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James C. Gianulias ("Gianulias") and Cameo Homes ("Cameo"), the debtors and debtors-in-possession in these substantively-consolidated cases (together, the "Debtors"), hereby file this reply (the "Reply") to the Lucas Entities Conditional Non-Opposition to Debtors' Motion for Order Approving Third Amended Disclosure Statement for Debtors' Third Amended Chapter 11 reorganization Plan Dated May 12, 2010 (the "Conditional Non-Opposition"). 1

In the Conditional Non-Opposition, the Lucas Entities raise three issues. First, the Lucas Entities request that the notice of the hearing on plan confirmation (the "Confirmation Notice") contain certain Findings set forth in the Security Agreement. The Debtors have agreed to this request and incorporated such Findings into the Confirmation Notice, a copy of which is attached hereto as Exhibit 1.

Second, the Lucas Entities note that certain documents, including the order approving the Disclosure Statement (the "Disclosure Statement Order"), were not attached to the Third Amended Disclosure Statement filed on May 12, 2010. The Debtors circulated the Disclosure Statement Order to several parties, including counsel for the Lucas Entities, on May 17, 2010. The Debtors have also provided counsel for the Lucas Entities with copies of the requested Schedules and Exhibits to the Security Agreement, except for the Confirmation Order (Exhibit D to the Security Agreement). The Debtors intend to circulate the Confirmation Order, which will contain the Findings set forth in the Confirmation Notice, prior to the hearing on confirmation of the Plan and will work with the Lucas Entities and other parties in interest to reach a consensual form of Confirmation Order.

Finally, the Lucas Entities request that the Debtors and the Committee agree that the Plan Documents can in no way be modified, changed or amended without the express consent of the Lucas Entities or order of this Court. The Debtors have been and will continue to work with the Lucas Entities, the Committee and other parties-in-interest to consensually resolve all disputes with respect to the Plan and the Plan Documents. However, the Debtors cannot at this time agree not to make any changes to the Plan Documents without the express consent of the Lucas Entities.

¹ Capitalized terms not otherwise defined in this Reply shall have the meaning set forth in the Conditional Non-Opposition.

Although the Debtors believe that the Plan Documents are final, changes to the Plan and/or the Plan Documents may be required in order to successfully confirm the Plan. To the extent that that changes to the Plan Documents are necessary, the Debtors will inform the Lucas Entities of such changes and confer with the Lucas Entities in an effort to consensually resolve any disputes. 5 Further, to the extent that any changes are required, the Debtors will comply with the provisions set forth in the Bankruptcy Code concerning plan modifications. Therefore, the Debtors submit 7 that it is not appropriate to require the Debtors to obtain the express consent of the Lucas Entities 8 prior to modifying the Plan Documents. 9 Based on the foregoing, the Debtors respectfully request that the Court overrule 10 Conditional Non-Opposition to the extent necessary and enter an order approving the Third 11 Amended Disclosure Statement. 12 **IRELL & MANELLA LLP** 13 DATED: May 18, 2010 14 15 Kerri A. Lyman 16 IRELL & MANELLA LLP 17 Attorneys for Debtors and 18 **Debtors-in-Possessions** 19 -and-20 William N. Lobel 21 Mike D. Neue THE LOBEL FIRM, LLP 22 Attorneys for Debtors and 23 Debtors-in-Possession 24 25 26 27 28

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Attorneys for Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re JAMES C. GIANULIAS, and CAMEO HOMES, a California corporation,	 Case No. SA 08-13150-RK [Substantively Consolidated With: Case No. 8:08-bk-13151-RK] Chapter 11
Debtors and Debtors-in-Possession.)) NOTICE OF: (1) ORDER: (1) APPROVING DISCLOSURE) STATEMENT; (2) APPROVING NOTICE PROCEDURES; (3) ESTABLISHING CONFIRMATION PROCEDURES AND DEADLINES; AND (4) ESTABLISHING CERTAIN BAR DATES
	 (2) HEARING ON CONFIRMATION OF THE DEBTORS' THIRD AMENDED PLAN OF REORGANIZATION (DATED MAY 12, 2010)
	(3) LAST DAY TO CAST BALLOTS ACCEPTING OR REJECTING THE DEBTORS' THIRD AMENDED PLAN OF REORGANIZATION (DATED MAY 12, 2010)
	 (4) LAST DATE FOR FILING WRITTEN OBJECTIONS TO THE DEBTORS' THIRD AMENDED PLAN OF REORGANIZATION (DATED MAY 12, 2010)
	(5) LAST DATE FOR DEBTORS TO FILE DECLARATION WITH RESPECT TO BALLOT TALLY
	Plan Confirmation Hearing Date: June 30, 2010 Time::00 p.m. Place: Courtroom 5D 411 West Fourth Street Santa Ana, CA 92701

TO THE OFFICE OF THE UNITED STATES TRUSTEE, ALL CREDITORS AND PARTIES-IN-INTEREST:

PLEASE TAKE NOTICE that on May 19, 2010, the Bankruptcy Court entered an order approving the Debtors' Third

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Amended Disclosure Statement Regarding Debtors' Third Amended Plan of Reorganization (Dated May 12, 2010), (the "<u>Disclosure Statement</u>") filed by James C. Gianulias ("<u>Gianulias</u>") and Cameo Homes ("<u>Cameo</u>"), the debtors and debtors-in-possession in these substantively-consolidated cases (together, the "<u>Debtors</u>"). The Disclosure Statement relates to the Debtors' Third Amended Plan of Reorganization (Dated May 12, 2010), (the "<u>Plan</u>").

Transmitted herewith are copies of the following:

- (1) The Plan;
- (2) The Disclosure Statement; and
- (3) Order Approving the Disclosure Statement.

If you are entitled to vote to accept or reject the Plan, also included herewith is:

(3) A ballot for the acceptance or rejection of the Plan.

You may request copies of the Plan, Disclosure Statement, the Order approving the Disclosure Statement, and other materials by contacting the Debtors' counsel in writing at Irell & Manella LLP, Attn: Lori Gauthier, Paralegal, 840 Newport Center Drive, Suite 400, Newport Beach, CA 92660-6324, Facsimile: (949) 760-5200, Email: lgauthier@irell.com. Requests for copies of the Plan and the Disclosure Statement shall be honored only if made in writing and mailed, delivered, or transmitted via fax, or e-mailed to the addresses set forth in this paragraph.

THE HEARING FOR CONSIDERATION OF THE PLAN AND ANY OBJECTIONS THAT MAY BE MADE TO THE CONFIRMATION OF THE PLAN WILL BE HELD ON JUNE 30, 2010, AT _____:00 P.M. (PDT), BEFORE THE HONORABLE ROBERT KWAN, UNITED STATES BANKRUPTCY JUDGE, IN COURTROOM 5D OF THE ABOVE-ENTITLED COURT, LOCATED AT THE RONALD REAGAN FEDERAL BUILDING, AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701.

BY ORDER OF THE COURT, WRITTEN BALLOTS ACCEPTING OR REJECTING THE PLAN MUST BE ACTUALLY RECEIVED BY THE DEBTORS' BANKRUPTCY COUNSEL ON OR BEFORE <u>JUNE 21, 2010, AT 4:00 P.M. (PDT)</u>.

PLEASE TAKE FURTHER NOTICE that, June 21, 2010 at 4:00 p.m. (PDT), is the last date and time for filing and serving, pursuant to Rule 3020(b)(1) of the Federal Rules of Bankruptcy Procedure, written objections to confirmation of the Plan. Any creditor or interested party who wishes to object to the Plan must file a written objection with the Clerk of the Bankruptcy Court, located at 411 West Fourth Street, Suite 2030, Santa Ana, CA 92701. Such objection must also be served, such that any objection is received by no later than 4:00 p.m. (PDT), on June 21, 2010, upon counsel for the Debtors at the addresses located in the upper left-hand corner of this Notice, counsel for the Official Committee of Unsecured Creditors, Victor A. Sahn, Esq. and Elissa Miller, Esq., SulmeyerKupetz, 333 South Hope Street, 35th Floor, Los Angeles, CA 90071-1406, and the Office of the United States Trustee, Attn: Michael Hauser, located at 411 West Fourth Street, Suite 9041, Santa Ana, CA 92701-8000. Any objections to the Plan not filed and served as set forth herein may be deemed waived.

PLEASE TAKE FURTHER NOTICE that, June 28, 2010, is fixed as the last day on which the Debtors shall file their ballot tally with this Court.

PLEASE TAKE FURTHER NOTICE that the Debtors will incorporate the following findings into the confirmation order and will ask the Bankruptcy Court to make the following findings in connection with confirmation of the Plan:

- (1) The Collateral is the sole and separate property of each of the Grantors, and Grantors have all right, title and interest in and to, and subject to the provisions of Section 4(e) above, Grantors are the legal and beneficial owner of, the Collateral, free from any Liens of any kind, other than the security interest created [in the Security Agreement] and the Priority Claims.
- (2) [The Security Agreement] and the other Security Documents, including, without limitation, any instrument, document or agreement required hereunder or thereunder, when delivered, will constitute, legal, valid and binding

¹ Capitalized terms not defined herein shall have the meaning set forth in the Plan or the related Plan Documents.

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obligations of each Grantor and Grantors, taken as a whole, enforceable against it and them in accordance with their respective express written terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

- (3) No additional consent or approval is required in connection with [the Security Agreement], the Notes, the other Security Documents, and the transactions contemplated [in the Security Agreement] and therein.
- (4) The Security Documents do not provide for the grant of a security interest in the Ownership Interests in the Portfolio and/or Intermediate Entities or real estate held by the Portfolio Entities.
- (i) Pursuant to the Plan, Debtors are issuing to the Secured Party two promissory notes: (1) the Cash Flow Note, which is secured as described in [the Security Agreement], and (2) the Secondary Note, which is unsecured.
- (ii) The Cash Flow Note is secured by means of a grant of a security interest in certain Collateral, which Collateral consists of all distributions received by Debtors in connection with the Ownership Interests held by Debtors in the Portfolio Entities and the Intermediate Entities, as well as certain claims, deposits, prepayments, refunds, rebates, causes of action, rights of recovery, rights of setoff and rights of recoupment relating to such distributions, and all substitutions, replacements, products derived or attributable with respect to any of the above-mentioned, and proceeds from any and all of the foregoing.
- (iii) Neither the Security Agreement nor any other Security Document (1) grants a security interest in or other lien upon all or any part of the Ownership Interests held by Debtors in the Portfolio Entities and/or Intermediate Entities, (2) assigns, transfers or creates by its terms any lien on all or any part of the Ownership Interests of Debtors in the Portfolio Entities and Intermediate Entities, or (3) grants the Secured Party any security interest or lien of whatsoever kind in any real property owned by any Portfolio Entity. The Official Committee of Unsecured Creditors ("Creditors' Committee") and the Debtors, for themselves and for their respective successors and assigns, including any trustees that may be appointed in either or both of the Cases, acknowledge that, to the extent the Term Sheet (the "Term Sheet") purported to provide for a grant of any collateral, beyond what is actually granted in the Security Documents, the Security Documents (as interpreted in this section [of the Security Agreement]) shall control.
- Debtors and the Creditors' Trust are bound by the terms and conditions of the Plan and the Security Documents; the Debtors, and other partners, members and owners in the Portfolio Entities and Intermediate Entities (the "Other Owners") are bound by such entities' operative Governing Documents. The Security Documents do not bind the other Owners because the Other Owners are not parties to the Security Documents; in a similar vein, the Governing Documents do not bind the Creditors' Trust because it is not a party to such documents. In particular, the Security Documents do not grant the Creditors' Trust any right to be admitted as an owner, partner or member of any Portfolio Entity or Intermediate Entity, or to participate in any manner in the decision-making process, management and/or operations, of any Portfolio Entity or Intermediate Entity, including, without limitation, any right to vote or otherwise participate in decisions regarding the assets of the Portfolio Entities or Intermediate Entities. The Creditors' Trust and the Debtors understand that the Other Owners are not waiving any right to object to any action taken by the Creditors' Trust in the future, including without limitation any effort to intervene in any way with partnership/company operations and decision making, and that the Other Owners are specifically reserving the right to challenge any such action and to prevent the same and/or have the same declared void, just as the Other Owners should recognize that the Creditors' Trust is not waiving any right to object to any action taken by Debtors and/or the Other Owners now or in the future relating to the terms and conditions of the Security Documents, including, without limitation, any effort to intervene in any way with the terms and conditions of the Security Documents and the obligations of the parties thereto, and that the Creditors' Trust is specifically reserving the right to challenge any such action and to prevent the same and/or have the same declared void.
- (6) The Security Documents, in addition to providing for a lien on distributions paid to Debtors and/or deposited into the Control Account, do place certain obligations on Debtors with respect to any sale, transfer or assignment by Debtors of any interest in the Ownership Interests (but not interests of the Other Owners). These obligations are designed to, among other things, protect the rights and remedies granted to the Creditors' Trust under the Security Documents to receive payments under the Cash Flow Note from certain payments made to Debtors in connection with the ownership, sale, transfer, assignment or financing of the Ownership Interests. To be clear, however, the consent of the Creditors' Trust is not required under the Security Documents for any sale, transfer or refinance of any of the assets now or hereafter owned by the Portfolio Entities or Intermediate Entities, including, without limitation, any real property owned or held by any Portfolio Entity. Those obligations

Exhibit ______

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would also not prohibit any transfers of Ownership Interests that are required to be made by Debtors to Other Owners under the Governing Documents.

- Any Sale Transaction with respect to Ownership Interests shall require the prior written consent of the Trustee, which consent shall not be unreasonably withheld, except that the Trustee shall not have any right to consent to (a) the dilution or transfer of an Ownership Interest resulting from a Capital Call Transaction or (b) the sale, transfer and/or assignment (and not encumbrance) of an Ownership Interest to any Other Owner(s) in instances in which such sale, transfer and/or assignment is (i) solely initiated by an Other Owner(s) pursuant to any right of an Other Owner(s) to purchase the Ownership Interest of a Debtor under any Governing Document or (ii) not initiated by the Debtor but is required by the Governing Documents; provided such sale, transfer and/or assignment is effected pursuant to and in accordance with the terms and conditions of such Governing Document; provided, further that the exceptions set forth in subsections (a) and (b) above shall not apply to any Ownership Interest in River Knolls, LP, a California limited partnership, River Knolls, LLC, GVSC, LP, a California limited partnership, and Grass Valley Shopping Center, LLC.
- The consent of the Secured Party is not required to sell, transfer, assign, encumber, finance or refinance any asset or property (including, without limitation, real property) owned and/or held by any Portfolio Entity or Intermediate Entity. Secured Party will remove the Negative Pledge of record within seven (7) days of written request, if provided with evidence that a lender alleges the same is a default, or evidence that removal is required by a proposed lender in connection with refinance of a property owned by a Portfolio Entity or Intermediate Entity; provided, however, that Debtor and Secured Party hereby agree that the removal of the Negative Pledge of record shall not impair, amend, modify or otherwise affect the provisions set forth in the Negative Pledge.

Dated:	May		2010	
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THE LOBEL FIRM, LLP

-and-

IRELL & MANELLA LLP

By:

Alan J. Freidman Kerri A. Lyman

Attorneys for Debtors and Debtors-in-Possession

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 business address is: 840 Newport Center Drive, Suite 400, Newport Beach, CA 92660-6324				
4567	The foregoing document described as DEBTORS' REPLY TO LUCAS ENTITIES CONDITIONAL NON-OPPOSITION TO DEBTORS' MOTION FOR ORDER APPROVING THIRD AMENDED DISCLOSURE STATEMENT FOR DEBTORS' THIRD AMENDED CHAPTER 11 REORGANIZATION PLAN DATED MAY 12, 2010 will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:				
8 9 10	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 May 18, 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: Service information continued on attached page				
11	II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity				
12 13 14	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.				
15	Service information continued on attached page				
16171819	III. <u>SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL</u> (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on <u>May 18</u> , 2010 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.				
20	SERVED VIA PERSONAL DELIVERY				
21	Chambers of Honorable Robert W. Kwan United States Bankruptcy Court				
22	411 W. Fourth Street Santa Ana, CA 92701				
23	Service information continued on attached page				
24					
25	I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.				
26	5/18/2010 Lori Gauthier /s/ Lori Gauthier				
27	Date Type Name Signature				
28					
	DEBTORS' REPLY TO LUCAS ENTITIES CONDITIONAL NON-OPPOSITION TO DEBTORS'				

1 TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") 2 John B Acierno ecfcacb@piteduncan.com jbressi@luce.com Jess R Bressi 3 frank.cadigan@usdoj.gov Frank Cadigan Jon M Chatalian efile@pbgc.gov, chatalian.jon@pbgc.gov 4 Sean T Cork scork@ssd.com pcouchot@winthropcouchot.com, 5 Paul J Couchot pj@winthropcouchot.com;sconnor@winthropcouchot.com 6 mdavis@shbllp.com Melissa Davis Susan S Davis sdavis@coxcastle.com 7 Daniel Denny ddenny@gibsondunn.com lekvall@wgllp.com Lei Lei Wang Ekvall 8 malvarado@pmcos.com, rpinal@pmcos.com David K Eldan afriedman@irell.com 9 Alan J Friedman ecfcacb@piteduncan.com Jose A Garcia 10 bgaschen@wgllp.com Beth Gaschen kmurphy@goeforlaw.com, Robert P Goe 11 rgoe@goeforlaw.com;mforsythe@goeforlaw.com Michael J Hauser michael.hauser@usdoj.gov 12 Whitman L Holt wholt@stutman.com mhouston@reedsmith.com 13 Marsha A Houston john.immordino@wilsonelser.com, raquel.burgess@wilsonelser.com John J Immordino 14 ljurich@loeb.com, kpresson@loeb.com Lance N Jurich Bradford Klein brad.e.klein@gmail.com 15 dlaporte@wrightlegal.net, bkgroup@wrightlegal.net Donna L La Porte dlev@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com Daniel A Lev 16 klyman@irell.com Kerri A Lyman cmartin@pprlaw.net 17 David F Makkabi rmartinez@mclex.com Robert C Martinez 18 Andrew K Mauthe mauthelaw@attglobal.net emiller@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com Elissa Miller 19 randym@cookseylaw.com Randall P Mroczynski mneue@thelobelfirm.com, csolorzano@thelobelfirm.com Mike D Neue 20 Penelope Parmes pparmes@rutan.com 21 spolard@perkinscoie.com Steven G Polard Timothy R Pomeroy tpomeroy@klinedinstlaw.com 22 hrafatjoo@pszjlaw.com, ataylor@venable.com;revey@venable.com Hamid R Rafatjoo cmartin@pprlaw.net Cassandra J Richey 23 Christopher O Rivas crivas@reedsmith.com Romero@mromerolawfirm.com Martha E Romero 24 anthony@arothmanlaw.com Anthony J Rothman 25 Victor A Sahn vsahn@sulmeyerlaw.com bkmail@mrdefault.com John D Schlotter 26 Mark C Schnitzer mschnitzer@rhlaw.com Leonard M Shulman lshulman@shbllp.com 27 tim@sgsslaw.com Timothy J Silverman Derrick Talerico dtalerico@loeb.com, kpresson@loeb.com;ljurich@loeb.com 28 DEBTORS' REPLY TO LUCAS ENTITIES CONDITIONAL NON-OPPOSITION TO DEBTORS'

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MOTION FOR ORDER APPROVING THIRD AMENDED DISCLOSURE STATEMENT FOR DEBTORS' THIRD

AMENDED CHAPTER 11 REORGANIZATION PLAN

1.	•	James E Till jtill@milbank.com, CSolorzano@thelobelfirm.com James E Till jtill@thelobelfirm.com, CSolorzano@thelobelfirm.com
2	•	United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov Matthew S Walker matthew.walker@pillsburylaw.com,
3		sue.hodges@pillsburylaw.com;pamela.breeden@pillsburylaw.com
4	•	Joshua D Wayser joshua.wayser@kattenlaw.com Steven Werth swerth@sulmeyerlaw.com, asokolowski@sulmeyerlaw.com
5	•	John H Wunsch sandra.g.mcmasters@wellsfargo.com
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