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

19 In re:

20 NAMCO CAPITAL GROUP, INC., a California
21 corporation,

22 Debtor.

Case Number.: 2:08-bk-32333-BR

Chapter 11

**REPLY OF BRADLEY D. SHARP,
CHAPTER 11 TRUSTEE OF NAMCO
CAPITAL GROUP, INC., TO OPPOSITION
OF THEODORE KOHAN, ARIZONA
TEMPE TOWN LAKE, LLC AND
BUSINESS TO BUSINESS MARKETS, INC.
MOTION FOR AN ORDER: (1)
APPROVING SETTLEMENT
AGREEMENT WITH ROYA
BOUCHERIAN; (2) AUTHORIZING
TRANSFER OF INTERESTS IN
PROMISSORY NOTES AND DEEDS OF
TRUST FREE AND CLEAR OR ALL
LIENS, CLAIMS, ENCUMBRANCES AND
INTERESTS PURSUANT TO
BANKRUPTCY CODE § 363; AND (3)
APPROVING AND AUTHORIZING
COMPROMISE OF CONTROVERSY**

Hearing:

Date: November 24, 2009
Time: 10:00 a.m.
Judge: Courtroom 1668
255 East Temple Street
Los Angeles, CA 90012

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1 TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY JUDGE,
2 AND INTERESTED PARTIES:

3 INTRODUCTION

4 Bradley D, Sharp, the duly qualified and acting chapter 11 trustee (the "Namco Trustee") for
5 the bankruptcy estate of Namco Capital Group, Inc. (the "Debtor" or "Namco"), hereby files his
6 reply to the *Opposition of Theodore Kohan, Arizona Tempe Town Lakes, LLC and Business to*
7 *Business Markets, Inc. (the "Kohan Parties")*(the "Opposition"), which opposition was filed in
8 response to the *Motion of Bradley D. Sharp, Chapter 11 Trustee for the Estate of Namco Capital*
9 *Group, Inc. for an Order: (1) Approving that certain Agreement Regarding Conveyance of*
10 *Collaterally Assigned Notes and Collaterally Assigned Deeds of Trust, Purchase and Sale of Real*
11 *Property, Funding of New Loan, Modification and Affirmation of Existing Loans, Granting of*
12 *Option to Purchase Real Property, and Settlement and Release of Certain Claims (the "Boucherian*
13 *Agreement*"); (2) *Authorizing Transfer of Interests in Promissory Notes and Deeds of Trust Free*
14 *and Clear of All Liens, Claims, Encumbrances and Interests Pursuant to § 363 of the Bankruptcy*
15 *Code; and (3) Approving and Authorizing a Compromise of Controversies with Roya Boucherian*
16 *("Boucherian" or "Lender")*(the "Motion").¹ For the reasons set forth herein and in the Motion
17 itself, the Opposition should be overruled and the Motion should be approved in its entirety at this
18 time.

19 SUMMARY OF REPLY

20 1. A review of the record in the Arizona bankruptcy cases referenced in the Motion and
21 the Opposition indicates that the issue of the validity of the Collaterally Assigned Notes and Deeds
22 of Trust was substantially resolved between Boucherian and Namwest pursuant to the February 9,
23 2009 Agreement. The February 2009 Agreement was approved by the Arizona bankruptcy court by
24 order entered March 19, 2009, over the objections of the Kohan Parties. That order is now final.
25 Moreover, since the February 2009 Agreement, all remaining litigation pending in the bankruptcy
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27 ¹ Capitalized terms used in this Reply and not defined herein shall have the meaning
28 ascribed to such terms in the Motion or the Boucherian Agreement.

1 court in Arizona between Boucherian and the debtors in those cases, including any remaining
2 claims by the debtors in those cases concerning the Collaterally Assigned Notes and Deeds of Trust
3 and any of the property which may affected the Motion and the Boucherian Agreement has been
4 settled.² A hearing to consider the proposed settlement is presently set before Bankruptcy Judge
5 Case in Arizona on December 10, 2009. A copy of the *Motion for Entry of an Order: (I) Under*
6 *Bankruptcy Rule 9019 Approving Settlement with Roya Boucherian; (II) Under 11 U.S.C. § 363*
7 *Approving the Sale of Namwest, LLC's Member Interest in Namwest-Town Lakes II, LLC; and (III)*
8 *Dismissing Namwest-Town Lakes II, LLC's Bankruptcy Case* (the "Namwest Settlement Motion") is
9 attached hereto as Exhibit 1. A copy of the operative settlement agreement between Boucherian
10 and the Namwest debtors is attached to the Namwest Settlement Motion as Exhibit A. Accordingly,
11 Kohan's reliance upon the Arizona litigation is misplaced. The Arizona bankruptcy cases and any
12 litigation pending therein have no bearing upon the relief requested by the Motion before the Court.

13 2. Kohan has commenced and otherwise intervened in various litigations in State and
14 Federal Court in Arizona concerning Namvar and Namwest. The gravamen of such litigations is
15 Kohan's claim that he is entitled to a 27% equity interest in one or more limited liability companies
16 that own or control the NTL and NTL II Properties. Kohan's claims are contested by the other
17 members of the applicable limited liability companies. Namco is not a party to such litigation.
18 Boucherian is not a party to such litigation. Beshmada is not a party to such litigation. As set forth
19 below, as it relates to the Boucherian Agreement, Namco is asserting its rights as a senior secured
20 creditor of NTL, nothing more. Even if Kohan were to prevail on his litigation claims (which the
21 Trustee believes will take years to resolve not months), he will receive a minority equity interest in
22 NTL and/or NTL II. Such equity interest is clearly junior to Namco's first priority deed of trust
23 against the NTL Property and Kohan's attempts to somehow bootstrap litigation concerning an
24 equity interest into preventing a foreclosure of the underlying property must fail.

25 3. Kohan's Opposition is a clear attempt to obfuscate the material facts to further his
26 own agenda - nothing more. The material facts are straightforward. Namco has a senior note and

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28 ² The Kohan counterclaims, attached to the Opposition as Exhibit 1 have not settled.

1 deed of trust against the NTL Property, securing a claim in the face amount of \$2,780,000. That
2 obligation has not been paid and Kohan offers no competent evidence to the contrary. Under the
3 Boucherian Agreement, the Namco estate stands to receive \$2.2 million for this bundle of rights and
4 as much as \$6.45 million. Based upon the Namwest Settlement, the \$2.2 million should be paid
5 within a matter of months, not years as alleged by Kohan. Regarding the Collaterally Assigned
6 Notes and Deeds of Trust, which are wholly separate and apart from the \$2,780,000 Note and Deed
7 of Trust, the Namco Trustee and his professionals have analyzed these transactions and based upon
8 such analysis, the Namco Trustee believes that (a) it would be difficult if not impossible for Namco
9 to enforce those notes and deeds of trust in its own name. Moreover, regardless of the
10 enforceability by Namco of the Collaterally Assigned Notes and Deeds of Trust, based upon the
11 facts and evidence presently known to the Namco Trustee, there is no basis to avoid the assignment
12 to Boucherian or otherwise object to the amount of the claims asserted by Boucherian.
13 Accordingly, based upon such analysis, Namco is not giving anything up, as it has nothing.
14 Moreover, Boucherian is willing to pay money to obtain rights under the Boucherian Agreement
15 because even though Namco cannot enforce such obligations, Boucherian may be able to based
16 upon her asserted status as a holder in due course under the Uniform Commercial Code. In sum,
17 under the Boucherian Agreement, the Namco estate is monetizing its interest in the NTL Property
18 and is compromising its interest in the Collaterally Assigned Notes and Deeds of Trust, the latter of
19 which interest the Namco Trustee believes had little or no value to the Namco estate.

20 4. Kohan commenced his first litigation in April 2008. Kohan declaration at ¶ 18. The
21 Namwest bankruptcy cases were filed in September 2008. The Namwest litigation was filed in
22 December 2008. The Namco and Namvar bankruptcy cases were commenced in December 2008.
23 Kohan has had more than enough time to conduct discovery in this matter. The hearing on the
24 Motion should not be continued to allow Kohan to delay things further.

25 5. The Opposition provides no evidence or even argument by which the Court could
26 conclude that Kohan will be prejudiced if the Motion is granted. The simple fact is - Kohan has no
27 recognizable position concerning the underlying properties or the Collaterally Assigned Notes and
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1 Deeds of Trust now - and he will continue to have the same position (whatever that might be) if the
2 Motion is granted.

3 6. The parties that have a legitimate interest in the relief requested by the Motion, NTL,
4 Namwest, the Namvar Trustee, the Namco Committee and Beshmada have not asserted objections
5 to the Motion. Namwest, the Namvar Trustee and Beshmada specifically consent to the Motion.
6 Kohan wants to delay the Motion or have the Motion denied to leverage his position in collateral
7 litigation, nothing more. For all of the foregoing reasons, the Opposition must be overruled and the
8 Motion granted at this time.

9 **REPLY**

10 **A. The Arizona Litigation.**

11 As set forth above, except for the Kohan counterclaim, the litigation pending in the Arizona
12 bankruptcy court between the debtors in those cases has settled, and the Namwest debtors expressly
13 consent to the Motion and the Boucherian Agreement. Moreover, as set forth in detail in the reply
14 filed by Boucherian herein, the Arizona bankruptcy court litigation, as it relates to the Collaterally
15 Assigned Notes and Deeds of Trust between the Namwest debtors and Boucherian, was resolved
16 back in February 2009 pursuant to a settlement agreement between the Namwest debtors and
17 Boucherian, which settlement agreement was approved by an order of the Arizona bankruptcy court
18 in May 2009, which order is now final. Regarding the Kohan counterclaim, neither Namco,
19 Boucherian, Namvar, nor Beshmada are parties to such counterclaims, and the counterclaim on its
20 face makes no mention of and otherwise has nothing to do with the \$2,780,000 Deed of Trust or the
21 Collaterally Assigned Notes and Deeds of Trust. Kohan's suggestion that the \$2,780,000 Deed of
22 Trust and the Collaterally Assigned Notes and Deeds of Trust are at issue in the Arizona bankruptcy
23 court litigation, and that such litigation will be adjudicated "in a few short months" is simply not
24 true. Accordingly, any reliance upon the Arizona bankruptcy court litigation to delay a ruling on
25 the Motion or to otherwise deny the Motion is misplaced and must be overruled.

26 **B. Kohan's Standing.**

27 It is unclear what if any standing Kohan has to object to the Motion. Kohan is not a creditor
28 of Namco and to the best of the Trustee's knowledge there is no litigation pending between Kohan

1 and Namco (as opposed to Kohan and other parties involved in the Namwest transactions). In fact,
2 Namco's books and records reflect that Kohan owes Namco approximately \$1,900,000 for loans
3 from Namco to the Kohan Parties unrelated to the Namwest transactions. Kohan's only "interest"
4 herein is his disputed litigation claim that he is entitled to a 27% equity interest in debtor entities
5 other than Namco, Namvar or Beshmada, namely Namwest, LLC, Namwest-Town Lakes, LLC and
6 Namwest-Town Lakes II, LLC (the "Town Lakes Entities").³ None of the Town Lakes Entities are
7 parties to the Boucherian Agreement. Nothing in the Boucherian Agreement limits Kohan's rights
8 against the Town Lakes Entities. Yet, without any explanation or evidence in support thereof,
9 Kohan baldly asserts that the Boucherian Agreement is "[a] horrible - and horribly unfair and unjust
10 deal - for the Kohan Group." Opposition at page 9 line 2. A simple reading of the Boucherian
11 Agreements belies this hyperbole.

12 **C. The \$2,780,000 Note and Deed of Trust.**

13 Even if Kohan had standing to challenge the \$2,780,000 Note and Deed of Trust, which he
14 does not, he has failed to submit any competent evidence to support any claim that the \$2,780,000
15 Note and Deed of Trust are not enforceable. To the contrary, the Trustee has reviewed Namco's
16 books and records, and attests that the books and records establish: (i) that the referenced funds
17 were advanced at the closing of the acquisition of the NTL Property and (ii) that no part of such
18 obligation has been repaid to Namco. The loan is outstanding as of the current date and to the best
19 of the Trustee's knowledge, the \$2,780,000 Note and Deed of Trust are enforceable by their terms.
20 Moreover, nothing in the Motion or the Boucherian Agreement "validate" the \$2,780,000 Note and
21 Deed of Trust. That simply is not before the Court at this time.

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26 ³ Namwest, LLC and Namwest-Town Lakes II, LLC are chapter 11 debtors in cases
27 pending in Arizona. Namwest-Town Lakes, LLC has different members than the
28 Arizona debtors and that entity is not a debtor under any chapter of the Bankruptcy
Code at this time.

1 **D. The Motion and the Settlement Proposed Therein Should be Approved.**

2 As set forth in the Motion, settlements should be approved if they fall above the
3 lowest point in the continuum of reasonableness. As the Court of Appeals for the Second Circuit
4 states:

5 [The] responsibility of the bankruptcy judge and ours upon review, is not
6 to decide the numerous questions of law and fact raised by the appellants
7 but rather to canvas the issues and see whether the settlement 'falls below
the lowest point in the range of reasonableness.'

8 *Cosoff v. Rodman, (In re W.T. Grant Company)* 699 F.2d 599, 608 (2nd Cir. 1983). Thus, the
9 question is not whether a better settlement might have been achieved, or a better result if litigation
10 pursued. Instead, the Court should approve settlements which meet a minimal threshold of
11 reasonableness. As one bankruptcy court has pointed out:

12 In assessing a settlement agreement the court is not obliged to determine
13 and rule upon disputed facts and questions of law. Instead, the court's
14 duty is to "canvas the issues" and decide whether the settlement falls
below the nadir in the range of reasonableness.

15 *In re Technology For Energy Corp.*, 56 B.R. 307, 311, 312 (Bankr. E.D. Tenn. 1985).

16 In determining whether to approve a trustee's proposed settlement, the
17 court does not substitute its judgment for that of the trustee . . . instead, the
18 court will, at the hearing on the proposed settlement, canvas the issues and
19 see if the settlement falls below the lowest point in the range of
20 reasonableness . . . the purpose of the hearing is not for the court to
21 determine the numerous issues of law and fact raised by the objectors . . .
22 what is being sought is not the resolution of issues, but rather the
23 identification and clarification of the litigation issues so that the Court can
24 make an informed decision on the reasonableness of the settlement.

25 *In re Bell & Beckwith*, 93 B.R. 569, 574-575 (Bankr. N.D. Ohio 1988).

26 As the Court has aptly observed at prior hearings in these cases, there are not a lot of "clean"
27 transactions involving Namco and Namvar. This transaction is no exception. But, as set forth in
28 the Motion, the Trustee has conducted reasonable due diligence concerning the facts underlying the
Boucherian Agreement, has analyzed the legal issues based upon the facts presented, and in the
considered exercise of his reasonable business judgment, has determined that the proposed
settlement is in the best interests of creditors and this bankruptcy estate. The Trustee does not

1 believe that litigation with Boucherian and/or the Namwest Entities is a viable option. Such
2 litigation, the outcome of which would at best be uncertain and based upon the facts presently
3 known to the Trustee likely unfavorable. Moreover, such litigation would be costly and time-
4 consuming.

5 **E. The Kohan "Offer".**

6 Without any evidence of his ability to perform, Kohan asserts "[I] hereby offer an amount in
7 excess of the \$2.2 million proposed by Boucherian if I receive the same consideration as
8 Boucherian is proposed to receive, I will pay \$2.3 million to the Namco estate upon acquiring title
9 to the NTL Property free and clear of all interests, claims and liens." Kohan decl. at ¶ 25.

10 The Trustee submits that the offer is illusory for at least the following reasons. (1) Kohan
11 provides no ability to perform. (2) Under the Boucherian Agreement, the Namco estate stands to
12 receive as much as \$6,550,000, not just the \$2,200,000 referenced by Kohan. (3) Clearly the
13 Trustee cannot provide Kohan or any other party with the "same consideration as Boucherian is
14 proposed to receive" as only Boucherian is the holder of the Collaterally Assigned Notes and Deeds
15 of Trust and only Boucherian has a settlement with the Namwest Entities. (4) Any sale of the NTL
16 Property without a resolution of the Boucherian claims will result in costly and protracted litigation.
17 Accordingly, any third party buyer would have to agree to fund the cost of such litigation, establish
18 their ability to perform such obligation, and indemnify the Trustee and the estate against any claims
19 (and establish their ability to perform under the indemnity). Kohan has satisfied none of these basic
20 conditions and the Court should see the "offer" for what it is, a ploy for delay and nothing more.
21 While the Trustee's goal is to maximize the value of the estate's assets and receive the highest and
22 best price for all assets and claims, the Trustee does not believe that the Kohan offer as presented is
23 real or realistic.

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CONCLUSION

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2 For the reasons set forth in the Motion and this Reply, and any other argument or evidence
3 that may be submitted to the Court in support of the Motion, the Trustee prays for the entry of an
4 order approving the Motion without delay, and for such other and further relief as the Court may
5 deem just and proper.

6 Respectfully submitted,

7
8 Dated: November 17, 2009

JEFFER, MANGELS, BUTLER & MARMARO LLP

9
10 By: /s/ David M. Poitras
11 DAVID M. POITRAS P.C.
12 Counsel for Bradley D. Sharp,
13 Chapter 11 Trustee for Namco Capital Group, Inc.
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DECLARATION OF BRADLEY D. SHARP

I, Bradley D. Sharp, declare as follows:

1. I am the chapter 11 trustee (the "Trustee") for the bankruptcy estate of Namco Capital Group, Inc. Each of the facts contained in this declaration is based upon my personal knowledge and, if called as a witness to do so, I could competently testify thereto.

2. The Court entered the order approving my appointment as chapter 11 trustee in this case on May 8, 2009.

3. I make this declaration in support of the reply to the *Opposition of Theodore Kohan, Arizona Tempe Town Lakes, LLC and Business to Business Markets, Inc. (the "Kohan Parties")*(the "Opposition"), which opposition was filed in response to the *Motion of Bradley D. Sharp (the "Trustee")*, Chapter 11 Trustee for the Estate of Namco Capital Group, Inc. ("Debtor" or "Namco") for an Order: (1) *Approving that certain Agreement Regarding Conveyance of Collaterally Assigned Notes and Collaterally Assigned Deeds of Trust, Purchase and Sale of Real Property, Funding of New Loan, Modification and Affirmation of Existing Loans, Granting of Option to Purchase Real Property, and Settlement and Release of Certain Claims (the "Boucherian Agreement")*; (2) *Authorizing Transfer of Interests in Promissory Notes and Deeds of Trust Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant to § 363 of the Bankruptcy Code; and (3) Approving and Authorizing a Compromise of Controversies with Roya Boucherian ("Boucherian" or "Lender")*(the "Motion").

4. I have reviewed Namco's books and records concerning the \$2,780,000 Note and Deed of Trust. The books and records establish: (i) that the referenced funds were advanced at the closing of the acquisition of the NTL Property and (ii) that no part of such obligation has been repaid to Namco.

5. The total principal amount of the loan is outstanding as of the current date, plus accrued interest, penalties and late charges. To the best of my knowledge, the \$2,780,000 Note and Deed of Trust are enforceable by their terms.

In re: NAMCO CAPITAL GROUP, INC., a California corporation	Debtor.	CHAPTER 11 CASE NUMBER 2:08-BK-32333-BR
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NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

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, 7th Floor, Los Angeles, CA 90067

The foregoing document described as **REPLY OF BRADLEY D. SHARP, CHAPTER 11 TRUSTEE OF NAMCO CAPITAL GROUP, INC., TO OPPOSITION OF THEODORE KOHAN, ARIZONA TEMPE TOWN LAKE, LLC AND BUSINESS TO BUSINESS MARKETS, INC. MOTION FOR AN ORDER: (1) APPROVING SETTLEMENT AGREEMENT WITH ROYA BOUCHERIAN; (2) AUTHORIZING TRANSFER OF INTERESTS IN PROMISSORY NOTES AND DEEDS OF TRUST FREE AND CLEAR OR ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS PURSUANT TO BANKRUPTCY CODE § 363; AND (3) APPROVING AND AUTHORIZING COMPROMISE OF CONTROVERSY;** 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 indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On November 17, 2009, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):
On November 17, 2009 I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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.*

BY OVERNIGHT

The Honorable Barry Russell
U.S. Bankruptcy Court
Roybal Federal Building
255 East Temple St., Suite 1660
Los Angeles, CA 90012-3332

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following person(s) and/or entity(ies) by personal delivery, 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 the judge will be completed no later than 24 hours after the document is filed.*

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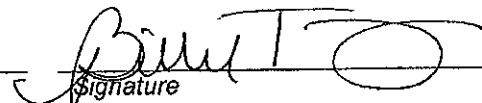
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 17, 2009

Billie Terry

Date

Type Name


Signature

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

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