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8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA—OAKLAND DIVISION

10 GMAC INC., a Delaware corporation,
 11 Plaintiff,
 12 vs.
 13 GROTH BROS. OLDSMOBILE, INC., a
 California corporation,
 14 Defendant.
 15

Case No.: CV-10-01669 PJH

**[PROPOSED] ORDER RE
 STIPULATION FOR ORDER FOR
 WRIT OF POSSESSION AND
 INJUNCTIVE RELIEF**

17 **ORDER**

18 After reviewing the Stipulation entered into between GMAC INC., now known as Ally
 19 Financial Inc., a Delaware corporation (“GMAC”), and Defendant Groth Bros. Oldsmobile, Inc.,
 20 a California corporation dba Groth Bros. Chevrolet (“Groth Chevrolet.”), and

21 GOOD CAUSE APPEARING, THEREFORE,

22 IT IS HEREBY ORDERED that:

23 1. Defendant Groth Chevrolet has stipulated to issuance of an Order for Writ of
 24 Possession and Injunctive Relief.

25 2. By the Stipulation, Groth Chevrolet agrees that GMAC has established the
 26 probable validity of its security interest in, and claim to possession of, the vehicles identified on
 27 the attached **Exhibit A** and all of Groth Chevrolet’s furniture, fixtures, machinery, supplies and
 28 other equipment, all motor vehicles, tractors, trailers, implements, service parts and accessories

1 and other inventory of every kind, all accounts, contract rights, chattel paper and general
2 intangibles as described in the attached **Exhibit B** (together, the “Collateral”), and that Defendant
3 Groth Chevrolet is in default on its loan obligations owing to GMAC.

4 3. GMAC has established that the Collateral is located at Groth Chevrolet’s place of
5 business at 59 S. “L” Street, Livermore, California 94550 (the “Dealership”).

6 4. The Clerk of this Court shall issue a writ of possession as provided in California
7 Code of Civil Procedure section 512.010 et seq.

8 5. The levying officer may enter the following private places at any time or times,
9 using any necessary reasonable force, whether the premises are occupied or unoccupied, to take
10 possession of the Collateral or some part thereof: 59 S. “L” Street, Livermore, California 94550.

11 6. The levying officer is authorized to remain on Groth Chevrolet’s business
12 premises at all times until all the Collateral is removed from the Dealership. The levying officer
13 within whose jurisdiction the Collateral, or some part thereof, is located, is authorized to execute
14 the Writ of Possession and levy on the Collateral in either of the following manners as directed by
15 GMAC:

16 a. The levying officer may seize the Collateral and retain custody of it in the
17 manner provided by California Code of Civil Procedure sections 514.010 - 514.050; or

18 b. The levying officer within whose jurisdiction the Collateral, or some part
19 thereof, is located may maintain the peace while GMAC, its agents and employees take
20 and maintain possession of the Collateral in the manner provided by California Code of
21 Civil Procedure sections 514.010 - 514.050.

22 7. Upon delivery of the Collateral to GMAC, the levying officer shall be held
23 harmless as to the transport, storage, and maintenance of the Collateral.

24 8. GMAC, its attorneys, or persons under its supervision shall accompany the levying
25 officer or its deputies during the service and execution of this Court’s Writ of Execution with
26 respect to all personal property including the vehicles listed in the attached **Exhibit A** which are
27 located at 59 S. “L” Street, Livermore, California 94550.

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1 9. GMAC is authorized to use a single USM-285 form which will refer to a list
2 including all motor vehicles comprising a portion of the Collateral and identifying each motor
3 vehicle specifically by make, model, year, and vehicle identification number. The levying officer
4 is directed to accept such form in full compliance with its procedures requiring the use of form
5 USM-285.

6 10. GMAC, and/or its authorized agents and assigns, is authorized to act as substitute
7 custodian (“Substitute Custodian”) of any and all items of personal property that are located and
8 seized within the State of California pursuant to this Order. As Substitute Custodian, it shall hold
9 harmless the levying officer and its deputies from liability arising from any acts, incidents, or
10 occurrences in connection with the seizure and possession of the Collateral arising in the
11 ordinary, authorized scope of the duties of the levying officer and its deputies (which acts do not
12 include acts arising from negligent or intentional tortious conduct), including any third-party
13 claims, and the levying officer shall be discharged of his or her duties and responsibilities for
14 safekeeping of the seized goods. The levying officer shall request proof of insurance from the
15 Substitute Custodian before surrendering the Collateral to the Substitute Custodian.

16 11. GMAC is to store the Collateral in a reasonable manner and either GMAC or the
17 storage facility shall carry sufficient insurance to protect the Collateral from loss prior to its sale
18 or disposition. GMAC shall dispose of the Collateral in the manner provided under the California
19 Uniform Commercial Code.

20 12. GMAC has established that it has a security interest in the Collateral of Groth
21 Chevrolet. GMAC has established it has a right to attach property of Groth Chevrolet under this
22 Order and the Writ of Possession, and that it is authorized to take possession of the Collateral in
23 the bank accounts (the “Accounts”) of Groth Chevrolet wherever located. GMAC is authorized
24 under this Order and Writ of Possession to have a Writ of Attachment issued by the Clerk of this
25 Court as provided in Code of Civil Procedure section 483.010 et seq. GMAC is authorized under
26 this Order, and subsequently issued Writ of Attachment, to have the levying officer serve a Writ
27 of Attachment upon any financial institution with possession of Collateral for turnover of the
28 Collateral in the Accounts to GMAC in the manner provided under Code of Civil Procedure

1 section 488.010 et seq. GMAC is not required to first obtain a Right to Attach Order (Judicial
2 Counsel Form AT-120) for the levying officer to serve the Writ of Attachment. Groth Chevrolet
3 shall not issue checks, drafts or other form of withdrawals from the Accounts from the date of the
4 issuance of this Order except to make payment to GMAC.

5 13. Groth Chevrolet shall deliver and turn over the Collateral to GMAC as provided
6 by Code of Civil Procedure section 512.010 et seq. GMAC will hold the Collateral for not less
7 than 10 days in order to allow Groth Chevrolet an opportunity to obtain redelivery of the
8 Collateral pursuant to Code of Civil Procedure section 514.010 et seq.

9 14. Groth Chevrolet agrees that GMAC is not required to post an undertaking pursuant
10 to California Code of Civil Procedure §515.010(b).

11 15. The written undertaking required by Groth Chevrolet for redelivery or to stay
12 delivery shall be in the amount of \$2,500,000.00.

13 16. The Clerk of this Court shall attach a copy of the Order to the Writ of Possession.

14 17. GMAC's representatives shall, if the levying officer so requests, accompany the
15 levying officer to the business premises described above, to review and examine Groth
16 Chevrolet's books and records relating to the vehicles and parts constituting the Collateral in
17 order to determine the status, location and time and date of return of any Collateral. GMAC's
18 representative is authorized to remain at the Dealership at all times until all the Collateral is
19 removed from the Dealership.

20 18. The levying officer and its deputies while accomplishing such seizure shall employ
21 whatever reasonable force necessary to break open and enter the Dealership, regardless of
22 whether said premises and/or location is locked or unlocked or occupied or unoccupied, and to
23 inspect the contents of any parking lot, garage, room, vehicle, container or desk or document.

24 IT IS FURTHER ORDERED THAT:

25 19. Groth Chevrolet, its agents, employees, and/or all persons acting for it or on its
26 behalf, are hereby immediately restrained and enjoined from transferring any interest in the
27 Collateral by lease, sale, pledge, gift, or grant of security interest or otherwise disposing of,
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1 encumbering, secreting or transferring possession of the Collateral, in any manner which would
2 prevent, hinder, or delay the levying officer from taking possession of the Collateral.

3 20. Groth Chevrolet, its agents, employees and/or anyone acting on its behalf, are
4 hereby immediately restrained and enjoined from transferring any interest by sale, pledge, gift or
5 grant of security interest or otherwise disposing of, or encumbering the Collateral identified on
6 the attached **Exhibit A** or described on the attached **Exhibit B**.

7 21. In the event that Groth Chevrolet ceases to conduct business, GMAC is authorized
8 to have all mail to be delivered to Groth Chevrolet redirected to a post office box that GMAC will
9 maintain for the purpose of receiving Groth Chevrolet's mail. GMAC will be authorized to open
10 the mail to Groth Chevrolet and to take possession of all money paid to Groth Chevrolet and to
11 endorse all checks, money orders, and other forms of payment to GMAC and to apply the funds
12 to the contract balances owing by Groth Chevrolet to GMAC. Groth Chevrolet, its officers, or its
13 appointed employees or agents are permitted to be present when GMAC opens any such
14 redirected mail. The parties shall cooperate in scheduling a reasonable time for the opening of the
15 redirected mail.

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DATED: August 4, 2010

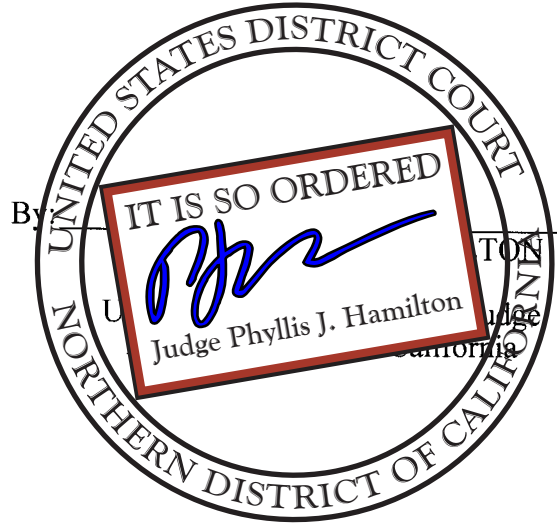


EXHIBIT A

Groth Bros. Oldsmobile, Inc.
Current Inventory

VIN	Model Year	Model
1GCSCPEXXAZ100618	2010	SILVERADO
2G1FT1EW4A9106827	2010	CAMARO
1G1YY36W395114768	2009	CORVETTE
1GCDSCD94A8123132	2010	COLORADO
1G1AH5F56A7123591	2010	COBALT
3GCRCSE38AG132160	2010	SILVERADO
1GBJC74K09E135435	2009	SILVERADO
1G1ZF57549F139569	2009	MALIBU
1GNUKAE08AR142367	2010	TAHOE K1500
1G1AD5F50A7144514	2010	COBALT
3GNFK32079G162324	2009	AVALANCHE
1GNUKBE03AR164248	2010	TAHOE K1500
1GCSCPEX1AZ164370	2010	SILVERADO
1G1ZC5EB9AF172864	2010	MALIBU
1G1ZB5EBXAF178269	2010	MALIBU
1GNUKCE07AR179017	2010	TAHOE K1500
1GBJC34U07E180527	2007	SILVERADO
2G1WB5EN3A1189828	2010	IMPALA
2G1FC1EV7A9190925	2010	CAMARO
1GCPCPEX2AZ194564	2010	SILVERADO
2G1WA5EN0A1205485	2010	IMPALA
2G1FK1EJ4A9207857	2010	CAMARO
2G1FT1EW5A9209643	2010	CAMARO
3GCRKREA3AG226442	2010	SILVERADO
1GNUCBE08AR229981	2010	TAHOE C1500
1GNLRFED8AJ249473	2010	TRAVERSE
1GCSKSE39AZ260346	2010	SILVERADO
2CNFLCEW4A6352387	2010	EQUINOX
2CNALBEW4A6390836	2010	EQUINOX
3GNCA23V09S558375	2009	HHR
3GNBACDVXAS559988	2010	HHR
3GNBACDV4AS567813	2010	HHR
3GCAAADBXS612333	2010	HHR
3GCAABDB8AS614703	2010	HHR
2G1WT55K379109294	2007	IMPALA

EXHIBIT B

GENERAL MOTORS DEALER OPERATING REPORT ver. 2r19

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OPERATING REPORT

LN NO	1	CHEV-TRKS	186	CADI-CARS & TRKS		SATU-CARS & TRKS		LN NO	1
2	2	PONT-CARS & TRKS		GMC-CARS & TRKS		TOTAL RPG	236	2	2
3	3	OLDS-CARS & TRKS		HUMM-CARS & TRKS				3	3

4	4	BUSINESS ASSOCIATE CODE	117732	DEALER NAME	GROTH BROS. CHEVROLET			4	4
5	5	FROM	January 1 2010	ADDRESS	59 SOUTH L STREET			5	5
6	6	THRU	February 28 2010	CITY & STATE	LIVERMORE	CA	94550-3101	6	6

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
C CASH ON HAND	1,191	A CASH IN BANK	801,859
B CONTRACTS IN TRANSIT	92,440	H SECURITIES	0
TOTAL CASH AND CONTRACTS	995,490	R NET CUSTOMER RECEIVABLES	14,248
R FACTORY RECEIVABLES	22,847	E DUE FROM FINANCE COMPANIES	7,991
C WARRANTY CLAIMS	20,917	INS. COMMISSIONS RECEIVABLE	0
TOTAL RECEIVABLES	65,803	DEMONSTRATORS	0
I NEW CARS	36	N NEW TRUCKS	47
V NEW MD TRUCKS	0	E OTHER AUTOMOTIVE	0
N USED CARS	8	T USED TRUCKS	10
O PARTS AND ACCESSORIES		R TIRES	
I GAS, OIL AND GREASE		E PAINT AND BODY SHOP MATERIALS	
S SUBLET REPAIRS		WORK IN PROCESS-LABOR	
OTHER		MISC. ASSETS RECEIVED IN TRADE	
LIFO RESERVE		TOTAL INVENTORIES	
O PREPAID EXPENSES:		TAXES	0
T INSURANCE		H OTHER	
4,577,237		NET	0

NET WRKG. CAP.	2,008,074	STANDARD	1,100,000
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ACCOUNT	COST	AMOUNT	ACCOUNT	AMOUNT
LAND	0	0	NET WORTH	
BLDGS & IMP	2,228	2,228	CAPL STOCKS	
LEASE HOLDS	311,303	66,747	ADL PD IN CAP	876,740
IT- HARDWARE	0	0	RET. EARNINGS	765,993
IT- SOFTWARE	0	0	DIVIDENDS	0
M&S EQUIP	622,476	46,627	INVESTMENTS	0
PLA EQUIP	12,718	1,900	TOTAL	1,457,343
FURN & FIXTRS	197,879	(3,085)		
CO. VEHICLES	330,206	69,998		
OTHER	0	0		
TOTAL	1,476,808	186,401		

TOTAL ASSETS	4,763,638	TOTAL LIABILITIES & NET WORTH	4,763,638
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BA: 117732 - 2/10/02

GENERAL SECURITY AGREEMENT

Dated: 4-25-04

For the purpose of securing the payment and performance of any and all obligations, loans, credit extensions, indebtedness, liabilities, and duties, whether contingent or matured, now or hereafter owing to General Motors Acceptance Corporation, ("GMAC"), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Groth Bros. Oldsmobile, Inc., conducting business at P.O. Box 5019 Livermore, CA 94551, ("Dealer"), grants to GMAC a security interest in, and a collateral assignment of, any and all of the following described property in which Dealer now or hereafter acquires an interest, wherever located, in whatever form, and in any and all proceeds thereof: inventory, equipment, fixtures, accounts receivable, contract rights, securities, cash, general intangibles, documents, instruments, chattel paper, investment property and commercial tort claims (the "Collateral").

Dealer has the power and authority to enter into this Security Agreement, and has taken all steps necessary to ensure that this Agreement is legally valid and enforceable.

Unless GMAC provides written consent, Dealer must not sell, transfer or otherwise dispose of any Collateral other than in the ordinary course of Dealer's business. GMAC has the right to inspect the Collateral and Dealer's related books and records. Dealer authorizes GMAC or its designee to execute on behalf of Dealer and to file any and all UCC financing statements to confirm, create, perfect, continue, modify or extend GMAC's security interest in and to the Collateral.

Upon default and in addition to all other rights and remedies provided by law, GMAC has the remedies of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession, or receive, collect, endorse and negotiate any of the Collateral. For this purpose GMAC may enter upon the premises where the Collateral is situated and remove the Collateral. In the event GMAC takes possession of the Collateral, GMAC may sell it at public or private sale or otherwise in a commercially reasonable manner and apply the proceeds of this sale or disposition, less the expenses of retaking, holding, preparing for sale, and selling the Collateral and reasonable attorney's fees and legal expenses incurred by GMAC, to the partial or complete satisfaction of any of Dealer's indebtedness or obligation to GMAC. Upon default by Dealer and demand by GMAC, Dealer must segregate and account for the Collateral and the proceeds thereof.

If any notification of intended disposition of any of the Collateral is required by law, notice will be considered reasonably and properly given if it is mailed at least ten days before the scheduled disposition (unless a different time is specifically allowed or required by law) and addressed to the Dealer at the address shown above.

Any provision of this Agreement prohibited by law is ineffective only to the extent of the prohibition without invalidating the remaining provisions of this Agreement. The non-enforcement by GMAC of any right under this Agreement is not a waiver thereof.

This Agreement is binding on Dealer and GMAC and their respective successors, administrators and assigns.

Signed: 42957 2004

Groth Bros. Oldsmobile, Inc.

By: 

General Motors Acceptance Corporation

By: 

Title: Assistant Secretary

Witness

By: 

By: _____