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 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.
 20

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

Joint Case Management Statement

CMC Date: January 13, 2011
 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.
 27
 28

Status of Case:

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2 The Parties entered into a Work-Out Agreement (the “Workout Agreement”) on May 18,
3 2010, whereby GMAC agreed to refrain from enforcing its rights and remedies under its
4 agreements with Groth Chevrolet until August 2, 2010 and so long as Groth Chevrolet agreed to
5 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
17 Parties entered into a separately executed modification of workout letter dated September 30,
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
26 November 1, 2010 (the “Fourth Modification of Workout Agreement”). Under the terms of the
27 Fourth Modification of Workout Agreement, GMAC agreed to a final extension whereby it would
28 refrain from enforcing its rights and remedies against the Dealership through the close of business

