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5 Attorneys for Edward M. Wolkowitz,
6 Chapter 7 Trustee

7
8 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
9 **LOS ANGELES DIVISION**

11 In re
12 COMMBROKER, INC., a California
corporation, dba RE/MAX
13 COMMERCIAL BROKERAGE,
14 Debtor.

15 EDWARD M. WOLKOWITZ, Chapter 7
Trustee,

16 Plaintiff,

17 v.

18 6767 SUNSET PLAZA, LLC; FIRST
19 AMERICAN TITLE INSURANCE
COMPANY; STAFFORD COMMERCIAL
20 REAL ESTATE, INC. A California
Corporation; REEVE BENARON;
21 LINDA KAYE; ELIOTT KAHN; and
STEPHEN SALTZMAN,

22 Defendants.

Case No. 2:09-bk-11325-ER

Chapter 7

Adv. No. 2:09-ap-_____-ER

**COMPLAINT FOR (1) DECLARATORY
RELIEF; (2) TURNOVER; AND (3)
AVOIDANCE OF PREFERENTIAL
TRANSFERS**

Date: [To Be Set By Summons]
Time: [To Be Set By Summons]
Place: Courtroom 1568
Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012

23
24 **TO THE HONORABLE ERNEST ROBLES, UNITED STATES BANKRUPTCY JUDGE:**

25 Plaintiff, Edward M. Wolkotiwitz, Chapter 7 Trustee for
26 the bankruptcy estate of Commbroker, Inc., respectfully alleges as
27 follows:

28 ///

1 ("Stafford"), is a California corporation subject to the
2 jurisdiction of this Court.

3 8. The Trustee is informed and believes and thereupon
4 alleges that Defendant Reeve Benaron ("Benaron") is an individual
5 subject to the jurisdiction of this Court.

6 9. The Trustee is informed and believes and thereupon
7 alleges that Defendant Linda Kaye ("Kaye") is an individual subject
8 to the jurisdiction of this Court.

9 10. The Trustee is informed and believes and thereupon
10 alleges that Defendant Stephen Saltzman ("Saltzman") is an
11 individual subject to the jurisdiction of this Court.

12 11. The Trustee is informed and believes and thereupon
13 alleges that Defendant Elliott Kahn ("Kahn") is an individual
14 subject to the jurisdiction of this court (collectively, Kahn,
15 Saltzman, Kaye, Benaron, Stafford, First American and Sunset Plaza
16 are hereafter referred to as the "Defendants").

17
18 **GENERAL ALLEGATIONS**

19 12. The Trustee is informed and believes and thereupon
20 alleges that at all at all times relevant hereto, the Debtor was a
21 licensed real estate brokerage firm which operated with numerous
22 agents pursuant to independent contractor agreements. All
23 commissions earned in connection with the sales arranged by such
24 agents were payable to the Debtor as the licensed broker.

25 13. The Trustee is informed and believes and thereupon
26 alleges that at all times relevant hereto, Defendants Kaye,
27 Saltzman and Kahn (collectively, the "Commbroker Agents") were each
28 party to an independent contractor agreement with the Debtor which

1 provided, among other things, that they would operate as real
2 estate agents under the Debtor's umbrella, and would receive a
3 percentage of commissions earned by the Debtor from sales arranged
4 by them, less certain fees.

5 14. The Trustee is informed and believes and thereupon
6 alleges that on or about May 18, 2007, a listing agreement was
7 entered into by and between Sunset Plaza on the one hand, and the
8 Debtor and Stafford, through their respective agents Kaye and
9 Benaron, on the other hand, for the property located at 6767 Sunset
10 Boulevard, Los Angeles, California (the "Property"), effective May
11 21, 2007 to August 21, 2007.

12 15. The Trustee is informed and believes and thereupon
13 alleges that on or about June 19, 2007, the Debtor, Stafford and
14 Sunset Plaza entered into a written agreement which established a
15 sliding scale broker commission for the sale of the Property based
16 upon the selling price (the "Commission Agreement").

17 16. The Trustee is informed and believes and thereupon
18 alleges that in consideration for receipt of a referral, Kahn and
19 Saltzman entered into a Referral Fee Agreement whereby Kahn agreed
20 to pay Saltzman fifty percent (50%) of any gross commission Kahn
21 earned in connection with the sale of the Property.

22 17. The Trustee is informed and believes and thereupon
23 alleges that on or about August 9, 2007, Panco Services LLC
24 ("Panco") and Sunset Plaza entered into a Commercial Property
25 Purchase Agreement and Joint Escrow Instructions for the purchase
26 and sale of the Property ("Purchase Agreement").

27 18. The Trustee is informed and believes and thereupon
28 alleges that at all times relevant hereto, the Debtor, through its

1 agent Kahn (subject to his agreement with Saltzman), was the real
2 estate broker representing Panco in the purchase of the Property,
3 and that the Defendants were aware of such representation.

4 19. The Trustee is informed and believes and thereupon
5 alleges that on or about August 13, 2007, First American became the
6 escrow holder for the sale of the Property.

7 20. The Trustee is informed and believes and thereupon
8 alleges that in or about September 2007, Sunset Plaza submitted
9 "Instructions To Pay Commission to First American" wherein Sunset
10 Plaza unilaterally apportioned itself a credit of \$50,000 against
11 the Debtor's commission without any authorization or consent from
12 the Debtor or the Commbroker Agents.

13 21. The Trustee is informed and believes and thereupon
14 alleges that some time after the execution of the Purchase
15 Agreement, a dispute arose between Panco and Sunset Plaza regarding
16 the terms of the sale of the Property.

17 22. The Trustee is informed and believes and thereupon
18 alleges that on or about September 16, 2008, Panco and Sunset Plaza
19 resolved their dispute regarding the terms of the sale of the
20 Property and entered into a Modification of Purchase Agreement and
21 Escrow Instructions whereby they increased the purchase price of
22 the Property from \$10,950,000 to \$11,150,000.

23 23. The Trustee is informed and believes and thereupon
24 alleges that based upon the \$11,150,000 purchase price, Sunset
25 Plaza was obligated to pay a \$400,000 broker commission pursuant to
26 the Commission Agreement.

27 24. The Trustee is informed and believes and thereupon
28 alleges that in or around June 2007, Kaye, Kahn, Saltzman and

1 Benaron entered into an oral agreement that the total broker
2 commission owed by Sunset Plaza for the sale of the Property would
3 be split equally between the seller's agents, Kaye and Benaron, on
4 one hand, and the buyer's agent, Kahn (subject to his agreement
5 with Saltzman), on the other hand.

6 25. The Trustee is informed and believes and thereupon
7 alleges that Kahn and Saltzman relied on the agreement that the
8 total broker commission owed by Sunset Plaza for the sale of the
9 Property would be split equally between the seller's agents, Kaye
10 and Benaron, on one hand, and the buyer's agent, Kahn and Saltzman,
11 on the other hand, that Kahn and Saltzman confirmed their reliance
12 to Kaye, and that although both Kaye and Benaron were aware of Kahn
13 and Saltzman's reliance on the agreement, neither Kaye nor Benaron
14 took any action to contradict it until the escrow had been opened
15 and fell into dispute.

16 26. The Trustee is informed and believes and thereupon
17 alleges that the custom and practice in the real estate industry is
18 that except where there is an explicit agreement to the contrary,
19 the listing broker and the seller's broker generally share
20 commissions from a sale equally.

21 27. The Trustee is informed and believes and thereupon
22 alleges that on or about January 19, 2009, the Debtor and the
23 Commbroker Agents entered into a Settlement and Mutual Release
24 Agreement (the "Settlement Agreement") whereby the Debtor, Kaye,
25 Kahn and Saltzberg agree to divide and distribute \$200,000 of the
26 commission owed to the Debtor from the sale of the Property as
27 follows: 10.1% to the Debtor, 54.1% to Kaye, and 35.8% to Kahn.

28 ///

1 believes and thereupon alleges that the Defendants contend that the
2 Escrow Funds are not all property of the Estate.

3 34. A judicial declaration regarding the Estate's rights
4 to the Escrow Funds is necessary at this time in order for the
5 parties to ascertain their respective rights and remedies.

6
7 **SECOND CLAIM FOR RELIEF**

8 (For Turnover Against First American - 11 U.S.C. § 542)

9 35. Trustee realleges and incorporates herein by
10 reference the allegations set forth in Paragraphs 1 through 34,
11 inclusive, as though fully set forth herein.

12 36. The Trustee is informed and believes and thereupon
13 alleges that all of the Escrow Funds are property of the Estate,
14 and he is entitled to turnover of the Escrow Funds in the
15 possession, custody or control of First American.

16
17 **THIRD CLAIM FOR RELIEF**

18 (For Declaratory Relief Against Sunset Plaza)

19 37. The Trustee realleges and incorporates herein by
20 reference the allegations set forth in Paragraphs 1 through 36,
21 inclusive, as though fully set forth herein.

22 38. A present and actual controversy exists between
23 the Trustee, on the one hand, and Sunset Plaza, on the other
24 hand, with respect to the rights to the Escrow Funds. The
25 Trustee is informed and believes and thereupon alleges that
26 Sunset Plaza is not entitled to a credit in any amount from the
27 commission owed to the Debtor for the sale of the Property. The
28 Trustee is informed and believes and thereupon alleges that

1 Sunset Plaza contends that it is entitled to receive \$50,000
2 credit from the commission owed to the Debtor for the sale of the
3 Property.

4 39. A judicial declaration regarding Sunset Plaza's
5 right to a credit from the Debtor's commission for the sale of
6 the Property is necessary at this time in order for the parties
7 to ascertain their rights and remedies concerning the Escrow
8 Funds.

9
10 **FOURTH CLAIM FOR RELIEF**

11 (For Declaratory Relief Against Stafford and Benaron)

12 40. The Trustee realleges and incorporates herein by
13 reference the allegations set forth in Paragraphs 1 through 39,
14 inclusive, as though fully set forth herein.

15 41. A present and actual controversy exists between
16 the Trustee, on the one hand, and Stafford and Benaron, on the
17 other hand, with respect to the rights to the Escrow Funds. The
18 Trustee is informed and believes and thereupon alleges that
19 Stafford and Benaron's commission is limited to \$100,000 in the
20 event that the total amount of broker commission from the sale of
21 the Property is \$400,000, and is limited to \$87,500 in the event
22 that the total amount of broker commission from the sale of the
23 Property is \$350,000. The Trustee is informed and believes and
24 thereupon alleges that Stafford and Benaron contend that they are
25 entitled to a \$200,000 commission from the sale of the Property,
26 and thus have a right to \$100,000 of the Escrow Funds.

27 42. A judicial declaration regarding the amount of
28 Stafford and Benaron's commission from the sale of the Property

1 is necessary at this time in order for the parties to ascertain
2 their respective rights and remedies concerning the Escrow Funds.

3
4 **FIFTH CLAIM FOR RELIEF**

5 (For Turnover Against Stafford and Benaron - 11 U.S.C. § 542)

6 43. Trustee realleges and incorporates herein by
7 reference the allegations set forth in Paragraphs 1 through 42,
8 inclusive, as though fully set forth herein.

9 44. The Trustee is informed and believes and thereupon
10 alleges that in the event that the total amount of broker
11 Commission from the sale of the Property is found to be only
12 \$350,000, the Trustee is entitled to and hereby demands turnover
13 of \$12,500 as property of the Estate.

14
15 **SIXTH CLAIM FOR RELIEF**

16 (For Avoidance of Preferential Transfer Against

17 Kaye, Kahn and Saltzman - 11 U.S.C. § 547)

18 45. The Trustee realleges and incorporates herein by
19 reference the allegations set forth in Paragraphs 1 through 44,
20 inclusive, as though fully set forth herein.

21 46. Trustee is informed and believes that to the
22 extent that the Settlement Agreement was a transfer of any
23 interest of the Debtor in any portion of the Escrow Funds to the
24 Commbroker Agents, such transfer was for benefit of the
25 Commbroker Agents within 90 days of the Petition Date.

26 47. Trustee is informed and believes that to the
27 extent that the Settlement Agreement was a transfer of any
28 interest of the Debtor in any portion of the Escrow Funds to the

1 Commbroker Agents, such transfer was for or on account of an
2 antecedent indebtedness owed by the Debtor to the Commbroker
3 Agents.

4 48. Trustee is informed and believes that to the
5 extent that the Settlement Agreement was a transfer of any
6 interest of the Debtor in any portion of the Escrow Funds to the
7 Commbroker Agents, such transfer was made when the Debtor was
8 insolvent or that the transfer caused the Debtor to become
9 insolvent.

10 49. Trustee is informed and believes that to the
11 extent that the Settlement Agreement was a transfer of any
12 interest of the Debtor in any portion of the Escrow Funds to the
13 Commbroker Agents, such transfer enabled the Commbroker Agents to
14 receive more than they would have received if (i) this case was a
15 case under chapter 7 of title 11; (ii) the transfer had not been
16 made; and (iii) the Commbroker Agents had received payment of the
17 debt to the extent provided under title 11 of the United States
18 Code.

19 50. Pursuant to 11 U.S.C. § 547, the Trustee is
20 entitled to avoid for the benefit of the Estate any interest of
21 the Debtor in the Escrow Funds transferred to the Commbroker
22 Agents pursuant to the Settlement Agreement.

23
24 **SEVENTH CLAIM FOR RELIEF**

25 (For Declaratory Relief Against Kaye, Kahn and Saltzman)

26 51. The Trustee realleges and incorporates herein by
27 reference the allegations set forth in Paragraphs 1 through 50,
28 inclusive, as though fully set forth herein.

1 52. A present and actual controversy exists between
2 the Trustee, on the one hand, and the Commbroker Agents, on the
3 other hand, with respect to the nature of the Commbroker Agents'
4 rights to commissions earned or other debts owed as a result of
5 the sale of the Property. The Trustee is informed and believes
6 and thereupon alleges that all of the Escrow Funds are property
7 of the Estate, that the Commbroker Agents have no right to any of
8 the Escrow Funds, and that any claims the Commbroker Agents have
9 against the Debtor with regard to commissions earned or other
10 debts owed as a result of the sale of the Property are limited to
11 unsecured creditor claims against the Estate. The Trustee is
12 informed and believes and thereupon alleges that the Commbroker
13 Agents contend that they are entitled to some or all of the
14 Escrow Funds.

15 53. A judicial declaration regarding the Commbroker
16 Agents' rights and remedies with regard to commissions earned
17 from the sale of the Property is necessary at this time in order
18 for the parties to determine the nature of their claims and their
19 respective rights to the Escrow Funds.

20
21 **WHEREFORE**, the Trustee prays for judgment as follows:

- 22 1. ON THE FIRST CLAIM FOR RELIEF: For an order
23 finding that all of the Escrow Funds are commission due to the
24 Debtor and thus property of the Estate;
- 25 2. ON THE SECOND CLAIM FOR RELIEF: For an order
26 directing turnover of the Escrow Funds to the Trustee for the
27 benefit of the Estate;

28 ///

1 3. ON THE THIRD CLAIM FOR RELIEF: For an order
2 finding that the broker commission from the sale of the Property
3 was \$400,000, and that Sunset Plaza is not entitled to any credit
4 from such commission or any portion of the Escrow Funds;

5 4. ON THE FOURTH CLAIM FOR RELIEF: For an order
6 finding that Stafford and Benaron's commission is limited to
7 \$100,000 in the event that the total amount of broker commission
8 from the sale of the Property is \$400,000, and is limited to
9 \$87,500 in the event that the total amount of broker commission
10 from the sale of the Property is \$350,000;

11 5. ON THE FIFTH CLAIM FOR RELIEF: In the event that
12 the total amount of broker commission from the sale of the
13 Property is found to be only \$350,000, for an order directing
14 turnover of \$12,500 to the Trustee for the benefit of the Estate;

15 6. ON THE SIXTH CLAIM FOR RELIEF: To the extent that
16 any interest of the Debtor in the Escrow Funds was transferred by
17 the Debtor to the Commbroker Defendants pursuant to the
18 Settlement Agreement, for an order avoiding such transfers for
19 the benefit of the Estate;

20 7. ON THE SEVENTH CLAIM FOR RELIEF: For an order
21 finding that the Commbroker Agents are not entitled to any of the
22 Escrow Funds, and are limited to asserting unsecured creditor
23 claims against the Estate for any commissions or other debt owed
24 to them as a result of the sale of the Property;

25 8. For costs of suit incurred herein; and

26 ///

27 ///

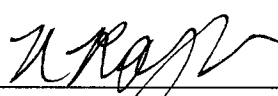
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9. For such other relief as the Court may deem just
and proper.

DATED: July 2, 2009

ROBINSON, DIAMANT & WOLKOWITZ
A Professional Corporation

By: 
PHILIP A. GASTIER
NATELLA ROYZMAN
Attorneys for Edward M. Wolkowitz,
Chapter 7 Trustee

ADVERSARY PROCEEDING COVER SHEET
(Instructions on Reverse)

ADVERSARY PROCEEDING NUMBER
(Court Use Only)

PLAINTIFFS
Edward M. Wolkowitz, Chapter 7 Trustee
1888 Century Park East, Ste. 1500
Los Angeles, CA 90067

DEFENDANTS
6767 Sunset Plaza, LLC; First American Title Insurance Company; stafford commerical real estate, Inc. a California Corporation; Reeve Benaron; Linda Kaye; Elliott Kahn; and Stephen Saltzman

ATTORNEYS (Firm Name, Address, and Telephone No.)
NATELLA ROYZMAN (SBN 245852)
Robinson, Diamant & Wolkowitz, APC
1888 Century Park East, Ste. 1500
Los Angeles, CA 90067
(310) 277-7400

ATTORNEYS (If Known)

PARTY (Check One Box Only)
 Debtor U.S. Trustee/Bankruptcy Admin
 Creditor Other
 Trustee

PARTY (Check One Box Only)
 Debtor U.S. Trustee/Bankruptcy Admin
 Creditor Other
 Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
Complaint for (1) Declaratory Relief; (2) Turnover; and (3) Avoidance and Recovery of Preferential Transfers

NATURE OF SUIT
(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
 11-Recovery of money/property - § 542 turnover of property
 12-Recovery of money/property - § 547 preference
 13-Recovery of money/property - § 548 fraudulent transfer
 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
 61-Dischargeability - §523(a)(5), domestic support
 68-Dischargeability - §523(a)(6), willful and malicious injury
 63-Dischargeability - §523(a)(8), student loan
 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
 71-Injunctive relief – imposition of stay
 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
 91-Declaratory judgment

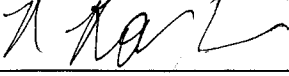
FRBP 7001(10) Determination of Removed Action
 01-Determination of removed claim or cause

Other
 SS-SIPA Case – 15 U.S.C. §§78aaa *et seq.*
 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

Check if this case involves a substantive issue of state law
 Check if a jury trial is demanded in complaint

Check if this is asserted to be a class action under FRCP 23
 Demand \$ 0.00

Other Relief Sought

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR COMMBROKER, INC., a California corporation		BANKRUPTCY CASE NO. 2:09-bk-11325-ER	
DISTRICT IN WHICH CASE IS PENDING CENTRAL		DIVISION OFFICE LOS ANGELES	NAME OF JUDGE ERNEST ROBLES
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF		DEFENDANT	
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 			
DATE July 2, 2009		PRINT NAME OF ATTORNEY (OR PLAINTIFF) NATELLA ROYZMAN	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number PHILIP A. GASTEIER (SBN 130043) NATELLA ROYZMAN (SBN 245852) Robinson, Diamant & Wolkowitz, APC 1888 Century Park East, Suite 1500 Los Angeles, CA 90067 Telephone: (310) 277-7400 Facsimile: (310) 277-7584 <i>Attorney for Plaintiff</i> Edward M. Wolkowitz, Ch. 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: COMMBROKER, INC. , a California corporation, dba RE/MAX COMMERCIAL BROKERAGE , <div style="text-align: right;">Debtor.</div>	CHAPTER <u>7</u> CASE NUMBER 2:09-bk-11325-ER ADVERSARY NUMBER 2:09-ap- -ER
EDWARD M. WOLKOWITZ, Chapter 7 Trustee, <div style="text-align: center;">vs.</div> <div style="text-align: right;">Plaintiff(s),</div> 6767 SUNSET PLAZA, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY; STAFFORD COMMERCIAL REAL ESTATE, INC. A California Corporation; REEVE BENARON; LINDA KAYE; ELIOTT KAHN; AND STEPHEN SALTZMAN, Defendant(s).	<div style="text-align: center;"> <i>(The Boxes and Blank Lines below are for the Court's Use Only) (Do Not Fill Them In)</i> SUMMONS AND NOTICE OF STATUS CONFERENCE </div>

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend yourself, you must file with the Court a written pleading, in duplicate, in response to the Complaint. You must also send a copy of your written response to the party shown in the upper left-hand corner of this page. Unless you have filed in duplicate and served a responsive pleading by _____, the Court may enter a judgment by default against you for the relief demanded in the Complaint.

A Status Conference on the proceeding commenced by the Complaint has been set for:

Hearing Date:	Time:	Courtroom: 1568	Floor: 15TH
<input checked="" type="checkbox"/> 255 East Temple Street, Los Angeles	<input type="checkbox"/> 411 West Fourth Street, Santa Ana		
<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills	<input type="checkbox"/> 1415 State Street, Santa Barbara		
<input type="checkbox"/> 3420 Twelfth Street, Riverside			

PLEASE TAKE NOTICE that if the trial of the proceeding is anticipated to take less than two (2) hours, the parties may stipulate to conduct the trial of the case on the date specified, instead of holding a Status Conference. Such a stipulation must be lodged with the Court at least two (2) Court days before the date set forth above and is subject to Court approval. The Court may continue the trial to another date if necessary to accommodate the anticipated length of the trial.

Date of Issuance: _____

JON D. CERETTO
Clerk of the Bankruptcy Court

By: _____
Deputy Clerk

In re COMMBROKER, INC., a California corporation, dba RE/MAX COMMERCIAL BROKERAGE, Debtor(s).	CASE NO.: 2:09-bk-11325-ER
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ADDITIONAL SERVICE INFORMATION (if needed):