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7 Attorneys for Heller Ehrman LLP,
8 Liquidating Debtor

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

12 In re:
13 **HELLER EHRMAN LLP,**
14 Debtor.

Case No.: 08-32514

Chapter 11

**STIPULATION REGARDING
TREATMENT OF CLAIM OF S&M
MOVING SYSTEM (CLAIM NO. 263)**

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22 This *Stipulation Regarding Treatment of Claim of S&M Moving System (Claim No. 263)*
23 (“Stipulation”) is entered into by and between the above-captioned liquidating debtor Heller Ehrman
24 LLP (the “Liquidating Debtor”), and S&M Moving Systems (“Claimant”), by and through the
25 undersigned.
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RECITALS

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2 A. On December 28, 2008 (the "Petition Date"), Heller Ehrman LLP filed a voluntary
3 petition for relief under chapter 11 of title 11 of the United States Code, thereby initiating the above-
4 captioned bankruptcy case.

5 B. Claimant filed claim number 263 alleging a secured claim for \$4,886.00 per month in
6 storage charges (the "Claim") associated with certain personal property stored in San Diego (the
7 "Personal Property"). Included among the Personal Property are a number of boxes of documents
8 (the "Document Boxes").

9 C. Claimant represents and warrants that the Document Boxes are in "transport ready"
10 condition.

11 D. The Liquidating Debtor's bankruptcy case is the subject of a confirmed and effective
12 *Joint Plan of Liquidation of Heller Ehrman LLP* (August 9, 2010) (the "Plan").

13 E. The undersigned are duly authorized to enter into this Stipulation.

14 NOW, THEREFORE, the Debtor and Claimant hereby stipulate and agree as follows:

15 **AGREEMENT**

16 1. The foregoing Recitals are true and correct.

17 2. The Liquidating Debtor shall pay Claimant the sum of \$65,000 within 15 days of the
18 last date indicated below.

19 3. The Liquidating Debtor hereby quitclaims and abandons to Claimant any and all
20 interest in the Personal Property, with the exception of the Document Boxes.

21 4. The Document Boxes shall be retained by Claimant for an additional 60 days after the
22 last date written below at no additional cost to the Liquidating Debtor so as to allow the Liquidating
23 Debtor arranges for the transfer of the Document Boxes out of Claimant's storage facility within said
24 60 day period at its own expense.

25 5. So long as the Liquidating Debtor performs as described above, Claimant shall have
26 no other claims against Heller Ehrman LLP, and any such claims shall be expressly disallowed.

27 6. The Liquidating Debtor and Claimant shall each bear their own attorneys fees and
28 costs.

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Dated: September 8, 2010

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ John D. Fiero

John D. Fiero

Attorneys for the Liquidating Debtor

LAW OFFICE OF WILLIAM P. FENNELL,
APLC

Dated: September 8, 2010

/s/ Tracy L. Schimelfenig

Tracy L. Schimelfenig

Attorneys for S&M Moving Systems