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 9 GENERAL ELECTRIC CAPITAL
 10 CORPORATION, CEF FUNDING II, L.L.C.
 11 and CEF FUNDING V, LLC

8 UNITED STATES DISTRICT COURT
 9 FOR THE EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO

10 GENERAL ELECTRIC CAPITAL
 11 CORPORATION; CEF FUNDING II,
 12 L.L.C. and CEF FUNDING V, LLC,

13 Plaintiffs,

14 v.

15 TEN FORWARD DINING, INC.;
 16 DELIGHTFUL DINING, INC.; TGIA
 17 RESTAURANTS, INC.; KOBRA
 18 RESTAURANT PROPERTIES, L.L.C.;
 19 ABOLGHASSEM ALIZADEH; THE
 20 MECHANICS BANK; EQUITY
 21 LENDERS, LLC; APEX PROPERTY
 22 ADVISORS INC.; KEY REAL ESTATE
 23 EQUITY CAPITAL, INC.; COUNTY
 24 OF SACRAMENTO DEPARTMENT
 25 OF PUBLIC WORKS
 26 ADMINISTRATION; STATE OF
 27 CALIFORNIA EMPLOYMENT
 28 DEVELOPMENT DEPARTMENT;
 UNITED STATES OF AMERICA;
 CITY OF CITRUS HEIGHTS; CITY OF
 ELK GROVE; CITY OF REDDING;
 CITY OF GRASS VALLEY; COUNTY
 OF PLACER; COUNTY OF
 SACRAMENTO; COUNTY OF
 SHASTA; COUNTY OF NEVADA, and
 DOES 1 – 100, INCLUSIVE,

Defendants.

Case No. 2:09-cv-03296-FCD-EFB

Assigned to Judge:
 Hon. John A. Mendez

Assigned to Magistrate:
 Hon. Edmund F. Brennan

**STIPULATION REGARDING
 PRIORITY AMONG
 PLAINTIFFS AND DEFENDANT
 CITY OF REDDING; ORDER**

Complaint Filed on: Nov. 25, 2009

1 Plaintiffs General Electric Capital Corporation (“GECC”); CEF Funding II,
2 L.L.C. (“CEF II”) and CEF Funding V, LLC (“CEF V,” and collectively with CEF
3 II and GECC, “Plaintiffs”), on the one hand, and Defendant City of Redding
4 (“Defendant”; Defendant and Plaintiffs, collectively, the “Parties”), by and through
5 their respective attorneys of record, HERBY STIPULATE AND AGREE UPON
6 THE FOLLOWING:

7 1. On November 25, 2009, Plaintiffs initiated this lawsuit by filing a
8 Complaint for Damages and Injunctive Relief (“Complaint”) against various
9 defendants, including Defendant. In the Complaint, Plaintiffs allege that Defendant
10 may have or asserts an interest in the real and personal properties at issue in this
11 lawsuit.

12 2. The Parties wish to stipulate as to their respective liens on the 11794
13 Kobra Property (as defined in the Complaint), as follows:

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15 The lien of Defendant on the 11794 Kobra Property for real
16 property taxes and assessments with respect to the 11794 Kobra
17 Property is senior in priority to CEF V’s mortgage lien on the 11794
18 Kobra Property under the 11794 Kobra Deed of Trust.

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20 3. In exchange for the foregoing stipulation, Defendant has agreed to a
21 waiver of all fees and costs against Plaintiffs and to not seek any action relating
22 thereto.

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SO STIPULATED AND AGREED:

Dated: November 3, 2011

KUTAK ROCK LLP

By: /s/ J. David Bournazian
J. David Bournazian
Attorneys for Plaintiffs
GENERAL ELECTRIC CAPITAL
CORPORATION, CEF FUNDING II,
L.L.C. and CEF FUNDING V, LLC

Dated: November 1, 2011

RICHARD A. DUBERNAY, CITY
ATTORNEY

By: s/ Lynette M. Frediani (w/ permission)
Lynette M. Frediani, Assistant City
Attorney
Attorneys for Defendant
CITY OF REDDING

ORDER

IT IS SO ORDERED.

Dated: 11/9/2011_____

/s/ John A. Mendez
Hon. John A. Mendez
Judge of the United States District
Court, Eastern District of California