

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ceryx Incorporated
1343 East Main Street
Santa Paula, California 93060

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Citizenship (see guidelines) _____

Execution Date(s) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Dow Chemical Company

Internal _____

Address: The Dow Chemical Company

Street Address: 2030 Dow Center

City: Midland

State: Michigan

Country: USA Zip: 48674

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

75663236; 75663231; 75663235; 75612598

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael L. Glenn

Internal Address: The Dow Chemical Company

Street Address: 1790 Building, Washington Street

City: Midland

State: Michigan Zip: 48674

Phone Number: 989/636-2860

Fax Number: 989/636-7592

Email Address: MLGlenn@dow.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 04-1512

Authorized User Name _____

9. Signature:

Norman L. Sims
Signature

Jan 21, 2005
Date

Norman L. Sims

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2012

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$160.00 041512 75663233



**UNITED STATES BANKRUPTCY COURT
Central District of California**

Thereby attest and certify that on 1/12/05 the
attached reproduction(s), containing 16 pages, is a
full, true and correct copy of the complete document entitled:
AD 03-1245-RR
CERYX INCORPORATED
STIPULATION

which includes: Exhibits Attachments

on file in my office and in my legal custody at the marked location:

300 North Los Angeles Street
Los Angeles, CA 90012

3420 Twelfth Street, Suite 125
Riverside, CA 92501-3819

411 West 4th Street, Suite 2074
Santa Ana, CA 92701-4593

1415 State Street
Santa Barbara, CA 93101-2511

21041 Burbank Boulevard
Woodland Hills, CA 91367

Jon D. Ceretto, Clerk of Court

By: 
Deputy Clerk

**THIS CERTIFICATION IS VALID ONLY WITH THE
UNITED STATES BANKRUPTCY COURT SEAL.**

TRADEMARK

FILED

04 DEC 23 AM 11:24

CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

BY: [Signature] DEPUTY

1 CRAIG M. RANKIN (SBN 169844)
 2 NELLWYN W. VOORHIES (SBN 168698)
 3 LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.
 4 1801 Avenue of the Stars, Suite 1120
 Los Angeles, California 90067
 Telephone: (310) 229-1234
 Facsimile: (310) 229-1244

6 JOHN R. WALTON (SBN 130666)
 LAW OFFICES OF JOHN R. WALTON, P.C.
 7 333 South Grand Avenue, Suite 4270
 Los Angeles, California 90071
 Telephone: (213) 620-9600
 Facsimile: (213) 620-9699

10 Attorneys for Assignees Raoul Corona,
 Rodney Elliott, Christina Morgan and
 11 Philip Morgan

12 UNITED STATES BANKRUPTCY COURT
 13
 14 CENTRAL DISTRICT OF CALIFORNIA
 15
 16 (NORTHERN DIVISION)

17 In re) CASE NO. ND01-12085-RR
 18 CERYX INCORPORATED,)
 19 Debtor.) Adversary No. 03-1245
 20)
 21 RAOUL CORONA, RODNEY) STIPULATION RESOLVING COMPLAINT
 ELLIOTT, CHRISTINA MORGAN) FOR AVOIDANCE AND RECOVERY OF
 22 AND PHILIP MORGAN, as) TRANSFERS, DISALLOWANCE OF CLAIM,
 Assignees of JERRY NAMBA) AND EQUITABLE SUBORDINATION
 the Chapter 7 Trustee,)
 23)
 Plaintiffs,) Hearing:
 24) Date: December 14, 2004
 25 v.) Time: 10:00 a.m.
) Place: Courtroom 201
 26 DOW CREDIT CORPORATION,) 1415 State Street
 DOW CHEMICAL CORPORATION,) Santa Barbara, CA
 27 AND DOW AUTOMOTIVE COMPANY,)
 28 Defendants.)

2
 3 Raoul Corona, Rodney Elliott, Christina Morgan, and Philip
 4 Morgan (collectively, the "Plaintiffs")¹, and Ceryx Asset
 5 Recovery LLC ("CAR"), on the one hand, and Dow Credit
 6 Corporation and The Dow Chemical Company (collectively "Dow"),
 7 on the other hand, enter into this Stipulation, as follows:

8
 9 RECITALS

10 1. Ceryx filed its voluntary Chapter 11 bankruptcy case
 11 on June 13, 2001 (the "Petition Date").

12 2. The case was converted to Chapter 7 by Order of the
 13 Court entered on or about November 6, 2001.

14 3. Jerry Namba (the "Trustee") was appointed Chapter 7
 15 Trustee on or about December 5, 2001.

16 4. Pursuant to the Bankruptcy Court order authorizing the
 17 Trustee to assign and sell certain assets of the Estate to the
 18 Plaintiffs (the "Bankruptcy Court Order"), Plaintiffs purchased
 19 Ceryx's rights, if any, to pursue, not to pursue, litigate,
 20 settle, compromise, or collect on (1) any and all claims against
 21 Dow Credit Corporation or The Dow Chemical Company, including,
 22
 23

24
 25 ¹ Pursuant to that certain Limited Liability Company Operating Agreement of
 26 Ceryx Asset Recovery, LLC, Plaintiffs have contributed and/or transferred all
 27 intellectual property and any and all personal property purchased from the
 28 Ceryx Incorporated Bankruptcy Estate and owned by them which are more
 specifically described in the Assignment and Sale of Assets attached to that
 certain Order Authorizing Trustee to Assign and Sell Certain Assets of the
 Estate Free and Clear of Liens of Donald Skinner and Kenneth Karas, dated
 April 2, 2002 to CAR. The Bankruptcy Court Order is on file with the
 Bankruptcy Court presiding over the Ceryx Incorporated Bankruptcy Estate in
 Santa Barbara, California.

1 but not limited to, a potential preference action under 11
2 U.S.C. Section 547, and (2) any and all claims against former
3 officers of Ceryx with the exception of certain pending actions
4 (collectively, "Claims").
5

6 5. Pursuant to the Bankruptcy Court Order, Plaintiffs
7 also purchased all of Ceryx's intellectual property, including,
8 but not limited to, certain technology related to diesel
9 emissions (the "Intellectual Property"). As part of the
10 consideration for such purchase, Plaintiffs agreed to pay the
11 Trustee forty percent (40%) of any net recovery (the "Recovery")
12 retained from the Claims and Intellectual Property. The
13 Recovery shall be determined by deducting from the gross
14 proceeds, the reasonable attorneys fees and costs incurred by
15 Plaintiffs or CAR in pursuing or litigating any of the claims
16 described herein and in recovering or collecting assets pursuant
17 to the agreement regarding the purchase of assets by the
18 Plaintiffs from the Ceryx bankruptcy estate. Attorneys fees and
19 costs shall include the fees and expenses of counsel for the
20 Plaintiffs and CAR and may include, without limitation,
21 printing, photocopying, duplicating and other expenses, air
22 freight charges, deposition costs, court reporter fees, long
23 distance telephone charges and recording charges, and fees
24 billed for law clerks, paralegals, librarians, and others not
25 admitted to the bar but performing services under the
26 supervision of an attorney. The terms **TRADEMARK** attorneys fees and costs
27
28

1 shall also include, without limitation, all fees and expenses
2 for appeals, arbitrations, and proceedings in the bankruptcy
3 court or the U.S. Patent and Trademark office.
4

5 6. On or about April 4, 2002, Dow Credit filed a proof of
6 claim with this Court alleging a secured claim against the
7 Debtor in the amount of \$2,685,000.

8 7. On June 10, 2003, the Plaintiffs initiated the above-
9 captioned adversary proceeding seeking, among other things, to
10 avoid certain transfers to Dow including the transfer of a
11 security interest, to disallow Dow's claim, and to equitably
12 subordinate Dow's claim.
13

14 8. On July 10, 2003, Dow filed an answer to the
15 Plaintiffs' complaint, denied certain allegations, and asserted
16 various affirmative defenses.

17 9. The parties have extensively negotiated regarding the
18 claims of both parties, and have reached a consensual
19 resolution.
20

21 10. Concurrently with filing this Stipulation, the
22 Plaintiffs have filed a Motion seeking approval of the
23 Settlement with the Bankruptcy Court pursuant to Federal Rule of
24 Bankruptcy Procedure 9019.
25
26
27
28

AGREEMENT

NOW, THEREFORE, THE PARTIES TO THIS STIPULATION HEREBY
AGREE AS FOLLOWS:

A. Dow will and hereby does release any alleged security interest against any of Ceryx's property, including the Intellectual Property. Dow will release its Uniform Commercial Code filings against the Intellectual Property. The proof of claim filed by Dow shall be deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89 (the "Dow Unsecured Claim"). Such claim will be deemed to have arisen against Ceryx on September 15, 2000. Such claim shall be deemed a final allowed claim against the Ceryx bankruptcy estate and will not be subject to challenge of any kind and the Order approving this Stipulation shall include a provision consistent with this paragraph.

B. Dow hereby assigns the right to receive one-half of any and all distributions made on the Dow Unsecured Claim to CAR care of its counsel, John Walton, at the address set forth on the upper-left hand column of the first page of this Stipulation.

C. CAR and the Plaintiffs shall pay to Dow, within 30 days of receipt by CAR or the Plaintiffs, one-half of CAR's and the Plaintiffs' share of the Recovery from any actions related to, or sale of, the Claims or the Intellectual Property until

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1 such time as Dow has received \$1.25 million pursuant to this
2 paragraph. For the purposes of Paragraph C, Recovery does not
3 include any payments received by CAR and Plaintiffs from the
4 estate pursuant to Paragraph B of this Agreement. CAR and the
5 Plaintiffs shall, upon Dow's request, provide to Dow an
6 accounting of the funds received from such actions related to,
7 or sale of, the Claims or the Intellectual Property and paid out
8 prior to the payments to Dow.
9

10 D. Effective upon the entry of an order approving this
11 Stipulation, Dow for itself, and for its subsidiaries,
12 successors and assigns, hereby does release and forever
13 discharge all of the Plaintiffs and CAR and their
14 representatives, agents, and assigns from any and all claims,
15 actions, suits, accounts, convenience, contracts, controversies,
16 damages, judgments, and demands, of whatsoever kind or nature
17 which Dow ever had, now has or which its successors or assigns
18 hereafter can, shall or may have, for upon or by reason of any
19 matter or thing whatsoever arising on or before the date hereof.
20
21 No claims are reserved.
22

23 E. Effective upon the entry of an order approving this
24 Stipulation, the Plaintiffs and CAR for themselves, and their
25 successors and assigns hereby do release and forever discharge
26 Dow, its directors, officers, employees, attorneys and their
27 successors, assigns and any subsidiary corporations, from any
28 and all claims, actions, suits, ^{TRADEMARK} accounts, convenience,

1 contracts, controversies, damages, judgments, and demands, of
2 whatsoever kind or nature which the Plaintiffs or each of them,
3 ever had, now has or which its successors or assigns hereafter
4 can, shall or may have, for upon or by reason of any matter or
5 thing whatsoever arising on or before the date hereof, except
6 that Plaintiffs and CAR expressly do not release Cummins,
7 Cummins West, Inc., Cleaire, their successors, assigns and any
8 subsidiary corporations or any other defendant named in
9 Adversary Proceeding No. 04-01117 pending before this Court. No
10 claims are reserved.

11
12 F. Plaintiffs, CAR and Dow acknowledge that they have
13 read and understood section 1542 of the California Civil Code,
14 which provides that "[a] general release does not extend to
15 claims which the creditor does not know or suspect to exist in
16 his favor at the time of executing his release, which if known
17 by him must have materially affected his settlement with the
18 debtor." Plaintiffs, CAR and Dow waive any rights under section
19 1542.

20
21 G. Dow will not interfere or hamper Plaintiffs' and CAR's
22 efforts to recover in any litigation regarding or related to the
23 Intellectual Property, including, but not limited to, Adversary
24 Proceeding No. 04-01117 pending before this Court, Dow also will
25 provide Plaintiffs with all documentation and records reasonably
26 requested in furtherance of such litigation. Dow, however, shall
27 at its sole discretion have the right not to provide any such
28

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1 documentation or records that it deems to be proprietary and
 2 confidential. Plaintiffs and CAR reserve the right to seek to
 3 compel production of such documents and to challenge any such
 4 designation under any applicable federal or state rules and
 5 procedures governing discovery. Dow, Plaintiffs, and CAR do not
 6 waive any rights they may have under the Federal Rules of Civil
 7 Procedure, the Federal Rules of Bankruptcy Procedure, local
 8 District Court and Bankruptcy Court rules or under any state
 9 rules of civil procedure.
 10

11 H. The terms of this Stipulation shall be binding upon
 12 any successor or assignee of any party to this Stipulation.
 13

14 I. Nothing herein shall be construed to hinder, limit, or
 15 otherwise interfere with the Trustee's rights and interests in
 16 the Recovery.

17 Agreed:

18 RAOUL CORONA

19
 20 (Signature page attached.)

21 RODNEY ELLIOTT

22
 23 (Signature page attached.)

24 CHRISTINA MORGAN

25
 26 (Signature page attached.)

27 PHILIP MORGAN

28 (Signature page attached.)

TRADEMARK

From-R&R PIPELIT NC.

805 933 0079

T-760 P.002/005 F-985

documentation or records that it deems to be proprietary and confidential. Plaintiffs and CAR reserve the right to seek to compel production of such documents and to challenge any such designation under any applicable federal or state rules and procedures governing discovery. Dow, Plaintiffs, and CAR do not waive any rights they may have under the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, local District Court and Bankruptcy Court rules or under any state rules of civil procedure.

H. The terms of this Stipulation shall be binding upon any successor or assignee of any party to this Stipulation.

I. Nothing herein shall be construed to hinder, limit, or otherwise interfere with the Trustee's rights and interests in the Recovery.

Agreed:

RAOUL CORONA

Raul Corona 11/5/04

RODNEY ELLIOTT

Rodney L Elliott 11-5-04

[Signature]

11-5-04

CHRISTINA MORGAN

PHILIP MORRIS

[Signature]

From-R&R PIPELIN' INC.

805 933 0079

T-760 P.003/005 F-985

documentation or records that it deems to be proprietary and confidential. Plaintiffs and CAR reserve the right to seek to compel production of such documents and to challenge any such designation under any applicable federal or state rules and procedures governing discovery. Dow, Plaintiffs, and CAR do not waive any rights they may have under the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, local District Court and Bankruptcy Court rules or under any state rules of civil procedure.

H. The terms of this Stipulation shall be binding upon any successor or assignee of any party to this Stipulation.

I. Nothing herein shall be construed to hinder, limit, or otherwise interfere with the Trustee's rights and interests in the Recovery.

Agreed:

RAOUL CORONA

Raul Corona 11/5/04

Rodney L Elliott 11-5-04

RODNEY ELLIOTT

CHRISTINA MORGAN

11-5-04

PHILIP MORGAN

[Handwritten signature and date]

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CERYX ASSET RECOVERY, LLC

(Signature page attached.)

By: _____

Its: _____

Agreed:

DOW CREDIT CORPORATION

By: (Signature page attached.)

Its: _____

THE DOW CHEMICAL COMPANY

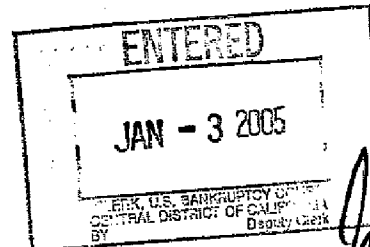
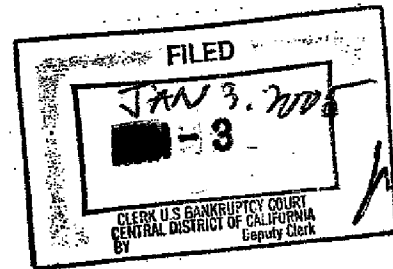
By: (Signature page attached.)

Its: _____

NO OBJECTION:

JERRY NAMBA, Chapter 7 Trustee

(Signature page attached.)



ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: ~~November~~ ^{Jan} 3, 2005

Robin Riblet
THE HONORABLE ROBIN L. RIBLET
UNITED STATES BANKRUPTCY JUDGE

CERYX ASSET RECOVERY, LLC

By: [Signature]
Its: MANAGER

Agreed:

DOW CREDIT CORPORATION

By: _____
Its: _____

THE DOW CHEMICAL COMPANY

By: _____
Its: _____

NO OBJECTION:
JERRY NAMBA, Chapter 7 Trustee

ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: November __, 2004

THE HONORABLE ROBIN L. RIBLET
UNITED STATES BANKRUPTCY JUDGE

FAX 9896389224

LITIGATION FAX

002

CERYX ASSET RECOVERY, LLC

By: _____
Its: _____

Agreed:

DOW CREDIT CORPORATION

By: _____ *Amk*
Its: _____ PRESIDENT
E.G.

THE DOW CHEMICAL COMPANY

By: _____ *Amk*
Its: Corporate Vice President and General Counsel

NO OBJECTION:
JERRY NAMBA, Chapter 7 Trustee

ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: November __, 2004

THE HONORABLE ROBIN L. RIBLET
UNITED STATES BANKRUPTCY JUDGE

36 FAX 310 277 7584

ROBINSON, DIAMANT

002

CERYX ASSET RECOVERY, LLC

By: _____
Its: _____

Agreed:

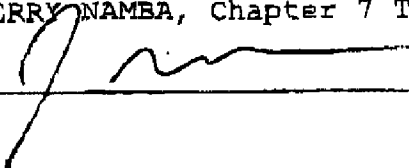
DOW CREDIT CORPORATION

By: _____
Its: _____

THE DOW CHEMICAL COMPANY

By: _____
Its: _____

NO OBJECTION:
JERRY NAMBA, Chapter 7 Trustee



ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: November __, 2004

THE HONORABLE ROBIN L. RIBLET
UNITED STATES BANKRUPTCY JUDGE

TRADEMARK
REEL: 003019 FRAME: 0565

Declaration of Service

I am over the age of eighteen years and not a party to the within action. I am employed in an office that employs a member of the bar of this Court, at whose direction the within service was made. My business address is LEVENE, NEALE, BENDER, RANKIN & BRILL, 1801 Avenue of the Stars, Suite 1120, Los Angeles, CA 90067.

On December 22, 2004, I served the foregoing document(s) described as:

STIPULATION RESOLVING COMPLAINT FOR AVOIDANCE AND RECOVERY OF TRANSFERS, DISALLOWANCE OF CLAIM, AND EQUITABLE SUBORDINATION

on the interested parties in this action by placing true copies thereof, enclosed in sealed envelopes, with first class postage thereon fully prepaid, in the United States mail at Los Angeles, California, (unless otherwise indicated to be by Federal Express, Overnight mail, messenger or fax) addressed as follows:

Lauren T. Diehl, Esq.
Reed Smith Crosby Heafey LLP
355 South Grand, Suite 2900
Los Angeles, CA 90071

Co-Counsel for Plaintiffs
John R. Walton, Esq.
Law Offices of John R. Walton, P.C.
333 South Grand Avenue, Suite 4270
Los Angeles, California 90071

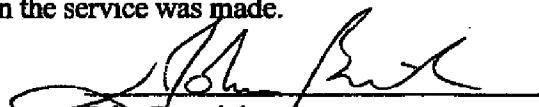
(By Mail) I caused such envelope with postage thereon, fully prepaid to be placed in the United States mail. Executed on December 22, 2004, at Los Angeles, California.

(By personal service) I caused such envelope to be delivered by hand to the officers of the addressee. Executed on December __, 2004, at Los Angeles, California.

(By Federal Express) I caused said document to be sent via Federal Express for next business morning delivery. Executed on December __, 2004, at Los Angeles, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am an employee in the offices of a member of the State Bar of this Court at whose direction the service was made.


John Berwick



Party Name, Address and Telephone Number

FOR COURT USE ONLY

G M. RANKIN (SBN 169844)
NELLWYN W. VOORHIES (SBN 168698)
LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.,
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067
Telephone (310) 229-1234

Attorneys for Plaintiffs

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:

CERYX INCORPORATED,

ND01-12085-RR

Debtor.

CORONA ET AL. V. DOW CREDIT CORPORATION ET AL.

CHAPTER 7 CASE NUMBER
ADV. NO. 03-1245

**NOTICE OF ENTRY JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

- 1. You are hereby notified that a judgment or order entitled (specify):

ORDER GRANTING STIPULATION RESOLVING COMPLAINT FOR AVOIDANCE AND RECOVERY OF TRANSFERS, DISALLOWANCE OF CLAIM, AND EQUITABLE SUBORDINATION

was entered on (specify date): **JAN - 3 2005**

- 2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment of the persons and entities on the attached service list on (specify date): **JAN - 3 2005**

<u>Counsel for Defendants</u> Lauren T. Diehl, Esq. Reed Smith Crosby Heafey LLP 355 South Grand, Suite 2900 Los Angeles, CA 90071	<u>Counsel for Plaintiffs</u> Nellwyn W. Voorhies, Esq. Levene, Neale, Bender, Rankin & Brill LLP 1801 Avenue of the Stars, Suite 1120 Los Angeles, CA 90067	<u>Counsel for Plaintiffs</u> John R. Walton, Esq. Law Offices of John R. Walton, P.C. 333 South Grand Avenue, Suite 4270 Los Angeles, CA 90071
------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------

Dated: **JAN - 3 2005**

Jon D. Carretto
Clerk of the Bankruptcy Court
by: James W. [Signature]
Deputy Clerk

If a judgment is by default, a copy of the judgment must be attached to this notice.
This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California