

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: January 13, 2011

Time: 2:00 p.m.

Courtroom: 3, 3rd Floor  
 1301 Clay Street  
 Oakland, California

Judge: Hon. Phyllis J. Hamilton

21  
 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.

**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.

By its terms, the Additional Modification Agreement expired on November 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 November 1, 2010 (the “Fourth Modification of Workout Agreement”). Under the terms of the Fourth Modification of Workout Agreement, GMAC agreed to a final extension whereby it would refrain from enforcing its rights and remedies against the Dealership through the close of business

