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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re EZRI NAMVAR, Debtor.	Case No. 2:08-bk-32349-BR Chapter 11 **NOTICE OF MOTION AND MOTION OF CHAPTER 11 TRUSTEE FOR ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN THE NAMVAR TRUSTEE, NAMCO TRUSTEE, AND CATHAY BANK; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF R. TODD NEILSON AND REQUEST FOR JUDICIAL NOTICE IN SUPPORT THEREOF** [F.R.Bank.P. Rule 9019] **[No hearing required]**

TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY JUDGE, AND INTERESTED PARTIES:

PLEASE TAKE NOTICE THAT R. Todd Neilson, the Chapter 11 Trustee (the "Namvar Trustee") for the bankruptcy estate of Ezri Namvar (the "Namvar Debtor") will, and hereby does, move (the "Motion") the Court, pursuant to rule 9019 of the Federal Rules of Bankruptcy

Procedure, for an Order approving the Settlement Agreement (the "Agreement") between the Namvar Trustee, Bradley D. Sharp, the Chapter 11 trustee (the "Namco Trustee") for the estate of Namco Capital Group, Inc. (the "Namco Debtor"), and Cathay Bank, a California corporation (the "Settling Party" or "Cathay").

The Agreement resolves the Namvar Trustee's objections to Proof of Claim Nos. 20 and 22 (together with Proof of Claim No. 21 the "Namvar Claims") which were filed in the Namvar case, and a dispute over approximately $60,000 (the "Namvar Checking Account Balance") in prepetition funds currently held in the Debtor's personal Cathay Bank account. According to the Agreement, Claim Nos. 20 ($4,750,000) and 22 ($36,850,732.71) are withdrawn, released and waived in their entireties, and Claim No. 21, in the amount of $1,968,028.54 (the "Allowed Claim Amount"), is allowed in full. The Settling Party further agrees to assign proceeds of the Allowed Claim Amount to the Namco Trustee, and turn over 1/3 of the Namvar Checking Account Balance to the Namvar Trustee. Moreover, pursuant to this Agreement, the Settling Party agrees to withdraw any objections to the Namvar and Namco Trustees' proposed Disclosure Statements and Plans of Reorganization, filed in the Namvar and Namco cases and other related bankruptcy cases, which will help in the Trustees' efforts to get Plans of Reorganization approved in these cases.

The Agreement contains the following material terms, among others:

> 1. **Bankruptcy Court Approval.** This Agreement is conditioned on Bankruptcy Court approval in both the Namco Case and the Namvar Case. Within ten (10) calendar days of the Trustees' receipt of all signatures to this Agreement,
>
> a. the Namco Trustee shall file in the Namco Case a settlement motion (the "Settlement Motion") under Federal Rule of Bankruptcy Procedure 9019(a) seeking approval of the settlement set forth in this Agreement; and
>
> b. the Namvar Trustee shall file in the Namvar Case a settlement motion under Federal Rule of Bankruptcy Procedure 9019(a) seeking approval of the settlement set forth in this Agreement.
>
> 2. **Effective Date.** The "Effective Date" of this Agreement shall be the date that orders approving this Agreement pursuant to Federal Rules of Bankruptcy Procedure, Rule 9019, entered in both the Ezri Case and the Namco Case, become final.

3. **Settlement Payments.** Cathay Bank agrees to pay to the Namco Trustee Two-Hundred Twenty-Five Thousand Dollars (US $225,000.00) (the "Settlement Payment"), payable in full within ten (10) calendar days of the Effective Date ("Payment Date"). Cathay Bank expressly waives and relinquishes any claims that it may be able to assert under 11 U.S.C. §502(h) relating to or arising from this Agreement and/or performance under this Agreement. . . .

4. **Disposition of the Namvar Checking Account Balance.** With respect to the Namvar Checking Account Balance, the Namvar Trustee asserts that the funds are assets of the Namvar Estate; Cathay Bank asserts that the funds are subject to its setoff claim; and the Namco Trustee asserts that he is entitled to the funds by virtue of the terms of this Agreement, which he alleges were agreed upon at a prior mediation. In an effort to avoid further litigation on this issue, and without admitting the merits of each Party's claim to the Namvar Checking Account Balance, the Parties agree that the Namvar Checking Account Balance shall be divided evenly among and between Cathay Bank, the Namvar Trustee, and the Namco Trustee, with each Party receiving approximately $20,000.00 of the Namvar Checking Account Balance ("Namvar Checking Account Distribution"). Cathay Bank shall distribute to the Namco Trustee and the Namvar Trustee their respective Namvar Checking Account Distribution within ten (10) calendar days of the Effective Date. Other than as noted above, the Namco Trustee and the Namvar Trustee, for themselves as the Chapter 11 Trustees and on behalf of the Estate of Namco Capital Group, Inc. and the Estate of Ezri Namvar, shall withdraw, waive, and release any and all right, title, and interest they have or may have against Cathay Bank with regard to Cathay Bank's Namvar Checking Account Distribution, including any claims pursuant to 11 U.S.C. § 553.

5. **Disposition of the Claims.** Effective upon the Payment Date, Namvar Claim 21 shall be deemed allowed as a general, non-priority, unsecured claim in the amount of $1,968,028.54 ("Allowed Claim Amount"). With the exception of the Cathay Bank's Namvar Checking Account Distribution, Cathay Bank shall withdraw, waive and release all rights, title and interests it has or may have with regard to Namvar Claim 20, Namvar Claim 22, and the Namco Claim. Cathay Bank assigns the proceeds of the Allowed Claim Amount to the Namco Trustee.

6. **Plan and Disclosure Statement.**

a. As of the Payment Date, all of Cathay Bank's objections to the Plan and/or Disclosure Statements then pending in the Namco Case, the Namvar Case, and all related bankruptcy cases, if any, are deemed withdrawn, and Cathay Bank shall not object to any plan of reorganization, plan of liquidation, or disclosure statement filed in the Namco Case or Namvar Case proposed by the Trustees, or jointly by the Trustees and others.

b. Cathay Bank hereby agrees to vote the Allowed Claim in the Allowed Claim Amount to accept any plan of reorganization or plan of liquidation filed in the Namvar Case by the Trustees or the

Trustees jointly with another party or parties, and simultaneously with the execution of this Agreement, Cathay Bank will execute the ballot attached hereto as Exhibit A ("Ballot"), which Cathay Bank expressly authorizes to be used as a ballot cast on any such plan, but for no other purpose. Cathay Bank further agrees that any blanks or fill-ins in the Ballot may be filled in by the Trustees or counsel for the Trustees consistent with this Agreement.

c. In connection with the settlement of the Adversary, Namco Claim, Namvar Claim 20, Namvar Claim 21, Namvar Claim 22 and the Namvar Checking Account, the Trustees sought Cathay Bank's further assurances to later vote in favor of any plan of reorganization proposed by the Trustees subject to 11 U.S.C. § 1125, but Cathay Bank prefers to limit its obligations to take further actions in relation to the Namvar Case after approval of the Agreement. Cathay Bank is willing to execute the attached Ballot. While disclaiming any need for, and waiving, further disclosure as to a Trustees proposed plan, the Settling Parties acknowledge that THIS AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN (WHICH OFFER OR SOLICITATION A PLAINTIFF OR PLAINTIFFS INTEND TO MAKE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE).

7. **Default.** In the event Cathay Bank fails to make the Settlement Payment and/or the Namvar Checking Account Balance payments agreed upon in this Agreement, and does not cure that default within ten (10) calendar days after the Namco Trustee gives written notice to Cathay Bank's counsel,

a. the Namco Trustee, at his sole option, may either deem this Agreement null and void, and proceed with prosecution of the Adversary Proceeding or seek to enforce the terms of this Agreement as to the Settlement Payment and proceeds from Namvar Claim 21; and

b. Namvar Claim 20 and Namvar Claim 22 shall still be deemed withdrawn, waived and released, regardless of whether Cathay Bank has paid the Settlement Payment, or whether the Namco Trustee has deemed this Agreement null and void.

8. **Dismissal of Adversary.** Within ten (10) calendar days after he receives the Settlement Payment and proper share of the Namvar Checking Account Balance, the Namco Trustee will file a notice of dismissal of the Adversary with prejudice (the "Stipulated Dismissal"). By and through this Settlement Agreement the parties stipulate to dismiss the Adversary proceeding without the need for a separate stipulation dismissing the Adversary Proceeding. Should the Bankruptcy Court deny the Settlement Motion in the Namco Case and/or the Namvar Case, the Settlement Agreement shall be deemed null and void as between the Namco Trustee and Cathay Bank; the Adversary shall proceed; the Namvar Trustee shall have all rights to object to Claims 20, 21 and 22; the Namco Trustee shall have all rights to object to the Namco Claim; and Cathay Bank shall have all

rights to assert Claims 20, 21, and 22, and preserve the Namco Claim and all of its rights in and to the Namvar Checking Account Balance, if any.

9. **Mutual General Releases.** Upon the Effective Date, for good and valuable consideration as provided in this Agreement, save and except for the obligations owing pursuant to this Agreement, the Parties knowingly, voluntarily, unconditionally, irrevocably, and absolutely release and discharge each other, and each of their respective agents, employees, attorneys, affiliates, partners, predecessors-in-interest, successors-in-interest, and assigns, from any and all claims, demands, causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, economic damages, non-economic damages, punitive damages, consequential damages, incidental damages, attorneys' fees, and/or any and all damages, losses, liabilities, obligations, costs, and expenses.

10. **Waiver of California Civil Code § 1542 and Similar Laws**

The Parties, and each of them, understand and acknowledge that there are laws which may invalidate releases of claims which are unknown to the releasing party. The Parties, and each of them, expressly acknowledge and agree that they are hereby waiving and relinquishing any and all rights which they have or might have against the Parties they release pursuant to this Agreement, or any of them, under such laws, including but not limited to any and all rights afforded to each of them under California Civil Code § 1542. That statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, the Parties, and each of them, acknowledge that they are aware that they may later discover facts in addition to or different from those which they currently know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to hereby fully, finally, and forever release all of the matters and claims identified in the releases contained at paragraph 8 of this Agreement, which now exist, may exist, or previously existed between them and any of the Parties they release pursuant to this Agreement, whether known or unknown, suspected, or unsuspected. In furtherance of such intent, the releases in this Agreement contained at paragraph 8 shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of such additional or different facts by any of the parties or by any person acting on their respective behalves.

A true and correct copy of the Agreement is attached to the Declaration of R. Todd Neilson

as Exhibit "1".

PLEASE TAKE FURTHER NOTICE that the Motion is based upon this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declaration of R. Todd Neilson, a Request for Judicial Notice, and such other and further grounds as may be properly presented to the Court.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Local Bankruptcy Rule 9013-1(o)(1), you are hereby advised that unless an objection along with a request for a hearing is properly filed and served within fourteen (14) days after the date of this Notice, a proposed order will be lodged by the Namvar Trustee approving the proposed Agreement, as more particularly described in the Motion. Any response or opposition to the Motion shall be stated in writing, filed with the Court, and served on the United States Trustee at: 725 S. Figueroa Street, Suite 2600, Los Angeles, California 90017, the Namvar Trustee, and the Namvar Trustee's counsel at the address noted in the upper left-hand corner of the first page of the Motion, and on all creditors and other parties in interest who are entitled to notice. If you fail to file a written response within fourteen (14) days after the date of the service of this Notice, the Court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.

DATED: February 27, 2013

DANNING, GILL, DIAMOND & KOLLITZ, LLP

By: _____
UZZI O. RAANAN
Attorneys for R. Todd Neilson, Chapter 11 Trustee for the Estate of Ezri Namvar

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

The Court is asked to approve the terms of the Agreement, pursuant to which the Namvar Trustee's yet-unfiled objections to Cathay's Proofs of Claim Nos. 20 and 22 are resolved, as is a dispute over about $60,000 in funds held in the Debtor's personal account in Cathay Bank. The Agreement results in complete withdrawals and waivers of Claim Nos. 20 ($4,750,000) and 22 ($36,850,732.71), and receipt by the Namvar Estate of about $20,000, representing 1/3 of the Namvar Checking Account Balance. Additionally, Claim No. 21, in the amount of $1,968,028.54, is deemed allowed in full, and Cathay agrees to assign any proceeds received with regard to Claim No. 21 to the Namco Trustee. The Agreement further results in the Settling Party's withdrawal of any opposition to the Namvar and Namco Trustees' Disclosure Statements and Plans of Reorganization filed in the Namvar and Namco cases, as well as other related cases. The withdrawal will help in the Trustees' efforts to get Plans of Reorganization approved in these cases.

The Agreement is in the best interest of the Namvar Debtor's estate and its creditors, as it resolves the Namvar Trustee's objections to Proofs of Claim Nos. 20 and 22 without the need for further time-consuming and expensive litigation. Moreover, there is no guarantee that litigation over the Trustee's objections to the Namvar Claims would result in a more favorable ruling for the Namvar estate. The facts and legal issues involved in such litigation are somewhat complex, and the cost of litigating the claim objections would significantly diminish any benefit obtained therein. Similarly, the Agreement resolves disputes over the Namvar Checking Account Balance much more favorably then would be the case if the Namvar Trustee were forced to litigate this dispute.

II. STATEMENT OF FACTS[1]

On December 22, 2008, certain creditors filed an involuntary petition for relief under chapter 11 of title 11 of the United States Code against Namco Capital Group, Inc., in the United

[1] The Statement of Facts is largely based on facts alleged in the Settlement Agreement.

States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), Case No. 08-32333-BR (the "Namco Case"). On January 29, 2009, an order for bankruptcy relief was entered in the Namco Case. On May 8, 2009, the Bankruptcy Court entered an order approving the appointment of the Namco Trustee.

Also on December 22, 2008, certain creditors filed an involuntary petition in the Bankruptcy Court for relief under chapter 11 of title 11 of the United States Code against Ezri Namvar, Case No. 08-32349-BR (the "Namvar Case"). On January 29, 2009, an order for bankruptcy relief was entered in the Namvar Case. On March 9, 2009, the Bankruptcy Court entered an order approving the appointment of the Namvar Trustee.

On May 17, 2008, Cathay Bank filed proof of claim number 289 in the Namco Case ("Namco Claim") asserting a secured claim in the amount of $5,037,242.13 based upon a loan made to Namco Capital Group, Inc. and Montana 18, LLC.

On April 23, 2009, Cathay Bank filed proof of claim number 20 in the Namvar Case ("Namvar Claim 20") asserting an unsecured claim in the amount of $4,750,000 based upon a personal guaranty given by Ezri Namvar ("Namvar") with regard to a loan that Cathay Bank made to Coach 20, LLC.

On April 23, 2009, Cathay Bank filed proof of claim number 21 in the Namvar Case ("Namvar Claim 21") asserting an unsecured claim in the amount of $1,968,028.54 based upon a loan made to Namvar ("Namvar Loan").

On April 23, 2009, Cathay Bank filed proof of claim number 22 in the Namvar Case ("Namvar Claim 22") in the amount of $36,850,732.71 asserting an unsecured claim in the amount of $36,850,732.71 based on a personal guaranty that Namvar, along with other guarantors, gave with regard to a loan Cathay Bank made to Omninet Properties Manchester Center, LLC and Fresart, LLC.

A checking account in the name of Ezri Namvar, Account No. 0024574490 ("Namvar Checking Account"), exists at Cathay Bank, which account was opened by Namvar in or around October 2006 in connection with the Namvar Loan. There has been no account activity in over two years and the current balance in the Namvar Checking Account is approximately $60,000.00

("Namvar Checking Account Balance").

On January 28, 2011, the Namco Trustee commenced adversary proceeding case no. 2:11-ap-01362-BR (the "Adversary") in the Namco Case against Cathay Bank by filing the Complaint to Avoid and Recover Fraudulent Transfers (the "Complaint"). Cathay Bank filed an answer and affirmative defenses in response to the Complaint.

On June 8, 2012, Judge Mitchel Goldberg (Ret.) conducted mediations with the Parties of the Adversary and the Namco Claim, Namvar Claim 20, Namvar Claim 21 and Namvar Claim 22 (collectively referred to as "Claims"). On June 8, 2012, the Parties settled the Adversary and the Claims on the terms that are set forth in this Agreement.

The Agreement contains the following material terms, among others:

> 1. **Bankruptcy Court Approval.** This Agreement is conditioned on Bankruptcy Court approval in both the Namco Case and the Namvar Case. Within ten (10) calendar days of the Trustees' receipt of all signatures to this Agreement,
>
> a. the Namco Trustee shall file in the Namco Case a settlement motion (the "Settlement Motion") under Federal Rule of Bankruptcy Procedure 9019(a) seeking approval of the settlement set forth in this Agreement; and
>
> b. the Namvar Trustee shall file in the Namvar Case a settlement motion under Federal Rule of Bankruptcy Procedure 9019(a) seeking approval of the settlement set forth in this Agreement.
>
> 2. **Effective Date.** The "Effective Date" of this Agreement shall be the date that orders approving this Agreement pursuant to Federal Rules of Bankruptcy Procedure, Rule 9019, entered in both the Ezri Case and the Namco Case, become final.
>
> 3. **Settlement Payments.** Cathay Bank agrees to pay to the Namco Trustee Two-Hundred Twenty-Five Thousand Dollars (US $225,000.00) (the "Settlement Payment"), payable in full within ten (10) calendar days of the Effective Date ("Payment Date"). Cathay Bank expressly waives and relinquishes any claims that it may be able to assert under 11 U.S.C. §502(h) relating to or arising from this Agreement and/or performance under this Agreement. . . .
>
> 4. **Disposition of the Namvar Checking Account Balance.** With respect to the Namvar Checking Account Balance, the Namvar Trustee asserts that the funds are assets of the Namvar Estate; Cathay Bank asserts that the funds are subject to its setoff claim; and the Namco Trustee asserts that he is entitled to the funds by virtue of the

terms of this Agreement, which he alleges were agreed upon at a prior mediation. In an effort to avoid further litigation on this issue, and without admitting the merits of each Party's claim to the Namvar Checking Account Balance, the Parties agree that the Namvar Checking Account Balance shall be divided evenly among and between Cathay Bank, the Namvar Trustee, and the Namco Trustee, with each Party receiving approximately $20,000.00 of the Namvar Checking Account Balance ("Namvar Checking Account Distribution"). Cathay Bank shall distribute to the Namco Trustee and the Namvar Trustee their respective Namvar Checking Account Distribution within ten (10) calendar days of the Effective Date. Other than as noted above, the Namco Trustee and the Namvar Trustee, for themselves as the Chapter 11 Trustees and on behalf of the Estate of Namco Capital Group, Inc. and the Estate of Ezri Namvar, shall withdraw, waive, and release any and all right, title, and interest they have or may have against Cathay Bank with regard to Cathay Bank's Namvar Checking Account Distribution, including any claims pursuant to 11 U.S.C. § 553.

5. **Disposition of the Claims.** Effective upon the Payment Date, Namvar Claim 21 shall be deemed allowed as a general, non-priority, unsecured claim in the amount of $1,968,028.54 ("Allowed Claim Amount"). With the exception of the Cathay Bank's Namvar Checking Account Distribution, Cathay Bank shall withdraw, waive and release all rights, title and interests it has or may have with regard to Namvar Claim 20, Namvar Claim 22, and the Namco Claim. Cathay Bank assigns the proceeds of the Allowed Claim Amount to the Namco Trustee.

6. **Plan and Disclosure Statement.**

a. As of the Payment Date, all of Cathay Bank's objections to the Plan and/or Disclosure Statements then pending in the Namco Case, the Namvar Case, and all related bankruptcy cases, if any, are deemed withdrawn, and Cathay Bank shall not object to any plan of reorganization, plan of liquidation, or disclosure statement filed in the Namco Case or Namvar Case proposed by the Trustees, or jointly by the Trustees and others.

b. Cathay Bank hereby agrees to vote the Allowed Claim in the Allowed Claim Amount to accept any plan of reorganization or plan of liquidation filed in the Namvar Case by the Trustees or the Trustees jointly with another party or parties, and simultaneously with the execution of this Agreement, Cathay Bank will execute the ballot attached hereto as Exhibit A ("Ballot"), which Cathay Bank expressly authorizes to be used as a ballot cast on any such plan, but for no other purpose. Cathay Bank further agrees that any blanks or fill-ins in the Ballot may be filled in by the Trustees or counsel for the Trustees consistent with this Agreement.

c. In connection with the settlement of the Adversary, Namco Claim, Namvar Claim 20, Namvar Claim 21, Namvar Claim 22 and the Namvar Checking Account, the Trustees sought Cathay Bank's further assurances to later vote in favor of any plan of reorganization proposed by the Trustees subject to 11 U.S.C. § 1125,

but Cathay Bank prefers to limit its obligations to take further actions in relation to the Namvar Case after approval of the Agreement. Cathay Bank is willing to execute the attached Ballot. While disclaiming any need for, and waiving, further disclosure as to a Trustees proposed plan, the Settling Parties acknowledge that THIS AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN (WHICH OFFER OR SOLICITATION A PLAINTIFF OR PLAINTIFFS INTEND TO MAKE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE).

7. **Default.** In the event Cathay Bank fails to make the Settlement Payment and/or the Namvar Checking Account Balance payments agreed upon in this Agreement, and does not cure that default within ten (10) calendar days after the Namco Trustee gives written notice to Cathay Bank's counsel,

a. the Namco Trustee, at his sole option, may either deem this Agreement null and void, and proceed with prosecution of the Adversary Proceeding or seek to enforce the terms of this Agreement as to the Settlement Payment and proceeds from Namvar Claim 21; and

b. Namvar Claim 20 and Namvar Claim 22 shall still be deemed withdrawn, waived and released, regardless of whether Cathay Bank has paid the Settlement Payment, or whether the Namco Trustee has deemed this Agreement null and void.

8. **Dismissal of Adversary.** Within ten (10) calendar days after he receives the Settlement Payment and proper share of the Namvar Checking Account Balance, the Namco Trustee will file a notice of dismissal of the Adversary with prejudice (the "Stipulated Dismissal"). By and through this Settlement Agreement the parties stipulate to dismiss the Adversary proceeding without the need for a separate stipulation dismissing the Adversary Proceeding. Should the Bankruptcy Court deny the Settlement Motion in the Namco Case and/or the Namvar Case, the Settlement Agreement shall be deemed null and void as between the Namco Trustee and Cathay Bank; the Adversary shall proceed; the Namvar Trustee shall have all rights to object to Claims 20, 21 and 22; the Namco Trustee shall have all rights to object to the Namco Claim; and Cathay Bank shall have all rights to assert Claims 20, 21, and 22, and preserve the Namco Claim and all of its rights in and to the Namvar Checking Account Balance, if any.

9. **Mutual General Releases.** Upon the Effective Date, for good and valuable consideration as provided in this Agreement, save and except for the obligations owing pursuant to this Agreement, the Parties knowingly, voluntarily, unconditionally, irrevocably, and absolutely release and discharge each other, and each of their respective agents, employees, attorneys, affiliates, partners, predecessors-in-interest, successors-in-interest, and assigns, from any and all claims, demands, causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, liquidated,

unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, economic damages, non-economic damages, punitive damages, consequential damages, incidental damages, attorneys' fees, and/or any and all damages, losses, liabilities, obligations, costs, and expenses.

10. **Waiver of California Civil Code § 1542 and Similar Laws**

The Parties, and each of them, understand and acknowledge that there are laws which may invalidate releases of claims which are unknown to the releasing party. The Parties, and each of them, expressly acknowledge and agree that they are hereby waiving and relinquishing any and all rights which they have or might have against the Parties they release pursuant to this Agreement, or any of them, under such laws, including but not limited to any and all rights afforded to each of them under California Civil Code § 1542. That statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, the Parties, and each of them, acknowledge that they are aware that they may later discover facts in addition to or different from those which they currently know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to hereby fully, finally, and forever release all of the matters and claims identified in the releases contained at paragraph 8 of this Agreement, which now exist, may exist, or previously existed between them and any of the Parties they release pursuant to this Agreement, whether known or unknown, suspected, or unsuspected. In furtherance of such intent, the releases in this Agreement contained at paragraph 8 shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of such additional or different facts by any of the parties or by any person acting on their respective behalves.

A true and correct copy of the Agreement is attached to the Declaration of R. Todd Neilson as Exhibit "1".

III. THE AGREEMENT IS IN THE BEST INTEREST OF THE NAMVAR DEBTOR'S ESTATE AND ITS UNSECURED CREDITORS AND, THEREFORE, SHOULD BE APPROVED.

A. Standards for Approval of Compromises of Claims.

Federal Rule of Bankruptcy Procedure 9019(a) provides that on the trustee's motion and after a hearing on notice to creditors, the debtor and indenture trustees, as provided in Rule

2002(a), and such other entities as the Court may designate, the Court may approve a compromise or settlement.

The Supreme Court in Protective Committee for Independent Stock Holders of TNT Trailer Fairy, Inc. v. Anderson, 390 U.S. 414, 425 (1968), held that a bankruptcy court, in considering whether to approve a compromise, should apprise itself of all facts necessary for an intelligent and objective opinion of the probabilities of ultimate success should the claim be litigated. It also explained that the court should form an educated estimate of the complexity, expense and likely duration of such litigation, the possibility of collection on any judgment that might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. See also In re A&C Properties, 784 F.2d 1377, 1380-84 (9th Cir. 1986), cert. denied, 479 S. Ct., 854 (1986). The Court need not, however, conduct an exhaustive investigation into the validity of the claims to be compromised nor is the Court expected to conduct a mini-trial on the merits. In re Walsh Construction, Inc., 669 F.2d 1325, 1328 (9th Cir. 1982).

The purpose of any compromise agreement is to allow the trustee and the creditors to avoid the expenses and burdens associated with litigating sharply contested and dubious claims. In re Walsh Construction, Inc., 669 F.2d 1325, 1328 (9th Cir. 1982) (citing In re California Associated Products, 183 F.2d 946, 949-50 (9th Cir. 1950)). The law favors compromise and not litigation for its own sake. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976).

The Ninth Circuit in In re A&C Properties, 784 F.2d 1377, 1381 (9th Cir. 1986) reiterated that in determining the fairness, reasonableness and adequacy of a proposed settlement agreement, a court should consider: (1) the probability of success in litigation, (2) the difficulties, if any, to be encountered in the matter of collection, (3) the complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it, and (4) the paramount interest of the creditors and the proper deference to their reasonable views. Consideration of these factors does not require the Court to decide questions of law and fact in the parties' dispute, or to determine that the settlement is the best possible resolution; instead the Court need only determine whether the settlement falls below the lowest point of the range of reasonableness. In re Schmitt, 215 B.R. 417, 423 (B.A.P. 9th Cir. 1997).

B. The Agreement Should Be Approved Under Bankruptcy Rule 9019.

Applying the above standards to the circumstances herein, the Agreement should be approved.

1. The Probability of Success in Litigation.

The Namvar Trustee believes that, based on the documents available to him, he would have a strong chance of success in litigating his objections to Namvar Claim Nos. 20 and 22. This is because these claims are based on loans the Settling Party made to entities that were not directly owned by the Namvar Debtor. As such, the Namvar Debtor received no consideration for his agreement to personally guaranty payment on these loans. Moreover, the personal guaranties executed by the Debtor are avoidable as fraudulent transfers, as the Namvar Debtor received no reasonably equivalent value in exchange for the personal guaranties. Claim No. 22 is further based on a loan that is not currently in default and as to which another co-guarantor has accepted full liability for any future liabilities on the loan. As such, Claim No. 22 is contingent at best.

The Trustee does not contest Cathay's Claim No. 21, which is based on Cathay's personal loan to the Namvar Debtor, which the letter has never repaid.

As for the Namvar Checking Account Balance, which amounts to about $60,000, Cathay claims that it is entitled to these funds based on a setoff defense. The bank asserts that it is entitled to setoff the funds it holds to pay for the $1,968,028.54 that the Namvar Debtor personally borrowed from the bank but did not repay. Though Cathay may have a setoff defense, the Namvar Trustee argues that by holding the funds in question for about four years without seeking relief from stay, Cathay has violated the automatic stay in the Namvar case, and therefore is not entitled to assert a setoff defense.

Success in litigation over the Namvar Checking Account Balance is not guaranteed. Moreover, the costs of such litigation would likely exceed the amount of the Namvar Checking Account Balance (about $60,000). Moreover, the Namvar Trustee does not contest Cathay's Claim No. 21. The Trustee therefore believes that the Agreement produces a better economic result for the Namvar Estate than would be achieved through litigation.

2. The Probability of Collection.

Collection is not a major consideration.

3. The Agreement Avoids the Need for Expensive, Inconvenient and Protracted Litigation.

The Agreement results in a resolution of the Namvar Trustee's objections to Claim Nos. 20 and 22 and the dispute over the Namvar Checking Account Balance, obviating the need for protracted and expensive litigation. Moreover, the Agreement helps advance the Trustees' efforts to get Plans of Reorganization approved in the Namvar and Namco cases, as well as various related cases, thereby reducing the costs of the Plan confirmation process.

4. The Agreement Benefits the Paramount Interests of Creditors.

The Agreement benefits the Namvar Debtor's Estate and its creditors, by reducing the Namvar Claims by $41,600,732.71, a 95% reduction of the Namvar Claims. It further results in the estate receiving 1/3 of the Namvar Checking Account Balance (about $20,000). This will result in a greater distribution to creditors. Moreover, the Agreement saves the estate the costs of both litigation over the Namvar Trustee's objections to Claim Nos. 20 and 22, the dispute over the Namvar Checking Account Balance, and over the Settling Parties' objections to the Disclosure Statement and Plan of Reorganization proposed by the Namvar Trustee. The Agreement therefore aids in the Namvar Trustee's efforts to get a Plan of Reorganization approved in the coming months, which is in the creditors' best interest.

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IV. CONCLUSION

For the foregoing reasons, the Namvar Trustee requests that the Court approve the proposed Agreement. The Trustee also requests such further relief as the Court deems just and proper.

DATED: February 27, 2013

DANNING, GILL, DIAMOND & KOLLITZ, LLP

By: _____
UZZI O. RAANAN
Attorneys for R. Todd Neilson, Chapter 11 Trustee for the Estate of Ezri Namvar

DECLARATION OF R. TODD NEILSON

DECLARATION OF R. TODD NEILSON

I, R. Todd Neilson, declare and state as follows:

1. I am the Chapter 11 Trustee (the "Namvar Trustee") for the bankruptcy estate of Ezri Namvar (the "Debtor"), Case No. 2:08-bk-32349-BR (the "Bankruptcy Case"). I make this declaration in support of the Motion (the "Motion") of Chapter 11 Trustee for Order Approving Settlement Agreement (the "Agreement") between the Namvar Trustee, Namco Trustee, and Cathay Bank (the "Settling Party" or "Cathay").

2. The facts stated herein are true of my personal knowledge, except for those stated on information and belief, and I believe those to be true.

3. I have read the Agreement and Motion, and I agree that the Agreement terms are in the best interest of the Namvar Estate. The Agreement resolves disputes over Cathay's Proofs of Claim Nos. 20 and 22, and over $60,000 (the "Namvar Checking Account Balance") in prepetition funds currently held in the Debtor's personal Cathay Bank account, without the need for me to engage in expensive and time-consuming litigation. According to the Agreement, Cathay's Claim Nos. 20 ($4,750,000) and 22 ($36,850,732.71) are withdrawn, released and waived in their entireties, and Claim No. 21, in the amount of $1,968,028.54 (the "Allowed Claim Amount"), is allowed in full. The Settling Party further agrees to assign proceeds of the Allowed Claim Amount to the Namco Trustee. Moreover, the Settling Party agrees to turn over to the Namvar Estate 1/3 of the Namvar Checking Account Balance (about $20,000).

4. The Agreement also results in the Settling Party's withdrawal of any opposition to the Namco Trustee's and my Disclosure Statements and Plans of Reorganization filed in the Namvar and Namco cases, as well as other related cases. This will help to advance our efforts to get Plans of Reorganization approved in the Namvar and related cases.

5. For the above reasons, and others stated in the Motion, I request that the Court approve the Agreement in its entirety.

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6. Attached herein as Exhibit "1" is a true and correct copy of the Agreement.

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

Executed on this 26th day of February 2013 at Los Angeles, California.

R. Todd Neilson

REQUEST FOR JUDICIAL NOTICE

REQUEST FOR JUDICIAL NOTICE

R. Todd Neilson, Chapter 11 trustee (the "Trustee") for the estate of Ezri Namvar, requests that the Court take judicial notice of the following:

1. On December 22, 2008, certain creditors filed an involuntary petition for relief under chapter 11 of title 11 of the United States Code against Namco Capital Group, Inc., in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), Case No. 08-32333-BR (the "Namco Case"). On January 29, 2009, an order for bankruptcy relief was entered in the Namco Case. On May 8, 2009, the Bankruptcy Court entered an order approving the appointment of the Namco Trustee.

2. Also on December 22, 2008, certain creditors filed an involuntary petition in the Bankruptcy Court for relief under chapter 11 of title 11 of the United States Code against Ezri Namvar, Case No. 08-32349-BR (the "Namvar Case"). On January 29, 2009, an order for bankruptcy relief was entered in the Namvar Case. On March 9, 2009, the Bankruptcy Court entered an order approving the appointment of the Namvar Trustee.

3. On May 17, 2008, Cathay Bank filed proof of claim number 289 in the Namco Case ("Namco Claim") asserting a secured claim in the amount of $5,037,242.13 based upon a loan made to Namco Capital Group, Inc. and Montana 18, LLC.

4. On April 23, 2009, Cathay Bank filed proof of claim number 20 in the Namvar Case ("Namvar Claim 20") asserting an unsecured claim in the amount of $4,750,000 based upon a personal guaranty given by Ezri Namvar ("Namvar") with regard to a loan that Cathay Bank made to Coach 20, LLC.

5. On April 23, 2009, Cathay Bank filed proof of claim number 21 in the Namvar Case ("Namvar Claim 21") asserting an unsecured claim in the amount of $1,968,028.54 based upon a loan made to Namvar ("Namvar Loan").

6. On April 23, 2009, Cathay Bank filed proof of claim number 22 in the Namvar Case ("Namvar Claim 22") in the amount of $36,850,732.71 asserting an unsecured claim in the amount of $36,850,732.71 based on a personal guaranty that Namvar, along with other guarantors, gave with regard to a loan Cathay Bank made to Omninet Properties Manchester Center, LLC and

Fresart, LLC.

7. On January 28, 2011, the Namco Trustee commenced adversary proceeding case no. 2:11-ap-01362-BR (the "Adversary") in the Namco Case against Cathay Bank by filing the Complaint to Avoid and Recover Fraudulent Transfers (the "Complaint"). Cathay Bank filed an answer and affirmative defenses in response to the Complaint.

8. On June 8, 2012, Judge Mitchel Goldberg (Ret.) conducted mediations with the Parties of the Adversary and the Namco Claim, Namvar Claim 20, Namvar Claim 21 and Namvar Claim 22 (collectively referred to as "Claims"). On June 8, 2012, the Parties settled the Adversary and the Claims on the terms that are set forth in this Agreement.

DATED: February 27, 2013

DANNING, GILL, DIAMOND & KOLLITZ, LLP

By: _____
UZZI O. RAANAN
Attorneys for R. Todd Neilson, Chapter 11 Trustee for the Estate of Ezri Namvar

EXHIBIT 1

SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Settlement Agreement and Release ("Agreement") is made as of the last date of execution below between Bradley D. Sharp, Chapter 11 Trustee of Namco Capital Group, Inc. (the "Namco Trustee"), R. Todd Neilson, Chapter 11 Trustee of the Estate of Ezri Namvar (the "Namvar Trustee," together with the Namco Trustee, the "Trustees"), and Cathay Bank, a California corporation, ("Cathay Bank," together with the Trustees, the "Parties"), with reference to the following:

RECITALS

A. On December 22, 2008, certain creditors filed an involuntary petition for relief under chapter 11 of title 11 of the United States Code against Namco Capital Group, Inc., in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), Case No. 08-32333-BR (the "Namco Case"). On January 29, 2009, an order for bankruptcy relief was entered in the Namco Case. On May 8, 2009, the Bankruptcy Court entered an order approving the appointment of the Namco Trustee.

B. Also on December 22, 2008, certain creditors filed an involuntary petition in the Bankruptcy Court for relief under chapter 11 of title 11 of the United States Code against Ezri Namvar, Case No. 08-32349-BR (the "Ezri Case"). On January 29, 2009, an order for bankruptcy relief was entered in the Ezri Case. On March 9, 2009, the Bankruptcy Court entered an order approving the appointment of the Namvar Trustee.

C. On May 17, 2008, Cathay Bank filed proof of claim number 289 in the Namco Case ("Namco Claim") asserting a secured claim in the amount of $5,037,242.13 based upon a loan made to Namco Capital Group, Inc. and Montana 18, LLC.

D. On April 23, 2009, Cathay Bank filed proof of claim number 20 in the Namvar Case ("Namvar Claim 20") asserting an unsecured claim in the amount of $4,750,000 based upon a personal guaranty given by Ezri Namvar ("Namvar") with regard to a loan that Cathay Bank made to Coach 20, LLC.

E. On April 23, 2009, Cathay Bank filed proof of claim number 21 in the Namvar Case ("Namvar Claim 21") asserting an unsecured claim in the amount of $1,968,028.54 based upon a loan made to Namvar ("Namvar Loan").

F. On April 23, 2009, Cathay Bank filed proof of claim number 22 in the Namvar Case ("Namvar Claim 22") in the amount of $36,850,732.71 asserting an unsecured claim in the amount of $36,850,732.71 based on a personal guaranty that Namvar, along with other guarantors, gave with regard to a loan Cathay Bank made to Omninet Properties Manchester Center, LLC and Fresart, LLC.

G. A checking account in the name of Ezri Namvar, Account No. 0024574490 ("Namvar Checking Account"), exists at Cathay Bank, which account was opened by Namvar in or around October 2006 in connection with the Namvar Loan.

EXHIBIT 1

21

There has been no account activity in over two years and the current balance in the Namvar Checking Account is approximately $60,000.00 ("Namvar Checking Account Balance").

H. On January 28, 2011, the Namco Trustee commenced adversary proceeding case no. 2:11-ap-01362-BR (the "Adversary") in the Namco Case against Cathay Bank by filing the *Complaint to Avoid and Recover Fraudulent Transfers* (the "Complaint"). Cathay Bank filed an answer and affirmative defenses in response to the Complaint.

I. By Order Approving Stipulation to File Amended Answer, Continue Discovery Deadline, and Serve Additional Interrogatories entered on April 20, 2012, the Bankruptcy Court approved the stipulation between the Parties which among other things permitted the Defendant to file an amended answer to the Complaint.

J. On June 8, 2012, Judge Mitchel Goldberg (Ret.) conducted mediations with the Parties of the Adversary and the Namco Claim, Namvar Claim 20, Namvar Claim 21 and Namvar Claim 22 (collectively referred to as "Claims"). On June 8, 2012, the Parties settled the Adversary and the Claims on the terms that are set forth in this Agreement.

THEREFORE, in order to avoid the substantial expense and inconvenience of litigation, and in consideration of the promises and agreements set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Bankruptcy Court Approval.** This Agreement is conditioned on Bankruptcy Court approval in both the Namco Case and the Namvar Case. Within ten (10) calendar days of the Trustees' receipt of all signatures to this Agreement,

   a. the Namco Trustee shall file in the Namco Case a settlement motion (the "Settlement Motion") under Federal Rule of Bankruptcy Procedure 9019(a) seeking approval of the settlement set forth in this Agreement; and

   b. the Namvar Trustee shall file in the Namvar Case a settlement motion under Federal Rule of Bankruptcy Procedure 9019(a) seeking approval of the settlement set forth in this Agreement.

2. **Effective Date.** The "Effective Date" of this Agreement shall be the date that orders approving this Agreement pursuant to Federal Rules of Bankruptcy Procedure, Rule 9019, entered in both the Ezri Case and the Namco Case, become final.

3. **Settlement Payments.** Cathay Bank agrees to pay to the Namco Trustee Two-Hundred Twenty-Five Thousand Dollars (US $225,000.00) (the "Settlement Payment"), payable in full within ten (10) calendar days of the Effective Date ("Payment Date"). Cathay

Bank expressly waives and relinquishes any claims that it may be able to assert under 11 U.S.C. §502(h) relating to or arising from this Agreement and/or performance under this Agreement. The Settlement Payment shall be made by check, or wired pursuant to the following wiring instructions:

To:	East West Bank 9300 Flair Dr., Suite 100 El Monte, CA 91731
ABA No.	322070381
Account No.	5400000176
Account Name:	Bankruptcy Estate/Namco Capital Group, Inc.

4. **Disposition of the Namvar Checking Account Balance.** With respect to the Namvar Checking Account Balance, the Namvar Trustee asserts that the funds are assets of the Namvar Estate; Cathay Bank asserts that the funds are subject to its setoff claim; and the Namco Trustee asserts that he is entitled to the funds by virtue of the terms of this Agreement, which he alleges were agreed upon at a prior mediation. In an effort to avoid further litigation on this issue, and without admitting the merits of each Party's claim to the Namvar Checking Account Balance, the Parties agree that the Namvar Checking Account Balance shall be divided evenly among and between Cathay Bank, the Namvar Trustee, and the Namco Trustee, with each Party receiving approximately $20,000.00 of the Namvar Checking Account Balance ("Namvar Checking Account Distribution"). Cathay Bank shall distribute to the Namco Trustee and the Namvar Trustee their respective Namvar Checking Account Distribution within ten (10) calendar days of the Effective Date. Other than as noted above, the Namco Trustee and the Namvar Trustee, for themselves as the Chapter 11 Trustees and on behalf of the Estate of Namco Capital Group, Inc. and the Estate of Ezri Namvar, shall withdraw, waive, and release any and all right, title, and interest they have or may have against Cathay Bank with regard to Cathay Bank's Namvar Checking Account Distribution, including any claims pursuant to 11 U.S.C. § 553.

5. **Disposition of the Claims. Effective upon the Payment Date,** Namvar Claim 21 shall be deemed allowed as a general, non-priority, unsecured claim in the amount of $1,968,028.54 ("Allowed Claim Amount"). With the exception of the Cathay Bank's Namvar Checking Account Distribution, Cathay Bank shall withdraw, waive and release all rights, title and interests it has or may have with regard to Namvar Claim 20, Namvar Claim 22, and the Namco Claim. Cathay Bank assigns the proceeds of the Allowed Claim Amount to the Namco Trustee.

6. **Plan and Disclosure Statement.**

a. As of the Payment Date, all of Cathay Bank's objections to the Plan and/or Disclosure Statements then pending in the Namco Case, the Namvar Case, and all related bankruptcy cases, if any, are deemed withdrawn, and Cathay

Bank shall not object to any plan of reorganization, plan of liquidation, or disclosure statement filed in the Namco Case or Namvar Case proposed by the Trustees, or jointly by the Trustees and others.

b. Cathay Bank hereby agrees to vote the Allowed Claim in the Allowed Claim Amount to accept any plan of reorganization or plan of liquidation filed in the Namvar Case by the Trustees or the Trustees jointly with another party or parties, and simultaneously with the execution of this Agreement, Cathay Bank will execute the ballot attached hereto as Exhibit A ("Ballot"), which Cathay Bank expressly authorizes to be used as a ballot cast on any such plan, but for no other purpose. Cathay Bank further agrees that any blanks or fill-ins in the Ballot may be filled in by the Trustees or counsel for the Trustees consistent with this Agreement.

c. In connection with the settlement of the Adversary, Namco Claim, Namvar Claim 20, Namvar Claim 21, Namvar Claim 22 and the Namvar Checking Account, the Trustees sought Cathay Bank's further assurances to later vote in favor of any plan of reorganization proposed by the Trustees subject to 11 U.S.C. § 1125, but Cathay Bank prefers to limit its obligations to take further actions in relation to the Namvar Case after approval of the Agreement. Cathay Bank is willing to execute the attached Ballot. While disclaiming any need for, and waiving, further disclosure as to a Trustees proposed plan, the Settling Parties acknowledge that THIS AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN (WHICH OFFER OR SOLICITATION A PLAINTIFF OR PLAINTIFFS INTEND TO MAKE ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE).

7. **Default.** In the event Cathay Bank fails to make the Settlement Payment and/or the Namvar Checking Account Balance payments agreed upon in this Agreement, and does not cure that default within ten (10) calendar days after the Namco Trustee gives written notice to Cathay Bank's counsel,

a. the Namco Trustee, at his sole option, may either deem this Agreement null and void, and proceed with prosecution of the Adversary Proceeding or seek to enforce the terms of this Agreement as to the Settlement Payment and proceeds from Namvar Claim 21; and

b. Namvar Claim 20 and Namvar Claim 22 shall still be deemed withdrawn, waived and released, regardless of whether Cathay Bank has paid the Settlement Payment, or whether the Namco Trustee has deemed this Agreement null and void.

8. **Dismissal of Adversary.** Within ten (10) calendar days after he receives the Settlement Payment and proper share of the Namvar Checking Account Balance, the Namco Trustee will file a notice of dismissal of the Adversary with prejudice (the "Stipulated Dismissal"). By and through this Settlement Agreement the parties stipulate to dismiss the Adversary proceeding without the need for a separate stipulation dismissing the Adversary Proceeding. Should the Bankruptcy Court deny the Settlement Motion in the Namco Case and/or the Namvar Case, the Settlement Agreement shall be deemed null and void as between the Namco Trustee and Cathay Bank; the Adversary shall proceed; the Namvar Trustee shall have all rights to object to Claims 20, 21 and 22; the Namco Trustee shall have all rights to object to the Namco Claim; and Cathay Bank shall have all rights to assert Claims 20, 21, and 22, and preserve the Namco Claim and all of its rights in and to the Namvar Checking Account Balance, if any.

9. **Mutual General Releases.** Upon the Effective Date, for good and valuable consideration as provided in this Agreement, save and except for the obligations owing pursuant to this Agreement, the Parties knowingly, voluntarily, unconditionally, irrevocably, and absolutely release and discharge each other, and each of their respective agents, employees, attorneys, affiliates, partners, predecessors-in-interest, successors-in-interest, and assigns, from any and all claims, demands, causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, economic damages, non-economic damages, punitive damages, consequential damages, incidental damages, attorneys' fees, and/or any and all damages, losses, liabilities, obligations, costs, and expenses.

10. **Waiver of California Civil Code § 1542 and Similar Laws**

The Parties, and each of them, understand and acknowledge that there are laws which may invalidate releases of claims which are unknown to the releasing party. The Parties, and each of them, expressly acknowledge and agree that they are hereby waiving and relinquishing any and all rights which they have or might have against the Parties they release pursuant to this Agreement, or any of them, under such laws, including but not limited to any and all rights afforded to each of them under California Civil Code § 1542. That statute reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, the Parties, and each of them, acknowledge that they are aware that they may later discover facts in addition to or different from those which they currently know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to hereby fully, finally, and forever release all of the

matters and claims identified in the releases contained at paragraph 8 of this Agreement, which now exist, may exist, or previously existed between them and any of the Parties they release pursuant to this Agreement, whether known or unknown, suspected, or unsuspected. In furtherance of such intent, the releases in this Agreement contained at paragraph 8 shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of such additional or different facts by any of the parties or by any person acting on their respective behalves.

11. Costs and Attorneys' Fees. All parties shall bear their own attorneys' fees and costs in connection with the Adversary, Claim, and this Agreement.

12. Advice of Counsel. The Parties represent and acknowledge that all of the releases, waivers, terms, covenants, conditions, and promises set forth in this Agreement are made after consulting with, or having had the opportunity to consult with, legal counsel of their choosing and with an understanding of their significance and consequence, and are reasonable.

13. Binding Effect. The Parties agree that this Agreement is binding upon each of them, and their respective agents, employees, attorneys, affiliates, partners, predecessors-in-interest, successors-in-interest, and assigns.

14. Entire Agreement. The terms of this Agreement constitute the complete, exclusive, and final expression of the Parties' agreement relating to the specific subject matter set forth in this Agreement. In this regard, the Parties intend the literal words of this Agreement to control; and that all prior or contemporaneous oral or written negotiations, drafts, agreements, and other extrinsic communications shall have no significance or evidentiary effect, and may not be used in any manner to contradict or clarify the terms of this Agreement irrespective of whether or not any Party to this Agreement claims any ambiguities exist with respect to the provisions of this Agreement.

15. No Representations or Warranties. The Parties acknowledge that they have entered into this Agreement in reliance on their own independent investigations and analysis of the facts underlying the subject matter of this Agreement; and no representations, warranties, or promises of any kind have been made directly or indirectly to induce them to execute this Agreement other than those that are expressly set forth in this Agreement.

16. Modifications. This Agreement is not subject to modifications of any kind, except for modifications in writing that all Parties sign.

17. No Waiver of Breach. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.

18. Severability. Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term.

19. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

20. No Assignment. Each of the Parties warrants and represents that he or it has not assigned or transferred to any person not a Party to this Agreement any released matter or any right to any consideration provided pursuant to this Agreement. The Parties each agree to defend, indemnify, and hold the others harmless from any and all claims based on or arising out of any such assignment or transfer made, purported, or claimed.

21. Interpretation. Sophisticated parties knowledgeable with respect to the matters dealt with in this Agreement have negotiated this Agreement at arm's length. Therefore, any rule of law, legal principle, or statute which would require or imply that the provisions of this Agreement be interpreted against the Party that drafted them shall be of no force or effect.

22. Headings. The various headings of this Agreement are included for convenience only, and shall not affect the meaning or interpretation of this Agreement or any provision of this Agreement.

23. Signatories' Representations. The Parties affixing their signatures to this Agreement represent and warrant that they have the authority to enter into this Agreement for the Party on whose behalf they execute this Agreement, including the releases contained herein, and that they have the authority to bind all persons or entities who may claim through them.

24. Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be sent by e-mail (with a copy by First Class United States Mail). Such notices or communications will be deemed given on the date that the e-mail transmission is complete. Notices or communications are to be sent as follows:

If to Bradley D. Sharp, Namco Trustee:

Robyn B. Sokol, Esq.
Ezra Brutzkus Gubner LLP
21650 Oxnard Street, Suite 500
Woodland Hills, CA 91367
Telephone: (818) 827-9000
Email: rsokol@ebg-law.com

If to R .Todd Neilson, Namvar Trustee:

Uzzi O. Raanan, Esq.
Danning, Gill, Diamond & Kollitz, LLP
1900 Avenue of the Stars, 11th Floor
Los Angeles, CA 90067
Telephone: (310) 277-0077
Email: uraanan@dgdk.com

If to Cathay Bank:

Michael Gerard Fletcher, Esq.
Hal D. Goldflam, Esq.
Frandzel Robins Bloom & Csato, L.C.
6500 Wilshire Boulevard
Seventeenth Floor
Los Angeles, CA 90048
Telephone: (323) 852-1000
Email: mfletcher@frandzel.com
hgoldflam@frandzel.com

25. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties via pdf or U.S. Mail.

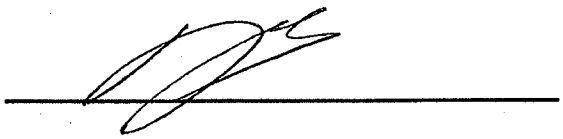
26. Facsimile and PDF'd Signatures. The Parties may transmit signatures to this Agreement via facsimile or pdf. Signatures transmitted via facsimile or pdf shall constitute original signatures for all purposes.

27. Bankruptcy Court Jurisdiction. This Agreement is conditioned on the approval of the Bankruptcy Court. The Bankruptcy Court shall have exclusive jurisdiction over any legal action to supervise or enforce this Agreement.

WHEREFORE, the parties have executed this Agreement on the dates shown below.

Dated: Feb 15, 2013

BRADLEY D. SHARP, solely in his capacity as Chapter 11 Trustee of Namco Capital Group, Inc.



Dated: _____, 2013

R. TODD NEILSON, solely in his capacity as Chapter 11 Trustee of the Estate of Ezri Namvar

_____

Dated: February 26, 2013

CATHAY BANK, a California corporation

By: _____

Its: SVP

APPROVAL AS TO FORM AND CONTENT:

Dated: _____, 2013

EZRA BRUTZKUS GUBNER LLP

By: _____
Robyn B. Sokol
Special Counsel for the Namco Trustee

Dated: _____, 2013

DANNNING GILL DIAMOND & KOLLITZ

By: _____
Uzzi O. Raanan
Counsel for the Namvar Trustee

Dated: Feb 18, 2013

R. TODD NEILSON, solely in his capacity as Chapter 11 Trustee of the Estate of Ezri Namvar

Dated: _____, 2013

CATHAY BANK, a California corporation

By: _____

Its: _____

APPROVAL AS TO FORM AND CONTENT:

Dated: _____, 2013

EZRA BRUTZKUS GUBNER LLP

By: _____
Robyn B. Sokol
Special Counsel for the Namco Trustee

Dated: _____, 2013

DANNNING GILL DIAMOND & KOLLITZ

By: _____
Uzzi O. Raanan
Counsel for the Namvar Trustee

Dated:_____, 2013

R. TODD NEILSON, solely in his capacity as Chapter 11 Trustee of the Estate of Ezri Namvar

_____

Dated:_____, 2013

CATHAY BANK, a California corporation

By: _____

Its: _____

APPROVAL AS TO FORM AND CONTENT:

Dated: February 22, 2013

EZRA BRUTZKUS GUBNER LLP

By: _____
Robyn B. Sokol
Special Counsel for the Namco Trustee

Dated:_____, 2013

DANNNING GILL DIAMOND & KOLLITZ

By: _____
Uzzi O. Raanan
Counsel for the Namvar Trustee

Dated:_____, 2013

R. TODD NEILSON, solely in his capacity as Chapter 11 Trustee of the Estate of Ezri Namvar

_____

Dated:_____, 2013

CATHAY BANK, a California corporation

By: _____

Its: _____

APPROVAL AS TO FORM AND CONTENT:

Dated:_____, 2013

EZRA BRUTZKUS GUBNER LLP

By: _____
Robyn B. Sokol
Special Counsel for the Namco Trustee

Dated: Feb. 19, 2013

DANNNING GILL DIAMOND & KOLLITZ

By: _____
Uzzi O. Raanan
Counsel for the Namvar Trustee

Dated: Feb. 21, 2013

FRANDZEL ROBINS BLOOM & CSATO, L.C.

By: Michael G. Fletcher (by chun Hsu)
Michael Gerard Fletcher
Counsel for Cathay Bank

EXHIBIT "A"

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number	FOR COURT USE ONLY
Uzzi Raanan (SBN - 162747) - Danning, Gill, Diamond & Kollitz, LLP 1900 Avenue of the Stars, 11th Floor Los Angeles CA 90067-4402 Telephone: (310) 277-0077 Facsimile: (310) 277-5735 Q Attorney for Plan Proponent Ezri Namvar *[Insert name and capacity (e.g., Debtor in Possession, Creditors' Committee, Debtor XYZ, etc.)]*	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	CHAPTER 11 CASE NO.: 2:08-bk-23249 BR
In re: EZRI NAMVAR Debtor.	DATE: TIME: CTRM: 1668

BALLOT FOR ACCEPTING OR REJECTING PLAN

1. Proponent of Plan *[specify name]* R. Todd Neilson, Ch. 11 Trustee has filed a Plan of Reorganization ("Plan") on *[date]* _____ for the Debtor in this case. By this ballot you will vote to accept or reject this Plan.

2. The Court has approved a Disclosure Statement with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from the proponent or proponent's attorney at the address set forth above. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

3. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

   Your *[check one box only]* ☒ **claim** ☐ **equity interest** has been placed in Class *[insert Class]* ___ under the Plan. If you hold claim(s) or equity interest(s) in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

4. If your ballot is not received by the proponent's attorney or other party *[insert other party's name and address]* _____ on or before _____, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan, unless the Judge otherwise determines that a non-vote will be treated as a rejection of the plan.

5. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

6. Complete the appropriate line below that describes your claim or equity interest *[select only one]*:

☒ 6.1 The undersigned is the holder of a Class *[insert Class]* ___ *[check one]* ☐ **secured** ☐ **priority** ☒ **unsecured nonpriority** claim against the Debtor in the unpaid amount of $ 1,968,028.54 .

☐ 6.2 The undersigned is the holder of a Class *[insert Class]* ___ *[check one]* ☐ **bond** ☐ **debenture** ☐ **debt security** claim against the Debtor, consisting of $_____ principal amount of *[describe bond, debenture, or other debt security]* _____ of the Debtor. (For purposes of this Ballot, you should not adjust the principal amount for any accrued or unmatured interest.)

☐ 6.3 The undersigned is the holder of a Class *[insert Class]* ___ equity interest in the Debtor, consisting of *[number of shares]* ____ or other interests *[describe equity interest]* _____ in the Debtor.

Other Classes: ☐ See Attached Continuation Page

EXHIBIT A

In re: EZRI NAMVAR (SHORT TITLE) Debtor.	CHAPTER 11 CASE NO.: 2:08-bk-32349 BR

7. **The undersigned** *[check one box only]*:

☒ **ACCEPTS THE PLAN** ☐ **REJECTS THE PLAN**

Dated: 2/21/13

Name *[Print or type]*: Cathay Bank

Signature: [signature]

Title *[if corporation or partnership]*: SVP

Address: 9650 Flair Drive
El Monte, CA 91731

Telephone No.: 626-279-3280

Fax No.: 626-579-1018

RETURN THIS BALLOT TO:

[Type in name and address of proponent's attorney or other appropriate party]

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1900 Avenue of the Stars, 11th Floor, Los Angeles, CA 90067-4402.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION AND MOTION OF CHAPTER 11 TRUSTEE FOR ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN THE NAMVAR TRUSTEE, NAMCO TRUSTEE, AND CATHAY BANK; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF R. TODD NEILSON AND REQUEST FOR JUDICIAL NOTICE IN SUPPORT THEREOF** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On February 27, 2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL: On February 27, 2013, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on February 27, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Personal Delivery (ALSSI) (To be Delivered 2/26/13): The Hon. Barry Russell, U.S. Bankruptcy Court, 255 E. Temple St., Bin outside of Suite 1660, Los Angeles, CA 90012
Via e-mail: Bradley Sharp: Namco@dsi.biz

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 27, 2013	Martha Gonzalez	Martha Gonzalez
Date	*Printed Name*	*Signature*

ADDITIONAL SERVICE INFORMATION (if needed):

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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Interested Party: Julia P Gibbs legalgibbs@gmail.com

ADDITIONAL SERVICE INFORMATION: (continued)

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

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ADDITIONAL SERVICE INFORMATION: (continued)

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2. SERVED BY UNITED STATES MAIL:

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Request for Special Notice:

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