

1 DUANE M. GECK (State Bar No. 114823)  
 DONALD H. CRAM (State Bar No. 160004)  
 2 ANDREW S. ELLIOTT (State Bar No. 254757)  
 SEVERSON & WERSON  
 3 A Professional Corporation  
 One Embarcadero Center, Suite 2600  
 4 San Francisco, CA 94111  
 Telephone: (415) 398-3344  
 5 Facsimile: (415) 956-0439

6 Attorneys for Plaintiff  
 GMAC INC.

7  
 8 WILLIAM F. GHIRINGHELLI (State Bar No. 195376)  
 LAW OFFICE OF WM. F. GHIRINGHELLI  
 39159 Paseo Padre Pkwy Suite 225  
 9 Fremont, CA 94538  
 Telephone: (510) 739-6495  
 10 Facsimile: (510) 648-2902

11 Attorney for Defendant  
 GROTH BROS. OLDSMOBILE, INC.

13 UNITED STATES DISTRICT COURT

14 NORTHERN DISTRICT OF CALIFORNIA—OAKLAND DIVISION

15 GMAC INC., a Delaware corporation,

16 Plaintiff,

17 vs.

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

19 Defendant.

Case No.: CV-10-01669 PJH (EMCx)

**Joint Case Management Statement  
 AND ORDER**

CMC Date: October 21, 2010

Time: 2:00 p.m.

Courtroom: 3, 3rd Floor

1301 Clay Street

Oakland, California

Judge: Hon. Phyllis J. Hamilton

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 22 Plaintiff, GMAC INC., now known as Ally Financial Inc., a Delaware corporation

23 (“GMAC”), and defendant GROTH BROS. OLDSMOBILE, INC., a California corporation

24 (“Groth Chevrolet” or the “Dealership”) (together, GMAC and Groth Chevrolet referred to as the

25 “Parties”), by and through their counsel of record, respectfully submit this Joint Case

26 Management Statement.

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**Status of Case:**

The Parties entered into a Work-Out Agreement (the "Workout Agreement") on May 18, 2010, whereby GMAC agreed to refrain from enforcing its rights and remedies under its agreements with Groth Chevrolet until August 2, 2010 and so long as Groth Chevrolet agreed to perform as stated in the Work-Out Agreement.

By its terms, the Workout Agreement expired August 2, 2010. The Dealership asked GMAC for additional time so that it can pursue alternative lenders with the intention of paying off the wholesale loans and related debts that it owes to GMAC. GMAC agreed, and the Parties entered into a separately executed modification of workout letter dated August 2, 2010 ("Modified Workout Letter"). Under the terms of the Modified Workout Letter, GMAC agreed to refrain from enforcing its rights and remedies against the Dealership through the close of business on Friday, October 1, 2010 and so long as Groth Chevrolet agreed to perform as stated in the Modified Work-Out Letter.

By its terms, the Modified Work-Out Letter expired on October 1, 2010. The Dealership asked GMAC for additional time so that it can pursue alternative lenders with the intention of paying off the wholesale loans and related debts that it owes to GMAC. GMAC agreed, and the Parties entered into a separately executed modification of workout letter dated September 30, 2010 (the "Additional Modification Agreement"). Under the terms of the Additional Modification Agreement, GMAC agreed to refrain from enforcing its rights and remedies against the Dealership through the close of business on November 1, 2010 and so long as Groth Chevrolet agreed to perform as stated in the Additional Modification Agreement.

In light of the foregoing, the Parties request the Court continue the Case Management Conference currently scheduled for October 21, 2010.

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DATED: October 14, 2010

SEVERSON & WERSON  
A Professional Corporation

By: /s/ Andrew S. Elliott  
ANDREW S. ELLIOTT

Attorneys for Plaintiff  
GMAC INC.

DATED: October 14, 2010

LAW OFFICE OF WM. F. GHIRINGHELLI

By: /s/ William F. Ghiringhelli  
WILLIAM F. GHIRINGHELLI

Attorneys for Defendant  
GROTH BROS. OLDSMOBILE, INC.

THE CASE MANAGEMENT CONFERENCE  
IS CONTINUED TO 12/2/10 AT 2:00 P.M.

