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13 Attorneys for the Pension Benefit Guaranty Corporation

14
15 **UNITED STATES BANKRUPTCY COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **[LOS ANGELES DIVISION]**
18

19 In re

20 **BAY AREA FINANCIAL**
21 **CORPORATION,**

22 Debtor and Debtor in Possession.
23
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) CASE NO.: 2:13-bk-38974-TD

) Chapter 11

) **NOTICE OF MOTION AND MOTION**
) **TO ALLOW LATE-FILED**
) **CLAIMS;MEMORANDUM OF POINTS**
) **AND AUTHORITIES IN**
) **SUPPORT;DECLARATION OF KYLE**
) **MCCORMICK IN SUPPORT THEREOF**
) **Hearing Scheduled for**

) DATE: October 1, 2014

) TIME: 10:00 a.m.

) CRTM: 1345

) 255 East Temple Street
) Los Angeles, CA 90012

1 **TO THE HONORABLE THOMAS B. DONOVAN UNITED STATES BANKRUPTCY**
2 **JUDGE, DEBTOR’S COUNSEL, UNITED STATES TRUSTEE, AND ALL PARTIES-**
3 **IN-INTEREST:**

4
5 Melissa Harclerode, Counsel for the Pension Benefit Guaranty Corporation (“PBGC”),
6 moves this Court for an Order, as a matter of due process and pursuant to Federal Rule of
7 Bankruptcy Procedure (“FRBP”) 9006(b)(1), deeming the attached, contingent Proofs of Claims
8 timely filed.

9
10 **PLEASE TAKE NOTICE** that this Motion is made on the grounds that neither three
11 individuals who were participants (the “Plan Participants”) in the Bay Area Financial
12 Corporation Defined Benefit Plan (the “Pension Plan”), nor PBGC were initially scheduled as
13 creditors of Debtor Bay Area Financial Corporation (the “Debtor”). Additionally, neither the
14 Plan Participants nor PBGC received notice of the commencement of this Chapter 11
15 bankruptcy. And the Plan Participants and PBGC were originally omitted from all the master
16 mailing lists and proofs of service in this case. As such, neither the Plan Participants nor PBGC
17 had notice of the Proof of Claim filing bar date until it had already passed, and therefore, did not
18 file claims prior to the bar date. Neither the Plan Participants nor PBGC were afforded their due
19 process rights to timely file proofs of claims. Furthermore, under FRBP 9006(b)(1), the Plan
20 Participants’ and PBGC’s neglect in timely filing proofs of claims were outside of their control
21 and excusable.
22

23
24 PBGC has authority to file proofs of claims as a surety of the Debtor, pursuant to
25 Section 501(b) of the Bankruptcy Code (the “Code”) and FRBP 3005.

26
27 This Motion is based upon this Notice, the attached Memorandum of Points and
28 Authorities and exhibits hereto; the attached Declaration in support filed concurrently herewith;

1 all supporting pleadings, records, exhibits, and other documents on file in this action, and upon
2 such other oral and documentary evidence as may be presented to this Court at or prior to the
3 hearing on this Motion.

4
5 Notice of hearing on the Motion will be served upon all Creditors and interested parties.
6 This Motion has been served upon those parties that have requested special notice in this case,
7 the United States Trustee, prospective bidders and those holding a lien of record against the
8 Property.

9 Pursuant to Local Bankruptcy Rule 9013-1(f)(1), any party wishing to respond to the
10 Motion must file a written response with the Clerk of the Court and serve it upon counsel
11 named in the upper left hand corner of this Notice and upon the Office of the United States
12 Trustee, 915 Wilshire Blvd, Suite 1850, Los Angeles, CA 90017, at least fourteen (14) days
13 prior to the hearing. Failure to comply with this procedure will be deemed by the Court to be
14 consent to the granting of the relief requested.
15
16

17 DATED: September 8, 2014

PENSION BENEFIT GUARANTY
CORPORATION

19 /s/ Melissa Harclerode 

ISRAEL GOLDOWITZ

Chief Counsel

KAREN L. MORRIS

Deputy Chief Counsel

SARA B. EAGLE

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Attorney

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF RELEVANT FACTS**

3 1. PBGC is a wholly-owned United States government corporation, and an agency
4 of the United States, that administers the defined benefit pension plan termination insurance
5 program under Title IV of the Employee Retirement Income Security Act of 1974, *as amended*
6 (“ERISA”), 29 U.S.C. §§ 1301-1461. PBGC guarantees the payment of certain pension benefits
7 upon the termination of a single-employer pension plan covered by Title IV of ERISA.
8

9 2. Title IV provides the exclusive means of terminating a defined benefit pension
10 plan. 29 U.S.C. § 1341(a)(1). An employer may terminate a plan in a standard termination
11 under Title IV only if the plan has sufficient assets to cover all benefit liabilities. 29 U.S.C.
12 § 1341(b).
13

14 3. After plan assets are distributed in a standard termination, PBGC continues to
15 have authority over matters relating to the plan pursuant to 29 U.S.C. § 1341(b)(4), and is
16 required under 29 U.S.C. § 1303(a) to audit a statistically significant number of standard
17 terminations to determine, *inter alia*, whether affected parties have received the benefits to
18 which they are entitled under the provisions of the plan (in effect on the date of plan
19 termination) and any applicable regulations. *See* 29 U.S.C. §§ 1303(a), 1341(b)(1)(D), and
20 1341(b)(3)(A).
21

22 4. The Pension Plan was established July 1, 2001, as a defined benefit pension plan
23 under the ERISA. The Pension Plan was covered under Title IV of ERISA (“Title IV”). 29
24 U.S.C. § 1321. The Pension Plan was terminated in a standard termination, effective December
25 31, 2009, under section 4041(b) of ERISA. *See* 29 U.S.C. § 4041(b). To complete a standard
26 termination, however, Title IV requires that the plan be sufficient for all benefit liabilities,
27
28

1 determined “as of the termination date.” 29 U.S.C. § 1341(b)(1)(D). Upon a PBGC audit of the
2 Plan’s standard termination, PBGC determined that additional benefits were owed to three
3 individuals, the Plan Participants. *See* 29 U.S.C. §§ 1303(a), 1341(b)(4).

4
5 5. On March 8, 2013, PBGC sent its initial determination on the Plan’s standard
6 termination audit to the Debtor indicating that additional benefits were owed to the Plan
7 Participants (the “Initial Determination”). The determination directed the Debtor to recalculate
8 the lump sum distributions made from the Plan to the Plan Participants, resubmit those
9 calculations to PBGC for approval, and (after receiving PBGC approval) pay the Plan
10 Participants the additional benefits they were owed. *See* Declaration of Kyle McCormick ¶ 3
11 (the “Declaration”); *see also* 29 C.F.R. § 40003.21.

12
13 6. The Debtor had 30 days from the issuance of the Initial Determination to make
14 any request for reconsideration. 29 C.F.R. § 4003.32.

15 7. The Debtor did not file a request for reconsideration. *See* Declaration ¶ 4.

16
17 8. Accordingly, 31 days after PBGC issued the Initial Determination, it became
18 final. *Id.*; 29 C.F.R. §§ 4003.22, 4003.32.

19 9. On March 16, 2014, the Debtor provided PBGC with revised calculations of the
20 remaining lump sum amounts owed to the Plan Participants. *See* Declaration ¶ 5.

21 10. Those calculations totaled \$119,032.43 and included interest at the Debtor’s
22 prescribed rate of 5%, starting from the date the initial payments were made to the Plan
23 Participants (September 30, 2010) until the approximated date of when the additional payments
24 would be made to the Plan Participants (April 30, 2014). The calculations show that Ashton
25 Pitts is owed an additional \$115,165.37 (\$96,692.68 in benefits, plus \$18,472.69 in interest),
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1 Wilma Pitts is owed an additional \$921.34 (\$773.56 in benefits, plus \$147.78 in interest), and
2 Elsa Raigosa is owed an additional \$2,945.72. (\$2,473.22 in benefits, plus \$472.50 in interest).

3 11. The attached claims, totaling \$116,637.03, include the benefit amounts for each
4 participant (noted in paragraph 10) with interest at the Debtor's prescribed rate, pro-rated to the
5 petition date of this Chapter 11 bankruptcy (December 9, 2013).¹ See attached Exhibits 1, 2,
6 and 3.² See Declaration ¶ 10.

7
8 12. On December 9, 2013, without notice to the Plan Participants or PBGC, the
9 Debtor filed a voluntary Chapter 11 petition in the United States Bankruptcy Court for the
10 Central District of California (Docket No. 1).

11
12 13. On December 12, 2013, without notice to the Plan Participants or PBGC, the
13 Court issued a Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, and Deadlines
14 (Docket No. 13) setting the meeting of creditors for January 14, 2014.

15 14. The Debtor originally filed his Schedules on December 23, 2013 (Docket No. 29).
16 Neither the Plan Participants nor PBGC were identified or scheduled as creditors, jointly or
17 individually, anywhere on these original Schedules.

18
19 15. On February 13, 2014, without notice to the Plan Participants or PBGC, the
20 Debtor filed a Notice of Bar Date for Filing Proof of Claim in an Individual Chapter 11 (Docket
21 No. 59) setting the bar date for March 31, 2014. Neither the Plan Participants nor PBGC
22 received notice of the claims bar date.
23

24
25
26 ¹ These claims reflect revised interest calculations that take into account the commencement of
this Chapter 11 bankruptcy.

27 ² Exhibit 1 is PBGC's claim filed on behalf of Mr. Ashton Pitts. Exhibit 2 is PBGC's claim
28 filed on behalf of Ms. Wilma Pitts. Exhibit 3 is PBGC's claim filed on behalf of Ms. Elsa
Raigosa.

1 16. On March 25, 2014, PBGC notified the Debtor that the Debtor's final calculations
2 of the additional benefits owed the Plan Participants were approved, and requested the Debtor
3 make the additional payments to the Plan Participants. *See* Declaration ¶ 6.

4
5 17. The Debtor provided no acknowledgement of PBGC's final approval of the
6 Debtor's final lump sum calculations. Additionally, the Debtor did not make any additional
7 payments to the Plan Participants. *See* Declaration at ¶ 7.

8 18. Upon PBGC contacting the Debtor's representative, Charlie Kunz from Biggs &
9 Co., regarding the Debtor's failure to comply with PBGC's now final determination, PBGC was
10 informed that the Debtor filed a Chapter 11 proceeding in December 2013. Declaration at ¶ 9.

11
12 19. On July 23, 2014, the Debtor filed an amended Schedule F (Docket No. 214),
13 which lists the Plan Participants as creditors, and PBGC for notice purposes only.³

14 **II. ARGUMENT**

15 **A. The Plan Participants, As Known Creditors, and PBGC, As a Known Surety,**
16 **Were Entitled to Receive Notice of Debtor's Bankruptcy Proceeding.**

17 Neither the Plan Participants nor PBGC received notice of the Debtor's bankruptcy
18 proceeding despite PBGC's uncontested March 2013 determination that the Debtor owed
19 additional benefits to the Plan Participants, the Debtor's continued communication with PBGC,
20 up to and after the bankruptcy petition date, regarding the amount of additional benefits owed,
21 and PBGC's March 2014 approval of the Debtor's revised calculations. *See* Declaration ¶ 3.

22
23 PBGC only became aware of the bankruptcy when it contacted the Debtor regarding its
24 failure to comply with its uncontested determination. PBGC and the Plan Participants only
25 received notice of the bankruptcy once they were added to the service list when the Debtor filed
26

27
28 ³ The claims for the Plan Participants listed in the amended Schedule F do not accurately
portray the interest owed, as pro-rated to the petition date of this Chapter 11 bankruptcy.

1 an Amended Schedule F (Docket No. 214) on July 23, 2014, well after the Proof of Claims bar
2 date.

3 **B. Absent Filing of Claims by the Plan Participants, PBGC Has Authority to**
4 **File the Claims of the Plan Participants.**

5 PBGC is a surety of the Debtor for the remaining additional benefits owed to the Plan
6 Participants. *See* 29 U.S.C. 4022. The Debtor owes additional benefits to these Plan
7 Participants because they were participants in the Pension Plan and were not provided their full
8 benefits when the Pension Plan was terminated in 2009. In the event that the Debtor does not
9 pay these additional benefits, PBGC, as the guarantor of defined benefit pension plans, is
10 obliged to pay such benefits. *See* 29 U.S.C. 4022; *In re White Motor Corp.*, 731 F.2d 372 (6th
11 Cir. 1984); *In re Alan Wood Steel Co.*, 1978 U.S. Dist. LEXIS 20427 (E.D. Pa. Oct. 13, 1978).
12 Therefore, PBGC has the capacity as the Debtor's surety, to file proofs of claims against the
13 Debtor for the amount of remaining pension benefits owed to the Plan Participants.
14
15

16 **C. Bar Dates Do Not Apply to a Known Creditor, or Surety or Guarantor of**
17 **Known Creditor, Who Was Not Afforded Due Process.**

18 When a creditor was not given notice of a proof of claim bar date that affects that
19 creditor's substantive and property rights, such bar date cannot apply to that creditor based on
20 constitutional due process. *See City of New York v. New York, N.H. & H.R. Co.*, 344 U.S. 293,
21 296-97 (1953) (holding that under the bankruptcy act, the claims bar date cannot apply to a
22 creditor who was not given proper notice and opportunity of such date); *Perez v. Safety-Kleen*
23 *Sys.*, 2008 U.S. Dist. LEXIS 57119 (N.D. Cal. July 28, 2008) (holding that a creditor must be
24 given reasonable notice of a claims bar date before it is effective against such creditor); *In re*
25 *First Magnus Fin. Corp.*, 415 B.R. 416, 423 (Bankr. D. Ariz. Feb. 25, 2009) (known creditors
26 are entitled to formal notice of the bankruptcy and claims date).
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1 Neither the Plan Participants nor PBGC were given formal notice at the time of the
2 commencement of the Debtor's bankruptcy. Accordingly, these parties did not have notice of
3 the Proof of Claim filing bar date until after the deadline had already expired.
4

5 Based on the fore-mentioned grounds, courts have generally allowed creditors who were
6 not formally notified of the debtor's bankruptcy or the Proof of Claim bar date to file a proof of
7 claim after the deadline, and have the proof of claim deemed timely filed. *See City of New York*
8 *v. New York, N.H. & H.R. Co.*, 344 U.S. 293, 296-97 (1953); *In re First Magnus Fin. Corp.*, 415
9 B.R. 416 (Bankr. D. Ariz. Feb. 25, 2009). Therefore, the Plan Participants and PBGC should
10 not be time-restricted by the Proof of Claim bar date because they were not given appropriate
11 notice of such bar date, or even the commencement of the bankruptcy.
12

13 The Plan Participants did not file claims for the pension benefits still owed to them by
14 the Debtor, therefore PBGC, as the co-debtor guarantor, is permitted to file such claims.
15

16 **D. PBGC is Entitled to Relief Under Rule 9006(b)(1) Based On "Excusable"
Neglect.**

17 Alternatively, PBGC respectively seeks to have its Proofs of Claims be deemed timely
18 filed under Rule 9006(b)(1). Courts permit proofs of claims filed after the deadline to be
19 deemed timely upon a showing of "excusable neglect" under Rule 9006(b)(1). *See Pioneer*
20 *Investment Services Co. v. Brunswick Associated Ltd. Partnership*, 507 U.S. 380 (1993). The
21 Court in *Pioneer* established a four-part balancing test for determining "excusable neglect"
22 within the meaning of Rule 9006(b)(1). The four factors include: "(1) the danger of prejudice to
23 the non-moving party, (2) the length of delay and its potential impact on judicial proceedings,
24 (3) the reason for the delay, including whether it was within the reasonable control of the
25 movant, and (4) whether the moving party's conduct was in good faith. *Id.* at 395.
26
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1 In the instant case, all of the above factors warrant granting PBGC its requested relief.
2 Deeming PBGC's contingent Proofs of Claims as timely filed would not prejudice the Debtor,
3 especially given that the Debtor has now amended its Schedule F to include the Plan
4 Participants. (Docket No. 214). PBGC has acted efficiently to get its Proofs of Claims on file
5 after learning of the bar date. Furthermore, the reason for the delay was not due to PBGC's
6 actions, PBGC had no knowledge or notice of the bankruptcy proceeding. PBGC has filed
7 these Proofs of Claims in good faith, in order to ensure that the Plan Participants' benefits are
8 properly protected in the Debtor's bankruptcy.
9
10

11 **III. CONCLUSION**

12 For the foregoing reasons, PBGC respectfully requests that its attached Proofs of Claims
13 be filed and deemed timely as a matter of due process and under Rule 9006(b)(1).
14

15 Respectfully Submitted,

16 DATED: September 8, 2014

PENSION BENEFIT GUARANTY CORPORATION

17 /s/ Melissa Harclerode 

18 ISRAEL GOLDOWITZ

19 Chief Counsel

20 KAREN L. MORRIS

21 Deputy Chief Counsel

22 SARA B. EAGLE

23 Assistant Chief Counsel

24 MELISSA HARCLERODE

25 Attorney

PENSION BENEFIT GUARANTY CORPORATION

26 Office of the Chief Counsel

27 1200 K Street NW, Suite 340

28 Washington, DC 20005

Telephone: (202) 326-4020 ext. 6733

Facsimile: (202) 326-4112

Harclerode.melissa@pbgc.gov

DECLARATION OF KYLE MCCORMICK

I, KYLE MCCORMICK, declare as follows:

1. I am an auditor in the Compliance and Audits Branch of the Standard Termination Compliance Division for the Pension Benefit Guaranty Corporation (“PBGC”). I submit this declaration in support of PBGC’s Motion for an Order deeming PBGC’s proofs of claims against Bay Area Financial Corporation (the “Debtor”) timely filed. If called to testify, I could and would testify competently concerning the contents of this Declaration. My knowledge of the facts set forth herein is based on my personal knowledge, and my communications and discussions with the Debtor.

2. As an auditor for PBGC, I was assigned to conduct an audit of the Debtor’s standard termination of the Bay Area Financial Corporation Defined Benefit Plan (the “Pension Plan”).

3. On March 8, 2013, I sent an initial determination letter indicating that the Debtor must distribute additional assets to certain participants. This letter also stated that if the Debtor did not file a request for reconsideration within 30 days after the date of this determination, the findings in the initial determination letter would become final.

4. The Debtor did not file a request for reconsideration within the 30 day period.

5. On March 16, 2014, after communicating with Mr. Gene Ferranti of Upstate Pension Actuaries, Inc. for the preceding twelve months, regarding recalculation of the additional benefits owed, the Debtor provided PBGC with final calculations for the remaining lump sum amounts owed to the Plan Participants.

6. On March 25, 2014, I sent an approval letter stating that PBGC had reviewed the revised calculations for the additional benefits owed the Plan Participants, had approved those

1 calculations, and authorized payment of those amounts. According to these calculations, Ashton
2 Pitts was owed an additional \$115,165.37 (\$96,692.68 in benefits, plus \$18,472.69 in interest),
3 Wilma Pitts was owed an additional \$921.34 (\$773.56 in benefits, plus \$147.78 in interest), and
4 Elsa Raigosa was owed an additional \$2,945.72 (\$2,473.22 in benefits, plus \$472.50 in interest).
5
6 These amounts included interest determined by using a Debtor prescribed interest rate of 5%
7 starting from the date the participants received their initial distributions (September 30, 2010)
8 until the approximated date of when the additional payments would be made to the Plan
9 Participants (April 30, 2014).

10
11 7. The Debtor did not acknowledge PBGC's final approval of the Debtor's final
12 lump sum calculations. Additionally, the Debtor did not make any additional payments to the
13 Plan Participants.

14 8. On May 5, 2014, I attempted to contact the Debtor to inquire about the
15 confirmation of payment of the additional benefits.

16 9. On June 25, 2014, Charlie Kunz from Biggs & Co. contacted me to inform PBGC
17 that the Debtor had entered into Chapter 11 bankruptcy in December 2013.

18 10. I revised the approved calculations (as noted in paragraph 6), using the Debtor's
19 prescribed 5% rate of interest, to reflect interest from the date the initial benefit payment date
20 only until the petition date (December 9, 2013). These revised calculations determined that
21 Ashton Pitts is owed an additional \$112,847.79 (\$96,692.68 in benefits, and \$16,155.11), Wilma
22 Pitts is owed an additional \$902.80 (\$773.56 in benefits, and \$129.24), and Elsa Raigosa is owed
23 an additional \$2,886.44 (\$2,473.22 in benefits, and \$413.22).
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2 Pitts was owed an additional \$115,165.37 (\$96,692.68 in benefits, plus \$18,472.69 in interest),
3 Wilma Pitts was owed an additional \$921.34 (\$773.56 in benefits, plus \$147.78 in interest), and
4 Elsa Raigosa was owed an additional \$2,945.72 (\$2,473.22 in benefits, plus \$472.50 in interest).
5
6 These amounts included interest determined by using a Debtor prescribed interest rate of 5%
7 starting from the date the participants received their initial distributions [September 30, 2010]
8 until the approximated date of when the additional payments would be made to the Plan
9 Participants [April 30, 2014].

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11 7. The Debtor did not acknowledge PBGC's final approval of the Debtor's final
12 lump sum calculations. Additionally, the Debtor did not make any additional payments to the
13 Plan Participants.

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15 confirmation of payment of the additional benefits.

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23 additional \$902.80 (\$773.56 in benefits, and \$129.24), and Elsa Raigosa is owed an additional
24 \$2,886.44 (\$2,473.22 in benefits, and \$413.22).
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1 I declare under penalty of perjury that the foregoing is true and correct. Executed on
2 September 4, 2014, in Washington, D.C.
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5 KYLE MCCORMICK
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**Pension Benefit Guaranty Corporation
Office of the Chief Counsel
1200 K St., NW, Suite 340
Washington DC 20005**

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF MOTION AND MOTION TO ALLOW LATE-FILED CLAIMS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; DECLARATION OF KYLE MCCORMICK IN SUPPORT THEREOF

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

The Judge's Copy was sent to Judge Thomas B. Donovan at the address below, via First Class U.S. Mail, on September 8, 2014, pursuant to LBR 5005-2(d) and Appendix F of the Court Manual.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 8, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

X Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On September 8, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**U.S. Bankruptcy Court
Roybal Federal Building
255 E. Temple Street
Judge Thomas Donovan's Chambers – Suite 1352
Los Angeles, CA 90012**

X Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

09/08/2014
Date

Melissa Harclerode
Printed Name


/s/ Melissa Harclerode (pro hac vice)
Signature

On September 8, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

James C Bastian jbastian@shbllp.com
Counsel for Committee of Creditors Holding Unsecured Claims

Christopher L Blank clblank@pacbell.net
Counsel for interested party Christopher L. Blank

Teresa K Breman tbreman@bremanlaw.com
Courtesy Notice of Electronic Filing

Richard W Brunette rbrunette@sheppardmullin.com, vlamonica@sheppardmullin.com
Counsel for creditor Larry and Linda Sacks

Sandford Frey Sfrey@cmkllp.com
Counsel for debtor

Leslie S Gold LGold@GershuniKatz.com
Counsel for creditor Carol George
Counsel for creditor Joanne George, Trustee of the Marcel George Family Trusts

Ira Benjamin Katz IKatz@GershuniKatz.com
Counsel for creditor Ronald S. DeFever
Counsel for creditor Carol George
Counsel for creditor Joanne George, Trustee of the Marcel George Family Trusts

Ori Katz okatz@sheppardmullin.com, ewalters@sheppardmullin.com
Counsel for creditor DACA VI LLC

Paul H Kim Pkim@counsel.lacounty.gov
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Stuart I Koenig Skoenig@cmkllp.com
Counsel for Debtor

Timothy Krantz krantzlaw@pacbell.net
Creditor

Mary D Lane mal@msk.com, mec@msk.com
Courtesy Notice of Electronic Filing

Elan S Levey elan.levey@usdoj.gov, louis.lin@usdoj.gov
Local counsel for creditor Pension Benefit Guaranty Corporation

Melissa Davis Lowe mdavis@shbllp.com

Counsel for Committee of Creditors Holding Unsecured Claims

Queenie K Ng queenie.k.ng@usdoj.gov
Counsel for United States Trustee (LA)

Matthew J Riopelle mriopelle@foley.com
Counsel for creditor William H. Malkmus Revocable Trust

Daren M Schlecter daren@schlecterlaw.com
Counsel for creditor International Committee of the Artists for Peace

United States Trustee (LA) ustregion16.la.ecf@usdoj.gov
United States Trustee

Marta C Wade mwade@cmkllp.com, knielsen@cmkllp.com
Counsel for debtor

Andrew F Whatnall awhatnall@daca4.com
Counsel for creditor DACA VI LLC

Douglas Wolfe dwolfe@asmcapital.com
Counsel for creditor ASM Capital IV, L.P.

On September 8, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows:

Biggs & Co.
3250 Ocean Park Blvd.
Suite 350
Los Angeles, CA 90405

Liquidity Solutions, Inc.
One University Plaza
Suite 312
Hackensack, NJ 07601