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12 Attorneys for Mohamed Poonja, Receiver

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

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

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

**RECEIVER'S EX PARTE APPLICATION
FOR ENTRY OF ORDER
ESTABLISHING CLAIMS PROCEDURE
AND CLAIMS BAR DATE**

[No Hearing Requested]

26 Mohamed Poonja, Receiver in the above-referenced matter ("Receiver") files this Ex Parte
27 Application for Entry of Order Establishing Claims Procedure and Claims Bar Date (the
28 "Application") and represents as follows:

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I. SUMMARY OF REQUEST

By this Application, the Receiver seeks authority to establish a claims bar date and procedure whereby parties with claims against the Chinese-American Mutual Assistance Association, Inc. (“CMAA”) may file claims in this receivership proceeding. To date, no claims procedure has been established because the Receiver was waiting until the sale of certain property closed, as will be explained below. By this Application, the Receiver will ask approval for a notice to be sent to approximately 4,300 potential claimants, with a claim form being distributed in three different languages: English, Mandarin, and Vietnamese.

II. RECEIVERSHIP BACKGROUND / SALE OF ASSETS

On June 18, 2010, the Court entered an Order For Petition For Court Supervision of Voluntary Winding Up of the Chinese-American Mutual Assistance Association, Inc. and Appointment of Receiver (the “Order”). A true and correct copy is annexed to the Declaration of Mohamed Poonja in Support of Receiver’s *Ex Parte* Application for Entry of Order Establishing Claims Procedure and Claims Bar Date (the “Declaration”) as Exhibit A.

Under the terms of the Order, the Receiver was appointed and charged with certain duties, including but not limited to selling that certain real property commonly known as 1669 Flanigan Drive, San Jose, California 95121 (the “Real Property”).

To date, the Receiver has filed the Receiver’s First Report and the Receiver’s Second Report. (collectively, the “Reports”). The Reports describe the Receiver’s activity in caring for and listing for sale the Real Property. The Receiver also filed his Statement of Receipts and Disbursements, responded to inquiries from claimants, secured the books and records of CMAA, and prepared the Real Property for sale.

On January 19, 2011, pursuant to a motion filed on behalf of the Receiver, the Court entered its Order Granting Motion for Court’s Authorization to Sell Real Property and Personal Property (the “Sale Order”), a true and correct copy of which is annexed to the Declaration as Exhibit B.

Under the terms of the Sale Order, the Receiver was authorized to sell the Real Property, together with certain personal property.

The sales contemplated by the Sale Order have now been completed. On February 22, 2011,

1 the Receiver received the net proceeds from the sale of the Real Property in the sum of approximately
2 \$1,636,887. (The gross sales price of the Real Property was \$3,425,000. After payment of closing
3 costs, taxes, and liens, the net to the Receiver was approximately \$1,636,887.) Additionally, the
4 Receiver has now received proceeds from the sale of a vehicle, office furniture, and other items of
5 personal property. Accordingly, after payment of certain expenses, including amounts owed to the
6 Receiver's former counsel, the Receiver now holds the sum of \$1,714,394.

7 As described in the Reports, no claims procedure was established, in that, the sale of the Real
8 Property had to be completed. Now that the sale has been completed, the Receiver is now prepared to
9 establish a claims procedure and circulate a notice related thereto.

10 III. NOTICE ISSUE

11 Paragraph 4 of the Order (Powers and Duties of Receiver), subparagraph i. (see Exhibit B,
12 Order, Page 4, Line 28 through Page 5, Line 3), indicated, "The Receiver shall develop a reasonable
13 standard for evaluating proof of claims and may, at the Receiver's discretion, follow or modify the
14 proof of claim standards used by the United States Bankruptcy Courts, which standards shall be
15 subject to approval by the Court."

16 The standard claims bar date under the United States Bankruptcy Code (the "Bankruptcy
17 Code") is a 90-day time period from what is referred to as the "First Meeting of Creditors" held
18 pursuant to Bankruptcy Code Section 341. That 90-day time period is established by way of Rule
19 3002(c) of the Federal Rules of Bankruptcy Procedure. The First Meeting of Creditors is generally
20 held twenty to forty days after the initiation of a bankruptcy case. Therefore, from the date a
21 bankruptcy case is initiated, approximately 120 days passes before the claim bar date is reached
22 (twenty to forty days for the First Meeting of Creditors to occur and then ninety days thereafter by
23 which claims should be filed).

24 California Corporations Code Section 6517 applicable to public benefit corporations provides,
25 in relevant part, as follows:

26 "a) All creditors and claimants may be barred from participation in any distribution of
27 the general assets if they fail to make and present claims and proofs within such time
28 after the first publication of notice to creditors..."

1 The above section goes on to indicate that publication shall occur not less than once per week
2 for three consecutive weeks in a newspaper of general circulation. In addition, the section notes that,
3 "A copy of the notice shall be mailed to each person shown as a creditor or claimant on the books of
4 the corporation, at such person's last known address." Finally, in subparagraph E. of § 6517, the
5 statute notes that, "Suits against the corporation on claims which have been rejected shall be
6 commenced within 30 days after written notice of rejection thereof is given to the claimant."

7 IV. SUGGESTED NOTICE PROCEDURE

8 Although the Order noted that the Receiver may follow (subject to Court approval) the
9 procedures established under the Bankruptcy Code, the Receiver is proposing what he will call a
10 modified procedure, i.e., similar to the notice provided in a bankruptcy case but recognizing issues
11 applicable under the foregoing state statutes.

12 This case has been widely publicized. Hearings in this case have been well attended by
13 creditors and others. Thus far, there have been two court hearings. At the last hearing, roughly 100
14 people attended. Notice was sent to creditors, i.e., approximately 4,300 people, of the Receiver's
15 intent to request the Sale Order and that notice was provided in three languages.

16 Three separate court hearings were held at the beginning of this case because the courtroom
17 was packed with people attending. Accordingly, the Receiver believes that he should not incur the
18 expenses of publication and that the time period described in California Corporations Code 6517
19 should be reduced to 90 days from the date of the mailing of the notice to claimants.

20 By providing a notice in three different languages and an opportunity to assert claims, with a
21 90-day limit and considering the prior notice provided, the Receiver believes that more than adequate
22 notice will have been provided.

23 V. NOTICE REGARDING CLAIMS

24 The notice will include a proof of claim form. Claimants will be asked to return the proof of
25 claim form either by mail or as a PDF attachment to an e-mail. A copy of a proposed proof of claim
26 form is annexed to the Declaration as Exhibit C. As the Court will see, the proof of claim form will
27 not only be provided in three language but the Receiver will utilize CMAA's records to insert a dollar
28 amount owed to a particular claimant.

1 In certain instances, claimants may have died. Therefore, those claimants might assert that they
2 are entitled to the death benefit, say by way of example, \$15,000; rather than the amount that they
3 have paid into CMAA.

4 The list of members obtained from CMAA contained the amounts paid in and the members'
5 names and membership numbers. The Receiver is taking the position that claims should be limited to
6 the amount actually paid into CMAA; rather than a death benefit amount. This not only will result in
7 consistency, but, from the Receiver's perspective, it will also result in overall fairness to all of the
8 claimants. For example, you might have a claimant who only paid monthly payments to CMAA over a
9 five-year period and then died, resulting in a \$15,000 death benefit being owed. On the other hand,
10 you might have a claimant that paid in for 25 years but is still living. Thus, for overall fairness, the
11 Receiver believes it best to treat all claimants alike and restrict their claims to the amount that they
12 have paid to CMAA.

13 Under the terms of the proposed claims procedure, claimants who agree with the amount of
14 their claim listed in CMAA's records, their claims will be accepted and no further questions asked. If
15 claimants dispute the amount, they will have the opportunity to support their claim based upon
16 cancelled checks or other evidence that they have paid in excess of the amount listed in CMAA's
17 records. In the event that the Receiver rejects a claim, the burden will be placed upon the claimant to
18 file a lawsuit within thirty days to establish the amount of their claim.

19 To put the matter in perspective, the Receiver is currently holding the sum of \$1,714,394. The
20 total amount of claims in this case, based upon CMAA's records, and assuming no death benefits are
21 owed, is \$21,055,551.60. Accordingly, as the case sits now (excluding the costs of administration), on
22 a best base basis, claimants will only receive approximately \$0.08 to \$0.09 on the dollar.

23 VI. CONCLUSION

24 The Receiver is proposing a claims procedure and claims bar date which he believes is
25 appropriate for this case. As described above, CMAA's records indicate a total of \$21,055,551.60 in
26 potential claims based upon the amount of monies that 4,341 people have paid in over many years.

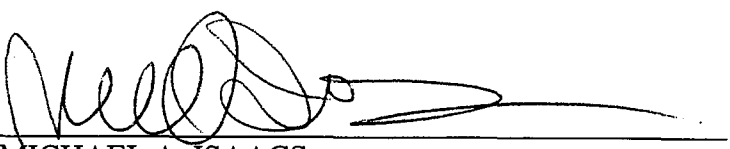
27 The Receiver currently holds the sum of \$1,714,394, subject to payment of accrued but unpaid
28 administrative expenses.

1 The Receiver believes that utilizing the procedure suggested herein is in the interest of all
2 creditors and represents overall fairness to all claimants.

3 WHEREFORE, the Receiver prays for the entry of an order approving the procedures and
4 claim form described herein.

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6 DATED: March 31, 2011

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

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9 By: 
10 MICHAEL A. ISAACS
11 Attorneys for Mohamed Poonja, Receiver
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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.,

13 A Corporation in Process of Winding Up.
14

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

**DECLARATION OF MOHAMED
POONJA IN SUPPORT OF RECEIVER'S
EX PARTE APPLICATION FOR ENTRY
OF ORDER ESTABLISHING CLAIMS
PROCEDURE AND CLAIMS BAR DATE**

[No Hearing Requested]
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20 I, Mohamed Poonja, declare as follows:

21 1. On June 18, 2010, the Court entered an 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 "Order"). A true and correct copy is annexed hereto as **Exhibit A**.

24 2. Under the terms of the Order, I was appointed and charged with certain duties,
25 including but not limited to selling that certain real property commonly known as 1669 Flanigan
26 Drive, San Jose, California 95121 (the "Real Property").

27 3. To date, I have filed the Receiver's First Report and the Receiver's Second Report.
28 (collectively, the "Reports"). The Reports describe my activity in caring for and listing for sale the

1 Real Property. I also filed his Statement of Receipts and Disbursements, responded to inquiries from
2 claimants, secured the books and records of CMAA, and prepared the Real Property for sale.

3 4. On January 19, 2011, pursuant to a motion filed on my behalf, the Court entered its
4 Order Granting Motion for Court's Authorization to Sell Real Property and Personal Property (the
5 "Sale Order"), a true and correct copy of which is annexed hereto as **Exhibit B**.

6 5. Under the terms of the Sale Order, I was authorized to sell the Real Property, together
7 with certain personal property.

8 6. The sales contemplated by the Sale Order have now been completed. On February 22,
9 2011, I received the net proceeds from the sale of the Real Property in the sum of approximately
10 \$1,636,887. (The gross sales price of the Real Property was \$3,425,000. After payment of closing
11 costs, taxes, and liens, the net to me was approximately \$1,636,887.) Additionally, I have received
12 proceeds from the sale of a vehicle, office furniture, and other items of personal property.
13 Accordingly, after payment of certain expenses, including the amounts owed to my former counsel, I
14 now hold the sum of approximately \$1,714,394.

15 7. As described in the Reports, no claims procedure was established in this case, in that,
16 the sale of the Real Property had to be completed. Now that the sale has been completed, I now am
17 prepared to establish a claims procedure and circulate a notice related thereto.

18 8. Although the Order noted that I may follow (subject to Court approval) the procedures
19 established under the Bankruptcy Code, I am proposing what can be described as a modified
20 procedure, i.e., similar to the notice provided in a bankruptcy case but recognizing issues applicable
21 under the foregoing state statutes.

22 9. This case has been widely publicized. Hearings in this case have been well attended by
23 creditors and others. Thus far, there have been two court hearings. At the last hearing, roughly 100
24 people attended. Notice was sent to creditors, i.e., approximately 4,300 people, of my intent to request
25 the Sale Order and that notice was provided in three languages.

26 10. Three consecutive court hearings were held at the beginning of this case because the
27 courtroom was packed with people attending. Accordingly, I believe that I should not incur the
28 expenses of publication and that the time period described in California Corporations Code 6517

1 should be reduced to 90 days from the date of the mailing of the notice to claimants.

2 11. By providing a notice in three different languages and an opportunity to assert claims,
3 with a 90-day limit and considering the prior notice provided, I believe that more than adequate notice
4 will have been provided.

5 12. The notice will include a proof of claim form. Claimants will be asked to return the
6 proof of claim form either by mail or as a PDF attachment to an e-mail. A copy of a proposed proof of
7 claim form is annexed hereto as **Exhibit C**. As the Court will see, the proof of claim form will not
8 only be provided in three language but we will utilize CMAA's records to insert a dollar amount owed
9 to a particular claimant.

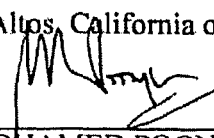
10 13. In certain instances, claimants may have died. Therefore, those claimants might assert
11 that they are entitled to the death benefit of, say by way of example, \$15,000; rather than the amount
12 that they have paid into CMAA. I take the position that claims should be limited to the amount
13 actually paid into CMAA; rather than a death benefit amount. This not only will result in consistency,
14 but, from my perspective, it will also result in overall fairness to all of the claimants. For example, you
15 might have a claimant who only paid monthly payments to CMAA over a five-year period and then
16 died, resulting in a \$15,000 death benefit being owed. On the other hand, you might have a claimant
17 who paid in for 25 years but is still living. Thus, for overall fairness, I believe it best to treat all
18 claimants alike and restrict their claims to the amount that they have paid to CMAA.

19 14. Under the terms of the proposed claims procedure, for claimants who agree with the
20 amount of their claim listed in CMAA's records, their claims will be accepted and no further questions
21 asked. If claimants dispute the amount, they will have the opportunity to support their claim based
22 upon cancelled checks or other evidence that they have paid in excess of the amount listed in CMAA's
23 records. In the event that I reject a claim, the burden will be placed upon the claimant to file a lawsuit
24 within thirty days to establish the amount of their claim.

25 15. To put the matter in perspective, I currently hold the sum of \$1,714,391. The total
26 amount of claims in this case, based upon CMAA's records, and assuming no death benefits are owed,
27 is \$21,055,551.60. Accordingly, as the case sits now, on a best base basis, claimants will only receive
28 approximately \$0.08 to \$0.09 on the dollar.

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Altos, California on April 5, 2011.



MOHAMED POONJA, Receiver

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Attorney General of California
2 KELVIN C. GONG
Supervising Deputy Attorney General
3 SCOTT CHAN
Deputy Attorney General
4 State Bar No. 160731
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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 Deputy 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**
14 **ASSOCIATION, INC.,**
15 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:

20
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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**ORDER FOR PETITION FOR COURT SUPERVISION OF VOLUNTARY WINDING UP OF THE
CHINESE-AMERICAN MUTUAL ASSISTANCE ASSOCIATION**

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:

- 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;
- 9
- 10 b. The Receiver shall collect any rents, profits and other income from the Property, wherever
11 they may exist;
- 12
- 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.
- 18
- 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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Order other than expenses that in his reasonable judgment are necessary or proper to preserve and protect the Property.

- e. The Receiver shall notify all necessary local, state and federal governmental agencies of his appointment as Receiver, including the California Franchise Tax Board, the Internal Revenue Service and the California Board of Equalization.
- f. The Receiver shall, upon taking possession of the Property, immediately determine whether, in the Receiver's judgment, there is sufficient insurance coverage for the Property and shall notify the parties herein of his determination. If sufficient coverage does exist, the Receiver may have himself named as an additional insured on the policy or policies for the period that he is in possession of the Property. If sufficient insurance coverage does not exist and only if there are funds in the Receivership Estate to cover it, including coverage for any actions taken by the Receiver within the scope of his receivership, the Receiver shall immediately so notify the parties to this lawsuit and shall procure, within ten (10) days, sufficient insurance for the Property, provided there are funds in the Receivership Estate available to do so. The Receiver shall not be personally liable for any uninsured claims arising prior to the time that sufficient insurance is in place and in force.
- g. The Receiver shall take receipt of any mail addressed to CMAA or any employee, volunteer or agent thereof, for the purpose of opening that mail and taking receipt of payments payable with respect to the Receivership Estate.
- h. To the extent deemed appropriate by the Receiver, the Receiver may encumber the Property to borrow additional funds to enable the Receiver to perform his duties and satisfy his costs and expenses hereunder if approved by the Court.
- i. The Receiver shall develop a reasonable standard for evaluating proof of claims and may,

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at the Receiver's discretion, follow or modify the proof of claims standards used by the United States Bankruptcy Courts, which standard shall be subject to approval by the Court.

- j. The Receiver may charge \$375.00 per hour for his receivership services and is authorized to retain legal counsel necessary to effectuate the receivership. The Receiver is authorized to have Duane Morris LLP as his counsel who shall charge customary rates, not to exceed \$550 per hour. The fees awarded to the Receiver or his counsel are subject to approval by this Court.
- k. The Receiver is authorized to retain the services of and enter into contracts, maintenance and repair companies, licensed engineers or other building professionals, property managers, and environmental consultants and contractors as the Receiver may select, and as the Receiver may deem necessary or appropriate to properly investigate, monitor and/or remediate any conditions or issues pertaining to the Property.
- l. The Receiver is authorized to market and sell the Property and to take such actions as are necessary to effectuate a private sale of the Property. In carrying out these duties, the Receiver is authorized to retain properly qualified real estate professionals, including, but not limited to, a real estate appraiser, broker and/or agent to list and market the Property. Any sale of real property requires approval by the Court and shall be done by motion with the Court.
- m. In performing his duties, no risk or obligation shall be the personal risk or obligation of the Receiver, but rather shall be solely the risk or obligation of the Receivership Estate.
- n. Upon liquidation of all Property and distribution of the assets pursuant to the Settlement Agreement, the Receiver shall then be divested of possession, custody and control of the applicable Property and, if consistent with existing law, the Receiver shall have no further

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	(ENDORSED) FILED JUN 18 2010 DAVID H. YAMASAKI <small>Chief Executive Officer/Clerk Superior Court of CA County of Santa Clara</small> BY _____ DEPUTY
In Re the Matter of the Chinese-American Mutual Assistance Association, Inc., A Corporation in Process of Winding Up.	
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	Case Number: 1-10-CV-167333

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

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 San Jose, CA 95112

Proof of service
 Clerk's Certificate of Service

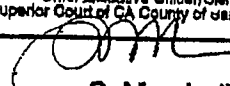
EXHIBIT A

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11 Attorneys for Receiver,
12 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

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SANTA CLARA**

15 IN RE: THE MATTER OF THE
16 CHINESE-AMERICAN MUTUAL
17 ASSISTANCE ASSOCIATION, INC.

18 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**

Date: January 19, 2011
Time: 9:00 a.m.
Dept.: 161 North First Street
San Jose, California 95113
Department 19
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.

[Handwritten signature]

Dated: 1/19/11

[Handwritten signature]
JAMES P. KLEINBERG

The Honorable ~~Richard Loftus~~
Judge of The Superior Court

[Handwritten note]
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 CALIFORNIA COUNTY OF SANTA CLARA
IN AND FOR THE COUNTY OF SANTA CLARA
BY: *[Signature]* DEPUTY

S. Marshall



IN RE THE MATTER OF THE CHINESE-AMERICAN MUTUAL ASSISTANCE ASSOCIATION, INC.,
("CMAA")
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA CLARA
Case No. 110-CV-167333
PROOF OF CLAIM

Check Only One Box Below:

I, [CREDITOR], residing at [STREET ADDRESS, CITY, STATE, ZIP], Member Number [#####] of CMAA agree that CMAA owes me [\$DEBT] by signing below and writing the date on which I signed. I agree with CMAA about the amount I am owed, and am enclosing no supporting documents.

Signed by: _____ on date: _____, 2011
[CREDITOR]

My records show that I am owed a different sum. The amount I am owed is \$_____. I enclose with this form evidence in the form of cancelled checks or other financial records to support my claim.

CHINESE TRANSLATION

VIETNAMESE TRANSLATION

EXHIBIT C

1 Michael A. Isaacs, CSBN 99782
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6 Attorneys for Mohamed Poonja, Receiver
7
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.,

13 A Corporation in Process of Winding Up.
14

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

**ORDER ESTABLISHING CLAIMS
PROCEDURE AND CLAIMS BAR DATE**

[No Hearing Requested]
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19 Based on the Receiver's *Ex Parte* Application For Entry Of Order Establishing Claims
20 Procedure And Claims Bar Date, the Declaration of Mohamed Poonja in Support of the Receiver's *Ex*
21 *Parte* Application For Entry Of Order Establishing Claims Procedure And Claims Bar Date, and good
22 cause appearing therefore,
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24 IT IS ORDERED, as follows:
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- 26 1. The Receiver's *Ex Parte* Application For Entry Of Order Establishing Claims
27 Procedure And Claims Bar Date (the "Application") is approved.
28 2. The Receiver is authorized to implement the claims procedure more thoroughly

1 described in the Application.

2 3. As requested by the Application, to be timely, claims must be received by the Receiver
3 no later than ninety (90) days from the date of mailing of the Proof of Claim form to claimants.

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5 Dated: _____

JUDGE OF THE SUPERIOR COURT

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1 Michael A. Isaacs, CSBN 99782
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7 Attorneys for Mohamed Poonja,
Receiver

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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.,

13 A Corporation in Process of Winding Up.

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

CERTIFICATE OF SERVICE

[No Hearing Requested]

14
15
16 I, Nelly M. Quintanilla, declare:

17 I am employed in the City and County of San Francisco, State of California. I am over the age
18 of 18 years and not a party to the within action; my business address is Luce, Forward, Hamilton &
19 Scripps LLP, Rincon Center Two, 121 Spear Street, Suite 200, San Francisco, California 94105.

20 On April 6, 2011, at my place of business, I served true and correct copies of the following:

21 **RECEIVER'S *EX PARTE* APPLICATION FOR ENTRY OF ORDER ESTABLISHING
22 CLAIMS PROCEDURE AND CLAIMS BAR DATE**

23 **DECLARATION OF MOHAMED POONJA IN SUPPORT OF RECEIVER'S *EX PARTE*
24 APPLICATION FOR ENTRY OF ORDER ESTABLISHING CLAIMS PROCEDURE
AND CLAIMS BAR DATE**

25 **[proposed]
ORDER ESTABLISHING CLAIMS PROCEDURE AND CLAIMS BAR DATE**

26 **CERTIFICATE OF SERVICE**

27
28 on the parties listed on the Service List below:

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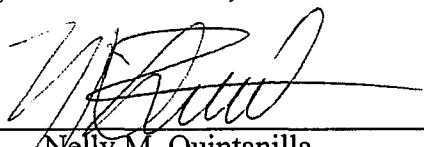
SERVICE LIST

Phillip Scott Chan, Esq. Deputy Attorney General California Department of Justice Office of the Attorney General 455 Golden Gate Avenue, Suite 11000 San Francisco, California 94102-7004	George C. Kasolas, Esq. Law Office of George C. Kasolas 1190 South Bascom Avenue, Suite 213 San Jose, CA 95128
Tam Nguyen, Esq. Tam Nguyen & Associates 545 East Saint John Street San Jose, CA 95112	

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed below and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Luce, Forward, Hamilton & Scripps LLP's practice for collecting and processing correspondence for mailing. On the same day that the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

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

Executed on April 6, 2011, in San Francisco, California.



Nelly M. Quintanilla