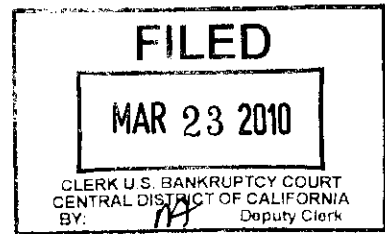


ORIGINAL



1 KATTEN MUCHIN ROSENMAN LLP
2 Joshua D. Wayser (SBN: 152711)
3 2029 Century Park East
4 Suite 2600
5 Los Angeles, CA 90067-3012
6 Telephone: (310) 788-4400
7 Facsimile: (310) 788-4471

8 Attorneys for U.S. Bank National Association, a national banking association, as successor-in-
9 interest to the Federal Deposit Insurance Corporation, Receiver for California National Bank
10 **UNITED STATES BANKRUPTCY COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

12 In re:
13 James C. Gianulias,
14 Debtor and Debtor-in-Possession.

Case No. 8:08-bk-13150-RK

[Jointly Administered with
Case No. 8:08-bk-13151-RK]

Chapter 11

15 Cameo Homes, a California corporation,
16 Debtor and Debtor-in-Possession.

**TRANSFER OF CLAIM OTHER THAN
FOR SECURITY**

17 RELATES TO JAMES C. GIANULIAS

18 **TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

19 A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).

20 Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bank. P., of the
21 transfer, other than for security of the claim referenced in this evidence and notice.

22 TRANSFEREE:*

TRANSFEROR:

23 U.S. Bank National Association, a
24 national banking association, as
25 successor-in-interest to the Federal
26 Deposit Insurance Corporation, Receiver
27 for California National Bank
28 c/o Joshua D. Wayser, Esq.
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067

Federal Deposit Insurance
Corporation, Receiver for
California National Bank
c/o Joshua D. Wayser, Esq.
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067

1 Name and address where notices
2 to Transferee should be sent:

3 Joshua D. Wayser, Esq.
4 Katten Muchin Rosenman LLP
5 2029 Century Park East, Suite 2600
6 Los Angeles, CA 90067

Name and address where notices to
Transferor should be sent:

Joshua D. Wayser, Esq.
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067

7 Court Claim No.: 21-1 (incomplete Proof of Claim see #22) and 22-1. A copy of the Filed Proof
8 of Claim is attached hereto as Exhibit 1.

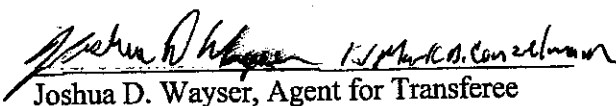
9 Claim Amount: \$21,553,014.25**

10 Date Claim Filed: November 5, 2008

11 I declare under penalty of perjury that the information provided in this notice is true correct
12 to the best of my knowledge and belief.

13 Dated: March 15, 2010

Katten Muchin Rosenman LLP


Joshua D. Wayser, Agent for Transferee

14 *See Attached Rider

15 **Plus accruing interest and fees

Katten

Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067-3024
310.788.4400 tel 310.788.4471 fax

RIDER TO TRANSFER OF CLAIM OTHER THAN FOR SECURITY

On October 30, 2009, the Federal Deposit Insurance Corporation closed California National Bank ("Cal National") and the assets of Cal National were assigned to U.S. Bank National Association ("U.S. Bank"). A copy of the Purchase and Assumption Agreement – Whole Bank – All Deposits dated October 30, 2009 is attached hereto as Exhibit 2 and incorporated herein by this reference.

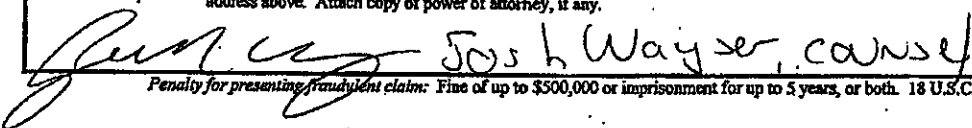
Katten

Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067-5012
310.784.4000 | 310.784.4716

Exhibit 1

Case 8:08-bk-13150-RK Claim 21-1 Filed 11/05/08 Desc Main Document Page 1
of 1

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT Central District of California		PROOF OF CLAIM
Name of Debtor: James Chris Gianulias		Case Number: 08-13150
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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): California National Bank		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Joshua D. Wayser Katten Muchin Rosenman LLP 2029 Century Park East Los Angeles, California 90067-3012 Telephone number: (310) 788-4400		Court Claim Number: (If known)
Name and address where payment should be sent (if different from above):		Filed on: _____
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.
1. Amount of Claim as of Date Case Filed: \$ 21,553,014.25		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
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: See attached Riders (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: _____		<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).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).
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"/> 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).
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"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of 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:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(). Amount entitled to priority: \$ _____
Date: 11/5/08 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.  Joshua D. Wayser, counsel		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

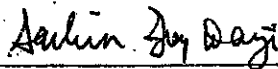
**Due to Volume Exhibits and Riders
Intentionally Left Off But
Are Available Upon Request to
Mark D. Conzelmann at
mark.conzelmann@kattenlaw.com or
312-902-5251**

Exhibit 2

CERTIFICATION

To Whom It Concerns:

I, Sachin Jay Darji, certify that the attached excerpt (five pages) is a true and correct copy and excerpt from the "Purchase and Assumption Agreement - Whole Bank - All Deposits" dated as of October 30, 2009 by and among the Federal Deposit Insurance Corporation, Receiver of California National Bank, Los Angeles, California (the "Receiver"), U.S. Bank National Association (the "Assuming Bank") and the Federal Deposit Insurance Corporation acting in its corporate capacity (the "Corporation") with respect to the assets and other matters of California National Bank (the "Failed Bank").



Sachin Jay Darji
Vice President and Senior Corporate
Counsel - Special Assets
U.S. Bank National Association
U.S. Bancorp Center, BC-MN-H21R
800 Nicollet Mall, 21st Floor
Minneapolis, MN 55402
Phone: (612) 303-7438
E-mail: sachin.darji@usbank.com

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PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

ALL DEPOSITS

AMONG

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF CALIFORNIA NATIONAL BANK,
LOS ANGELES, CALIFORNIA**

FEDERAL DEPOSIT INSURANCE CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION

DATED AS OF

OCTOBER 30, 2009

PURCHASE AND ASSUMPTION AGREEMENT

WHOLE BANK

ALL DEPOSITS

THIS AGREEMENT, made and entered into as of the 30th day of October, 2009, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of CALIFORNIA NATIONAL BANK, LOS ANGELES, CALIFORNIA** (the "Receiver"), **U.S. BANK NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Minneapolis, Minnesota (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

WITNESSETH:

WHEREAS, on Bank Closing, the Chartering Authority closed **CALIFORNIA NATIONAL BANK** (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

WHEREAS, the Assuming Bank desires to purchase certain assets and assume certain deposit and other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

"Accounting Records" means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

"Acquired Subsidiaries" means Subsidiaries of the Failed Bank acquired pursuant to Section 3.1.

"Affiliate" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

"Agreement" means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

"Assets" means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

"Assumed Deposits" means Deposits.

"Bank Closing" means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution. 10/30/09

"Bank Premises" means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, that are owned or leased by the Failed Bank and that have formerly been utilized, are currently utilized, or are intended to be utilized in the future by the Failed Bank as shown on the Accounting Records of the Failed Bank as of Bank Closing.

"Book Value" means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Receiver for differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the

plans, if any, unless the Receiver and the Assuming Bank agree otherwise subsequent to the date of this Agreement.

ARTICLE III PURCHASE OF ASSETS

3.1 Assets Purchased by Assuming Bank. With the exception of certain assets expressly excluded in Sections 3.5 and 3.6, the Assuming Bank hereby purchases from the Receiver, and the Receiver hereby sells, assigns, transfers, conveys, and delivers to the Assuming Bank, all right, title, and interest of the Receiver in and to all of the assets (real, personal and mixed, wherever located and however acquired) including all subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated, of the Failed Bank whether or not reflected on the books of the Failed Bank as of Bank Closing. Schedules 3.1 and 3.1a attached hereto and incorporated herein sets forth certain categories of Assets purchased hereunder. Such schedule is based upon the best information available to the Receiver and may be adjusted as provided in Article VIII. Assets are purchased hereunder by the Assuming Bank subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Bank includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding Section 4.8, the Assuming Bank specifically purchases all mortgage servicing rights and obligations of the Failed Bank.

3.2 Asset Purchase Price.

(a) All Assets and assets of the Failed Bank subject to an option to purchase by the Assuming Bank shall be purchased for the amount, or the amount resulting from the method specified for determining the amount, as specified on Schedule 3.2, except as otherwise may be provided herein. Any Asset, asset of the Failed Bank subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the Failed Bank prior to June 5, 2009 shall be purchased at a price of zero.

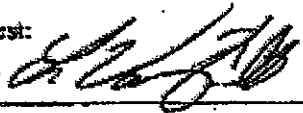
(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Bank shall be the market value thereof as of Bank Closing, which market value shall be (i) the market price for each such security quoted at the close of the trading day effective on Bank Closing as published electronically by Bloomberg, L.P., or alternatively, at the discretion of the Receiver, IDC/Financial Times (FT) Interactive Data; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/bid request by the Receiver (unless a different time period is agreed to by the Assuming Bank and the Receiver) and the Receiver, in its sole discretion will accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Bank, each such

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF CALIFORNIA NATIONAL BANK,
LOS ANGELES, CALIFORNIA**

BY: 
NAME: Robert Schoppe
TITLE: Receiver-in-Charge

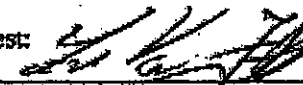
Attest:



FEDERAL DEPOSIT INSURANCE CORPORATION

BY: 
NAME: Robert Schoppe
TITLE: Attorney-in-Fact

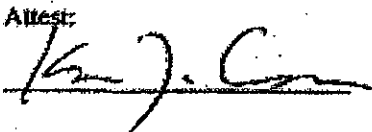
Attest:



U.S. BANK NATIONAL ASSOCIATION

BY: 
NAME: Richard C. Hartmann
TITLE: Vice Chairman

Attest:



In re: James C. Gianulias, Debtor(s).	CHAPTER 11 Bk No. 8:08-13150-RK
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

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

525 W. Monroe Street
Chicago, IL 60661-3693

A true and correct copy of the foregoing document described as **Transfer of Claim other than For Security**, 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:

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 **March 15, 2010** 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:

John B. Acierno – ecfcacb@piteduncan.com
Jess R. Bressi – jbressi@luce.com
Frank Cadigan – ustregion16.sa.ecf@usdoj.gov
Jon Chatalian – efile@pbgc.gov
Paul Couchot – pcouchot@winthropcouchot.com
Mellissa Davis – mdavis@shblp.com
Susan Davis – sdavis@coxcastle.com
Daniel Denny – ddenny@gibsondunn.com
Lei Lei Wang Ekvall – lekvall@wglp.com
David Eldan – deldan@pmcos.com
Alan Friedman – afriedman@irell.com
Jose Garcia – ecfcacb@piteduncan.com
Beth Gaschen – bgaschen@wglp.com
Robert Goe – kmurphy@goeforlaw.com
Michael Hauser – michael.hauser@usdoj.gov
Whitman Holt – wholt@stutman.com
Marsha A. Houston – mhouston@reedsmith.com
John Immordino – john.immordino@wilsonelser.com
Lance Jurich – ljurich@loeb.com
Donna LaPorte – vcorbin@wrightlegal.net
Daniel Lev – dlev@sulmeyerlaw.com
Kerri Lyman – klyman@irell.com
David Makkabi – cmartin@pprlaw.net
Robert Martinez – rmartinez@mclex.com
Andrew Mauthe – mauthelaw@attglobal.net
Ellissa Miller – emiller@sulmeyerlaw.com
Randall Mroczynski – randym@cookseylaw.com
Mike Nue – mneue@thelobelfirm.com
Penelope Parmes – pparmes@rutan.com
Mark Pfeuffer – efile@pbgc.gov
Steven Polard – spolard@perkinscoite.com
Hamid Rafatjoo – hrafatjoo@pszilaw.com
Cassandra Richey – cmartin@pprlaw.net

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

In re: James C. Gianulias, Debtor(s).	CHAPTER 11 Bk No. 8:08-13150-RK
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Christopher Rivas – crivas@reedsmith.com
Martha Romero – romero@mrromerolawfirm.com
Anthony Rothman – anthony@arothmanlaw.com
Victor Sahn – vsahn@sulmeyerlaw.com
John Schlotter – bkmail@mrdefault.com
Mark Schnitzer – mschnitzer@hrlaw.com
Leonard Shulman – lschulman@schblp.com
Timothy Silverman – tim@sqsslaw.com
Derrick Talerico – dtalerico@loeb.com
James Till – jtill@milbank.com
Matthey Walker – matthew.walker@pillsburylaw.com
Joshua Wayser – joshua.wayser@kattenlaw.com
Steven Werth – swerth@sulmeyerlaw.com
John Wunsch – sandra.G.mcmasters@wellsfargo.com

☐ Service information continued on attached page

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

On _____, 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 mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

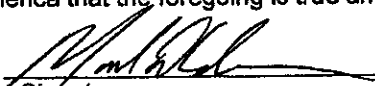
III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service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

☐ Service information continued on attached page

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

March 15, 2010
Date

Mark D. Conzelmann
Type Name


Signature