>Randall P. Mroczynski</b> <b>Cooksey Toolen Gage Duffy &amp; Woog</b> <b>535 Anton Blvd., 10th Floor, Costa Mesa, CA 92626</b> Telephone number: <b>714-431-1100</b>		Court Claim Number: _____ (If known)  Filed on: _____
Name and address where payment should be sent (if different from above): <b>DCFS USA</b> <b>P.O. Box 9001683</b> <b>Louisville, KY 40290</b> Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <b>\$ 75,894.20 (remaining payments on lease)</b>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.
2. Basis for Claim: <u>Vehicle Lease</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: <u>3671</u>  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate %  Amount of arrearage and other charges as of time case filed included in secured claim,  if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  Amount entitled to priority: \$ _____
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		<i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Date: <b>9/17/08</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Randall P. Mroczynski</b>	<b>FOR COURT USE ONLY</b>



**Warranties and Guarantees**

**17. Maintenance**

You agree to maintain, service and repair the vehicle according to the manufacturer's recommendations and any applicable warranty. You will keep the vehicle in good working condition and return the maintenance books with the vehicle. You will not use the vehicle for any purpose other than that for which it was designed. You agree to pay for all operating costs including, but not limited to, gas, oil, maintenance, parking fees, insurance and collision fees, tires, washing and replacement tires. Lessor will provide maintenance services and you agree at your option to buy a separate maintenance agreement.

**18. Prohibited Use of Vehicle**

You agree not to use or allow anyone else to use the vehicle: (a) in a way that violates the terms of your insurance policy or that causes cancellation or suspension of any applicable insurance; and (b) to transport people or property for hire. You shall not use the vehicle outside the United States; however, you may take the vehicle to Canada or Mexico for 30 days or less.

In addition, you agree not to use or allow anyone else to use the vehicle for more than 30 days in the state where you first registered or recorded the title unless you first have our written consent.

You will not change or modify the vehicle's body or interior in any way unless you first get our written consent. If you add parts to the vehicle that cannot be removed without harming the vehicle's structure or value, you understand that these parts become our property. We may remove them at any time.

You will not assign or release any interest in the vehicle or this lease. You will keep the vehicle and lease free from all liens.

You agree that you and anyone else that uses the vehicle are liable for any injury, death, or damage arising out of the use of the motor vehicle, and that we are not liable for any such injury, death or damage.

**Insurance**

**19. Vehicle Insurance**

You agree to provide primary insurance coverage as indicated below during the lease and until the vehicle is returned: (a) liability insurance with limits of not less than \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage; (b) collision insurance for the full actual cash value of the vehicle and with a deductible no higher than \$2,500; (c) comprehensive fire and theft insurance for the full actual cash value of the vehicle and with a deductible no higher than \$2,500; and (d) required coverage as required by law in the state where the vehicle is registered. You may obtain insurance from an insurer of your choice which is reasonably acceptable to us. The insurance policy must name Assignee as additional insured and lessor and you must provide us with a copy of your policy. If you carry excess or umbrella liability insurance, it will include our interest to the extent provided by law. The policy must require the insurance company to notify us at least 30 days in advance of any changes in coverage or cancellation. You must notify the insurance company within 24 hours after any damage, loss, theft, accident, or impairment of the vehicle. For claims arising under your insurance that concern physical damage to the vehicle, you represent to your attorney-in-fact in this lease or release the claim. You understand you are not responsible for deductibles or co-payments received from your insurance company and you agree to pay your share of any such amounts. You will also give us a copy of your policy and your insurance card.

No physical damage or liability insurance coverage for bodily injury or property damage caused to others is included in this lease.

**20. Total Vehicle Loss/Cap Waiver**

If the vehicle is subject to a total loss due to collision, destruction or theft, you will pay the Gap Amount which is the difference between the Early Termination Liability and the insurance proceeds we receive based on the total loss. We agree to waive the Gap Amount if you had the vehicle insured for total loss by the GAP Insurer at the time of the total loss. In which case you will pay us the sum of: (a) unpaid amounts that are due or past due under this lease; plus (b) the amount of your insurance deductible; plus (c) any other amounts that were not included from the vehicle's total cash value. You will make the insurance proceeds we received for the total loss. If this is a single payment, you will receive a refund equal to your lease payments divided by your lease term (or 60 over the first 60 months if the number of months left in the lease at the time of the total loss of the vehicle). You do not have insurance on the vehicle if your insurance company denies part or all of your claim, you will be in default and will pay us the early termination liability as set forth in section 7.

This subsection will not apply and you will be in default if you receive a cash value settlement from your insurance company without first getting our approval and forwarding any such settlement to us.

**End of Lease**

**21. Purchase Option**

If you purchase the vehicle at any time, you agree to register and re-title the vehicle in your name no later than 30 days from the time you purchase it. If you fail to do so, we reserve the right to cancel the registration.

**a. Scheduled Termination.** At the end of the scheduled lease term, you may purchase the vehicle "as is" for the amount set forth in the front of this lease.

**b. Before Scheduled Termination.** At any time before the scheduled lease term, you have an option to purchase the vehicle "as is" for the Early Purchase Option Price (as described below).

**1) Monthly Lease - Early Purchase Option Price.** This is a Standard Lease as defined in the front of this lease. The Early Purchase Option Price is the sum of: (a) any lease payments and other amounts due under the lease at the time of termination; (b) all fees and taxes assessed on or billed in connection with this lease or the vehicle; (c) the Adjusted Lease Balance (as described below); and (d) the Purchase Option Fee provided in section 9 on the front of this lease.

The Adjusted Lease Balance is calculated by reducing the Adjusted Capitalized Cost each month, on each monthly payment due date, by the difference that has been paid on the monthly payment and the part of the first charge earned in that month calculated on a constant yield basis.

**2) Single Payment Lease - Early Purchase Option Price.** If this is a Single Payment Lease as indicated on the front of this lease, the Early Purchase Option Price is: (a) any lease payments and other amounts due under the lease at the time of termination; plus (b) the Purchase Option Fee provided to accept it on the front of this lease; plus (c) all fees and taxes assessed on or billed in connection with this lease; plus (d) the vehicle's net Residual Value printed on the front of this lease; less (e) the unearned rent charges you paid calculated on a constant yield basis.

**22. Return of Vehicle**

**a. Scheduled Termination.** If this lease is not to be renewed and you do not purchase the vehicle, you will, at least 15 days before the end of the lease, return the vehicle to us as specified in your agreement; (2) complete and sign odometer statement and, if not already signed, the vehicle condition report; (3) pay the following amounts: (a) any amount due and unpaid on or past due under this lease; (b) any amount due and unpaid on or past due under this lease; plus (c) the vehicle's net Residual Value printed on the front of this lease; plus (d) any official fees and taxes assessed on or billed in connection with this lease; plus (e) the unearned rent charges you paid calculated on a constant yield basis. If you are in default at the time of the scheduled termination, you will also pay us the amount provided on the front of this lease. If any maintenance obligations are not returned with the vehicle, you agree to cooperate in the completion of the condition report.

**What Our Lessee Guarantees**

**h. Events of Default.** You will:

- (1) you fail to make any payment when due in this lease or any other agreement with us;
- (2) you break any law;
- (3) you do anything that violates your rental agreement;
- (4) you fail to return the vehicle as we specify;
- (5) you give false or misleading information to us on your credit application or other document;
- (6) you file, are declared bankrupt, become insolvent, a bankruptcy petition is filed for or against you, or you receive notice of a lawsuit;
- (7) the vehicle is seized, or seized upon by any government or legal process;
- (8) the vehicle is destroyed, abandoned, stolen or damaged beyond repair;
- (9) you are convicted of or it is suspected, reviewed or convicted of (10) anything else happens that we reasonably believe in good faith endangers the vehicle or your ability to pay.

**c. Remedies for Default.** If you are in default, we will use our Early Termination Liability provided in section 23.A, and we may take any or all of the following actions: (1) terminate this lease and your right to the vehicle; (2) take possession of the vehicle without other demand, without notice or demand, without limit; (3) take reasonable action to prevent the default or our loss; (4) require you to return the vehicle and any related records; (5) make a claim for insurance or services contract benefits for the vehicle; (6) make a claim for the vehicle's net Residual Value; (7) use any recovery we have at law or in equity. You agree to reimburse us for any amounts due and interest imposed on the vehicle at the time you are required to pay, including amounts we pay to cover your default or enforce our rights to the vehicle.

If we take possession of the vehicle as provided in section 23.A.2, we may take any personal property in the vehicle. We will hold the personal property for you for 30 days, if you do not pick up the property within that time, we may dispose of it in any manner.

**Additional Information**

**24. Assignment and True Lease**

You understand that this is a true lease and that you do not have any or other ownership rights in the vehicle unless you purchase it from us. You may not assign, sell, lease or arrange an assignment of your interest or rights under this lease or the vehicle without our written permission. You understand that we may assign our rights and obligations under this lease to anyone or anyone, including DCS Trust, without notice to you. You agree and grant us permission to provide information about you, the vehicle or this lease to our affiliates at any time, subject to the terms of the Assignee's Privacy Policy. Lessor and its employees are not agents of Assignee and have no authority to obligate Assignee. DCS Trust is a subsidiary of Mercedes-Benz Financial LLC ("Mercedes-Benz Financial"), as the servicing agent for DCS Trust, has the power to act on DCS Trust's behalf as administrator, collector and servicer of this lease. You agree to pay all amounts due under this lease to Mercedes-Benz Financial or its affiliates directed by DCS Trust at Mercedes-Benz Financial.

**25. Late Charge/Returned Payment Fee/Fines and Tickets**

If we do not receive the entire amount of your Monthly Payment within 30 days after it is due, you will pay us a late fee of \$40 or 5% of the unpaid amount, whichever is less. If any charge or fee is assessed on your account for late payment by any state, city, county or any authorized electronic entity, you will pay us a fee of \$25. You agree to pay all such charges and fees imposed on the vehicle at the time you are required to pay such fees or tickets and we pay, you will reimburse us, and pay us an administrative fee of \$25 if the amount permitted by law.

**26. Indemnification**

You will defend, indemnify and hold harmless Lessor and Assignee from and against any loss and all losses or damages to the vehicle and from all claims, losses, suits, actions, liabilities, costs and expenses (including, but not limited to, reasonable attorney fees) related to and/or against the use, operation or condition of the vehicle.

**27. Notices/General**

We will send notices and correspondence to you at the billing address you provided on this lease. If this address or any telephone address changes, you will inform us in writing within 30 days of the change. To the extent permitted by law, you give your permission to monitor and record any telephone conversation between you and us. Section headings in this lease are for convenience of reference only and are not part of the lease for any other purpose.

**28. Refundable Security Deposit**

The refundable Security Deposit you agreed to pay at the time you got the vehicle is held under this lease or to satisfy any remedy for default. Any portion of the refundable Security Deposit not applied to amounts that you owe will be returned to you after termination of this lease and our determination that the amount you owed at the end of this lease has been paid. Even if all amounts are paid to us or any portion of the Security Deposit, you are still responsible for amounts due and only if our determination of this lease as a total loss property case. You may not apply any portion of the Security Deposit as a Monthly Payment. You will not earn interest on the Security Deposit. Any interest or monetary benefit to which you may be entitled as a result of our retention of the Security Deposit will neither be paid to you nor applied to reduce your obligations under this lease.

**29. Modification**

Any change to this lease must be in writing and signed by Assignee, however, if permitted by law, amendments, deletions or due date changes may be agreed to orally by you and Assignee and we will send you written confirmation.

**30. Enforceability**

Each person who signs this lease is jointly and severally liable under this lease and for all obligations and duties set forth in this lease. We do not give, to anyone, the right to represent the vehicle in any other regard. We do not give up any of our rights by signing or failing to sign this lease. This lease is subject to the laws of the state where it was signed. This lease is the entire agreement between you and us and is binding on anyone who assumes our interest in it. We are not bound by any statements, representations made by parties or sales people if not contained in this lease. We make no promises regarding any law benefits to you from leasing. Unless otherwise provided in this lease, if we receive any portion of this lease or any portion of this lease in this state, it is enforceable, valid, legal and enforceable against applicable laws. The other provisions shall survive and be enforceable separately from any voided provisions, unless otherwise provided in this lease.

**31. Delivery**

We accept delivery of the vehicle described in this lease and acknowledge that it is equipped as described, is in good operating order and condition, and all its odometer readings recorded on the front of this lease in the Vehicle Information section.

**32. Payment Obligations**

You may not change or stop any lease payments for any reason, even if you do not receive an invoice, and even if the vehicle is stolen, damaged, seized by government or a court, experiences mechanical problems, or does not satisfactorily perform. If you experience mechanical or other difficulties with the vehicle, you will purchase these services with the manufacturer.

**33. Taxes, Registration and Titling**

You agree to own, register and license the vehicle in the state in which it is primarily located. You are liable for the vehicle to be titled in our name. You must request any power of attorney, required from us by the state, register, or license the vehicle. You agree to provide any and all information, forms, fees, taxes and charges imposed by government authorities in connection with the vehicle, this lease, or any amounts due or payable arising from this lease. You may pay any and all taxes, fees, charges and other amounts due on or past due relating to the vehicle or this lease that you do not pay for the fees, charges or other amounts due on or past due relating to the vehicle or this lease. We have no duty to account to you for the fees, charges or other amounts due on or past due relating to the vehicle or this lease. If you do not pay a bill when it is due, if the vehicle is primarily located in a state other than a state that bills you directly for personal property tax, we will invoice you for personal property tax on your behalf.

Vehicle Information section containing fields for VIN, make, model, year, color, and other details. Includes a signature line for the lessee and a section for the lessor's name and address.

**NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE NOT ENTITLED TO A REFUND OF ANY PORTION OF THIS LEASE OR PAYMENT FOR THAT COVERAGE IS NOT PROVIDED IN THIS LEASE. (3) THE LEASE FOR PUBLIC LIABILITY OR PROPERTY DAMAGE COVERAGE IS NOT PROVIDED IN THIS LEASE. (4) THE LEASE FOR PUBLIC LIABILITY OR PROPERTY DAMAGE COVERAGE IS NOT PROVIDED IN THIS LEASE. (5) THE LEASE FOR PUBLIC LIABILITY OR PROPERTY DAMAGE COVERAGE IS NOT PROVIDED IN THIS LEASE.**

TO PROPERLY RELEASE YOUR LIABILITY, PLEASE READ AND FOLLOW INSTRUCTIONS ON REVERSE SIDE  
 SECTIONS A-J MUST BE COMPLETED IN FULL. PRINT IN CAPITAL LETTERS - USE BLACK OR BLUE INK

**NOTICE OF TRANSFER AND  
 RELEASE OF LIABILITY**

MAIL THIS FORM TO DMV

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST  
 B. NEW OWNER'S ADDRESS APT NUMBER  
 C. ODOMETER READING (NO TENTHS)  
 D. CITY STATE ZIP CODE  
 E. DATE OF SALE OR LEASE RETURN  
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST  
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS  
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER  
 I. SELLER'S OR LESSEE'S SIGNATURE  
 J. CITY STATE ZIP CODE  
 VEHICLE ID NUMBER YR. MODEL MAKE PLATE NUMBER  
 WDDNG79X27A103571 2007 MERZ 5XPW297

REG 138A (REV. 10/2004)

**STATE OF CALIFORNIA**

**CERTIFICATE OF TITLE**

VEHICLE HISTORY

19107011237

**AUTOMOBILE**

VEHICLE ID NUMBER  
 WDDNG79X27A103571

YR. MODEL MAKE  
 2007 MERZ

PLATE NUMBER  
 5XPW297  
 REGISTRATION EXPIRATION DATE  
 12/28/2007

BODY TYPE MODEL  
 4D

UNLADEN WEIGHT AX FUEL TRANSFER DATE  
 2006 MA 6

FEES PAID  
 \$1337

YR 1ST SOLD CLASS YR MO EQUIPMT/TRUST NUMBER  
 2006 MA 01/25/07

ISSUE DATE  
 01/25/07

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE ODOMETER READING  
 12/26/2006 25 MI  
 ACTUAL MILEAGE

REGISTERED OWNER(S)  
 DCFS TRST LSR  
 GIANULIAS JIM LSE  
 1105 QUAIL ST  
 NEWPORT BEACH CA 92660

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE SIGNATURE OF REGISTERED OWNER

1b. DATE SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

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

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF AGENT SIGNING FOR A COMPANY		PRINTED NAME OF AGENT SIGNING FOR A COMPANY	

**IMPORTANT READ CAREFULLY**

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

US BK AS COLL AGT  
 PO BX 997539  
 SACRAMENTO CA 95899

2. X  
 Signature releases interest in vehicle. (Company names must be countersigned)  
 Release Date

028620 CA100961605

REG. 17.30A (REV. 10/03)

KEEP IN A SAFE PLACE - VOID IF ALTERED

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

**PROOF OF SERVICE**  
C.C.P. §1013(a), C.R.C. 2003(3), 2005(i)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 535 Anton Boulevard, Tenth Floor, Costa Mesa, California 92626-1977.

On September 22, 2008, I served the foregoing document described as **PROOF OF CLAIM** on the interested parties in this action.

by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

**SEE ATTACHED SERVICE LIST**

**BY REGULAR MAIL:** I deposited such envelope in the mail at 535 Anton Boulevard, Costa Mesa, California 92626. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

**BY FACSIMILE MACHINE:** I transmitted a true copy of said document(s) by facsimile machine, and no error was reported. Said fax transmission(s) were directed as indicated on the service list.


**BY OVERNIGHT MAIL:** By depositing copies of the above document(s) in a box or other facility regularly maintained by FEDERAL EXPRESS, in an envelope or package designed by FEDERAL EXPRESS with delivery fees paid or provided for and sent to the person(s) named on the attached service list [C.C.P. §1013, 2015.5].

**BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

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

(Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 22, 2008, at Costa Mesa, California.

  
Angie Contreras

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG  
535 Anton Boulevard, Tenth Floor  
Costa Mesa, California 92626-1977

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## SERVICE LIST

**DEBTOR(S):**

James C. Gianulias  
1105 Quail Street  
Newport Beach, CA 92660

**ATTORNEY FOR DEBTOR(S):**

Alan J. Friedman  
Kerri A. Lyman  
840 Newport Center Drive, Suite 400  
Newport Beach, CA 92660

**U.S. TRUSTEE:**

United States Trustee (RS)  
411 W. Fourth Street, Suite 9041  
Santa Ana, CA 92701

**ATTORNEY FOR U.S. TRUSTEE:**

Frank Cadigan  
411 W. Fourth Street, Suite 9041  
Santa Ana, CA 92701

**PETITIONING CREDITORS:**

California National Bank  
c/o Joshua D. Wayser  
2029 Century Park East, Suite 2600  
Los Angeles, CA 90067

Famille Holdings LP  
c/o Jess R. Bressi  
19800 MacArthur Blvd., Suite 500  
Irvine, CA 92612

M.W. Housing Partners III LP  
c/o Lori Scott  
1301 Fifth Ave., Suite 3100  
Seattle, WA 98101

M.W. Housing Partners III LP  
c/o Perkins Coie LLP  
1620 26<sup>th</sup> Street, 6<sup>th</sup> Floor  
Santa Monica, CA 90404

**OFFICIAL JOINT COMMITTEE OF UNSECURED CREDITORS:**

Elissa Miller  
333 S.Hope St 35th Flr  
Los Angeles, CA 90071

**REQUEST FOR SPECIAL NOTICE:**

- 1 Lance N. Jurich, Esq.  
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- 4 Marc S. Hines, Esq.  
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5 HINES SMITH CARDER  
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6 Costa Mesa, California 92626
- 7 California Bank & Trust c/o  
Peter J. Duncan, Esq.  
8 Pyle Sims Duncan & Stevenson APC  
401 "B" Street, Suite 1500  
9 San Diego, CA 92101
- 10 Penelope Parmes, Esq.  
RUTAN & TUCKER, LLP  
11 611 Anton Boulevard, Suite 1400  
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14 Kansas City, Missouri 64112
- 15 Jean-Paul Menard  
McKenna Long & Aldridge LLP  
444 South Flower Street, 8th Floor  
16 Los Angeles, CA 90071-2901
- 17 Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP  
Attention: Lei Lei Wang Ekvall, Esq.  
18 650 Town Center Drive, Suite 950  
Costa Mesa, California 92626
- 19 Phillip D. Hamilton and Janet L. Hamilton,  
20 as co-trustees of the Hamilton Family Trust u/d/t dated 07/11/90  
c/o Philip D. Hamilton  
21 760 West 16th Street, Suite C  
Costa Mesa, California 92627
- 22 Robert P. Goe, Esq.  
23 GOE & FORSYTHE, LLP  
660 Newport Center Drive, Suite 320  
24 Newport Beach, CA 92660
- 25 John H. Wunsch  
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- 27 Marsha A. Houston Christopher O. Rivas  
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4 Sue J. Hodges, Esq.  
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6 San Diego, CA 92130-4088

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# Central District Of California Claims Register

**8:08-bk-13150-RK James C Gianulias CASE CONVERTED on 07/02/2008**

**Judge:** Robert N. Kwan      **Chapter:** 11  
**Office:** Santa Ana            **Last Date to file claims:** 11/12/2008  
**Trustee:**                        **Last Date to file (Govt):**

<i>Creditor:</i> (20798510) DAIMLER TRUST SUCCESSOR TO DCFS TRUST	<b>Claim No: 6</b> <i>Filed:</i> 09/22/2008 <i>Entered:</i> 09/22/2008	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Mroczynski, Randall <i>Modified:</i>
Unsecured claimed: \$75894.20 <b>Total      claimed: \$75894.20</b>		
<i>History:</i>  <a href="#">6-1</a> 09/22/2008 Claim #6 filed by DAIMLER TRUST SUCCESSOR TO DCFS TRUST , total amount claimed: \$75894.2 (Mroczynski, Randall)		
<i>Description:</i> (6-1) 2007 Mercedes Benz S65; VIN WDDNG79X27A103571		
<i>Remarks:</i>		

## Claims Register Summary