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8 Attorneys for Heller Ehrman LLP,  
Debtor and Debtor in Possession

9 **UNITED STATES BANKRUPTCY COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN FRANCISCO DIVISION**

12 In re  
13 HELLER EHRMAN, LLP,  
14 Debtor.  
15 HELLER EHRMAN, LLP,  
16 Plaintiff,  
17 v.  
18 EMINE TECHNOLOGY COMPANY, LTD.,  
19 Defendant.

Case No.: 08-32514

Chapter 11

Adv. Pro. No. \_\_\_\_\_

**OBJECTION TO CLAIM BY EMINE  
TECHNOLOGY COMPANY, LTD  
AND COUNTERCLAIM FOR  
BREACH OF CONTRACT [CLAIM  
NO. 652]**

21 Heller Ehrman LLP, debtor, debtor in possession, and plaintiff herein (“Plaintiff”) alleges as  
22 follows:

23 **I.**

24 **BACKGROUND AND PARTIES**

25 1. On December 28, 2008 (the “Petition Date”), Heller Ehrman LLP (also known as the  
26 “Debtor”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the above-  
27 referenced bankruptcy case in the United States Bankruptcy Court for the Northern District of  
28 California, San Francisco Division.



1 A copy of the Claim is attached hereto as Exhibit B in accordance with Local Bankruptcy Rule  
2 3007-1.

3 **IV.**

4 **OBJECTION TO PROOF OF CLAIM**

5 11. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through  
6 10 above, as if fully set forth herein.

7 12. Plaintiff objects to the Claim of Emine on the grounds that (a) the Debtor (and its  
8 attorneys) fully performed the legal services for which it was hired in accordance with or above  
9 generally accepted professional standards, and (b) any alleged damages were not proximately caused  
10 by the Debtor.

11 13. By reason of the foregoing, Emine's Claim for alleged malpractice should be  
12 disallowed.

13 **V.**

14 **COUNTERCLAIM FOR BREACH OF CONTRACT**

15 14. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through  
16 13 above, as if fully set forth herein.

17 15. The Debtor and Emine entered a contract for services as set forth in the Engagement  
18 Letter.

19 16. Pursuant to the terms of the Engagement Letter, the Debtor provided legal services in  
20 exchange for payment of professional fees and expenses incurred on behalf of Emine. The  
21 Engagement Letter specifically requires that Emine pay the Debtor within thirty days of receipt of an  
22 invoice.

23 17. As of July 2010, Emine owes the Debtor \$1,621,489.34. The Debtor has consistently  
24 invoiced Emine for the outstanding amount owed and has not received payment.

25 18. By reason of the foregoing, Emine has breached the Engagement Letter by failing to  
26 pay all amounts due. Plaintiff is entitled to damages plus interest in an amount to be proven.

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**VI.**  
**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests relief as follows:

1. For an order sustaining Plaintiff’s objection to the Claim in its entirety, disallowing Claim Number 652-1, and deeming the Debtor’s schedules to be amended accordingly;
2. For a judgment against Emine in an amount to be proven of not less than \$1,621,489.34 plus interest; and
4. For such other and further relief as is just and proper.

Dated: July 15, 2010

PACHULSKI STANG ZIEHL & JONES LLP

By       /s/ Gail S. Greenwood        
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Debtor and Debtor in Possession