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**EXHIBIT 1**

1 William N. Lobel (SBN) wlobel@thelobelfirm.com  
Mike D. Neue (SBN) mneue@thelobelfirm.com  
2 THE LOBEL FIRM, LLP  
840 Newport Center Drive, Suite 750  
3 Newport Beach, California 92660  
Telephone: (949) 999-2860  
4 Facsimile: (949) 999-2870  
  
5 Alan J. Friedman (SBN. 132580) afriedman@irell.com  
Kerri A. Lyman (SBN. 241615) klyman@irell.com  
6 IRELL & MANELLA LLP  
840 Newport Center Drive, Suite 400  
7 Newport Beach, California 92660  
Telephone: (949) 760-0991  
8 Facsimile: (949) 760-5200  
  
9 Attorneys for Debtors and Debtors-in-Possession

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

11 In re  
12 JAMES C. GIANULIAS, and CAMEO HOMES, a  
13 California corporation,

14 Debtors and Debtors-in-Possession.

) Case No. SA 08-13150-RK  
) [Substantively Consolidated With:  
) Case No. 8:08-bk-13151-RK]  
) Chapter 11

14 **NOTICE OF:**

- 15 **(1) ORDER: (1) APPROVING DISCLOSURE**  
16 **STATEMENT; (2) APPROVING NOTICE**  
17 **PROCEDURES; (3) ESTABLISHING**  
18 **CONFIRMATION PROCEDURES AND**  
19 **DEADLINES; AND (4) ESTABLISHING**  
20 **CERTAIN BAR DATES**  
  
21 **(2) HEARING ON CONFIRMATION OF THE**  
22 **DEBTORS' FOURTH AMENDED PLAN OF**  
23 **REORGANIZATION (DATED MAY 27, 2010)**  
  
24 **(3) LAST DAY TO CAST BALLOTS**  
25 **ACCEPTING OR REJECTING THE DEBTORS'**  
26 **FOURTH AMENDED PLAN OF**  
27 **REORGANIZATION (DATED MAY 27, 2010)**  
  
28 **(4) LAST DATE FOR FILING WRITTEN**  
**OBJECTIONS TO THE DEBTORS' FOURTH**  
**AMENDED PLAN OF REORGANIZATION**  
**(DATED MAY 27, 2010)**  
  
**(5) LAST DATE FOR DEBTORS TO FILE**  
**DECLARATION WITH RESPECT TO BALLOT**  
**TALLY**

Plan Confirmation Hearing

Date: July 9, 2010

Time: 11:45 a.m..

Place: Courtroom 5D

411 West Fourth Street  
Santa Ana, CA 92701

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

3 **PLEASE TAKE NOTICE** that on or about May 28, 2010, the Bankruptcy Court entered an order approving  
4 the Debtors' Fourth Amended Disclosure Statement Regarding Debtors' Fourth Amended Plan of Reorganization  
5 (Dated May 27, 2010), (the "Disclosure Statement") filed by James C. Gianulias ("Gianulias") and Cameo Homes  
6 ("Cameo"), the debtors and debtors-in-possession in these substantively-consolidated cases (together, the "Debtors").  
7 The Disclosure Statement relates to the Debtors' Fourth Amended Plan of Reorganization (Dated May 27, 2010); (the  
8 "Plan").<sup>3</sup>

9 Transmitted herewith are copies of the following:

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

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

- 14 (4) A ballot for the acceptance or rejection of the Plan.

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

20 **THE HEARING FOR CONSIDERATION OF THE PLAN AND ANY OBJECTIONS THAT MAY**  
21 **BE MADE TO THE CONFIRMATION OF THE PLAN WILL BE HELD ON JULY 9, 2010, AT 11:45 A.M.**  
22 **(PDT), BEFORE THE HONORABLE ROBERT KWAN, UNITED STATES BANKRUPTCY JUDGE, IN**  
23 **COURTROOM 5D OF THE ABOVE-ENTITLED COURT, LOCATED AT THE RONALD REAGAN**  
24 **FEDERAL BUILDING, AT 411 WEST FOURTH STREET, SANTA ANA, CA 92701.**

25 **BY ORDER OF THE COURT, WRITTEN BALLOTS ACCEPTING OR REJECTING THE PLAN**  
26 **MUST BE ACTUALLY RECEIVED BY THE DEBTORS' BANKRUPTCY COUNSEL ON OR BEFORE**  
27 **JULY 2, 2010, AT 4:00 P.M. (PDT).**

28 **PLEASE TAKE FURTHER NOTICE** that, July 2, 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  
July 2, 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, **July 7, 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

<sup>3</sup> Capitalized terms not defined herein shall have the meaning set forth in the Plan or the related Plan Documents.

1 of the Plan (these findings are not exclusive and other customary findings of fact and conclusions of law will also be  
2 requested of the Court should the Plan be confirmed):

3 (1) The Collateral is the sole and separate property of each of the Grantors, and Grantors have  
4 all right, title and interest in and to, and subject to the provisions of Section 4(e) of the Security Agreement, 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.

5 (2) The Security Agreement and the other Security Documents, including, without limitation,  
6 any instrument, document or agreement required in connection therewith, when delivered, will constitute, legal, valid  
and binding obligations of each Grantor and Grantors, taken as a whole, enforceable against it and them in accordance  
7 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).

8 (3) No additional consent or approval is required in connection with the Security Agreement,  
9 the Notes, the other Security Documents, and the transactions contemplated therein.

10 (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.

11 (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.

12 (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  
13 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  
14 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.

15 (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  
16 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  
17 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,  
18 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 the Security Agreement) shall  
19 control.

20 (5) 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  
21 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,  
22 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  
23 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  
24 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  
25 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  
26 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  
27 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  
28 action and to prevent the same and/or have the same declared void.

1 (6) The Security Documents, in addition to providing for a lien on distributions paid to Debtors  
2 and/or deposited into the Control Account, do place certain obligations on Debtors with respect to any sale, transfer or  
3 assignment by Debtors of any interest in the Ownership Interests (but not interests of the Other Owners). These  
4 obligations are designed to, among other things, protect the rights and remedies granted to the Creditors' Trust under  
5 the Security Documents to receive payments under the Cash Flow Note from certain payments made to Debtors in  
6 connection with the ownership, sale, transfer, assignment or financing of the Ownership Interests. To be clear,  
7 however, the consent of the Creditors' Trust is not required under the Security Documents for any sale, transfer or  
8 refinance of any of the assets now or hereafter owned by the Portfolio Entities or Intermediate Entities, including,  
9 without limitation, any real property owned or held by any Portfolio Entity. Those obligations would also not prohibit  
10 any transfers of Ownership Interests that are required to be made by Debtors to Other Owners under the Governing  
11 Documents.

12 (7) Any Sale Transaction with respect to Ownership Interests shall require the prior written  
13 consent of the Trustee, which consent shall not be unreasonably withheld, except that the Trustee shall not have any  
14 right to consent to (a) the dilution or transfer of an Ownership Interest resulting from a Capital Call Transaction or (b)  
15 the sale, transfer and/or assignment (and not encumbrance) of an Ownership Interest to any Other Owner(s) in  
16 instances in which such sale, transfer and/or assignment is (i) solely initiated by an Other Owner(s) pursuant to any  
17 right of an Other Owner(s) to purchase the Ownership Interest of a Debtor under any Governing Document or (ii) not  
18 initiated by the Debtor but is required by the Governing Documents; provided such sale, transfer and/or assignment is  
19 effected pursuant to and in accordance with the terms and conditions of such Governing Document; provided, further  
20 that the exceptions set forth in subsections (a) and (b) above shall not apply to any Ownership Interest in River Knolls,  
21 LP, a California limited partnership, River Knolls, LLC, GVSC, LP, a California limited partnership, and Grass  
22 Valley Shopping Center, LLC.

23 (8) The consent of the Secured Party is not required to sell, transfer, assign, encumber, finance  
24 or refinance any asset or property (including, without limitation, real property) owned and/or held by any Portfolio  
25 Entity or Intermediate Entity. Secured Party will remove the Negative Pledge of record within seven (7) days of  
26 written request, if provided with evidence that a lender alleges the same is a default, or evidence that removal is  
27 required by a proposed lender in connection with refinance of a property owned by a Portfolio Entity or Intermediate  
28 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.

29 Dated: June 2010

THE LOBEL FIRM, LLP

-and-

IRELL & MANELLA LLP

By: \_\_\_\_\_

Alan J. Friedman

Kerri A. Lyman

Attorneys for Debtors and Debtors-in-Possession