

B10 (Official Form 10) (12/07)

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

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Page 18

CALIFORNIA Motor Vehicle Lease Agreement Deal #205972, Stock #250787, VIN #1G1YD23K123103571, Year of Goods 2007

Vehicle Information: Make/Model/Year, VIN, License Plate, Dealer Name, Dealer Address, Lessee Name, Lessee Address, Lessee Phone, Lessee Email.

Other terms specified, "Date" refers to this Motor Vehicle Lease Agreement, "vehicle" refers to the vehicle described above, "you" and "your" refer to the Lessee and any Co-Lessee, "we", "us", and "our" refer to the Lessor and, where the lease is assigned, to the assignee and assignees. "Business Day" refers to the business day of the Lessor and assignee. "Business Day" refers to the business day of the Lessor and assignee. "Business Day" refers to the business day of the Lessor and assignee.

Consent to Leasing and Disclosure

Table with 4 columns: 1. Amount Due at Lease Signing or Delivery, 2. Monthly Payments, 3. Other Charges, 4. Total of Payments. Includes sub-sections for Gross Capitalized Cost, Estimated Official Fees and Taxes, and Mileage Allowance.

Table with 2 columns: 1. Description of Trade-In, 2. Year, 3. Make, 4. Model. Includes a section for 'Other' items and a section for 'Additional Disclosure Required by California Law'.

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You have a right to return the vehicle and receive a refund of any payments made if the credit application is not approved, unless otherwise provided in the lease agreement or other written instrument provided by the Lessor.

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17. Maintenance
You agree to timely service and repair the vehicle according to the manufacturer's recommendations and any applicable warranty. You will not use the vehicle for any purpose other than the intended use of the vehicle.

18. Prohibited Uses of Vehicle
You agree not to use or allow anyone else to use the vehicle: (a) in a way that violates the terms of any applicable warranty or the manufacturer's instructions; (b) for any purpose other than the intended use of the vehicle; (c) for any purpose that is prohibited by law; (d) for any purpose that is prohibited by the terms of any applicable warranty or the manufacturer's instructions.

19. Vehicle Insurance
You agree to obtain and maintain the minimum liability coverage as indicated by the state and will carry the vehicle insured with liability coverage for the full term of the lease. The minimum liability coverage shall be at least \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$100,000 per accident for property damage.

20. Total Vehicle Loss/Gap Waiver
If the vehicle is subject to a total loss due to collision, destruction or theft, you will pay the Gap Amount which is the difference between the Early Termination Fee and the insurance proceeds we receive based on the total loss. We agree to waive the Gap Amount if you had the vehicle insured with GAP insurance at the time of the total loss.

21. Purchasable Option
If you purchase the vehicle at any time, you agree to register and title the vehicle in your name no later than 30 days from the date you purchase it. If you fail to do so, we reserve the right to correct the title.

22. Return of Vehicle
If you return the vehicle, you must not be in default and you must not owe any money on the vehicle. You must return the vehicle to us in good condition, with all accessories and equipment, and with a clean title and license. You must also return the vehicle with a full tank of gas.

23. Assignment and Title Lease
You agree that this is an assignment and that you do not have any other ownership rights in the vehicle unless you purchase it from us. You may not assign, sell, lease, or otherwise dispose of the vehicle without our prior written consent.

24. Late Charges/Returned Payment Fee/Fines and Tolerates
If you do not receive the entire amount of your monthly payment within 10 days after it is due, you will pay a late charge of \$10.00 per month on the unpaid amount. If you do not pay a late charge, we will report the delinquency to a credit reporting agency.

25. Refundable Security Deposit
The Refundable Security Deposit may be used to pay off amounts that you owe to us under this lease. If you do not owe us any amounts, we will refund the Security Deposit to you within 30 days after the end of the lease.

26. Modification
Any change to this lease must be in writing and signed by us. However, if permitted by law, insurance, dealer, or state laws, we may agree to modify this lease and changes will not affect your warranty.

27. Force Majeure
We are not responsible for delays or non-performance by you at the holding address you provided on this lease. If we address or the garage address changes, you will notify us in writing within 30 days of the change.

28. Delivery
The actual delivery of the vehicle described in this lease and acknowledgment that it is accepted is required. It is good standing under our lease, and not the actual receipt of the vehicle by you.

29. Payment Obligations
You may not change or stop any lease payments for any reason, even if you do not receive an invoice, and even if the vehicle is stolen, damaged, seized by government or a court, destroyed, abandoned, impounded, or does not perform as expected. If you experience mechanical or other difficulties with the vehicle, you will pursue those issues with the manufacturer.

30. Taxes, Registration and Titling
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

31. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

32. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

33. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

34. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

35. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

36. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

37. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

38. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

39. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

40. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

41. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

42. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

43. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

44. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

45. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

46. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

47. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

48. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

49. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

50. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

51. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

52. Leasehold Obligations
You agree to pay, register and license the vehicle in the state in which it is primarily located. You agree that the vehicle is to be used in that state. You must pay any taxes, registration, license, and other fees, taxes and charges imposed by government authorities in connection with the vehicle.

Form with fields for Name, Address, Phone, and other personal information. Includes a signature line and a date field.

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Case 8:08-bk-13150-RK Claim 6-1 Filed 09/22/08 Desc Main Document Page 4 of 4
TO PROPERLY RELEASE YOUR LIABILITY, PLEASE READ AND FOLLOW INSTRUCTIONS ON REVERSE SIDE
SECTIONS A-J MUST BE COMPLETED IN CAPITAL LETTERS - USE BLACK OR BLUE INK

NOTICE OF TRANSFER AND RELEASE OF LIABILITY

MAIL THIS FORM TO DMV

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

WDDNG679X27A103571 2007 MERZ 5XPW297

REG 138A (REV. 10/2004)

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

VEHICLE HISTORY

19107011237

AUTOMOBILE

VEHICLE ID NUMBER: WDDNG679X27A103571
 YR. MODEL: 2007 MAKE: MERZ PLATE NUMBER: 5XPW297
 BODY TYPE/MODEL: 4D UNLADEN WEIGHT: AX FUEL: 6 TRANSFER DATE: FEES PAID: \$1337 REGISTRATION EXPIRATION DATE: 12/28/2007
 YR. SOLD: 2006 CLASS: MA YR. NM: EQUIPMT/TRUST NUMBER: ISSUE DATE: 01/25/07
 MOTORCYCLE ENGINE NUMBER: ODOMETER DATE: 12/26/2006 ODOMETER READING: 25 MI
 ACTUAL MILEAGE

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

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

1a. DATE: X SIGNATURE OF REGISTERED OWNER: _____
 1b. DATE: X SIGNATURE OF REGISTERED OWNER: _____

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

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

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

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

DATE: X TRANSFEROR/SELLER SIGNATURE: X
 DATE: X TRANSFEREE/BUYER SIGNATURE: X
 PRINTED NAME OF AGENT SIGNING FOR A COMPANY: _____

IMPORTANT READ CAREFULLY

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

LIENHOLDER(S)

US BK AS COLL AGT
 PO BX 997539
 SACRAMENTO CA 95899

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

028620 CA100961605
 REG. 17.30A (REV.10/03)

KEEP IN A SAFE PLACE - VOID IF ALTERED

Exhibit 2
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PROOF OF SERVICE
C.C.P. §1013(a), C.R.C. 2003(3), 2005(i)

STATE OF CALIFORNIA, COUNTY OF ORANGE

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

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

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

SEE ATTACHED SERVICE LIST

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

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

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

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

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

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

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

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



Angie Contreras

Exhibit 2
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COOKSEY, TOOLEN, GAGE, DUFFY & WOOD
535 Anton Boulevard, Tenth Floor
Costa Mesa, California 92626-1977

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SERVICE LIST

DEBTOR(S):

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

ATTORNEY FOR DEBTOR(S):

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

U.S. TRUSTEE:

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

ATTORNEY FOR U.S. TRUSTEE:

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

PETITIONING CREDITORS:

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

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

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

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

OFFICIAL JOINT COMMITTEE OF UNSECURED CREDITORS:

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

COURSEY, IVOLEN, GAGE, DUFFY & WONG
535 Anton Boulevard, Tenth Floor
Costa Mesa, California 92626-1977

REQUEST FOR SPECIAL NOTICE:

- 1 Lance N. Jurich, Esq.
- 2 Derrick Talerico, Esq.
- 3 Loeb & Loeb LLP
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067-4120
- 4 Marc S. Hines, Esq.
- 5 Katherine S. Agbayani, Esq.
- 6 HINES SMITH CARDER
3080 Bristol Street, Suite 540
Costa Mesa, California 92626
- 7 California Bank & Trust c/o
Peter J. Duncan, Esq.
- 8 Pyle Sims Duncan & Stevenson APC
401 "B" Street, Suite 1500
San Diego. CA 92101
- 9
- 10 Penelope Parmes, Esq.
- 11 RUTAN & TUCKER, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626-1931
- 12 Daniel J. Flanigan
- 13 Polsinelli Shalton Flanigan Suelthaus PC
700 W. 47th Street, Suite 1000
Kansas City, Missouri 64112
- 14
- 15 Jean-Paul Menard
- 16 McKenna Long & Aldridge LLP
444 South Flower Street, 8th Floor
Los Angeles, CA 90071-2901
- 17 Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP
Attention: Lei Lei Wang Ekvall, Esq.
- 18 650 Town Center Drive, Suite 950
Costa Mesa, California 92626
- 19 Phillip D. Hamilton and Janet L. Hamilton,
as co-trustees of the Hamilton Family Trust u/d/t dated 07/11/90
- 20 c/o Phillip D. Hamilton
- 21 760 West 16th Street, Suite C
Costa Mesa, California 92627
- 22
- 23 Robert P. Goe, Esq.
- 24 GOE & FORSYTHE, LLP
660 Newport Center Drive, Suite 320
Newport Beach, CA 92660
- 25
- 26 John H. Wunsch
- 27 OFFICE OF THE GENERAL COUNSEL WELLS FARGO & COMPANY
21680 Gateway Center Drive, Suite 280
Diamond Bar, California 91765-2435
- 28 Marsha A. Houston Christopher O. Rivas
- REED SMITH LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071

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

1 Larry G. Ivanjack, Esq.
David K. Eldan, Esq.
2 Parker, Milliken, Clark, O'Hara & Samuelian
555 South Flower St., 30th Floor
3 Los Angeles, CA 90071-2440

4 Sue J. Hodges, Esq.
Matthew S. Walker, Esq.
5 Pillsbury Winthrop Shaw Pittman LLP
12255 El Camino Real, Suite 300
6 San Diego, CA 92130-4088

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

Exhibit 2
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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

IN THE MATTER OF:

James C Gianulias

Bankruptcy No. 08-13150
Honorable Robert N. Kwan
Chapter 13

Debtor(S).
_____ /

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

MERCEDES-BENZ CREDIT CORPORATION
c/o Shermeta, Adams & Von Allmen, PC
Transferee

Daimler Trust Successor to DCFS Trust
Transferor

MERCEDES-BENZ CREDIT CORPORATION
C/o Shermeta, Adams & Von Allmen, PC
PO Box 80908
Rochester Hills, MI 48308
(248) 519-1700

Court Claim #: 6
Amount of Original Claim: \$75,894.20
Date Claim Filed: 9/22/2010

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

By: /s/ Deborah A Winslow
Transferee/Transferee's Agent
Deborah A Winslow (P63179)
Agent for MERCEDES-BENZ CREDIT CORPORATION
200265

Date: 5/25/10

United States Bankruptcy Court
CENTRAL DISTRICT OF CALIFORNIA

IN THE MATTER OF:

James C Gianulias

Bankruptcy No. 08-13150
Honorable Robert N. Kwan
Chapter 13

Debtor(S).

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 6 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 5/25/10.

Daimler Trust Successor to DCFS Trust
Alleged Transferor

MERCEDES-BENZ CREDIT CORPORATION
c/o Shermeta, Adams & Von Allmen, PC
Transferee

Address of Alleged Transferor:
DCFS USA
P.O. BOX 9001683
LOUISVILLE, KY 40290

Address of Transferee:
MERCEDES-BENZ CREDIT CORPORATION
C/O SHERMETA, ADAMS & VON ALLMEN, PC
PO BOX 80908
ROCHESTER HILLS, MI 48308

~ DEADLINE TO OBJECT TO TRANSFER ~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

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This form is intentionally blank.

The notice is scheduled to be processed by the Bankruptcy Noticing Center (BNC).

Refer to the BNC Certificate of Service entry to view the actual form.