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6 General Bankruptcy Counsel for
Debtor and Debtor in Possession

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9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES DIVISION

12 In re:
13 B&B Liquidating, LLC,
14
15 Debtor and Debtor in Possession.

Case No. 2:18-bk-11744-NB

Chapter 11

**DEBTOR'S COMBINED REPLY TO
OPPOSITIONS FILED IN RESPONSE TO
JOINT MOTION OF THE DEBTOR AND
THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS TO DISMISS
CHAPTER 11 CASE SUBJECT TO A
RESERVATION OF RIGHTS TO
ENFORCE PREVIOUSLY AGREED-UPON
CARVE OUT FOR UNSECURED
CREDITORS, OR, IN THE
ALTERNATIVE, SUSPEND ALL
PROCEEDINGS OR CONVERT
CHAPTER 11 CASE TO A CASE UNDER
CHAPTER 7**

Hearing

Date: November 6, 2018
Time: 2:00 p.m.
Place: Courtroom 1545
255 E. Temple Street
Los Angeles, CA 90012

GREENBERG GLUSKER FIELDS CLAMAN &
MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

1 **TO THE HONORABLE NEIL W. BASON, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE UNITED STATES TRUSTEE, ALL PARTIES-IN-INTEREST HEREIN,**
3 **AND THEIR RESPECTIVE COUNSEL:**

4 Debtor and Debtor in Possession B&B Liquidating, LLC, f/k/a B&B Bachrach, LLC, (the
5 “Debtor”) submits this reply brief (the “Reply”) in response to the following:

- 6 (1) *Opposition of Secured Lender Siena Lending Group, LLC to Joint Motion of the*
7 *Debtor and the Official Committee of Unsecured Creditors to Dismiss Chapter 11*
8 *Case Subject to a Reservation of Rights to Enforce Previously Agreed-Upon Carve*
9 *Out for Unsecured Creditors or, in the Alternative, Suspend all Proceedings or*
10 *Convert Chapter 11 Case to a Case Under Chapter 7 [Docket No. 241] (the “Siena*
11 *Opposition”)* filed by Siena Lending Group, LLC (“Siena”) on October 23, 2018;
12 and
13 (2) *Limited Opposition to Joint Motion of the Debtor and the Official Committee of*
14 *Unsecured Creditors to Dismiss Chapter 11 Case [Docket No. 243] (the “GA*
15 *Opposition”* together with the Siena Opposition, the “Oppositions”) filed by Great
16 American Group Advisory & Valuation Services, LLC and Great American Group,
17 LLC (collectively, “GA”)

18 filed in response to the *Joint Motion of the Debtor and the Official Committee of Unsecured*
19 *Creditors to Dismiss Chapter 11 Case Subject to a Reservation of Rights to Enforce Previously*
20 *Agreed-Upon Carve Out for Unsecured Creditors, or, in the Alternative, Suspend All Proceedings*
21 *or Convert Chapter 11 Case to a Case Under Chapter 7 [Docket No. 227] (the “Motion”)*¹ jointly
22 filed on October 12, 2018 by the Debtor and the Official Committee of Unsecured Creditors (the
23 “Committee” together with the Debtor, “Movants”) appointed in the above captioned chapter 11
24 case (the “Chapter 11 Case”). In support of this Reply, the Debtor respectfully represents as
25 follows:

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¹ Capitalized terms not otherwise defined herein have their meaning ascribed in the Motion.

1 **I. INTRODUCTION**

2 Neither Siena nor GA oppose Movants’ request for dismissal of the Chapter 11 Case.
3 Siena disputes only the requested reservation of creditor rights to enforce provisions of the carve
4 out agreement entered into between the Committee and Siena. GA requests only that dismissal be
5 delayed until pending claims asserted by Siena against GA, which GA has since removed to the
6 bankruptcy court, are fully resolved – or alternatively to dismiss the Chapter 11 Case but maintain
7 jurisdiction over the removed claims. With the issue of dismissal not in dispute, the only
8 remaining matters necessary to decide are “when” and “how” the dismissal will occur.

9 The arguments asserted in the Oppositions raise points that need not be decided by the
10 Court at this juncture. The Court need not, and likely cannot decide now whether any claims
11 currently asserted against GA may trigger obligations under the Creditor Carve Out in the event
12 that Siena obtains any recovery. Under the Bankruptcy Code, the contractual carve out
13 obligations of Siena survive dismissal by operation of law and a determination as to the
14 applicability of the Creditor Carve Out can only be decided on a future date when, and if Siena
15 makes an applicable recovery. Similarly, to the extent the Court opts to retain, rather than remand
16 the removed action, dismissal of the Chapter 11 Case will not divest the Court of its jurisdiction
17 over the claims removed. Whether the Court will exercise its discretion to retain any such
18 removed claims is a decision to be made by the Court *in* the removed action *after* the bankruptcy
19 case has been dismissed.

20 What is before the Court is whether “cause” has been shown to dismiss the Chapter 11
21 Case under section 1112(b) of the Bankruptcy Code. The Debtor submits that it has, and neither
22 GA nor Siena assert otherwise.

23 **II. DISCUSSION**

24 **A. The Reservation of Rights is Merely a Confirmation of What Rights are**
25 **Enforceable Following Dismissal**

26 The Siena Opposition goes to great lengths in arguing that the Creditor Carve Out does
27 not apply to the claims Siena has asserted against GA in the complaint filed by Siena on
28 September 26, 2018 (the “GA Complaint”) alleging (1) Negligence; (2) Breach of Contract; and

1 (3) Negligent Representation, which was filed in Los Angeles Superior Court, Case No.
2 BC723332 (the “GA Action”). *See* GA Complaint attached as Exhibit 1 attached to the
3 *Declaration of Jennifer L. Nassari* accompanying the GA Opposition. This argument overlooks a
4 significant point made in the Motion – that the Creditor Carve Out is enforceable, whatever it’s
5 extent, notwithstanding any specific reservation of rights. The requested relief merely provides a
6 mechanism for the enforcement of such rights post-dismissal.

7 Whether the Creditor Carve Out applies to the claims asserted in the GA Complaint is an
8 issue not ripe for consideration. Indeed, as noted in the GA Opposition, the claims asserted in the
9 GA Complaint may ultimately not be the only claims applicable to the Carve Out, as GA states
10 that further claims have been threatened by Siena. GA Opposition 2:26-27. Before the Court is
11 only a request for dismissal under section 1112(b) of the Bankruptcy Code for “cause”. As
12 detailed in the motion, and not disputed by Siena, dismissal of the Chapter 11 Case will not
13 vacate the Final Financing Order and does not unwind the Amended Financing Stipulation. *See*
14 11 U.S.C. § 349 (specifying only certain orders and judgments are vacated upon dismissal, such
15 as under sections 522(i)(1), 542, 550 or 553. 11 U.S.C. § 349(b)(2)). Therefore, Siena’s
16 obligations to the creditors remain intact and are enforceable post-dismissal without any specific
17 finding required by the Court as to the extent of those obligations at this time.

18 What the reservation of rights does seek is merely a confirmation of this statutory result
19 and a mechanism to seek a later enforcement of the binding contractual provisions contained in
20 the Amended Financing Stipulation by way of an *ex parte* process to reopen the case and initiate a
21 contested matter, if necessary. It follows that only in the event that this enforcement process is
22 triggered will the Court need to determine what the extent of Siena’s obligations are under the
23 Amended Financing Stipulation with respect to the Creditor Carve Out. Absent an applicable
24 recovery by Siena, there is simply nothing for the Court to decide in this regard.

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1 **B. Dismissal Should Not Be Delayed While Siena’s Claims Against GA are Being**
2 **Resolved**

3 In the GA Opposition, GA expressed an intention to remove the GA Action to the
4 bankruptcy court, which has since occurred.² On that basis, GA requests that dismissal be
5 deferred well beyond the 45-day period requested by Movants to wrap up final fee applications
6 and other final matters. GA asserts that all claims against GA in the GA Action, and apparently
7 any potentially unasserted claims be fully resolved prior to dismissal of the Chapter 11 Case. The
8 Debtor submits that keeping the case pending for such an extended period of time only to resolve
9 asserted and unasserted claims against GA would be prejudicial to the Debtor, the bankruptcy
10 estate and its creditors.

11 Siena commenced the GA Action a little over one month ago. The only status of the
12 pending action provided by Siena and/or GA is that GA planned to, and now has removed the
13 action to the bankruptcy court. Though GA has expressed an intention to file a motion to dismiss
14 the removed claims, presumably under Rule 12, this intention does not guaranty the claims will
15 be fully resolved in any timely fashion. Being that the action is ostensibly at an early pleading
16 stage, even if claims remained in the bankruptcy court and were not remanded – which is an
17 additional unknown variable – the action could take years before it is fully resolved. During that
18 same period, if the Chapter 11 Case were to remain open, U.S. Trustee fees and other
19 administrative fees, which the Debtor is presently unable to pay without funding from Siena, will
20 continue to accrue. With no further assets to administer post-foreclosure, and no outstanding
21 matters to attend to, the Chapter 11 Case would essentially remain pending simply for the benefit
22 of GA and Siena to resolve their potentially protracted litigation.³ As discussed further below,
23 rather than keep the case open to the detriment of the Debtor and creditors, dismissal will have no
24 effect on the discretion of the Court to retain jurisdiction over any removed claims, and therefore,
25 further delay of dismissal is not warranted.

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27 ² GA filed a *Notice of Removal* filed on October 26, 2018, which opened Adversary No. 2:18-ap-01334-NB.

28 ³ Again, this assumes that the GA Action is not remanded by the Court. In its opposition, GA has not specifically addressed whether the Chapter 11 Case should remain pending if the GA Action is remanded by the Court.

1 **C. The Court May Dismiss the Case and Reserve Jurisdiction Over the Claims**
2 **Asserted Against GA**

3 Assuming that the Court retains jurisdiction over any claims removed by GA, instead of
4 remanding such claims under its broad equitable power⁴, dismissal of the bankruptcy case post-
5 removal will not affect the Court’s decision to exercise of jurisdiction over the litigation. As
6 correctly stated in the GA Opposition, in the Ninth Circuit, dismissal of bankruptcy case does not
7 automatically divest the court of jurisdiction over removed claims. *See Carraher v. Morgan Elecs.,*
8 *Inc. (In re Carraher)*, 971 F.2d 327, 328 (9th Cir. 1992). In making this determination, the Ninth
9 Circuit interpreted the effect of dismissal under section 349 of the Bankruptcy Code:

10 Section 349 of the Bankruptcy Code lists the various effects of dismissal of the
11 underlying bankruptcy case; conspicuously absent from that list is automatic
12 termination of jurisdiction over related cases. 11 U.S.C. § 349. If Congress wished
13 to terminate bankruptcy jurisdiction over related cases when the underlying
14 bankruptcy case is dismissed, it presumably would have said so in section 349 or
15 elsewhere. It hasn't, and its silence is determinative

16 *In re Carraher*, 971 F.2d at 328. The Court has the discretion to retain such an action when the
17 underlying case has been dismissed. *Id.* However, it is premature to make such a determination at
18 this point when the action has just been removed, and the Court has yet to determine whether to
19 maintain jurisdiction, or remand “on any equitable ground.” 28 USC § 1452(b). As stated, the
20 issue before the court is whether “cause” has been shown to dismiss the case under section 1112(b)
21 of the Bankruptcy Code, which has not been disputed by the Oppositions.

22 **D. Alternatively, the Court May Suspend Proceedings and Administratively**
23 **Close the Chapter 11 Case or, as a Further Alternative, Convert the Case to**
24 **Chapter 7**

25 The Oppositions further do not dispute the availability of alternative relief requested by
26 Movants. As detailed in the Motion, if the Court is not inclined to dismiss the Chapter 11 Case,
27 the Court may suspend all proceedings and administratively close the Chapter 11 Case pursuant to
28 the court’s discretionary power under section 305(a) of the Bankruptcy Code. *See* 11 U.S.C. §

⁴ *See* 28 USC § 1452(b).

1 305(a)(1) (“The court, after notice and a hearing, may dismiss a case under this title, or may suspend
2 all proceedings in a case under this title, at any time, if (1) the interests of creditors and the debtor
3 would be better served by such dismissal or suspension ...”). Suspension of the proceedings to
4 allow for resolution of claims in the bankruptcy court, to the extent they are retained, is a reasonable
5 alternative to keeping the Chapter 11 Case open, which would only result in the accrual of
6 administrative expenses to the detriment to the cash-strapped estate. Further, the Oppositions do
7 not argue against the further alternative relief of conversion to chapter 7.

8 **E. Siena Should Be Ordered to Fund its Carve Out Obligations**

9 Siena does dispute its obligation to fund administrative expenses under its Carve Out
10 obligations set forth in the Final Financing Order and Amended Financing Stipulation. Siena
11 contends only that “the nature and amount such expenses are not specified”. Siena Opposition
12 5:18-19. The Motion does, in fact, specify that a Carve Out obligation to Debtor’s counsel totaling
13 \$29,713.21 remains unpaid.⁵ To date, fees incurred by Debtor’s counsel exceed the total amount
14 of the agreed upon Carve Out (i.e. \$275,000.00). Through September 31, 2018, Debtor’s counsel
15 incurred a total of \$254,092.35 in fees and costs, as reflected in the *Professional Fee Statement No.*
16 *8* [Docket No. 236], an amount which exceeds the Carve Out payments received, to date of
17 \$245,286.79.⁶ Counsel has incurred an additional approximately \$26,740.50 in fees and costs in
18 October, to date, for tasks which include the negotiation, preparation and prosecution of the Motion
19 (including this Reply), preparation of a final decree motion to be filed in the *Bachrach* case, and
20 preparation of final fee applications for the Debtor’s professionals. *See Declaration of Keith*
21 *Patrick Banner* (“Banner Decl.”) ¶¶ 3 - 5.

22 Siena has shown similar reluctance to pay the fees of the noticing agent, Donlin Recano &
23 Company (“DRC”) now that the case is winding down, despite the importance of their services in
24

25 ⁵ As indicated in the Motion, Siena agreed to a total Carve Out of \$275,000.00 for Debtor’s counsel and funded only
\$245,286.79, to date.

26 ⁶ In the Siena Opposition, Siena incorrectly asserts that Professional Fee Statement No. 8 states payments received
27 under the Carve Out exceed fees and costs incurred through the end of September 2018. In fact, the fee statement
28 shows an aggregate of \$254,092.35 of fees and expenses incurred, and only \$245,286.79 received under the Carve
Out. Siena is perhaps mistakenly interpreting the \$53,987.76 in “funds remaining” as excess Carve Out Payments,
which, in actuality, reflects only the 20% holdback required of counsel under the Court-approved Fee Statement
Procedures.

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1 serving the Motion and the companion final decree motion in the *Bachrach* case. Multiple prior
2 invoices totaling \$6,532.15 remain unpaid for services performed as far back as June 2018. Banner
3 Decl., ¶ 7. Therefore, Movants have requested in the Motion that DRC be allowed to file a
4 supplemental declaration detailing unpaid fees and requiring Siena to pay such fees.

5 The Debtor recognizes that Siena has expended substantial funds post-petition to finance
6 the Debtor’s liquidation in this Chapter 11 Case and it is in Siena’s interest to minimize further fees
7 incurred. Nevertheless, the Debtor’s professionals, landlords, and the various other administrative
8 claimants have relied on Siena’s commitment to fund these obligations made at the commencement
9 of this Chapter 11 Case in making their decision to move forward and support the liquidation that
10 has been conducted for Siena’s benefit.⁷ A failure to satisfy such obligations to pay essential
11 administrative claims under the Carve Out in this late stage would be an inequitable result.

12 **III. CONCLUSION**

13 Based on the foregoing, and in light of no opposition having been received regarding
14 Movants’ request to dismiss this Chapter 11 Case, the Debtor respectfully requests that the Court
15 grant the Motion in its entirety and grant such other and further relief as the Court deems just and
16 proper.

17
18 October 30, 2018

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

By: /s/ Brian L. Davidoff
BRIAN L. DAVIDOFF
KEITH PATRICK BANNER
General Bankruptcy Counsel for Debtor
and Debtor in Possession

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27 _____
28 ⁷ Unfortunately, though Siena previously funded a substantial portion of its Carve Out obligations to Debtor’s
counsel, multiple requests to fund the remaining obligations have recently been ignored, including a follow up
request made on the day the Siena Opposition was filed. Banner Decl. ¶ 6.

DECLARATION OF KEITH PATRICK BANNER

1
2 I, Keith Patrick Banner, being fully sworn, hereby declare that the following is true to the
3 best of my knowledge, information and belief:

4 1. I am an attorney at Greenberg Glusker Fields Claman & Machtinger LLP
5 (“Greenberg Glusker”), general bankruptcy counsel to B&B Liquidating, LLC, f/k/a B&B
6 Bachrach, LLC, (the “Debtor”). The facts herein contained are within my own personal
7 knowledge and belief and I could and would competently testify thereto if called upon to do so.

8 2. I make this declaration in support of the accompanying *Debtor’s Combined Reply*
9 *to Oppositions Filed in Response to Joint Motion of the Debtor and the Official Committee of*
10 *Unsecured Creditors to Dismiss Chapter 11 Case Subject to a Reservation of Rights to Enforce*
11 *Previously Agreed-Upon Carve Out for Unsecured Creditors, or, in the alternative, Suspend All*
12 *Proceedings or Convert Chapter 11 Case to a Case Under Chapter 7* (the “Reply”). Capitalized
13 terms not otherwise defined herein shall have the meaning ascribed in the Reply.

14 3. As of the date of the Reply, Greenberg Glusker’s fees and expenses incurred in
15 representing the Debtor in the Chapter 11 Case exceed the total amount of the Carve Out
16 attributable to Debtor’s counsel as agreed to with Siena under the Amended Financing Stipulation
17 (i.e. \$275,000.00).

18 4. Through September 31, 2018, Greenberg Glusker incurred fees and expenses
19 totaling \$254,092.35 as reflected in the *Professional Fee Statement No. 8* [Docket No. 236] (“GG
20 Fee Statement No. 8”), an amount which exceeds the Carve Out payments received, to date of
21 \$245,286.79. The \$53,987.76 in “funds remaining” identified in the GG Fee Statement No. 8
22 reflects the 20% holdback required of by the Court under the Court-approved Fee Statement
23 Procedures.

24 5. Greenberg Glusker has incurred an additional approximately \$26,740.50 in fees
25 and costs for October, to date, for tasks which include the negotiation, preparation and
26 prosecution of the Motion (including the Reply), preparation of a final decree motion to be filed
27 in the *Bachrach* case, and preparation of final fee applications for the Debtor’s professionals.
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Los Angeles, California 90067-4590

1 6. Though Siena previously funded a substantial portion of its Carve Out obligations
2 to Greenberg Glusker, the firm has made multiple requests of Siena’s counsel to fund the
3 remaining obligations, to which we have received no response, including a follow up request I
4 personally made via email on the date the Siena filed its opposition (i.e. October 23, 2018).

5 7. As of the date of the Reply, I understand through communications with the
6 noticing agent, Donlin Recano & Company (“DRC”) and my review of invoices received from
7 DRC that approximately three (3) invoices remain unpaid totaling \$6,532.15, including: (i) June
8 invoice for \$3,597.38; (ii) August invoice for \$1,515.12; (iii) September invoice for \$1,419.65.
9 DRC has also accrued expenses in connection with the required service of the Motion to all
10 creditors and will accrue further expenses in connection with the required service of the final
11 decree motion in *Bachrach*.

12
13 I declare under penalty of perjury under the laws of the United States that the foregoing is
14 true and correct. Executed at Los Angeles, California on this 30th day of October, 2018.

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KEITH PATRICK BANNER

GREENBERG GLUSKER FIELDS CLAMAN &
MACHTINGER LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067-4590

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:
1900 Avenue of the Stars, 21st Fl. Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR'S COMBINED REPLY TO OPPOSITIONS FILED IN RESPONSE TO JOINT MOTION OF THE DEBTOR AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DISMISS CHAPTER 11 CASE SUBJECT TO A RESERVATION OF RIGHTS TO ENFORCE PREVIOUSLY AGREED-UPON CARVE OUT FOR UNSECURED CREDITORS, OR, IN THE ALTERNATIVE, SUSPEND ALL PROCEEDINGS OR CONVERT CHAPTER 11 CASE TO A CASE UNDER CHAPTER 7** 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:

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 (*date*) October 30, 2018, 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

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, 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.

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.

October 30, 2018
Date

Sherry Harper
Printed Name

/s/ Sherry Harper
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Charla L Brown charla.brown@cpa.texas.gov
- Shirley Cho scho@pszjlaw.com
- Brian L Davidoff b davidoff@greenbergglusker.com, calendar@greenbergglusker.com;
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- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Elizabeth Weller dallas.bankruptcy@publicans.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.