1 2 3 4 5 6	DUANE M. GECK (State Bar No. 114823) DONALD H. CRAM (State Bar No. 160004) ANDREW S. ELLIOTT (State Bar No. 25475 SEVERSON & WERSON A Professional Corporation One Embarcadero Center, Suite 2600 San Francisco, CA 94111 Telephone: (415) 398-3344 Facsimile: (415) 956-0439 Attorneys for Plaintiff	7)	
7	GMAC INC.	105250	
8 9 10	WILLIAM F. GHIRINGHELLI (State Bar No. 195376) LAW OFFICE OF WM. F. GHIRINGHELLI 39159 Paseo Padre Pkwy Suite 225 Fremont, CA 94538 Telephone: (510) 739-6495 Facsimile: (510) 648-2902		
11 12	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,	Case No.: CV-	10-01669 PJH (EMCx)
16	Plaintiff,	Joint Case Management Statement	
17	VS.	CMC Date: Time:	January 13, 2011 2:00 p.m.
18	GROTH BROS. OLDSMOBILE, INC., a California corporation,	Courtroom:	3, 3rd Floor 1301 Clay Street
19 20	Defendant.	Judge:	Oakland, California 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.		
27 28			
20	10001/0010/07/02/		
	19001/0018/874962.1		Joint Case Management Statement Case No.: CV-10-01669 PJH (EMCx)

Status of Case:

1

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.

6 By its terms, the Workout Agreement expired August 2, 2010. The Dealership asked 7 GMAC for additional time so that it can pursue alternative lenders with the intention of paying 8 off the wholesale loans and related debts that it owes to GMAC. GMAC agreed, and the Parties 9 entered into a separately executed modification of workout letter dated August 2, 2010 10 ("Modified Workout Letter"). Under the terms of the Modified Workout Letter, GMAC agreed 11 to refrain from enforcing its rights and remedies against the Dealership through the close of 12 business on Friday, October 1, 2010 and so long as Groth Chevrolet agreed to perform as stated in 13 the Modified Work-Out Letter.

14 By its terms, the Modified Work-Out Letter expired on October 1, 2010. The Dealership 15 asked GMAC for additional time so that it can pursue alternative lenders with the intention of 16 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, 17 18 2010 (the "Additional Modification Agreement"). Under the terms of the Additional 19 Modification Agreement, GMAC agreed to refrain from enforcing its rights and remedies against 20 the Dealership through the close of business on November 1, 2010 and so long as Groth 21 Chevrolet agreed to perform as stated in the Additional Modification Agreement.

22 By its terms, the Additional Modification Agreement expired on November 1, 2010. The 23 Dealership asked GMAC for additional time so that it can pursue alternative lenders with the 24 intention of paying off the wholesale loans and related debts that it owes to GMAC. GMAC 25 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 26 27 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 28 - 2 -19001/0018/874962.1

1	on December 1, 2010 and so long as Groth Chevrolet agreed to perform as stated in the Fourth		
2	Modification of Workout Agreement.		
3	By its terms, the Fourth Modification of Workout Agreement expired on		
4	November 1, 2010. The Dealership asked GMAC for additional time so that it can pursue		
5	alternative lenders with the intention of paying off the wholesale loans and related debts that it		
6	owes to GMAC. GMAC agreed to provide Groth Chevrolet additional time to pursue alternative		
7	lenders. The Parties are hopeful Groth Chevrolet will fully satisfy its obligations owed under the		
8	wholesale loans and related debts within a few weeks.		
9	In light of the foregoing, the Parties request the Court continue the Case Management		
10	March 10 Conference currently scheduled for J anuary 13 , 2011. The case management conference is		
11	continued to April 7, 2011.		
12	DATED: January 6, 2011 SEVERSON & WERSON		
13	A Professional Corporation		
14			
15	By: <u>/s/ Andrew S. Elliott</u> ANDREW S. ELLIOTT		
16	Attorneys for Plaintiff		
17	GMAC INC.		
18			
19	DATED: January 6, 2011 LAW OFFICE OF WM. F. GHIRINGHELLI		
20			
21	By: <u>/s/ William F. Ghiringhelli</u>		
22	WILLIAM F. GHIRINGHELLI		
23	Attorneys for Defendant GROTH BROS. OLDSMOBILE, INC.		
24			
25			
26			
27			
28			
	-3-		
	Joint Case Management Statement Case No.: CV-10-01669 PJH (EMCx)		