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**ENDORSED
FILED**

JAN 28 2011

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY Lisa Wilson DEPUTY

7 Proposed Attorneys for Mohamed Poonja,
Receiver
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SANTA CLARA

11 IN RE THE MATTER OF THE CHINESE-
AMERICAN MUTUAL ASSISTANCE
12 ASSOCIATION, INC.,

Case No. 110-CV-167333
Hon. Richard Loftus, Jr.,
Presiding Judge-Elect

13 A Corporation in Process of Winding Up.
14

**STIPULATION TO ENTRY OF ORDER
SUBSTITUTING COUNSEL; ORDER
THEREON**

[No Hearing Requested]

BY FAX

17 This Stipulation to Entry of Order Substituting Counsel; Order Thereon is entered into by and
18 among Mohamed Poonja, Receiver appointed in the above-referenced case, his current counsel of
19 record, Duane Morris LLP, and the Receiver's proposed counsel, Luce, Forward, Hamilton & Scripps,
20 LLP, and respectfully represents as follows:

21 A. On June 18, 2010, the Court entered its Order for Petition for Court Supervision of
22 Voluntary Winding Up of the Chinese-American Mutual Assistance Association, Inc. and
23 Appointment of Receiver (the "Appointment Order").

24 B. Under the terms of the Appointment Order, Mohamed Poonja of Poonja & Company,
25 Management & Financial Advisory Services was appointed as Receiver. A copy of the Appointment
26 Order is annexed hereto as **Exhibit A**. Under the terms of Paragraph II.4.j. of the Appointment Order,
27 the Receiver was authorized to retain Duane Morris LLP as his counsel, who was authorized to charge
28 "customary rates" not to exceed \$550 per hour. The Appointment Order noted that any fees awarded

1 to the Receiver or his counsel were subject to Court approval.

2 C. On January 19, 2011 the Court entered its Order Granting Motion for Court's
3 Authorization to Sell Real Property and Personal Property (the "Sale Order"), a copy of which is
4 annexed hereto as **Exhibit B**. Duane Morris LLP prepared the Sale Order and represented the
5 Receiver at the time of the January 19, 2011 hearing.

6 D. While there will be certain wrap up matters regarding the sale authorized by the Sale
7 Order, the Receiver now wishes to retain the services of Luce, Forward, Hamilton & Scripps, LLP
8 ("New Counsel") in place of Duane Morris LLP to assist the Receiver in the claims process, the
9 preparation of a form of claim that will be circulated to all claimants in this case, and other remaining
10 actions.

11 E. New Counsel agrees to abide by the terms of the Appointment Order, including but not
12 limited to compensation issues. In conformity with the requirements of Rule 3.1180 of the California
13 Rules of Court, New Counsel is not an attorney for, associated with, nor employed by an attorney of
14 any party. Previously, New Counsel represented a Receiver in the involuntary dissolution of a non-
15 profit corporation, PipeVine, Inc., which was initiated by then Attorney General Bill Lockyer before
16 the Superior Court of the State of California, County of San Francisco.

17 F. Continued employment of counsel is necessary to accomplish the matters described
18 thoroughly in the Appointment Order and to assist the Receiver in establishing a claim procedure.

19 G. The Receiver does not believe there will be duplicative services because New Counsel
20 will focus primarily on assisting the Receiver with the claim process.

21 NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

22 1. The substitution of Luce, Forward, Hamilton & Scripps, LLP in place of Duane Morris
23 LLP is acceptable.

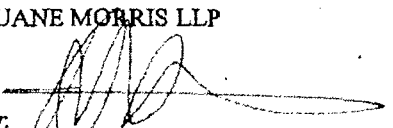
24 2. The terms and conditions of the Appointment Order shall remain in full force and
25 effect, with the exception of the substitution of Luce, Forward, Hamilton & Scripps, LLP for Duane
26 Morris LLP as counsel for the Receiver.

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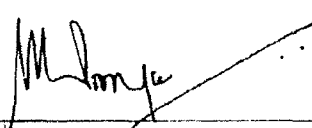
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1 DATED: January 26, 2011

DUANE MORRIS LLP

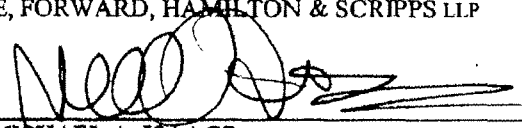
2
3 By: 
4 ARON M. OLINER,
Attorney for MOHAMED POONJA,
Receiver

6 DATED: January 25, 2011

7
8 By: 
9 MOHAMED POONJA,
Receiver


10 DATED: January 26, 2011

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

11
12 By: 
13 MICHAEL A. ISAACS,
14 Proposed New Counsel for
MOHAMED POONJA,
15 Receiver

16 APPROVED AS TO FORM

17 DATED: January 26, 2011

18
19 By: 
20 SCOTT CHAN,
21 Deputy Attorney General,
Attorneys for the Petitioner, the People of the State of
22 California

23 IT IS SO ORDERED

24 Dated: JAN 27 2011

RICHARD J. LOFTUS, JR.

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26
27 HON. RICHARD LOFTUS, JR.,
JUDGE OF THE SUPERIOR COURT

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7 *Attorneys for the Petitioner, the People of the State
of California*

(ENDORSED)
FILED
JUN 18 2010
DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

12 **IN RE THE MATTER OF THE CHINESE-
13 AMERICAN MUTUAL ASSISTANCE
ASSOCIATION, INC.,**
14 A Corporation in Process of Winding Up.

Case No. 110CV167333
**ORDER FOR PETITION FOR COURT
SUPERVISION OF VOLUNTARY
WINDING UP OF THE CHINESE-
AMERICAN MUTUAL ASSISTANCE
ASSOCIATION, INC. AND
APPOINTMENT OF RECEIVER**
Date: June 11, 2010
Time: 9:00 am
Dept: 17
Judge: Jamie A. Jacobs-May, Presiding Judge
Trial Date:
Action Filed:

21 The Court having read and considered the Petition in this action, and its supporting
22 declarations, together with all other pleadings and papers filed by the parties, and finding good
23 cause therefor,

24 IT IS HEREBY ORDERED:

25 **I. THE COURT ASSUMES JURISDICTION PURSUANT TO CORPORATIONS**
26 **CODE SECTION 6614.**
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1 **II. APPOINTMENT OF RECEIVER.**

2 1. APPOINTMENT OF RECEIVER: The appointment of Mohamed Poonja of Poonja &
3 Company located at P.O. Box 1510, Los Altos, California 94023 as receiver (the "Receiver") in
4 this action is confirmed.

5 2. THE RECEIVERSHIP ESTATE. The "Receivership Estate" or "Property," as those
6 terms are used herein comprises all of the real, personal, tangible and intangible property of the
7 Chinese-American Mutual Assistance Association, Inc. ("CMAA") including, but not limited to
8 its building and property located at 1669 Flanigan Drive, San Jose, California 95121, and any
9 other collateral that secures any and all loans taken out by CMAA. Without limiting the
10 foregoing, the Receivership Estate includes, without limitation:

11 a. the real property and all improvements thereto described above and located at 1669
12 Flanigan Drive, San Jose, California 95121;

13 b. all personal property, including, but not limited to, cash and security deposits derived
14 from the Receivership Estate, and all maintenance materials, supplies, equipment and tools; and

15 c. all books and records kept by CMAA in whatever form.

16 3. POSSESSION BY THE RECEIVER: The Receiver shall take immediate possession of
17 the Receivership Estate.

18 4. POWERS AND DUTIES OF RECEIVER: The Receiver shall have all powers, duties
19 and authorities as are provided by law to use, operate, manage and control the Receivership
20 Estate, to collect and receive any and all rents, sub-rents, lease payments, profits and other
21 income from the Receivership Estate, to protect, preserve, improve and maintain the Receivership
22 Estate, and to incur expenses that are necessary and appropriate to care for, preserve and maintain
23 the Receivership Estate. Without limiting the foregoing, the Receiver's powers and duties shall
24 specifically include:
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- 1 a. Determining the priority of claims to be paid subject to approval by the above-entitled
2 Superior Court (“Court”). Subject to the approval of the Court, distributing a minimum of
3 85% of CMAA’s liquidated assets, net of costs of the receivership, to the participants of
4 CMAA’s program called the “CMAA Senior Mutual Assistance Program” (“Senior
5 Program”). Additionally, only if approved by the Court, distributing no more than 15% of
6 CMAA’s liquidated assets, net of costs of the receivership, to another California public
7 benefit corporation approved by the Court which has a similar charitable purpose as
8 CMAA;
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- 10 b. The Receiver shall collect any rents, profits and other income from the Property, wherever
11 they may exist;
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- 13 c. Monies coming into the possession of the Receiver and not expended for necessary
14 operating expenses or any other purposes authorized by this Order shall be held by the
15 Receiver in one or more bank accounts at such federally-insured banking institutions as
16 the Receiver shall select, subject to such further orders as this Court may hereafter issue as
17 to the disposition of such monies.
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- 19 d. Subject to further order of this Court and to the extent there are funds in the Receivership
20 Estate, the Receiver may operate and manage the Property, and the Receiver is authorized
21 (i) to pay all ordinary and necessary expenses relating to operating the Property, (ii) to pay
22 property taxes and assessments assessed against the Property, (iii) to purchase materials,
23 supplies and services, (iv) to pay expenses incurred for maintenance, repairs and
24 alterations reasonably necessary and proper to keep the Property in good condition, and
25 (v) to pay for the foregoing items at the ordinary and usual rates and price out of the funds
26 that shall come into his possession as Receiver. Notwithstanding the foregoing, the
27 Receiver is to make no payment for accrued liabilities of the CMAA existing prior to this
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1 Order other than expenses that in his reasonable judgment are necessary or proper to
2 preserve and protect the Property.

3 e. The Receiver shall notify all necessary local, state and federal governmental agencies of
4 his appointment as Receiver, including the California Franchise Tax Board, the Internal
5 Revenue Service and the California Board of Equalization.

6
7 f. The Receiver shall, upon taking possession of the Property, immediately determine
8 whether, in the Receiver's judgment, there is sufficient insurance coverage for the
9 Property and shall notify the parties herein of his determination. If sufficient coverage
10 does exist, the Receiver may have himself named as an additional insured on the policy or
11 policies for the period that he is in possession of the Property. If sufficient insurance
12 coverage does not exist and only if there are funds in the Receivership Estate to cover it,
13 including coverage for any actions taken by the Receiver within the scope of his
14 receivership, the Receiver shall immediately so notify the parties to this lawsuit and shall
15 procure, within ten (10) days, sufficient insurance for the Property, provided there are
16 funds in the Receivership Estate available to do so. The Receiver shall not be personally
17 liable for any uninsured claims arising prior to the time that sufficient insurance is in place
18 and in force.

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20 g. The Receiver shall take receipt of any mail addressed to CMAA or any employee,
21 volunteer or agent thereof, for the purpose of opening that mail and taking receipt of
22 payments payable with respect to the Receivership Estate.

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24 h. To the extent deemed appropriate by the Receiver, the Receiver may encumber the
25 Property to borrow additional funds to enable the Receiver to perform his duties and
26 satisfy his costs and expenses hereunder if approved by the Court.

27 i. The Receiver shall develop a reasonable standard for evaluating proof of claims and may,
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1 at the Receiver's discretion, follow or modify the proof of claims standards used by the
2 United States Bankruptcy Courts, which standard shall be subject to approval by the
3 Court.

4 j. The Receiver may charge \$375.00 per hour for his receivership services and is authorized
5 to retain legal counsel necessary to effectuate the receivership. The Receiver is authorized
6 to have Duane Morris LLP as his counsel who shall charge customary rates, not to exceed
7 \$550 per hour. The fees awarded to the Receiver or his counsel are subject to approval by
8 this Court.

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10 k. The Receiver is authorized to retain the services of and enter into contracts, maintenance
11 and repair companies, licensed engineers or other building professionals, property
12 managers, and environmental consultants and contractors as the Receiver may select, and
13 as the Receiver may deem necessary or appropriate to properly investigate, monitor and/or
14 remediate any conditions or issues pertaining to the Property.

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16 l. The Receiver is authorized to market and sell the Property and to take such actions as are
17 necessary to effectuate a private sale of the Property. In carrying out these duties, the
18 Receiver is authorized to retain properly qualified real estate professionals, including, but
19 not limited to, a real estate appraiser, broker and/or agent to list and market the Property.
20 Any sale of real property requires approval by the Court and shall be done by motion with
21 the Court.

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23 m. In performing his duties, no risk or obligation shall be the personal risk or obligation of
24 the Receiver, but rather shall be solely the risk or obligation of the Receivership Estate.

25 n. Upon liquidation of all Property and distribution of the assets pursuant to the Settlement
26 Agreement, the Receiver shall then be divested of possession, custody and control of the
27 applicable Property and, if consistent with existing law, the Receiver shall have no further
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1 liability as to the applicable Property. Discharge of the Receiver shall require an order of
2 this Court after filing of the Receiver's Final Accounting and exoneration of the
3 Receiver's bond.

4 o. No less frequently than once per quarter, the Receiver will prepare periodic interim
5 statements reflecting the Receiver's fees and administrative and management costs
6 incurred in the operation and administration of the Receivership Estate. Upon completion
7 of an interim statement, and mailing a copy to the parties' respective attorneys of record
8 or any other designated person or agent, the Receiver may pay from funds in the
9 Receivership Estate, if any, the amount of said statement. Notwithstanding the periodic
10 payment of the Receiver's fees and administrative expenses, said fees and expenses shall
11 be submitted to the Court for its approval and confirmation, in the form of either a noticed
12 interim request for fees, a stipulation among all the parties, or the Receiver's Final
13 Accounting.

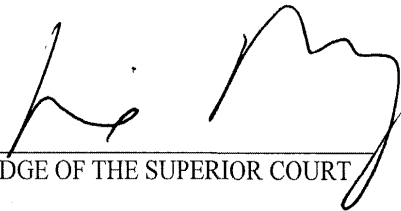
14 p. It is further ordered that the Receiver may at any time, apply to this Court for further
15 instructions and for further powers necessary to enable the Receiver to perform his duties.

16 q. CMAA, its Board of Directors, its representatives, employees, and all other persons in
17 active concert and participation with them, shall fully cooperate with the Receiver and
18 shall fully cooperate in immediately making available and turning over to the Receiver all
19 Property, keys to the Property and the originals (or, with the Receiver's consent, copies)
20 of all books, records, ledgers, bank records, documents, subcontracts, contracts, computer
21 software and other business records wherever located relating to the Property. The
22 Receiver shall retain all documents until final disposition of the documents is determined
23 and approved by the Court. Documents shall be made available for copying and all
24 requests for copies shall be at the requestor's expense.
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- r. Any and all information regarding CMAA assets may be submitted to the Receiver. The Receiver will not be able to respond to those who submit the information.
- s. It is further ordered that Petitioner shall post on its website copies of all pleadings that are filed in this case, including but not limited to motions to sell assets, to establish procedures for claims allowance, interim accountings and any court order, as well as any other document requested by the Receiver or the Court.
- t. All requests for court approval shall be served by mail on Deputy Attorney General Scott Chan, Mr. George Kasolas, counsel for CMAA, and Mr. Tam Nguyen, counsel for a number of the participants.
- u. The instant order shall be posted on the Office of the Attorney General's website within 10 days of the signing of the order.

Dated: June 18, 2010



JUDGE OF THE SUPERIOR COURT
Jamie Jacobs-May

SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA	<p>(ENDORSED) FILED JUN 18 2010 DAVID H. YAMASAKI Chief Executive Officer/Clerk Superior Court of CA County of Santa Clara BY _____ DEPUTY</p>
<p>In Re the Matter of the Chinese-American Mutual Assistance Association, Inc., A Corporation in Process of Winding Up.</p>	<p>Case Number: 1-10-CV-167333</p>
<p>PROOF OF SERVICE BY MAIL OF: ORDER FOR PETITION FOR COURT SUPERVISION OF VOLUNTARY WINDING UP OF THE CHINESE-AMERICAN MUTUAL ASSISTANCE ASSOCIATION, INC., AND APPOINTMENT OF RECEIVER</p>	

CLERK'S CERTIFICATE OF SERVICE: I certify that I am not a party to this case and that a true copy of this document was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below and the document was mailed at SAN JOSE, CALIFORNIA on :

David H. Yamasaki, Chief Executive Officer/Clerk

BY _____, Deputy
C. Collins

Scott Chan, Esq.
Office of the Attorney General
455 Golden Gate Avenue, Ste. 11000
San Francisco, CA 94102-7004

George Kasolas, Esq.
Law Office of George Kasolas
1190 S. Bascom, Ste. 213
San Jose, CA 95128

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San Francisco, CA 94105-1104

Tam Nguyen, Esq.
545 E. St. John Street
San Jose, CA 95112

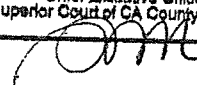
Proof of service
Clerk's Certificate of Service

1 Aron M. Oliner (SBN 152373)
Damon M. Fisk (SBN 211824)
2 **DUANE MORRIS LLP**
One Market Plaza
3 Spear Street Tower, Suite 2200
San Francisco, CA 94105-1127
4 Telephone: 415.957.3000
Facsimile: 415.957.3001
5 E-mail: ROliner@duanemorris.com
DMFisk@duanemorris.com

6 Attorneys for Receiver,
7 MOHAMED POONJA

FILED

JAN 19 2011

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY  DEPUTY

S. Marshall

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA CLARA**

11 IN RE: THE MATTER OF THE
CHINESE-AMERICAN MUTUAL
12 ASSISTANCE ASSOCIATION, INC.
13 A Corporation in Process of Winding Up,

Case No. 110CV167333

~~PROPOSED~~ ORDER GRANTING
MOTION FOR COURT'S
AUTHORIZATION TO SELL REAL
PROPERTY AND PERSONAL
PROPERTY

14
15 Date: January 19, 2011
16 Time: 9:00 a.m.
17 Dept.: 161 North First Street
San Jose, California 95113
Department 19
18 Judge: The Honorable Richard Loftus

19 The motion ("Motion") of Court-appointed receiver Mohamed Poonja (the "Receiver") for
20 entry of an Order authorizing the Receiver to sell the real property commonly known as 1669
21 Flanigan Drive, San Jose, California 95121 (the "Real Property"), and the personal property
22 described in the Motion as a 1992 Dodge Caravan vehicle, office furniture, office equipment
23 (including computers, printers and fax machines), Buddha statues, and library books (collectively,
24 the "Personal Property"), came for hearing in Department 19 of this Court on January 19, 2011.
25 Having reviewed and considered the Motion and the pleadings in support thereof, and finding good
26 cause therefor, the Court rules as follows:
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IT IS HEREBY ORDERED:

1. The Motion is granted;

2. The Receiver is authorized to sell the Real Property to 9969 Asset, LLC or its nominee for \$3,425,000;

3. The Receiver is authorized to sell the Personal Property on the terms described in the Motion; and

4. The Receiver is authorized to execute any further documents, and to take such further actions, as necessary to complete the sales of the Real Property and Personal Property on the terms described in the Motion.

Dated: 1/19/11

James P. Kleinfelt
JAMES P. KLEINFELT
The Honorable ~~Richard Loftus~~
Judge of The Superior Court

ANY RIGHT OF APPEAL OF THIS SALE ORDER IS WAIVED SUCH THAT THE SALE CAN CLOSE IMMEDIATELY.

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
ATTEST: KIRI TORRE

JAN 19 2011

CHIEF EXECUTIVE OFFICER/CLERK
SUPERIOR COURT OF CA COUNTY OF SANTA CLARA
IN AND FOR THE COUNTY OF SANTA CLARA
BY *[Signature]* DEPUTY

S. Marshall

