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 GMAC INC.
 7

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA—OAKLAND DIVISION

10 GMAC INC., a Delaware corporation,

Case No.: CV-10-01669 PJH

11 Plaintiff,

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

12 vs.

13 GROTH BROS. OLDSMOBILE, INC., a
 California corporation,

14 Defendant.
 15

16
 17 **ORDER**

18 After reviewing the Stipulation dated September 23, 2010, and entered into between
 19 GMAC INC., now known as Ally Financial Inc., a Delaware corporation (“GMAC”), and
 20 Defendant Groth Bros. Oldsmobile, Inc., a California corporation dba Groth Bros. Chevrolet
 21 (“Groth Chevrolet.”), and

22 GOOD CAUSE APPEARING, THEREFORE,

23 IT IS HEREBY ORDERED that:

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

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

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

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

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

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

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

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

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

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

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

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,
28

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.

16
17
18
19 DATED: September 24, 2010

20
21 By: _____



Exhibit A

VIN	N/U	Model Year	Model
2G1FT1EW4A9106827	N	2010	CAMARO
1G1YY36W395114768	N	2009	CORVETTE
1GBJC74K09E135435	N	2009	SILVERADO
1G1AH5F56A7123591	N	2010	COBALT
3GCRCSE38AG132160	N	2010	SILVERADO
1G1ZC5EB9AF172864	N	2010	MALIBU
3GNBACDVXAS559988	N	2010	HHR
1G1ZB5EBXAF178269	N	2010	MALIBU
1G1AD5F50A7144514	N	2010	COBALT
1GNUKAE08AR142367	N	2010	TAHOE K1500
2G1WB5EN3A1189828	N	2010	IMPALA
1GCDSCD94A8123132	N	2010	COLORADO
2G1FC1EV7A9190925	N	2010	CAMARO
2G1WA5EN0A1205485	N	2010	IMPALA
2G1FK1EJ4A9207857	N	2010	CAMARO
3GCRKREA3AG226442	N	2010	SILVERADO
1GNUCBE08AR229981	N	2010	TAHOE C1500
1GNKRGED2BJ105369	N	2011	TRAVERSE
3GCRKSE31AG276023	N	2010	SILVERADO
1GNSKBE01BR100850	N	2011	TAHOE K1500
3GCPKTE23BG101424	N	2011	SILVERADO
1GNKVLED4BJ143240	N	2011	TRAVERSE
2G1WT55K379109294	U	2007	IMPALA

Exhibit B

GROTH BROS. CHEVROLET

BAC 117732 - 201002

LN	NO	GM OPERATING REPORT		CHEV-CARS	50	BUIC-CARS & TRKS	-	SAAB-CARS & TRKS	-	LN				
1				CHEV-TRKS	186	CADI-CARS & TRKS	-	SATU-CARS & TRKS	-	NO				
2	BUSINESS ASSOCIATE CODE			PONT-CARS & TRKS	-	GMC-CARS & TRKS	-			1				
3	117732			OLDS-CARS & TRKS	-	HUMM-CARS & TRKS	-	TOTAL RPG	236	2				
4	FROM	January	1	2010	DEALER NAME					3				
5	THRU	February	28	2010	ADDRESS					4				
6	ASSETS			GROTH BROS. CHEVROLET					CITY & STATE			5		
7	NO			59 SOUTH L STREET					LIVERMORE CA 94550-3101			6		
8	AMOUNT			LIABILITIES					AMOUNT			7		
7	C	CASH ON HAND	200	1,191						202	CASH IN BANK CREDIT BALANCE	202	0	7
8	A	CASH IN BANK	202	901,859	C	A	ACCTS PAYABLE-TRADE CREDITORS	300	393,321	8				8
9	S	CONTRACTS IN TRANSIT	205	92,440	U	C	ACC. RECEIVABLE CREDIT BAL.	220	0	9				9
10	H	SECURITIES	260	0	R	C	CUSTOMER DEPOSITS	220	0	10				10
11	C	TOTAL CASH AND CONTRACTS		995,490	E	U	WARRANTY CLAIMS ADVANCE	305	0	11				11
12	U	NET CUSTOMER RECEIVABLES	FROM P.37	14,248	R	O	NOTES PAYABLE-NEW VEH.&DEMOS	310	2,688,042	12				12
13	R	FACTORY RECEIVABLES	261	22,647	N	N	*MEMO: DELAYED PAYMENT-ACCT. 310			13				13
14	R	DUE FROM FINANCE COMPANIES	262	7,991	T	T	\$ 0			14				14
15	C	WARRANTY CLAIMS	263	20,917			NOTES PAYABLE-USED VEHICLES	311	0	15				15
16	R	INS. COMMISSIONS RECEIVABLE	264	0			NOTES PAYABLE-LEASE & RENTAL UNITS	312	0	16				16
17	E	TOTAL RECEIVABLES		65,803	L	I	NOTES PAYABLE-OTHER	314	184,039	17				17
18	N	DEMONSTRATORS	0	230	0	B	INTEREST PAYABLE	320	0	19				19
19	I	NEW CARS	36	231	882,885	A	SALARIES, WAGES & COMM. PAYABLE	321	0	20				20
20	N	NEW TRUCKS	47	237	1,717,099	C	INSURANCE PAYABLE	322	0	21				21
21	T	NEW MD TRUCKS	0	235	0	L	PAYROLL TAXES PAYABLE	323	0	22				22
22	E	OTHER AUTOMOTIVE	238	0	0	I	SALES TAXES PAYABLE	324	40,893	23				23
23	N	USED CARS	6	240	57,197	T	OTHER TAXES PAYABLE	325	0	24				24
24	T	USED TRUCKS	10	241	128,845	E	INCOME TAXES PAYABLE	327	0	25				25
25	A	PARTS AND ACCESSORIES	242	175,641	0	S	EMPLOYEE'S INCENTIVES/BONUSES PAYABLE	328	0	26				26
26	R	TIRES	243	1,887	0		OWNER'S BONUSES PAYABLE	329	0	27				27
27	S	GAS, OIL AND GREASE	244	0	0		RETIREMENT BENEFITS PAYABLE	330	0	28				28
28	E	PAINT AND BODY SHOP MATERIALS	245	10,000	0		OTHER PAYABLES	331	0	29				29
29	S	SUBLET REPAIRS	246	2,103	0		TOTAL CURRENT LIABILITIES		3,306,295	31				31
30	S	WORK IN PROCESS-LABOR	247	17,612	0	L	RESERVES AND DEFERRALS	332	0	32				32
31	E	OTHER	252	1,543	0	L				33				33
32	T	MISC. ASSETS RECEIVED IN TRADE	258	0	0	O	LONG TERM DEBT	334	0	34				34
33	T	LIFO RESERVE	FROM PG 7	(737,132)	0	N	DEFERRED TAXES	333	0	35				35
34	S	TOTAL INVENTORIES		2,257,680	0	G	TOTAL	Ln 31 to 36	3,306,295	37				37
35	S	PREPAID EXPENSES	TAXES	270	0	L	MORTGAGES PAYABLE-REAL ESTATE	335	0	39				39
36	T	INSURANCE	271	0	0	E				40				40
37	H	OTHER	274	1,258,264	0	R				41				41
38	TOTAL CURRENT ASSETS				4,577,237	M	TOTAL LIABILITIES	Ln 37 to 41	3,306,295	42				42
39	W	DRIVER TRAINING VEHICLES	0	275	0	S	NET	QUALIFIED L.T.D. \$	0	43				43
40	K	LEASE & RENTAL UNITS	0	277	0	WRKG.	DEALER	2,008,074		44				44
41	G	L & R ACCUMULATED DEP.	0	0	0	CAP.	STANDARD \$	1,100,000		45				45
42	TOTAL CURRENT AND WORKING ASSETS				4,577,237	CORPORATION TYPE:								46
43	FIXED ASSETS					C-Corp.								47
44	A	LAND	0	280	0	PROFIT OR LOSS SUMMARY (1)								48
45	U	BLDGS & IMP.	2,226	0	2,226	M	TOT.	RTL.	RTL.	PROFIT/	NET WORTH	NO.		48
46	T	LEASE HOLDS	311,303	242,556	68,747	O	NEW	NEW	USED	LOSS	CAPL STOCK &			49
47	O	IT-HARDWARE	0	0	0	J	15	15	9	7,218	AD'L PD IN CAP	360	676,740	50
48	N	IT-SOFTWARE	0	0	0	F	13	13	14	7,401	RET. EARNINGS	370	765,983	51
49	Y	M&S EQUIP	622,476	575,649	46,627	M	-	-	-	-	DIVIDENDS	375	0	52
50	U	P&A EQUIP	12,718	10,818	1,900	A	-	-	-	-				53
51	S	FURN & FIXTRS	197,879	200,974	(3,095)	M	-	-	-	-				54
52		CO. VEHICLES	330,206	260,210	69,996	J	-	-	-	-				55
53		OTHER	0	0	0	J	-	-	-	-				56
54	TOTALS (45,52)				1,476,808	1,290,407	186,401							57
55	MEMO CO VEHICLES CARS			26	TRUCKS	-								58
56	O	LIFE INSURANCE-CASH VALUE	291	0	0	S	-	-	-	-				59
57	T	NOTES & ACCTN RECEIVABLE-OFFICERS	293	0	0	O	-	-	-	-				60
58	H	NOTES & ACCOUNTS RECEIVABLE-OTHER	294	0	0	N	-	-	-	-				61
59	E	OTHER INVESTMENTS & MISC. ASSETS	296	0	0	D	-	-	-	-				62
60	R	TOTAL OTHER ASSETS		0	0	Tot	28	28	23	14,619	DLR TO BAL		0	63
61	TOTAL ASSETS				4,763,638	PROFIT OR LOSS					399	14,620		63
62						TOTAL NET WORTH						1,457,343		64
63						TOTAL LIABILITIES & NET WORTH						4,763,638		65

GENERAL SECURITY AGREEMENT

Dated: 4-25-07

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.

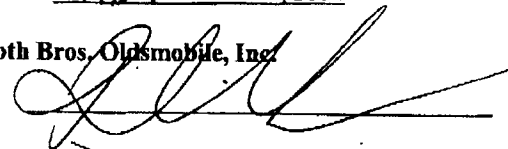
If any notification of intended disposition of any of the Collateral is required by law, notice will be considered reasonably and properly given if it is mailed at least ten days before the scheduled disposition (unless a different time is specifically allowed or required by law) and addressed to the 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: 4-25-07, 2004

Groth Bros. Oldsmobile, Inc.

By: 

General Motors Acceptance Corporation

By: 

Title: Assistant Secretary

Witness

By: 

By: _____