

B10 (Official Form 10) (12/06)

UNITED STATES BANKRUPTCY COURT Central DISTRICT OF California		PROOF OF CLAIM
Name of Debtor: David Schwartzman		Case Number: 09-16565-MT
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): U.S. Bank, N.A.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: 5-1 <i>(If known)</i> Filed on: 8/3/2009
Name and address where notices should be sent: U.S. Bank, N.A. Attn: Vivian Chow Managing Director U.S. Bank Tower 633 West Fifth Street, 29 th Floor Los Angeles, California 90071		
Telephone number: (213) 615-6422		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where payment should be sent (if different from above):		
Telephone number:		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
1. Amount of Claim as of Date Case Filed: \$ 225,000.00 - See attachment If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.		
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(_____). Amount entitled to priority: \$ _____
2. Basis for Claim: Money Loaned - See attachment (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: N/A 3a. Debtor may have scheduled account as: US Bank (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: See attachment Value of Property: In excess of loan amount Annual Interest Rate: _____ % Amount of arrangement and other charges as of time case filed included in secured claim, If any: \$ See attachment Basis for perfection: See attachment Amount of Secured Claim: \$ 225,000.00 - See attachment Amount Unsecured: \$ 0		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 12-23-09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Peter D. Barash, Vice President, U.S. Bank, N.A.		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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1 **ATTACHMENT TO PROOF OF CLAIM:**

2 U.S. Bank, N.A. ("Claimant"), hereby files this amended Proof of Claim ("Proof of
3 Claim") to the proof of claim originally filed on August 10, 2009 and docketed as Court Claim No.
4 5-1.

5 **NOTICES:**

6 Any and all notices and communications with respect to this Proof of Claim should be
7 addressed as follows:

8 U.S. Bank, N.A.
9 Attn: Vivian Chow
10 Managing Director
11 U.S. Bank Tower
633 West Fifth Street, 29th Floor
Los Angeles, CA 90071

12 with a copy to:

13 William W. Huckins, Esq.
14 Allen Matkins Leck Gamble Mallory & Natis LLP
15 Three Embarcadero Center, 12th Floor
San Francisco, CA 94111

16 **BASIS FOR CLAIM**

17 The basis for Claimant's claim is monies loaned to the Debtor David Schwartzman (the
18 "Debtor") in the original sum of \$225,000 pursuant to an Installment or Single Payment Note
19 ("Promissory Note") and related loan documents.

20 A copy of the Promissory Note and related loan documents, as amended, is attached hereto
21 as Exhibit A.

22 **CLASSIFICATION OF CLAIM**

23 Claimant holds a secured claim in the sum of \$225,000.00 as of the petition date (i.e., June
24 1, 2009). As set forth in the accompanying Possessory Collateral Pledge Agreement, the monies
25 loaned by Claimant and the indebtedness owed by the Debtor are secured by a certificate of
26 deposit issued by U.S. Bank. A copy of the Possessory Collateral Pledge Agreement is attached
27 hereto as Exhibit B.

28

1 The value of Claimant's interest in the foregoing certificate of deposit is in excess of the
2 indebtedness owed by the Debtor. The Debtor scheduled Claimant as holding a secured claim
3 with the collateral (i.e., a \$250,000.00 certificate of deposit) in excess of the indebtedness owed.
4 As set forth in the Promissory Note, the outstanding principal balance bears interest at Claimant's
5 prime rate plus 1% per annum.

6 **AMOUNT OF CLAIM AS OF THE PETITION DATE**

7 The amount of Claimant's secured claim as of the petition date (i.e., June 1, 2009) was
8 \$225,000.00, as set forth in Schedule D of the Debtor's schedules. A copy of the amount owed by
9 the Debtor as of the petition date is attached hereto as Exhibit C.

10 **CREDITS AND SETOFFS**

11 All payments and credits have been applied in making this Proof of Claim.


12 **SUPPORTING DOCUMENTS**

13 As set forth above, documents supporting this Proof of Claim are attached hereto as
14 Exhibits A, B and C, and are incorporated herein by this reference.

15 **RESERVATION OF RIGHTS**

16 In executing and filing this Proof of Claim, Claimant does not waive any obligation owed
17 to it, or any right or rights of action that it has or may have against the Debtors or any other person
18 or persons. Claimant reserves the right to amend or supplement this Proof of Claim in any respect,
19 including, but not limited to, the assertion, by Proof of Claim or other application to this Court, of
20 a claim or claims for amounts due after the petition date (i.e., June 1, 2009) for principal, interest,
21 costs, fees and expenses (including legal fees and disbursements) arising from or related to the
22 Promissory Note and related documents and the claim asserted herein.

23
24 Dated: December 23, 2009

By: 
Peter D. Barash
Vice President
U.S. Bank, N.A.