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

12 In re) Case No. 8:08-bk-13150-RK
13 JAMES C. GIANULIAS and CAMEO)
HOMES, a California corporation,) Substantively Consolidated With:
14) Case No. 8:08-bk-13151-RK
15 Debtors and Debtors-in-Possession.) Chapter 11
16) **NOTICE OF MOTION AND MOTION TO**
17) **APPROVE SETTLEMENT AGREEMENT**
18) **BETWEEN JAMES C. GIANULIAS AND**
19) **CAMEO HOMES AND FAMILLE**
20) **HOLDINGS, L.P.; MEMORANDUM OF**
POINTS AND AUTHORITIES;
DECLARATION OF WILLIAM N. LOBEL
[No Hearing Required Pursuant to Local
Bankruptcy Rule 9013-1(o)(1)]

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

3 **PLEASE TAKE NOTICE** that James C. Gianulias (“Gianulias”) and Cameo Homes, the
4 debtors and debtors-in-possession in these substantively-consolidated cases (the “Debtors”),
5 hereby move the Court (the “Motion”) for an order approving a settlement between the Debtors,
6 on one hand, and Famille Holdings, L.P. (“Famille” and, together with the Debtors, the “Parties”),
7 on the other hand, on the terms and conditions set forth in the Settlement Agreement attached to
8 the Declaration of William N. Lobel (the “Lobel Declaration”) as Exhibit “1” (the “Settlement
9 Agreement”). A proposed order approving this Motion and the Settlement Agreement, the form of
10 which has been agreed to by the Parties, is attached to the Lobel Declaration as Exhibit “2.”

11 The proposed settlement provides for Famille to be entitled to a single general unsecured
12 claim in the allowed amount of \$12,500,000 in each of Case No. 8:08-bk-13150-RK and Case No.
13 8:08-bk-13151-RK (for a total of two claims against both estates), in exchange for the full and
14 final settlement and satisfaction of Famille’s non-dischargeability action (Adversary Proceeding
15 No. 8:08-ap-01387-RK) and Famille’s proof of claims (Claim No. 18 in Case No. 8:08-bk-13150-
16 RK; and Claim No. 12 in Case No. 8:08-bk-13151-RK), dismissal of such non-dischargeability
17 action, and mutual releases by and between the Parties. As discussed in detail in the Motion, the
18 Debtors believe that the Settlement Agreement is in the best interests of the estate because of the
19 Debtors’ underlying evaluation of the merits of the litigation, the settlement provides an
20 immediate resolution of the non-dischargeability actions, it is a critical and necessary element in
21 Debtors’ plan of reorganization, and it avoids the expense, uncertainty, and delay incident to the
22 litigation process.

23 This Motion is based upon the Motion and its exhibits, the attached Memorandum of
24 Points and Authorities and the Lobel Declaration in support thereof, all pleadings, records and
25 files in this action and such additional arguments and evidence that may be presented to this Court
26 at, or prior to, any hearing on this Motion, if a hearing is requested.

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1 The Debtors respectfully request that the Court enter an order approving the Settlement
2 Agreement in the form attached to the Lobel Declaration as Exhibit "2," and grant such other and
3 further relief as the Court deems just and proper.

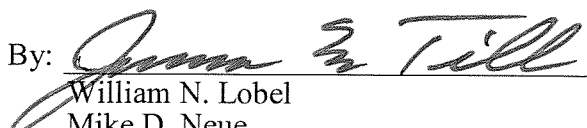
4 **PLEASE TAKE FURTHER NOTICE** that pursuant to Rule 9013-1(o)(1) of the Local
5 Bankruptcy Rules, any party opposing the Motion must file a written response and request for
6 hearing with the Bankruptcy Court, and serve such response upon counsel for the Debtor at the
7 addresses set forth in the upper left-hand corner of the first page of this Notice and the Office of
8 the United States Trustee, 411 W. Fourth Street, #9041, Santa Ana, CA 92701-4593, within fifteen
9 (15) days after the date of the service of this notice.

10 **PLEASE TAKE FURTHER NOTICE** that pursuant to Rule 9013-1(h) of the Local
11 Bankruptcy Rules, failure to timely file and serve a response or objection to the Motion or to
12 request a hearing on the Motion may be deemed to constitute consent to the relief requested in this
13 Motion.

14 Dated: June st 1, 2010

Respectfully submitted,

THE LOBEL FIRM, LLP

16 By: 
17 William N. Lobel
18 Mike D. Neue
19 James E. Till
Special Counsel to Debtors
and Debtors-in-Possession

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The Debtors seek approval of the fourth of four settlements relating to the alleged non-dischargeability of debts. The first three settlements involved claims by California National Bank (now U.S. Bank) and Wachovia Bank and were approved by court orders entered by the Court January 25, 2010, and February 3, 2010, respectively. The fourth and final settlement was reached in connection with the non-dischargeability complaint filed by Famille against Gianulias under 11 U.S.C. § 523, commencing Adversary Proceeding No. 8:08-ap-01387-RK, which complaint was filed on October 3, 2008 (the “Non-Dischargeability Action”).

The proposed settlement provides for Famille to be entitled to a single general unsecured claim in the allowed amount of \$12,500,000 in each of Case No. 8:08-bk-13150-RK and Case No. 8:08-bk-13151-RK (for a total of two claims), in exchange for the full and final settlement and satisfaction of Famille’s Non-Dischargeability Action and Famille’s proofs of claims (Claim No. 18 in Case No. 8:08-bk-13150-RK, and Claim No. 12 in 8:08-bk-13151-RK), mutual releases by and between Debtors and Famille, and dismissal of the Non-Dischargeability Action. As discussed in detail in the Motion, the Debtors believe that the Settlement Agreement is in the best interests of the estate because, of the four sets of non-dischargeability claims, those held by Famille appear to the Debtors to be the strongest, the settlement provides an immediate resolution of the Non-Dischargeability Action, it is a critical and necessary element to Debtors’ plan of reorganization, and it avoids the expense, uncertainty, and delay incident to the litigation process.

II.

STATEMENT OF FACTS

A. Background

On June 6, 2008, three creditors of Gianulias commenced an involuntary case against him under Chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”), thereby commencing case number 8:08-bk-13150-RK. Concurrently, the same three creditors commenced an involuntary chapter 7 case against Cameo Homes, a California corporation (“Cameo”), thereby

1 commencing case number 8:08-bk-13151-RK. On July 2, 2008 (the "Petition Date"), the United
2 States Bankruptcy Court for the Central District of California, Santa Ana Division (the
3 "Bankruptcy Court") entered Orders for Relief and converted the Debtors' cases to chapter 11
4 proceedings. On December 11, 2008, the Bankruptcy Court entered an order substantively
5 consolidating Cameo's chapter 11 estate into Gianulias' estate, effective as of June 6, 2008. Since
6 the commencement of the bankruptcy case, the Debtors have managed their affairs as debtors and
7 debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

8 **B. The Non-Dischargeability Action**

9 On October 3, 2008, Famille filed its Non-Dischargeability Action against Gianulias under
10 11 U.S.C. § 523, commencing Adversary Proceeding No. 8:08-ap-01387-RK.

11 **C. Famille's Proofs of Claim**

12 On or about November 4, 2008, Famille filed a proof of claim in each of the Gianulias
13 Bankruptcy Case and the Cameo Bankruptcy Case, the first in the amount of \$9,109,547.10
14 (Claim No. 18) (the "Gianulias Claim"), and the second in the amount of \$9,109,547.10 (Claim
15 No. 12) (the "Cameo Claim") (collectively, the "Gianulias Claim" and the "Cameo Claim" are
16 referred to herein as, the "Claims").

17 **D. Terms of the Settlement Agreement**

18 In order to resolve the matter without the need for further litigation, the Parties have agreed
19 to settle their disputes as follows:¹

20 1. Famille shall be entitled to a single general unsecured claim in the allowed amount
21 of \$12,500,000 in each of Case No. 8:08-bk-13150-RK and Case No. 8:08-bk-13151-RK, in full
22 and final settlement and satisfaction of the Non-Dischargeability Action and its Claims.

23 2. Famille agrees to dismiss the Non-Dischargeability Action with prejudice upon
24 final court approval of this Agreement pursuant to Bankruptcy Rule 9019 and a final order
25 confirming a plan of reorganization consistent with this Agreement and that certain "Binding
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28 ¹ The following is intended as a summary of the material terms of the Settlement Agreement. All interested parties are urged to read the Settlement Agreement in its entirety.

1 Term Sheet” signed on or about October 12, 2009 by the Debtors and the Official Committee of
2 Unsecured Creditors.

3 3. The Debtors and Famille each mutually releases the other, including all rights
4 under section 1542 of the California Civil Code.

5 The terms of the agreement of the Parties are set forth in the Settlement Agreement
6 attached to the Lobel Declaration as Exhibit “1.”

7 **III.**

8 **ARGUMENT**

9 **A. Standards for Approving Compromises**

10 Compromises in bankruptcy may be implemented pursuant to a motion for approval. *See*
11 *Fed. R. Bankr. P. 9019*. It is well established that bankruptcy courts favor compromises. *See In re*
12 *Lee Way Holding Co.*, 120 B.R. 881, 891 (Bankr. S.D. Ohio 1990). “The purpose of a
13 compromise agreement is to allow the trustee and the creditors to avoid the expenses and burdens
14 associated with litigating sharply contested and dubious claims.” *Martin v. Kane (In re A & C*
15 *Properties)*, 784 F.2d 1377, 1380-81 (9th Cir. 1986), *cert. denied*, *Martin v. Robinson*, 479 U.S.
16 854 (1986). This Court does not need to conduct an exhaustive investigation into the validity of
17 the merits of the claims that the parties seek to compromise. *See United States v. Alaska Nat’l*
18 *Bank (In re Walsh Const., Inc.)*, 669 F.2d 1325, 1328 (9th Cir. 1982). Rather, this Court need only
19 determine that the outcome of the claim’s litigation is open to reasonable doubt. *See Walsh*
20 *Const., Inc.*, 669 F.2d at 1328-29. Even if faced with objections, a bankruptcy court may still
21 approve a settlement if it is in the best interests of the bankruptcy estate and creditors. *See A&C*
22 *Prop.*, 784 F.2d at 1382.

23 When considering a motion to compromise, the Court should give substantial weight to the
24 trustee’s views as to the merits of the compromise and settlement. *See, e.g., Blair*, 538 F.2d at
25 851; *Vaughn v. Drexel Burnham Lambert Group, Inc.*, 134 B.R. at 496. Moreover, a compromise
26 should be approved if it falls above the “lowest point in the range of reasonableness.” *Cofoss v.*
27 *Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2nd Cir.), *cert. denied*, 464 U.S. 822 (1983),
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1 quoting *Newman v. Stein*, 464 F.2d 689, 693 (2nd Cir. 1972), *cert. denied sub nom. Benson v.*
2 *Newman*, 409 U.S. 1039 (1972).

3 The Ninth Circuit Court of Appeals has recognized that bankruptcy courts have wide
4 discretion in approving compromise agreements. *See A & C Prop.*, 784 F.2d at 1380-81. In
5 approving a compromise, a bankruptcy court must find that the compromise is fair and equitable.
6 *See id.* at 1381. The Ninth Circuit has identified four factors that a bankruptcy court should
7 consider in determining whether a proposed settlement agreement is fair and equitable:

8 (a) the probability of success in the litigation; (b) the difficulties, if any, to be
9 encountered in the matter of collection; (c) the complexity of the litigation
10 involved, and the expense, inconvenience and delay necessarily attending it; [and]
11 (d) the paramount interest of the creditors and a proper deference to their
12 reasonable views in the premises.

13 *Id.* (quoting *Lambert v. Flight Transp. Corp. (In re Flight Transp. Corp. Sec. Litig.)*, 730 F.2d
14 1128, 1135 (8th Cir. 1984), *cert. denied*, 469 U.S. 1207 (1985)); *Woodson v. Fireman's Fund Ins.*
15 *Co. (In re Woodson)*, 839 F. 2d 610, 620 (9th Cir. 1988).

16 **B. The Settlement Agreement Is Fair And Equitable And Should Be Approved By The**
17 **Court**

18 Application of the standard discussed above favors approving the compromises contained
19 in the Settlement Agreement. Although the Debtors believe that Gianulias has a reasonable
20 prospect of successfully defending the Non-Dischargeability Action, the Famille claims are the
21 strongest of the four non-dischargeability claims filed against the Debtor and the Debtors
22 recognize that there is always uncertainty involved in resolution of disputes through litigation.
23 Here, Famille is represented by able and competent counsel (Jess Bressi/Luce Forward Hamilton
24 & Scripps LLP) who vigorously litigated each aspect of the Non-Dischargeability Action.
25 Furthermore, trial of the Non-Dischargeability Action would involve a substantial amount of time,
26 resources and expense and, possibly would result in further substantial costs associated with any
27 appeal therefrom, without a guarantee of a favorable outcome for the estate.

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1 The Debtors believe that the Settlement Agreement is in the best interests of the estate
2 because it provides an immediate resolution of the Non-Dischargeability Action and, perhaps
3 more importantly, it is a critical and necessary element to Debtors' plan of reorganization since a
4 negative determination in the Non-Dischargeability Action would have a significant negative
5 impact on the Debtors' ability to propose a plan of reorganization that will satisfy, among other
6 requirements, the feasibility requirement of section 1129 of the Bankruptcy Code. For example, if
7 the Court determines that Famille's claims are non-dischargeable and thus survive Gianulias'
8 bankruptcy, Gianulias will have to commit significant assets toward paying off these non-
9 dischargeable claims post-confirmation. Such a result will not only injure Gianulias, but may
10 impede Gianulias' ability to make the payments he is obligated to make under the plan he has
11 agreed to with his creditors. Thus, a determination that Famille's claims are non-dischargeable
12 would threaten to undermine the settlement worked out with the Official Committee of Unsecured
13 Creditors (the "Committee"), as evidenced by the proposed Fourth Amended Plan of
14 Reorganization (dated May 27, 2010) set for confirmation on July 9, 2010. The settlement of the
15 Non-Dischargeability Action (as well as the other three, previously-settled California National
16 Bank and Wachovia non-dischargeability actions) was a critical component of the settlement with
17 the Committee, and the Committee does not object to the terms of this Settlement.

18 In light of all of the foregoing, the Debtors believe, in the exercise of their respective
19 business judgment, that the proposed Settlement Agreement is in the best interests of the estate
20 and its creditors. The assurance of the dismissal of the Non-Dischargeability Action, combined
21 with the avoidance of litigation expenses and delay, warrants approval of the Settlement
22 Agreement.

23 **C. This Court Has the Authority to Approve the Settlement Agreement Without a**
24 **Hearing**

25 Rule 9019 of the Federal Rules of Bankruptcy Procedure provides that "after notice and a
26 hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the
27 United States Trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other
28 entity as the court may direct." Section 102(1)(B) of the Bankruptcy Code provides that the

1 phrase ““after notice and a hearing,’ . . . authorizes an act without an actual hearing if . . . notice is
2 given properly and if . . . a hearing is not requested timely by a party in interest . . .” 11 U.S.C.
3 § 102(1)(B). Finally, a motion to approve a compromise pursuant to Bankruptcy Rule 9019 is not
4 contained in the list of matters that require a hearing and, therefore, is properly brought pursuant to
5 the notice and opportunity for a hearing procedures of Local Bankruptcy Rule 9013-1(o)(1).

6 The Parties do not anticipate any opposition to the Motion. Accordingly, if no party-in-
7 interest timely files an objection, this Court may grant the relief requested herein without the
8 necessity for a hearing.

9 **III.**

10 **CONCLUSION**

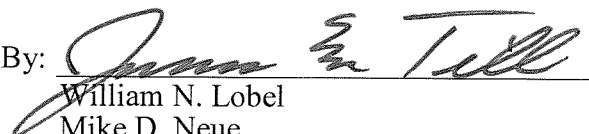
11 The Settlement Agreement is fair and equitable and in the best interests of the estate and its
12 creditors. Accordingly, the Debtors respectfully request that the Court enter an order approving
13 the Settlement Agreement in the form attached to the Lobel Declaration as Exhibit “2,” and grant
14 such other and further relief as the Court deems just and proper.

15 Dated: June 1st, 2010

Respectfully submitted,

16 THE LOBEL FIRM, LLP

17
18
19 By:



William N. Lobel

Mike D. Neue

James E. Till

Special Counsel to Debtors
and Debtors-in-Possession

DECLARATION OF WILLIAM N. LOBEL

I, William N. Lobel, hereby declare and state as follows:

1. I am a partner in the law firm of The Lobel Firm, LLP (the "Firm"), located at 840 Newport Center Drive, Suite 750, Newport Beach, California. I am an attorney at law, admitted to practice in all the courts of the State of California.

2. The Firm has been retained as Special Counsel to James C. Gianulias ("Gianulias") and Cameo Homes, the debtors and debtors-in-possession in these substantively-consolidated chapter 11 cases (the "Debtors").

3. Except where noted, I have personal knowledge of the facts stated herein, and would competently testify thereto if sworn as a witness, except as to those matters stated on information and belief, which I believe to be true.

4. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge. If I were called upon to testify, I could and would testify competently to the facts set forth herein.

5. This Declaration is filed in support of the Motion to Approve Settlement Agreement Between James C. Gianulias and Cameo Homes, and Famille Holdings, L.P. ("Famille") (the "Motion"). I have read the Motion and I believe that the information provided therein is materially accurate and complete, to the best of my knowledge. For the sake of brevity, I hereby incorporate by reference the procedural history and each of the factual statements set forth in the Motion. Capitalized terms utilized in this Declaration that are not otherwise defined shall have the meanings ascribed to them in the Motion.

6. By the Motion, I am requesting that the Court approve that certain Settlement Agreement between the Debtors, on the one hand, and Famille, on the other hand (the "Settlement Agreement"). A true and complete copy of the Settlement Agreement is attached hereto as Exhibit "1" and incorporated herein by this reference.

7. The Settlement Agreement has been negotiated with the best interests of the Debtor, its creditors, and the bankruptcy estate in mind. In order to secure a certain and speedy resolution of the action, the Parties have agreed to settle their disputes as follows:

- 1 a. Famille shall be entitled to a single general unsecured claim in the allowed
2 amount of \$12,500,000 in each of Case No. 8:08-bk-13150-RK and Case
3 No. 8:08-bk-13151-RK (two claims in total), in full and final settlement and
4 satisfaction of the Non-Dischargeability Action and its Claims.
- 5 b. This Agreement shall be accorded “most favored nations” status vis-à-vis
6 the other settlement agreements reached between and among the Debtors
7 and U.S. Bank National Association, a national banking association, as
8 successor-in interest to the Federal Deposit Insurance Corporation, as
9 Receiver for California National Bank (“U.S. Bank”) and Wachovia Bank,
10 N.A. (“Wachovia”), such that any revised or increased consideration or
11 other terms granted to U.S. Bank and/or Wachovia shall also be granted to
12 Famille.
- 13 c. Famille shall retain its existing deeds of trust on the French Valley 40 and
14 Murrieta Land 60 projects, which have not yet been foreclosed out by senior
15 lenders. Famille shall reconvey either of the deeds of trust upon payment of
16 \$1,000,000 per deed of trust through December 31, 2016.
- 17 d. If the French Valley 40 and Murrieta Land 60 projects are not sold by
18 December 31, 2011, Famille may foreclose upon such projects, and the
19 greater of the amount of its credit bid or successful third party bid shall be
20 credited to the gross amount of Famille's allowed claim. Notwithstanding,
21 Famille shall either foreclose upon or reconvey fully and unconditionally its
22 liens against one or both of such projects by no later than December 31,
23 2016. Upon any foreclosure of such projects, the Debtors, collectively or
24 singularly, shall be entitled to exercise any or all of their rights associated
25 with such projects, including, but not limited to causing the dissolution of
26 French Valley 40 and Murrieta Land 60.
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- 1 e. Any "release prices" received from a sale of French Valley 40 or Murrieta
2 Land 60 shall be applied dollar-for-dollar to reduce the gross amount of the
3 allowed claim.
- 4 f. Neither French Valley 40 nor Murrieta Land 60 shall be required to cure
5 unpaid back taxes, nor to maintain real property taxes in a current status to
6 avoid a real property tax sale. However, should either French Valley 40 or
7 Murrieta Land 60 not cure the back taxes and not maintain the real property
8 taxes in a current status, Famille may elect to not wait until December 31,
9 2011 to conduct a foreclosure sale but may proceed without further delay.
- 10 g. If Famille does not proceed with one or both of the foreclosures by May 30,
11 2010, Gianulias, French Valley 40 and/or Murrieta Land 60 shall promptly
12 file and pursue to completion appeals of the assessed valuations of the
13 French Valley 40 and Murrieta Land 60 projects.
- 14 h. The Debtors and Famille agree that French Valley 40 and Murrieta Land 60
15 each shall have a value of \$250,000 per asset (or the tax appraisal value,
16 whichever is less), for a total of \$500,000 (or less if tax appraisal is lower
17 than \$250,000 per asset).
- 18 i. Famille agrees to dismiss the Non-Dischargeability Action with prejudice
19 upon final court approval of this Agreement pursuant to Bankruptcy Rule
20 9019 and a final order confirming a plan of reorganization consistent with
21 this Agreement and that certain "Binding Term Sheet" signed on or about
22 October 12, 2009 by the Debtors and the Official Committee of Unsecured
23 Creditors.
- 24 j. The Debtors and Famille each mutually releases the other, including all
25 rights under section 1542 of the California Civil Code.

26 8. I believe that approval of the Settlement Agreement is in the best interests of the
27 estate and its creditors. Although Gianulias has a reasonable prospect of successfully defending
28 the Non-Dischargeability Action, the Famille claims are the strongest of the four non-

1 dischargeability claims filed against the Debtor and there is always uncertainty involved in
2 resolution of disputes through litigation. Famille is represented by able and competent counsel
3 (Jess Bressi/Luce, Forward, Hamilton & Scripps LLP) who vigorously litigated each aspect of the
4 Non-Dischargeability Action. Trial of the Non-Dischargeability Action would involve a
5 substantial amount of time, resources and expense and, possibly would result in further substantial
6 costs associated with any appeal therefrom, without a guarantee of a favorable outcome for the
7 estate.

8 9. The Settlement Agreement is in the best interests of the estate because it provides
9 an immediate resolution of the Non-Dischargeability Action, a necessary element in Debtors' plan
10 of reorganization, since a negative determination in the Non-Dischargeability Action would have a
11 significant negative impact on the Debtors' ability to propose and satisfy the obligations of a plan
12 of reorganization that will satisfy, among other requirements, the feasibility requirement of section
13 1129 of the Bankruptcy Code. A determination that Famille's claims are non-dischargeable would
14 threaten to undermine the settlement worked out with the Official Committee of Unsecured
15 Creditors (the "Committee"), as evidenced by that certain binding term sheet by and between the
16 Debtors and the Committee. The settlement of the Non-Dischargeability Action (as well as the
17 two California National Bank non-dischargeability actions and the Wachovia non-dischargeability
18 action) was a critical component of the settlement with the Committee.

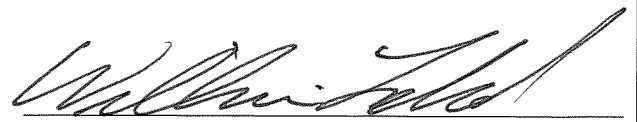
19 10. The assurance of the dismissal of the Non-Dischargeability Action, combined with
20 the avoidance of litigation expenses and delay, warrants approval of the Settlement Agreement.

21 11. Based on the above, I respectfully request that the Court enter an order approving
22 the Settlement Agreement, in the form agreed to by the Parties attached hereto as Exhibit "2," and
23 grant such other and further relief as the Court deems just and proper.

24 Executed this 1st day of June, 2010, at Newport Beach, California.

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

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William N. Lobel

SETTLEMENT AGREEMENT

This Settlement Agreement and Release (the "Agreement") is entered into as of April 28, 2010, by and between debtors James C. Gianulias ("Gianulias") and Cameo Homes (collectively, the "Debtors") on the one hand, and Famille Holdings, L.P. ("Famille") on the other hand, based on the following facts:

A. On June 6, 2008, certain creditors filed involuntary petitions in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "Bankruptcy Court") against Gianulias and Cameo Homes, for relief under Chapter 7 of the Bankruptcy Code, commencing Case Nos. 8:08-bk-13150-RK (the "Gianulias Bankruptcy Case") and 8:08-bk-13151-RK (the "Cameo Bankruptcy Case"), respectively.

B. On July 1, 2008, Gianulias and Cameo Homes each filed a Consent to the Entry of an Order for Relief and Election to Convert Chapter 7 Case to a Case Under Chapter 11 of the Bankruptcy Code.

C. On July 25, 2008, the Bankruptcy Court entered an Order Granting Debtor's Motion for Order Authorizing Joint Administration of Related Cases Pursuant to 11 U.S.C. § 105 and Bankruptcy Rule 1015(b), with a joint pleadings docket maintained under the bankruptcy case *In re James C. Gianulias*, Case No. 8:08-bk-13150-RK.

D. On October 3, 2008, Famille filed a non-dischargeability complaint against Gianulias under 11 U.S.C. § 523, commencing Adversary Proceeding No. 8:08-ap-01387-RK (the "Non-Dischargeability Action").

E. On or about November 4, 2008, Famille filed a proof of claim in each of the Gianulias Bankruptcy Case and the Cameo Bankruptcy Case, the first in the amount of \$9,109,547.10 (Claim No. 18), and the second in the amount of \$9,109,547.10 (Claim No. 12) (collectively, the "Claims").

F. The parties have agreed to settle all issues raised by Famille's Non-Dischargeability Action and its Claims on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the entry of a final order of the Bankruptcy Court approving each of the terms of this Agreement, Debtors and Famille agree as follows:

1. Allowed Claim. Famille shall be entitled to a single general unsecured claim in the allowed amount of \$12,500,000 in each of Case No. 8:08-bk-13150-RK and Case No. 8:08-bk-13151-RK, in full and final settlement and satisfaction of the Non-Dischargeability Action and its Claims. It is projected Famille will receive a distribution from each of the Gianulias and Cameo bankruptcy estates that is presently estimated, but not guaranteed, at 26.5%, for an estimated aggregate distribution of 53%.

If the Debtors' joint plan of reorganization does not provide for a gross cash distribution of not less than \$53 million to the class of creditors which includes Famille, then Gianulias and Cameo shall be jointly and severally responsible for any shortfall in the funding of such \$53 million. For the avoidance of doubt, while no specific amount of distribution to

Famille is guaranteed, the Debtors do guarantee that not less than \$53 million will be distributed to the class of creditors which includes Famille.

This Agreement shall be accorded "most favored nations" status vis-à-vis the other settlement agreements reached between and among the Debtors and U.S. Bank National Association, a national banking association, as successor-in interest to the Federal Deposit Insurance Corporation, as Receiver for California National Bank ("U.S. Bank") and Wachovia Bank, N.A. ("Wachovia"), such that any revised or increased consideration or other terms granted to U.S. Bank and/or Wachovia shall also be granted to Famille.

2. French Valley 40 and Murrieta Land 60.

- a) Famille shall retain its existing deeds of trust on the French Valley 40 and Murrieta Land 60 projects, which have not yet been foreclosed out by senior lenders. Famille shall reconvey either of the deeds of trust upon payment of \$1,000,000 per deed of trust through December 31, 2016.
- b) If the French Valley 40 and Murrieta Land 60 projects are not sold by December 31, 2011, Famille may foreclose upon such projects, and the greater of the amount of its credit bid or successful third party bid shall be credited to the gross amount of Famille's allowed claim. Notwithstanding, Famille shall either foreclose upon or reconvey fully and unconditionally its liens against one or both of such projects by no later than December 31, 2016. Upon any foreclosure of such projects, the Debtors, collectively or singularly, shall be entitled to exercise any or all of their rights associated with such projects, including, but not limited to causing the dissolution of French Valley 40 and Murrieta Land 60.
- c) Any "release prices" received from a sale of French Valley 40 or Murrieta Land 60 shall be applied dollar-for-dollar to reduce the gross amount of the allowed claim.
- d) Neither French Valley 40 nor Murrieta Land 60 shall be required to cure unpaid back taxes, nor to maintain real property taxes in a current status to avoid a real property tax sale. However, should either French Valley 40 or Murrieta Land 60 not cure the back taxes and not maintain the real property taxes in a current status, Famille may elect to not wait until December 31, 2011 to conduct a foreclosure sale but may proceed without further delay.
- e) If Famille does not proceed with one or both of the foreclosures by May 30, 2010, Gianulias, French Valley 40 and/or Murrieta Land 60 shall promptly file and pursue to completion appeals of the assessed valuations of the French Valley 40 and Murrieta Land 60 projects.
- f) The Debtors and Famille agree that French Valley 40 and Murrieta Land 60 each shall have a value of \$250,000 per asset (or the tax appraisal value, whichever is less), for a total of \$500,000 (or less if tax appraisal is lower than \$250,000 per asset).

3. Court Approval; Dismissal of Non-Dischargeability Action. Within five business days of the execution of this Agreement by Famille, Debtors shall file a motion for approval of this settlement pursuant to Bankruptcy Rule 9019. Famille agrees to dismiss the Non-Dischargeability Action with prejudice within ten (10) days of final court approval of this Agreement pursuant to Bankruptcy Rule 9019 and a final order confirming a plan of reorganization consistent with this Agreement.

4. No Assignment of Claims. Famille represents and warrants that its Claims have not been sold, transferred or assigned to any person or entity, and that it has full authority to settle such Claims.

5. Mutual Release. Except as provided herein, the Debtors and Famille each release and forever discharge the other, and their affiliates, subsidiaries, divisions, predecessors, successors and assigns, and their directors, officers, employees, shareholders, agents, representatives, attorneys and accountants, from any and all claims, causes of actions, liabilities, debts, damages and costs, whatsoever known and unknown, foreseen and unforeseen, fixed or contingent, which exist or may exist between them as of the effective date of this Agreement. Furthermore, each party to this Agreement expressly waives all rights under section 1542 of the California Civil Code, and under any similar laws, as to unknown claims. Section 1542 of the California Civil Code states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Debtors and Famille acknowledge that the foregoing releases are a key element of this Agreement.

Nothing contained in this Agreement including the above release shall waive Famille's right to object to Debtors' plan of reorganization and/or disclosure statement, or otherwise participate as a creditor in the Gianulias and Cameo Bankruptcy Cases.

6. Miscellaneous. Each party is to bear its own fees and costs in this matter except as set forth in the Claims as modified by this Agreement. This is the entire agreement of the parties concerning the subject matter hereof; this Agreement supersedes and replaces any and all prior or contemporaneous verbal or written agreements between the parties; and this Agreement is not being executed based on any promise, representation or agreement not contained herein. This Agreement cannot be modified or amended verbally; it can only be modified or amended in a writing signed by the parties. Any dispute arising out of this Agreement shall be decided by the United States Bankruptcy Court for the Central District of California, Santa Ana Division. This Agreement may be executed in counterparts.

*** signature page to follow ***

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//

IN WITNESS WHEREOF, the parties agree to the foregoing.

Famille Holdings, L.P.:

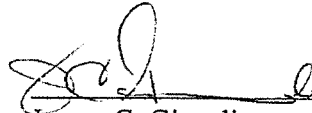
By: Hope Financial, LLC, its
general partner

By: _____

Print Name: James J. Herbst

Title: Manager

Debtor James C. Gianulias:


James C. Gianulias

Debtor Cameo Homes:

By:  _____

Print Name: JAMES C. GIANULIAS

Title: CHAIRMAN

IN WITNESS WHEREOF, the parties agree to the foregoing.

Famille Holdings, L.P.:

By: Hope Financial, LLC, its
general partner

By:

Print Name: James A. Herbst

Title: Manager

Debtor James C. Gianulias:

James C. Gianulias

Debtor Carmeo Homes:

By: _____

Print Name: _____

Title: _____

1 William N. Lobel (State Bar No. 93202)
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2 Mike D. Neue (State Bar No. 179303)
mneue@thelobelfirm.com
3 James E. Till (State Bar No. 200464)
jtill@thelobelfirm.com
4 THE LOBEL FIRM, LLP
840 Newport Center Drive, Suite 750
5 Newport Beach, CA 92660
Telephone: (949) 999-2860
6 Facsimile: (949) 999-2870
7 Special Counsel to Debtors and Debtors-in-Possession
8

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

12 In re) Case No. 8:08-bk-13150-RK
13 JAMES C. GIANULIAS and CAMEO)
HOMES, a California corporation,) Substantively Consolidated With:
14) Case No. 8:08-bk-13151-RK
15 Debtors and Debtors-in-Possession.) Chapter 11
16) **ORDER APPROVING SETTLEMENT**
17) **AGREEMENT BETWEEN JAMES C.**
18) **GIANULIAS AND CAMEO HOMES AND**
19) **FAMILLE HOLDINGS, L.P.**

20 The Court having considered the “Motion To Approve Settlement Agreement Between
21 James C. Gianulias And Cameo Homes And Famille Holdings, L.P.” (the “Motion”), filed by
22 James C. Gianulias (“Gianulias”) and Cameo Homes, the debtors and debtors-in-possession in
23 these substantively-consolidated cases (the “Debtors”), the Memorandum of Points and
24 Authorities and the Declaration of William N. Lobel in support of the Motion, the exhibits to the
25 Motion, including the Settlement Agreement attached thereto as Exhibit “1” (the “Settlement
26 Agreement”); and the records, pleadings, and other documents on file in this case; the Court
27 having found that notice of the Motion was proper pursuant to Local Bankruptcy Rule 9013-
28 1(o)(1) and otherwise, and that no responses or objections to the Motion have been filed; and

1 having determined that the proposed Settlement Agreement is fair and equitable and in the best
2 interests of the estate and its creditors, that the proposed settlement reflected in the Settlement
3 Agreement meets the Ninth Circuit's standards for approval of compromises, and good cause
4 appearing therefor,

5 **IT IS HEREBY ORDERED** that:

- 6 1. The Motion is granted;
- 7 2. The Settlement Agreement attached to the Motion as Exhibit "1" is approved, and,
- 8 3. The Parties are authorized to take the actions set forth therein to implement the terms
9 of the Settlement Agreement.

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In re: JAMES C. GIANULIAS,

Debtor(s).

CHAPTER 11

CASE NUMBER 8:08-bk-13150-RK

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: 840 Newport Center Drive, Suite 750, Newport Beach, CA 92660

The foregoing document described as **NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT AGREEMENT BETWEEN JAMES C. GIANULIAS AND CAMEO HOMES AND FAMILLE HOLDINGS, L.P.; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF WILLIAM N. LOBEL** 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 June 1, 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

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

On June 1, 2010, 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.*

Chambers of the Honorable Robert Kwan
United States Bankruptcy Court
411 West Fourth Street
Santa, Ana, CA 92701

☒ 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 June 1, 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.*

☐ 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.

6/1/10

Date

Pamela Nelson

Type Name

/s/ Pamela Nelson

Signature

In re: JAMES C. GIANULIAS,

Debtor(s).

CHAPTER 11

CASE NUMBER 8:08-bk-13150-RK

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

- John B Acierno ecfcacb@piteduncan.com
- Jess R Bressi jbreessi@luce.com
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pj@winthropcouchot.com; sconnor@winthropcouchot.com
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- Daniel A Lev dlev@sulmeyerlaw.com
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- Randall P Mroczynski randym@cookseylaw.com
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- Penelope Parmes pparmes@rutan.com
- Steven G Polard spolard@perkinscoie.com
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- Christopher O Rivas crivas@reedsmith.com
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- Victor A Sahn vsahn@sulmeyerlaw.com
- John D Schlotter bkmail@mrdefault.com
- Mark C Schnitzer mschnitzer@rhlaw.com
- Leonard M Shulman lshulman@shbllp.com
- Timothy J Silverman tim@sgsslaw.com

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 CASE NUMBER <u>8:08-bk-13150-RK</u>
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- Derrick Talerico dtalerico@loeb.com, kpresson@loeb.com;ljurich@loeb.com
- James E Till jtill@milbank.com, CSolorzano@thelobelfirm.com
- James E Till jtill@thelobelfirm.com, CSolorzano@thelobelfirm.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- Matthew S Walker matthew.walker@pillsburylaw.com,
sue.hodges@pillsburylaw.com;pamela.breeden@pillsburylaw.com
- Joshua D Wayser joshua.wayser@kattenlaw.com
- Steven Werth swerth@sulmeyerlaw.com
- John H Wunsch sandra.g.mcmasters@wellsfargo.com

SERVED VIA U.S. MAIL

SEE ATTACHED SERVICE LIST.

**JOINT SPECIAL NOTICE LIST –
GIANULIAS AND CAMEO HOMES**

DEBTOR

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

Office of United States Trustee

Attn: Michael Hauser, Esq.
411 W. Fourth Street, #9041
Santa Ana, CA 92701-4593

Committee Counsel

Victor A. Sahn, Esq./Elissa D. Miller, Esq.
Dan Lev, Esq. - SultmeierKupetz
333 South Hope Street, 35th Floor
Los Angeles, CA 90071

Joint Committee Member

PCR Services Corporation
Attn: Steve Nelson
1 Venture, Suite 150
Irvine, CA 92618

COUNSEL FOR CAMEO HOMES

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Winthrop Couchot PC
660 Newport Center Dr., 4th Fl.
Newport Beach, CA 92660-5946

Irell & Manella, LLP
Attn: Alan Friedman, Esq.
840 Newport Center Drive, Suite 400
Newport Beach, CA 92660

Joint Committee Member

Wachovia Bank, N.A.
Attn: Marsha Houston
355 S. Grand, #2900
Los Angeles, CA 90071

Joint Committee Member

Housing Capital Company
Attn: William Wells and Dave Prowse
3200 Bristol St., Suite 800
Costa Mesa, CA 92626-1810

Joint Committee Member

Tien Gu
c/o Parks & Oberhansley
Attn: Nathan C. Garn, Esq.
27555 Ynez Road, #207
Temecula, CA 92591
[Change of address 08/18/09; see below]

**Joint Committee Member & Petitioning
Creditor**

California National Bank
Attn: Jyotsna Desai, V.P.
221 S. Figueroa St., #310
Los Angeles, CA 90012-2552

Joint Committee Member

Hall & Forman, Inc.
Attn: Lou Ann Frederick
420 Exchange, #100
Irvine, CA 92602

Joint Committee Member

Tien Gu
c/o Parks & Oberhansley
Attn: Nathan C. Garn, Esq.
27250 Via Industria, Suite B
Temecula, CA 92590

Petitioning Creditor

California National Bank
Attn: J. Desai, V.P.
221 South Figueroa Street
Los Angeles, CA 90012-2552
[Duplicate – above]

Joint Committee Member

David Evans & Associates, Inc.
Attn: Erin F. Austin
320 S.W. Upper Terrace Dr., #200
Bend, OR 97702

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Counsel for California National Bank
c/o Joshua D. Wayser, Esq.
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067-3012

Petitioning Creditor

Famille Holdings L.P.
Attn: James H. Herbst, Manager
27675 Chapala
Mission Viejo, CA 92692

PETITIONING CREDITOR'S COUNSEL

Counsel for Famille Holdings, L.P.
c/o Jess R. Bressi, Esq.
Cox, Castle & Nicholson
19800 MacArthur Blvd., #500
Irvine, CA 92612-2435
[Firm change, see below]

City of Murrieta

Attn: City Manager Rick Dudley
One Town Square
24601 Jefferson Avenue
Murrieta, CA 92562

CHASE HOME FINANCE

CUSTOMER SERVICE
P.O. BOX 24696
COLUMBUS, OH 43224-0696

PETITIONING CREDITOR'S COUNSEL

Counsel for Famille Holdings, L.P.
c/o Jess R. Bressi, Esq.
Luce Forward
2050 Main Street, Ste. 600
Irvine, CA 92614

SECURED CREDITOR

PNC Bank
Attn: David Spotts, Regional Director
10851 Mastin
Overland Park, KS 66210

COUNTY OF MAUI

REAL PROPERTY TAX DIV
70 E. KAAHUMANU AVE., STE. A16
KAHULUI, HI 96732

NEVADA COUNTY TREASURER AND TAX

COLLECTOR – E. CHRISTINA DABIS
950 MAIDU AVE.
NEVADA, CA 95959

WELLS FARGO

PRIVATE BANKING
1512 EUREKA RD., STE. 300
ROSEVILLE, CA 95661

NATIONAL BANK OF AZ

ATTN: ROBIN
6001 N 24TH STREET, BLDG. C
PHOENIX, AZ 85016

GUS GIANULIAS AND JULIE M. GIANULIAS

FAMILY TRUST
2264 FAIR OAKS BLVD., STE. 100
SACRAMENTO, CA 95825

COUNTRYWIDE

CUSTOMER SERVICE
400 COUNTRYWIDE WAY
SIMI VALLEY, CA 93062

ORANGE COUNTY TAX COLLECTOR
THE TREASURER
12 CIVIC CENTER PLAZA
SANTA ANA, CA 92701

RIVERSIDE COUNTY TAX COLLECTOR PAUL
MCDONNELL, TREASURER
4080 LEMON ST., 11TH FLR.
RIVERSIDE, CA 92502

MARILYN GIANULIAS ROBBINS
4515 BRIGHTON ROAD
CORONA DEL MAR, CA 92625

~~MERCEDES BENZ FINANCIAL
ATTN: AUTHORIZED AGENT
6 CAMPUS CIRCLE, STE. 100
WEST LAKE, TX 76262
UNDELIVERABLE-FORWARDING ADDRESS
BELOW~~

PITKIN COUNTY ASSESSOR – TOM ISAAC
506 E. MAIN ST., STE. 202
ASPEN, CO 81611

WESTERN INSURANCE COMPANY
ATTN: LESLIE SCHULENBERG
675 WEST MOANA
RENO, NV 89509

MERCEDES BENZ FINANCIAL
ATTN: AUTHORIZED AGENT
P.O. BOX 977001
FORT WORTH, TX 76177-7701

PETITIONING CREDITOR'S COUNSEL
~~Counsel for MW Housing Partners, III~~
~~Lori Scott, Sr. V.P.~~
~~1301 Fifth Avenue, Suite 3100~~
~~Seattle, WA 98101~~
CHANGE OF ADDRESS 12/10/09

MERCEDES-BENZ FINANCIAL
CUSTOMER SERVICE
P.O. BOX 685
ROANOKE, TX 76262

REQUEST FOR SPECIAL NOTICE
~~MW Housing Partners, III, LP~~
~~c/o Steven G. Polard, Esq.~~
~~Perkins Coie, LLP~~
~~1620 26th Street, 6th Floor~~
~~Santa Monica, CA 90404-4013~~
CHANGE OF ADDRESS 9/09

REQUEST FOR SPECIAL NOTICE
Counsel for Pacific Western Bank
c/o L. Ivanjack, Esq. / D. Eldan, Esq.
Parker, Milliken, Clark, O'Hara & Samuelian
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Los Angeles, CA 90071-2440

Counsel for Bank Midwest
Bryan Cave, LLP
Attn: Holly Lopez, Esq.
3161 Michelson Dr., Ste. 1500
Irvine, CA 92612

REQUEST FOR SPECIAL NOTICE
Wachovia Bank National Association
c/o M. Houston, Esq./C. Rivas, Esq.
Reed Smith, LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90017

Intervest Mortgage Investment Company
c/o Reid & Hellyer
Attn: Mark C. Schnitzer, Esq.
3880 Lemon St., 5th Floor
PO Box 1300
Riverside, CA 92502-1300

Housing Capital Company
c/o Cox, Castle & Nicholson LLP
2049 Century Park East, 28th Fl.
Los Angeles, CA 900607

REQUEST FOR SPECIAL NOTICE
Housing Capital Company
c/o L. Jurich, Esq./D. Talerico, Esq.
Loeb & Loeb, LLP
10100 Santa Monica Blvd., #2200
Los Angeles, CA 90067-4120

REQUEST FOR SPECIAL NOTICE
Gateway Insulation, Inc.
Marc Hines, Esq./Katherine Agbayani, Esq.
Hines Smith Carder
3080 Bristol Street, Suite 540
Costa Mesa, CA 92626

REQUEST FOR SPECIAL NOTICE
Gateway Plastering, Inc.
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Hines Smith Carder
3080 Bristol Street, Suite 540
Costa Mesa, CA 92626

REQUEST FOR SPECIAL NOTICE
Bank of the West
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Pillsbury Winthrop Shaw Pittman LLP
12255 El Camino Real, #300
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RSN – 7/7/08
John H. Wunsch – Office of the General Counsel
Wells Fargo & Company (WFB 172485418/SGM)
21680 Gateway Center Drive, Suite 280
Diamond Bar, CA 91765-2435

REQUEST FOR SPECIAL NOTICE
Capital Drywall, LP
Marc Hines, Esq./Katherine Agbayani, Esq.
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CHANGE OF ADDRESS 11/08

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Removed per Marilyn Gianulias Robbins (6/09)

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[REVISED/NOT OF CHANGE.11/10/08]

RSN – 7/29/08
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RSN – 7/29/08
Attys for Michael Immell/Philip Hamilton
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Weiland, Golden, Smiley, Wang Ekvall & Strok
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RSN – 7/29/08

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RSN – 8/19/08

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RSN – 8/27/08

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RSN – 7/7/08

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Securities Exchange Commission
Attn: Authorized Agent
5670 Wilshire Boulevard, 11th Floor
Los Angeles, CA 90036

RSN – 5/21/09

Fasching Haus East Condominium Assoc.
c/o Klinedinst PC
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Lantex Landscape Architecture Inc.
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RSN – 8/19/08

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Irvine, CA 92619-1147

RSN – 8/27/08

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RSN – 10/14/08

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Pension Benefit Guaranty Corporation
Attn: Jon M. Chatalian, Esq.
Office of the Chief Counsel
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Washington, D.C. 20005-4026

RSN 4/7/09

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333 South Grand Avenue
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Lanak & Hanna PC

~~Attn: Authorized Agent~~
400 N. Tustin Ave.
~~Santa Ana, CA 92705-3815~~
[REVISED/NOT OF CHANGE. 11/10/08]

Lanak & Hanna, P.C.
Bradford E. Klein
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Counsel for Countrywide

Melissa Vermillion
Prober & Raphael, A Law Corporation
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RSN – 7/31/08

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RSN – 8/25/08

Attys for Laing/Sequoia and South Banning
Properties, LLC
Perry Mocchiari, Esq./Susan S. Davis, Esq.
Cox, Castle & Nicholson LLP
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Los Angeles, CA 90067-3284

RSN – 9/3/08

Authorized Agent for Wells Fargo Bank, N.A.
McCalla Raymer, LLC
Attn: John D. Schlotter, Esq.
1544 Old Alabama Road
Roswell, GA 30076-2102

RSN-Notice of Change – 11/10/08

Attorneys for PNC Bank
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RSN – 3/5/09

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RSN – 05/14/09

Midland Loan services, Inc. (MLS #94-0951782)
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REQUEST FOR SPECIAL NOTICE

MW Housing Partners, III, LP
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PETITIONING CREDITORS COUNSEL

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RSN – 3/16/10

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