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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

In re: ALEXANDRA M. SPIEGEL,

Debtor,

No. 11-60024

BAP No. 10-1228

ALEXANDRA M. SPIEGEL;
STILLWATER RANCH
DEVELOPMENT; SUSAN DIDRIKSEN,
Chapter 7 trustee for the estate of
Alexandra M. Spiegel,

Appellants,

MEMORANDUM*

v.

WRIGHT GRANDCHILDREN, L.P.;
MICHAEL WRIGHT,

Appellees,

STEPHEN HUNG,

Interested Party.

Appeal from the Ninth Circuit
Bankruptcy Appellate Panel
Kirscher, Hollowell, and Dunn, Bankruptcy Judges, Presiding

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

Argued and Submitted October 16, 2012
San Francisco, California

Before: WALLACE and BEA, Circuit Judges, and RESTANI, Judge.**

Having considered the plain language of the contract, as well as the evidence offered to prove the intention of the parties, *see Jones-Hamilton Co. v. Beazer Materials & Services, Inc.*, 973 F.2d 688, 692 (9th Cir. 1992), we hold that the release clause in the contract between Spiegel and Wright Grandchildren L.P. is not ambiguous. It should therefore be interpreted in accordance with its plain language, giving effect to all of its provisions. Cal. Civ. Code § 1638 (Deering 2012); Cal. Civ. Proc. Code § 1858 (Deering 2012). The clause required Wright Grandchildren L.P., upon the sale of the Improved Property, to release the Improved Property if Spiegel tendered \$150,000. Consistent with this decision, the case is reversed and remanded for the bankruptcy court to make any necessary findings to resolve the competing claims of the parties. **REVERSED AND REMANDED.**

** The Honorable Jane A. Restani, Judge for the U.S. Court of International Trade, sitting by designation.