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affiliated Debtors and Debtors-in-Possession

8 **UNITED STATES BANKRUPTCY COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 **SAN FERNANDO VALLEY DIVISION**

11
12 In re) Case No. 1:09-bk-13356-KT
13 MERUELO MADDUX PROPERTIES, INC., et)
al.,¹) Chapter 11
14) (Jointly Administered)
Debtors and Debtors-in-Possession.)
15)
16) **ORDER AUTHORIZING THE**
DEBTORS' USE OF CASH
COLLATERAL ON A FINAL BASIS
17 Affects all Debtors) **AND APPROVING THE DEBTORS' USE**
OF ITS CASH MANAGEMENT
18 Affects the following Debtor(s):) **SYSTEM**
19)
20) Date: October 28, 2009
21) Time: 9:00 p.m.
22) Place: Courtroom 301
23) 21051 Burbank Blvd.
24) Woodland Hills, California

25 ¹ Pursuant to an order of the Court, this case is being jointly administered with 53 chapter 11 cases filed by
26 affiliated entities. The affiliated case numbers are as follows: 1:09-bk-13338-KT; 1:09-bk-13358-KT; 1:09-bk-13359-
27 KT; 1:09-bk-13360-KT; 1:09-bk-13361-KT; 1:09-bk-13362-KT; 1:09-bk-13363-KT; 1:09-bk-13364-KT; 1:09-bk-
28 13365-KT; 1:09-bk-13366-KT; 1:09-bk-13367-KT; 1:09-bk-13368-KT; 1:09-bk-13369-KT; 1:09-bk-13370-KT; 1:09-
bk-13371-KT; 1:09-bk-13372-KT; 1:09-bk-13373-KT; 1:09-bk-13374-KT; 1:09-bk-13375-KT; 1:09-bk-13376-KT;
1:09-bk-13377-KT; 1:09-bk-13378-KT; 1:09-bk-13379-KT; 1:09-bk-13380-KT; 1:09-bk-13381-KT; 1:09-bk-13382-
KT; 1:09-bk-13383-KT; 1:09-bk-13384-KT; 1:09-bk-13385-KT; 1:09-bk-13386-KT; 1:09-bk-13387-KT; 1:09-bk-
13388-KT; 1:09-bk-13389-KT; 1:09-bk-13390-KT; 1:09-bk-13391-KT; 1:09-bk-13392-KT; 1:09-bk-13393-KT; 1:09-
bk-13394-KT; 1:09-bk-13395-KT; 1:09-bk-13396-KT; 1:09-bk-13397-KT; 1:09-bk-13398-KT; 1:09-bk-13399-KT;
1:09-bk-13400-KT; 1:09-bk-13401-KT; 1:09-bk-13402-KT; 1:09-bk-13403-KT; 1:09-bk-13404-KT; 1:09-bk-13405-
KT; 1:09-bk-13406-KT; 1:09-bk-13407-KT; 1:09-bk-13434-KT; and 1:09-bk-13439-KT.

1 There came on for hearing on the above captioned date, time and place a further hearing on
2 the motion of Meruelo Maddux Properties, Inc. (“MMPI”), and affiliated debtors, the debtors and
3 debtors in possession in the above-captioned cases (the “Debtors”), for an order authorizing the
4 Debtors’ use of cash collateral, as such motion has been augmented and amended from time to time
5 (the “Cash Collateral Motion”) and motion to approve Debtors’ Use of their Cash Management
6 System (“Cash Management Motion”). The term “Debtors” does not include Meruelo Maddux –
7 845 Flower Street, LLC or Meruelo Chinatown, LLC or any other affiliate of MMPI that has not
8 filed a case under the Bankruptcy Code.

9 The Cash Collateral Motion and Cash Management Motion were originally filed on an
10 emergency basis and after hearings conducted on March 30, April 16, May 1, May 4, May 6, and
11 May 8, 2009, orders of the Court were entered on May 12, 2009, which orders are the currently
12 operative orders authorizing the use of cash collateral and authorizing the continued utilization of
13 the Debtors’ cash management system on an interim basis (the two orders are collectively referred
14 to herein as the “Third Interim Cash Collateral Order”). (Docket Nos. 223 and 224). Subsequent
15 to May 12, 2009, evidentiary and other hearings have been conducted from time to time, which
16 hearings concluded on the above captioned date as to all interested parties, with the exception of
17 certain issues pending with four Cash Collateral Creditors, as that term is hereinafter defined, as
18 further detailed hereinafter.

19 Based upon the arguments and representations of counsel and the stipulations and
20 agreements entered on the record, if any, the evidence submitted under declaration and the
21 testimony taken in open court and the documentary evidence admitted in connection therewith, the
22 prior rulings and findings from the bench and the rulings presented in, among other things, the
23 Court’s Notice of Rulings on Certain Objections to Debtors’ Motion for Final Order(s) Authorizing
24 Use of Cash Collateral and Use of Debtors’ Cash Management System and on Related Relief from
25 Stay Motions entered on November 5, 2009 (Docket No. 832) , and sufficient cause appearing
26 therefor, it is

27 ///

28 ///

ORDERED

Introductory Provisions

1. The Cash Collateral Motion is granted on a final basis as set forth herein. This order replaces the Third Interim Cash Collateral Order. Subject to the terms and conditions provided herein, the Debtors are hereby authorized to use the cash collateral of the Cash Collateral Creditors, defined herein as Bank of America (“BofA”), California Bank & Trust (“CBT”), Wells Fargo Bank, N.A., successor by consolidation to Wells Fargo Bank Minnesota, National Association as Trustee for the Registered Certificateholders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2002-C1 acting by and through Capmark Finance, Inc., Its Special Servicer (“Capmark Finance”), Cathay Bank (“Cathay”), Chinatrust Bank (“Chinatrust”), Legendary Investors Group No. 1, LLC, as successor in interest to East West Bank with respect to certain Cash Collateral Properties (“Legendary”), Imperial Capital Bank (“Imperial”), Pacific Commerce Bank (“PCB”), The Stanford Group (“Stanford”), East West Bank as successor to United Commercial Bank (“UCB”), Vahan and Anoush Chamlian (“Chamlian”), Yoshiaki Murakami and Fumiko Murakami, as Co-Trustees of the Revocable Trust of Yoshiaki Murakami and Fumiko Murakami U/T/A Dated June 16, 1988, and Yoshiaki Murakami, an individual (“Murakami”), and 1248 Figueroa, LLC, successor in interest to East West Bank with respect to one Cash Collateral Property (“1248 Figueroa”).

Cash Management

2. The Cash Management Motion is granted. The Debtors are authorized to continue to use their integrated Cash Management System as described in the Cash Management Motion concurrent with the use of cash collateral and for such period as provided herein. In connection therewith:

a. The Debtors are authorized, but not directed, to continue the operation of their businesses, to transfer monies from Debtor to Debtor as necessary and appropriate, to continue utilizing their existing Cash Management System to manage their cash, to pay intercompany payables and to extend intercompany credit, in a manner consistent with the Debtors’

1 prepetition practice; provided, however, that on and after the Petition Date, the Debtors shall not
2 make any payment against or pay down a prepetition intercompany balance or debt.

3 b. All intercompany claims against a Debtor by another Debtor arising after
4 the Petition Date as a result of intercompany transfers made in the ordinary course of business shall
5 be accorded administrative expense priority under sections 503(b) and 507(a)(2) of the Bankruptcy
6 Code.

7
8 **Cash Collateral**

9 3. With respect to each Cash Collateral Property, which properties are identified and
10 defined in Exhibit “6” to the supplemental declarations of Richard Meruelo and Fred Skaggs
11 filed in support of the Cash Collateral Motion and the Cash Management Motion
12 (“Supplemental Declaration”) on or about April 20, 2009 (Docket No. 95), the Debtors are
13 authorized to use cash collateral generated by the Cash Collateral Property to and through March
14 31, 2010, unless the Debtors fail to pay the first installment of the real property taxes assessed
15 against the Cash Collateral Property for the County of Los Angeles’ 2009/2010 fiscal year, which
16 installment is due and payable without penalty on or before December 10, 2009 (the “December 10
17 Taxes”). In the event the Debtors fail to make a payment of such real property taxes for a Cash
18 Collateral Property on or before December 10, 2009, the Debtors’ use of cash collateral
19 generated by such property shall terminate on December 31, 2009. In the event the Debtors do
20 not pay the December 10 taxes for a Cash Collateral Property by such date, the Debtors by no
21 later than December 11, 2009, shall provide the Cash Collateral Creditors with a writing
22 identifying the Cash Collateral Property for which it did not pay the December 10 Taxes and
23 the amount of taxes payable for such property on such date.

24 4. The use of cash collateral shall be in the amounts and for the expenses set forth in
25 the projections attached as Exhibit “8” to the Supplemental Declaration. In that connection, and
26 subject to the immediately preceding sentence, it is further ordered that, absent further order of the
27 Court, as to each Cash Collateral Property, the Debtors shall not deviate by more than 20% in the
28 aggregate of all the line item expenditures from that projected for that property in the afore

1 described Exhibit “8” for the direct expenses of each respective Cash Collateral Property and the
2 Debtors shall only expend such funds as are necessary to operate and preserve their business. The
3 term “direct expenses” does not include the line item for the Direct Corporate Property
4 Management Fee assessed against each of the Cash Collateral Properties and that expense is limited
5 in amount to that set forth in the above-identified Exhibit “8” forecasts for each of the Cash
6 Collateral Properties.

7 5. After utilizing cash collateral generated by a Cash Collateral Property to pay the
8 direct expenses of preserving, maintaining and operating the Cash Collateral Properties, any excess
9 cash collateral generated by a Cash Collateral Property may be utilized by any other Debtor to pay
10 its ordinary direct costs and expenses of preserving, maintaining and operating its property and
11 business, including the general administrative expenses provided by the Service Level Debtors, as
12 that term has been defined in the case, subject to the provisions of paragraph 4 above.
13 Notwithstanding the foregoing, and absent further order of the Court, the Debtors shall not use cash
14 collateral to pay for the direct expenses of Meruelo Maddux – 845 S. Flower Street, LLC, or
15 Meruelo Chinatown, LLC or of any non-debtor affiliate.

16
17 **Adequate Protection**

18 6. As and for adequate protection for the use of the Cash Collateral Creditors’ cash
19 collateral, in addition to the equity in the Cash Collateral Properties protecting the Cash Collateral
20 Creditors’ interests therein, the Debtors proposed, among other things, and the Court hereby orders
21 as a base level of adequate protection (“Base Adequate Protection”), the following:

22 a. each Cash Collateral Creditor is hereby granted a replacement lien in its
23 respective post-petition cash collateral, with the same force, effect, validity and priority of the liens
24 held by the Cash Collateral Creditors in or against their respective pre-petition real property
25 collateral;

26 b. the Debtors shall maintain and preserve the Cash Collateral Properties by
27 payment of the ordinary expenses for maintaining and preserving the real property collateral; and
28

1 c. the Debtors shall pay real property taxes due and payable on and after
2 November 1, 2009, owing to the County of Los Angeles assessed against the Cash Collateral
3 Properties on or before the date on which such taxes are payable and due without penalty.

4 7. The following Cash Collateral Creditors' interests in cash collateral generated from
5 the following Cash Collateral Properties are found to be adequately protected by the Base Adequate
6 Protection and no further adequate protection need be provided:

7 a. BofA with respect to the Cash Collateral Property referred to in these
8 proceedings as Southpark;

9 b. Cathay with respect to the Cash Collateral Properties referred to in these
10 proceedings as Alameda Square and the Seventh Street Produce Market;

11 c. Legendary with respect to the Cash Collateral Properties referred to in these
12 proceedings as Sky Arc, SCI-Arc, 620 Gladys,² Little J, 336 W. 11th Street, 1500 Griffith, and 4th
13 Street Center;

14 d. The Stanford Group with respect to the Cash Collateral Property referred to
15 in these proceedings as 905 West 8th Street;

16 e. UCB with respect to the Cash Collateral Property referred to in these
17 proceedings as Wall Street Market, as provided in the stipulation between the parties;

18 f. Chamlian with respect to the Cash Collateral Property referred to in these
19 proceedings as 2131 Humboldt; and

20 g. 1248 Figueroa with respect to the Cash Collateral Property referred to in
21 these proceedings as the Santa Fe Plaza property, pursuant to the written consent of the Cash
22 Collateral Creditor, 1248 Figueroa.

23 _____
24 ² For purposes of this order, reference to "620 Gladys" is to those parcels owned by Merco
25 Group – 620 Gladys Avenue, LLC, and subject to a lien in favor of Legendary. Those parcels are
26 described in an appraisal submitted by Legendary as being commonly known as 614-620 Gladys,
27 830 and 838 East 6th Street, and 647-649 Ceres Avenue, Los Angeles, California, and may be more
28 particularly identified by their assessors parcel numbers: 5147-030-005 through 009, 037, 050, 053
through 055, 061, and 062. References in this order to "Cash Collateral Properties" do not include
parcels owned by Merco Group – 620 Gladys Avenue, LLC, which are not subject to a lien in favor
of Legendary.

1 8. The Court finds and orders that where it is ordered hereinafter that the amount of
2 adequate protection to be provided by the Debtors is to be calculated based upon the “actual
3 amount of cash collateral used,” this phrase means the total cash collateral generated by the Cash
4 Collateral Property, less the direct expenses of maintenance, operation and preservation of the real
5 property collateral, and less any real property taxes paid. If the protection is measured by the use
6 of actual amount of cash collateral used, the estimated amount going forward will be the monthly
7 average of the net amount as of the effective date of the calculation. The amount used under the
8 allocation for general corporate overhead, the line described as Direct Corporate Property
9 Management Fee, should be included in the amount to be protected rather than treated as a direct
10 expense.

11 9. The interests of the following Cash Collateral Creditors (hereinafter referred to as
12 the “Replacement Lien Cash Collateral Creditors”) in cash collateral generated from the following
13 Cash Collateral Properties are found not to be adequately protected by the Base Adequate
14 Protection alone. However, the Replacement Lien Cash Collateral Creditors’ interests in cash
15 collateral generated from the following Cash Collateral Properties are deemed to be adequately
16 protected by the Base Adequate Protection plus a replacement lien in one or more of the
17 Unencumbered Properties (identified in Exhibit “7” to the Supplemental Declaration) to be
18 tendered by the Debtors, which tendered properties are hereinafter referred to as the Replacement
19 Lien Property Pool and in the amounts described below:

20 a. Capmark Finance with respect to the Cash Collateral Property referred to in
21 these proceedings as the Crown Commerce Center in an amount equal to the lesser of (a) the actual
22 amount of cash collateral used from November 1, 2009 through March 31, 2010, or such shorter
23 period if the use of cash collateral is terminated before such period, or (b) the post-petition accruing
24 interest at the default rate beginning on November 1, 2009 through March 31, 2010, or such shorter
25 period if the use of cash collateral is terminated before such period. In addition, the Debtors,
26 subject to the agreement of Capmark Finance or other order of the Court, are to make certain roof
27 repairs for the improvements at Crown Commerce Center from cash collateral or make other
28 provision for the same.

1 b. CBT with respect to the Cash Collateral Property referred to in these
2 proceedings as 788 South Alameda in the amount of the cash collateral actually used from
3 March 27, 2009 through March 31, 2010, or such shorter period if the use of cash collateral is
4 terminated before such period.

5 c. Chinatrust with respect to the Cash Collateral Property referred to in these
6 proceedings as 3185 Washington in an amount equal to the lesser of (a) the cash collateral actually
7 used from March 27, 2009 through March 31, 2010, or such shorter period if the use of cash
8 collateral is terminated before such period, or (b) interest that has and will accrue at the default rate
9 from March 27, 2009 through March 31, 2010, or such shorter period if the use of cash collateral is
10 terminated before such period.

11 d. Legendary with respect to the Cash Collateral Property referred to in these
12 cases as 425 West 11th Street in an amount equal to the lesser of (a) the cash collateral actually
13 used from March 27, 2009 through March 31, 2010, or such shorter period if the use of cash
14 collateral is terminated before such period, or (b) interest that has and will accrue at the default rate
15 from March 27, 2009 through March 31, 2010, or such shorter period if the use of cash collateral is
16 terminated before such period. In the event the cash collateral used is less than the accruing
17 interest, the estimated amount of such cash collateral so used will be the monthly average of the net
18 amount as of the effective date of the calculation.

19 e. Legendary with respect to the Cash Collateral Property referred to in these
20 cases as 3rd & Omar an amount equal to interest that has and will accrue at the default rate from
21 March 27, 2009 through March 31, 2010, or such shorter period if the use of cash collateral is
22 terminated before such period.

23 f. Legendary with respect to the Cash Collateral Property referred to in these
24 cases as 420 Boyd Street in an amount equal to the cash collateral actually used from March 27,
25 2009 through March 31, 2010, or such shorter period if the use of cash collateral is terminated
26 before such period. The estimated amount of such cash collateral so used will be the monthly
27 average of the net amount as of the effective date of the calculation.
28

1 g. UCB with respect to the Cash Collateral Property referred to in these cases
2 as 2640 Washington in an amount equal to the cash collateral actually used from March 27, 2009
3 through March 31, 2010, or such shorter period if the use of cash collateral is terminated before
4 such period. The estimated amount of such cash collateral so used will be the monthly average of
5 the net amount as of the effective date of the calculation.

6 10. Pending the Court's determination of which of the Unencumbered Properties is to be
7 included and comprise the Replacement Lien Property Pool, the Replacement Lien Cash Collateral
8 Creditors shall continue to have a lien or charge in all of the Unencumbered Properties, and such
9 lien or charge shall be deemed perfected as to each of the Replacement Lien Cash Collateral
10 Creditors without the necessity of recordation of a deed of trust or other instrument evidencing the
11 interests of each of the Replacement Lien Cash Collateral Creditors as such interests are granted
12 herein. The lien or charge shall attach to the Unencumbered Properties, including thereafter the
13 Replacement Lien Property Pool, with the same force, effect, and validity of the liens held by the
14 Replacement Lien Cash Collateral Creditors in or against their respective pre-petition real property
15 collateral, including the rents, issues and profits of such real property collateral.

16 11. The lien or charge granted hereby to the Replacement Lien Cash Collateral
17 Creditors on the Unencumbered Properties and/or the Replacement Lien Property Pool shall be and
18 is granted *parri passu*, and matters concerning the enforcement of such lien or charge, if necessary,
19 shall be deferred for further proceedings before the Court. Upon an order of the Bankruptcy Court
20 identifying the composition of the Replacement Lien Pool, the liens or charges granted herein upon
21 the same shall be released as to only those Unencumbered Properties not included in the
22 Replacement Lien Property Pool and such liens shall only remain extant as to the Replacement
23 Lien Pool.

24 12. With respect to the use of cash collateral generated from the Cash Collateral
25 Property referred to in this case as Union Lofts, BofA is found to not be adequately protected by
26 the Base Adequate Protection alone. However, BofA's interests are found to be adequately
27 protected by additional adequate protection to be afforded to BofA pursuant to a separate order of
28 the Court entered or to be entered in connection with BofA's motion for relief from the automatic

1 stay – *i.e.*, the Base Adequate Protection plus a junior replacement lien against the real property
2 referred to in this case as Southpark in an amount equal to the interest that has and will accrue at
3 the default rate from August 1, 2009 through March 31, 2010, or such shorter period if the use of
4 cash collateral is terminated before such period.

5 13. Nothing in this Order constitutes a grant or denial of the Cash Collateral Motion on
6 a final basis with respect to the following described Cash Collateral Properties and Cash Collateral
7 Creditors (“Pending Cash Collateral Creditors”). Pending entry of a separate order, the terms and
8 conditions of this order shall apply as if each of the Pending Cash Collateral Creditors were
9 deemed to be a Replacement Lien Cash Collateral Creditor:

10 a. Imperial with respect to the Cash Collateral Property generally referred to in
11 these cases as Meruelo Farms;

12 b. Imperial with respect to the Cash Collateral Property referred to in these cases
13 as 1919 Vineburn; and

14 c. Imperial with respect to the Cash Collateral Property referred to in these cases
15 as Uhlman One.

16 14. Nothing herein shall prevent or prohibit Debtors or the Cash Collateral Creditors
17 from seeking to modify or terminate this Order in connection with a confirmed plan or plans of
18 reorganization or otherwise.

19 15. Nothing herein modifies or alters any separate order entered by the Court on a Cash
20 Collateral Creditor’s motion for relief from stay.

21 16. The Court shall retain jurisdiction with respect to any matters, claims, rights or
22 disputes arising from or related to the implementation of this Order.

23 17. Legendary’s objections to the

24 ###

25 DATED: January 13, 2010



United States Bankruptcy Judge

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27
28

In re: MERUELO MADDUX PROPERTIES, INC., Debtor(s).	CHAPTER: 11 CASE NUMBER: 1:09-bk-13356-KT
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NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

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: Danning, Gill, Diamond & Kollitz, LLP, 2029 Century Park East, Third Floor, Los Angeles, CA 90067.

A true and correct copy of the documents described as follows: **ORDER AUTHORIZING THE DEBTORS’ USE OF CASH COLLATERAL ON A FINAL BASIS AND APPROVING THE DEBTORS’ USE OF ITS CASH MANAGEMENT SYSTEM** 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 indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”) – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On , I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On December 18, 2009, I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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.

Via U.S. Mail:

Hon. Kathleen Thompson, U.S. Bankruptcy Court, 21041 Burbank Blvd, Woodland Hills, CA 90012, Suite 301, Woodland Hills, CA 91367

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on December 18, 2009, I served the following person(s) and/or entity(ies) by personal delivery, 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 the judge will be completed no later than 24 hours after the document is filed.

Via E-Mail

- Michael C Abel, mca@dgdk.com (counsel for Debtors)
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1 In re: MERUELO MADDUX PROPERTIES, INC., 2 Debtor(s).	CHAPTER: 11 CASE NUMBER: 1:09-bk-13356-KT
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Service information continued on attached page

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

December 18, 2009
Date

John N. Tedford, IV
Type Name

/s/ John N. Tedford, IV
Signature

<p>1 In re: MERUELO MADDUX PROPERTIES, INC.</p> <p>2 Debtor(s).</p>	<p>CHAPTER 11</p> <p>CASE NUMBER 1:09-bk-13356-KT</p>
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NOTE TO USERS OF THIS FORM:

- 3
- 4
- 5 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 6 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 7 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 8 4) **Category II.** below: List ONLY addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

9 Notice is given by the court that a judgment or order entitled **ORDER AUTHORIZING THE DEBTORS' USE OF CASH COLLATERAL ON A FINAL BASIS AND APPROVING THE DEBTORS' USE OF ITS CASH MANAGEMENT SYSTEM** was entered on the date indicated as Entered on the first page of this judgment or order and will be served in the manner indicated below:

10 **I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"):** Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of December 18, 2009, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

- 11 Michael C Abel, mca@dgdk.com (counsel for Debtors)
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- 13 Julia W Brand, jwb@dgdk.com (counsel for Debtors)
- 14 Jennifer L Braun, jennifer.l.braun@usdoj.gov (Office of the U.S. Trustee)
- 15 Martin J Brill, mjb@lnrb.com (counsel for interested party)
- 16 Howard Camhi, hcamhi@ecjlaw.com (counsel for Kennedy Funding Inc.)
- 17 Ronald R Cohn, rcohn@horganrosen.com (counsel for Pacific Commerce Bank)
- 18 Michaeline H Correa, mcorrea@jonesday.com (counsel for MTA)
- 19 Brian L Davidoff, b davidoff@rutterhobbs.com (counsel for Murakami)
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- 22 Donald L Gaffney, dgaffney@swlaw.com (counsel for Bank of America)
- 23 Thomas M Geher, tmg@jmbm.com (counsel for Capmark Finance Inc.)
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- 26 John A Graham, jag@jmbm.com (counsel for Capmark Finance Inc.)
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- 28 Asa S Hami, ahami@sulmeyerlaw.com (counsel for Committee)
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- Tamar Kouyoumjian, tkouyoumjian@sulmeyerlaw.com (counsel for Committee)

<p>1 In re: MERUELO MADDUX PROPERTIES, INC.</p> <p>2 Debtor(s).</p>	<p>CHAPTER 11</p> <p>CASE NUMBER 1:09-bk-13356-KT</p>
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- 28 Jason L Weisberg, jason@gdclawyers.com (counsel for Roofcorp)
- Jasmin Yang, jyang@swlaw.com (counsel for Bank of America)

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by U.S. Mail to the following person(s) and/or entity(ies) at the address(es) indicated below:

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an Entered stamp, the party lodging the judgment or order will serve a complete copy bearing an Entered stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s) and/or email address(es) indicated below:

Service information continued on attached page