

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address BROWN RUDNICK LLP CATHRINE M. CASTALDI, #156089 ccastaldi@brownrudnick.com JUSTIN J.S. MORGAN, #279802 jmorgan@brownrudnick.com 2211 Michelson Drive, Suite 700 Irvine, CA 92612 Telephone: (949) 752-7100 Facsimile: (949) 252-1514 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: James J. Joseph, Chapter 11 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

In re: SOUTH COAST OIL CORPORATION, a California corporation, Substantively Consolidated with SOUTH COAST CORPORATION, a Utah corporation, <p style="text-align: center;">Debtor.</p> <p style="text-align: right;">Debtor(s).</p>	CASE NO.: 8:07-bk-12994-TA CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: June 8, 2016	Time: 10:00 a.m.
Location: Courtroom 5B, 411 West Fourth Street, Santa Ana, CA 92701-4593	

Type of Sale: Public Private **Last date to file objections:** 05/25/2016

Description of property to be sold: _____
 Oil and gas interests and related property. See attached Notice.

Terms and conditions of sale: _____
 See attached Notice and Sale Procedures.

Proposed sale price: \$365,000

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

Overbid procedure (if any): _____
See attached Sale Procedures. _____

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

June 8, 2016, 10:00 a.m. _____
Courtroom 5B, 411 W. Fourth Street, Santa Ana, CA 92701-4593 _____

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Cathrine M. Castaldi, Esq. _____
Brown Rudnick LLP _____
2211 Michelson Drive, Suite 700 _____
Irvine, CA 92612 _____
Telephone: (949) 752-7100 _____
Email: ccastaldi@brownrudnick.com _____

Date: 5/18 / 2016 _____

Sale Procedures: In re: South Coast Oil Corporation ("SCOC"), In re Energy Development Corporation ("EDC") and In re Stephen T. Harris ("Harris"):

1. The "Purchased Assets," consisting of substantially all of the assets of SCOC, EDC and specified assets of Harris, as more specifically described in the Asset Purchase Agreement (the "Lead Bidder APA") between James J. Joseph, Chapter 11 Trustee for South Coast Oil Corporation, Substantively Consolidated with South Coast Corporation (the "SCOC Trustee"), John M. Wolfe as Chapter 11 Trustee for EDC and Harris (the "EDC/Harris Trustee" and collectively with the SCOC Trustee, the "Sellers"), and Pacifoco, Inc. (the "Lead Bidder"), excluding those assets which are designated as "Excluded Assets" in the Lead Bidder APA, are available to be purchased free and clear of all liens, claims and interests, other than Permitted Encumbrances, as defined in the Lead Bidder APA. The Trustees shall continue to seek and to respond to interested purchasers based on information previously assembled, including an electronic "data room" which contains information about the Purchased Assets. The Trustees will share this information, and such other information as may reasonably be requested, with any prospective buyer who executes a confidentiality agreement and who demonstrates to the Trustee that the prospective buyer has the reasonable financial ability to participate in an auction sale process within the required time frame.

2. The actual auction sale (the "Auction") will take place at the hearing on approval of the sale, which is scheduled for _____, _____, 2016 commencing at 10:00 a.m., before the Honorable Theodore C. Albert, United States Bankruptcy Judge, in Courtroom 5B, 411 West Fourth Street, Santa Ana, CA 92701-4593.

3. In order to be eligible to participate as a bidder at the Auction as a "Qualified Bidder," a prospective bidder must (a) deliver to the SCOC Trustee funds in an amount equal to the Lead Bidder SCOC Good Faith Deposit of \$125,000, and to the EDC/Harris Trustee funds in an amount equal to the Lead Bidder EDC Good Faith Deposit of \$100,000, no less than seven (7) days prior to the Auction, which funds (the "Bid Deposits") shall be held in trust by the SCOC Trustee and the EDC Trustee, respectively in the same fashion as described in the Lead Bidder APA; and (b) otherwise demonstrate to the satisfaction of the Bankruptcy Court that they qualify as good faith purchasers within the meaning of Section 363 (m) of the Bankruptcy Code and are capable of closing the sale in a timely manner. The Lead Bidder and its attorneys shall be immediately notified in writing in the event that a third party becomes a Qualified Bidder.

4. The amount of each of the Bid Deposits will be non-refundable in favor of the bankruptcy estates of SCOC and EDC if the bidder is deemed to be the winning bidder at the auction sale, has its bid (and the asset sale) approved by the Bankruptcy Court, and fails to close its purchase of the Debtor's assets in a timely manner and in accord with the Lead Bidder APA, as it may be modified in connection with any winning bid.

5. Unless any Qualified Bidder elects to propose modifications to the Lead Bidder APA, a Qualified Bidder will be deemed to have submitted its bid based on the terms of the Lead Bidder APA, and to have signed the Lead Bidder APA, subject to modification of the pricing terms as per the bids submitted by such Qualified Bidder at the Auction, and to any provisions of these Bidding

Procedures in conflict with the Lead Bidder APA. To the extent that any Qualified Bidder elects to propose modifications to the Lead Bidder APA, such Qualified Bidder shall deliver to counsel for the SCOC Trustee and counsel for the EDC/Harris Trustee not less than seven (7) business days prior to the Auction, a written markup of the Lead Bidder APA showing any proposed changes the buyer has to the Lead Bidder APA, which can be obtained from counsel for the SCOC Trustee or counsel for the EDC/Harris Trustee. The submitted APA must not contain any contingencies to the validity, effectiveness and/or binding nature of the offer, including without limitation, contingencies for financing, due diligence or inspection.

6. If more than one qualified bidder complies with the requirements above and appears at the auction sale, the Court will randomly assign bidding numbers to the bidders. The following is how the bidding will work by example if there are three qualified bidders at the auction sale. The bidder who is assigned Bidder #1 will be required to submit the first bid, unless the Lead Bidder is assigned Bidder #1, in which case the bidder who is assigned Bidding #2 will be required to submit the first bid. Any initial overbid must be in the aggregate amount of the SCOC Purchase Price plus the EDC Purchase Price plus no less than One Hundred Thousand Dollars (\$100,000) (the "Minimum Overbid"), which will be allocated between the Estates as set forth in the Lead Bidder APA. Once a bid equal to or greater than the Minimum Overbid is received, that bid will be deemed a qualified bid and the bidding will then proceed to the bidder with the next sequential number. Additional bid increments shall be identified as applicable to either the SCOC Purchased Assets or the EDC Purchased Assets, and be in the amount of at least \$50,000. If the next bidder fails to submit a complying bid it will be eliminated from the auction sale and will not be permitted back into the auction thereafter. The bidding will then turn to the bidders with the next sequential numbers and then back to bidder #1 and continue (with the same bidding increment requirements) until all bidders but one have dropped out of the auction sale at which point the bidder who made the highest bid will be deemed the highest bidder. The bidder who submitted the second highest bid at the auction sale will be deemed to constitute the winning backup bidder. The Lead Bidder shall be provided the opportunity to amend, supplement or otherwise modify its offer in response to any overbid.

7. Notwithstanding any other provision of this Order, the Sellers shall collectively decide which bid made at the Auction is the highest and best bid for the Purchased Assets, with the greatest weight to be given to the amount of cash consideration being received, with any disagreement to be resolved by the Bankruptcy Court.

8. The sale of assets to the winning bidder (or the winning backup bidder if the winning bidder fails to close its purchase in a timely manner) shall be made on an "AS IS WHERE IS" basis with no representations or warranties other than those representations and warranties which are specifically provided for in the asset purchase agreement submitted by the winning bidder (or the winning backup bidder if the winning bidder fails to close its purchase in a timely manner).

9. The date and time of the hearing for the Bankruptcy Court to consider approval of the sale of assets to the winning bidder at the auction sale (as well as any request by the Sellers to assume and assign to the winning bidder any of the Sellers' executory contracts and unexpired leases that the winning bidder wishes to have assigned to it) will be _____, 2016 at 10:00 a.m.

Subject only to entry by the Bankruptcy Court of the sale order, the winning bidder will have until the date which is fifteen (15) days after the date of entry of the order approving the sale to consummate the sale. If the winning bidder fails to do so, the winning bidder will be deemed to have forfeited the non-refundable portion of its Bid Deposits unless the Bankruptcy Court or the Trustees agree to provide the winning bidder an extension of time to close. If the winning bidder fails to close and forfeits the non-refundable portion of its Bid Deposit, the winning back up bidder will be notified and will then have five days to close its purchase of the Debtor's assets or will be deemed to have forfeited its Bid Deposit unless the Bankruptcy Court or the Trustees agree to provide the winning backup bidder an extension of time to close. The Bid Deposits of the backup bidder will be retained by the Sellers following the conclusion of the auction sale and will be returned to the backup bidder on the closing by the winning bidder of its purchase of the Purchased Assets.

10. In the event that the Lead Bidder is not the winning bidder, the Good Faith Deposits of the Lead Bidder will be returned to the Lead Bidder as provided in the Lead Bidder APA; provided that, if there is no closing of a sale by EDC, the Lead Bidder shall have an allowed administrative claim in the EDC Chapter 11 Case for any portion of the EDC Good Faith Deposit used by the EDC/Harris Trustee as provided in the Lead Bidder APA.

11. All Qualified Bidders shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and to have waived any right to a jury trial in connection with any disputes relating to the Auction and/or the sale. All asset purchase agreements shall be governed by and construed in accordance with the laws of the State of California. All Qualified Bidders shall be bound by their bids until conclusion of the Auction.

12. The bidding procedures set forth herein (other than those provisions governing the Breakup Fee and bid increments) may be modified by the Bankruptcy Court at the auction.

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10 2211 Michelson Drive, Seventh Floor
11 Irvine, California 92612
12 Telephone: (949) 752-7100
13 Facsimile: (949) 252-1514

14 Attorneys for Chapter 11 Trustee,
15 JAMES J. JOSEPH

16 UNITED STATES BANKRUPTCY COURT
17 CENTRAL DISTRICT OF CALIFORNIA
18 SANTA ANA DIVISION
19

20 In re
21 SOUTH COAST OIL CORPORATION, a
22 California corporation, Substantively
23 Consolidated with SOUTH COAST
24 CORPORATION, a Utah corporation,
25 Debtors.

CASE NO. 8:07-bk-12994-TA

Chapter 11

**NOTICE OF HEARING RE: TRUSTEE'S
MOTION FOR AN ORDER
AUTHORIZING THE SALE OF SCOC'S
OIL, GAS AND MINERAL INTERESTS
AND RELATED ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS
PURSUANT TO 11 U.S.C. § 363(b)(1),(f)
and (m)(1)**

DATE: June 8, 2016
TIME: 10:00 a.m.
JUDGE: Hon. Theodor C. Albert
CRTRM.: 5B

26 TO THE DEBTOR, ALL CREDITORS, OTHER INTERESTED PARTIES, AND THE OFFICE
27 OF THE UNITED STATES TRUSTEE:

28 ///

1 PLEASE TAKE NOTICE that on June 8, 2016, at 10:00 a.m., Pacific Daylight Time, a
2 hearing will be held before the Honorable Theodor C. Albert, United States Bankruptcy Judge in
3 Courtroom 5B of the above-entitled Court located at 411 West Fourth Street, Santa Ana,
4 California 92701, (the "Bankruptcy Court"), to consider the Trustee's Motion For An Order
5 Authorizing The Sale Of SCOC'S Oil, Gas And Mineral Interests And Related Assets Free And
6 Clear Of All Liens, Claims, Encumbrances And Interests Pursuant To 11 U.S.C. § 363(b)(1),(f)
7 and (m)(1) (the "Motion"), filed by James J. Joseph, Chapter 11 Trustee ("Trustee") for the
8 bankruptcy estate ("Estate") of South Coast Oil Corporation, a California corporation,
9 Substantively Consolidated with South Coast Corporation, a Utah corporation ("SCOC" or
10 "Debtor").

11 The terms of the proposed sale (the "Sale") are set forth in the Asset Purchase Agreement
12 dated as of April 8, 2016, between the Trustee and James J. Joseph ("Joseph") as Trustee for
13 South Coast Oil Corporation ("SCOC"), and Pacifoco, Inc. ("the "Buyer"), as modified by the
14 Addendum to Asset Purchase Agreement dated April 29, 2016 (as so modified, the "APA"), a
15 copy of which is attached as Exhibit "A" to the Motion.

16 By the Motion, the Trustee seeks approval of the APA, and of the sale of an option to
17 acquire all of SCOC's right, title and interest in, arising from, and related to: (1) that certain
18 Assignment of Subsurface Oil and Gas Leases, dated April 12, 1990, by and between Fina Oil and
19 Chemical Company and South Coast Oil Corporation, as recorded in the Official Records of
20 Orange County, California, April 13, 1990, a copy of which is attached to the Motion, and to all
21 oil, gas and mineral leases, including without limitation the Townlot Leases; (2) that certain
22 Agreement of Pooling, dated January 9, 1991, made by South Coast Oil Corporation, as recorded
23 in the Official Records of Orange County, California, January 11, 1991, Document No. 91-
24 015040, a copy of which is attached to the Motion; (3) the Estate's interest in that certain well in
25 Huntington Beach, California, described as SCOC Well No. 10, which bears API No. 05901979;
26 and (4) all related assets (collectively the "SCOC Mineral Interests"). The Estate is not selling the
27 Excluded Assets, as specifically defined in the APA, and including but not limited to cash on hand
28 in the Estate and certain books and records of the Estate.

1 The Motion is on file with the Clerk of the Bankruptcy Court. A filed copy of the Motion
2 may be obtained, via email, from counsel for the Trustee, whose name and contact information are
3 set forth in the upper left-hand corner of this Notice.

4 The proposed sale is subject to higher and better bids, as may be determined by the
5 Bankruptcy Court at the hearing on the Motion, which may involve modifications to the APA with
6 respect to either the SCOC Mineral Interests or the assets to be sold by the bankruptcy estates of
7 Energy Development Corporation/Stephen T. Harris. By the Motion, the Trustee seeks approval
8 of the APA, and sale of the SCOC Mineral Interests and related assets (the "Sale"), pursuant to the
9 APA or on such modified terms as may be presented by another bidder and approved by the Court
10 as the highest and best offer (the "Approved Buyer") in accord with the Sale Procedures approved
11 by the Bankruptcy Court following hearing on May 6, 2016, as well as related relief as requested
12 in the Motion.

13 Except as may otherwise be ordered by the Bankruptcy Court, the Sale is to be free and
14 clear of liens, claims, interests, and encumbrances, pursuant to Sections 105 and 363 of Title 11 of
15 the United States Code to the extent provided in the APA, including the liens or potential liens,
16 now existing or which could be asserted in the future as to materials or services provided though
17 closing of the sale, of the parties listed in the Motion, with such liens to attach to the sale proceeds
18 to the same extent, validity and effect, if any, as they attached or could attach to the SCOC
19 Mineral Interests, subject to order of the Bankruptcy Court. The Trustee reserves all rights
20 concerning such claims and liens, including but not limited to the right to dispute such claims and
21 liens, including as to whether such claims or liens may be satisfied from the sales proceeds upon
22 further order of the Bankruptcy Court, whether or not the sale order so provides.

23 The Bankruptcy Court has previously ruled that SCOC's ownership interest in oil and gas
24 leases are interests in real property and do not require assumption by the Debtor. The Sale will not
25 be free and clear of rights under or in connection with oil and gas leases evidencing the SCOC
26 Mineral Interests, including without limitation, rights to payment of royalties, arising from and
27 after the closing of the sale to an Approved Buyer, which obligations will be assumed by the
28 Approved Buyer.

1 In support of the Motion, the Trustee will rely on the Declaration of James J. Joseph and
2 Request for Judicial Notice filed in support of the Motion, as well as any Exhibits attached thereto,
3 the accompanying Memorandum Of Points and Authorities, the entire record of this bankruptcy
4 case, the statements, arguments and representations of counsel to be made at the hearing on the
5 Motion, and any other evidence properly presented to the Court in connection with the Motion.

6 The consideration for sale of the SCOC Mineral Interests under the APA is \$365,000,
7 \$250,000 payable at Closing (inclusive of any deposit of the Buyer's deposit of \$125,000 held by
8 the Trustee), and the additional \$115,000 to be paid upon exercise of the option at the Second
9 Closing (as defined in the APA).

10 The Debtor's Schedule D reflects disputed secured claims in unknown amounts to
11 American Express Business Finance Corp., CA Bureau of Tax Administration, Employment
12 Development Department, Joseph Palladino ("Palladino"), Kaye Rose & Partners LLP ("Kaye
13 Rose"), Nalco Chemical Company, Orange County Tax Collector, Pacific Financial Center LLC
14 and Securitas Security Services USA, Inc. ("Securitas"). A review of filed abstracts of judgment,
15 which name South Coast Oil Corporation, and which were extant at the time of the Debtor's
16 bankruptcy filing, reveal the following creditors claim a security interest which may or may not be
17 valid as to the SCOC Mineral Interests: Securitas, Kaye Rose, Pacific Financial Center, LLC,
18 Greenberg Glusker, Fields, Calman, Machtinger, & Kinsella, a Professional Corporation, Avanti
19 Environmental, Inc. and Grayson Services, Inc. In addition, the Trustee is aware that Guernsey
20 Nominees Ltd. has filed a claim against the Estate, which references a right to production
21 payments. Each of these creditors will receive a copy of the Motion.

22 For reasons described in the Motion, the Trutee believes that selling the SCOC Mineral
23 Interests and related assets to the Buyer in accordance with the terms of the APA, or to a
24 successful overbidder (in the event a successful overbid is made at auction) free and clear of all
25 liens, claims, encumbrances and interests is in the best interest of creditors. The alternative to the
26 proposed sale to an Approved Buyer is that the Trustee would likely seek to abandon the SCOC
27 Mineral Interests to the Debtor. It is the Trustee's view that outside of the proposed sale in a
28 bankruptcy, it would be difficult, if not impossible, for the Debtor to exploit the value of the

1 SCOC Mineral Interests. The proposed sale represents the best offer which has been received for
2 the Purchased Assets in the opinion of the Trustee, taking into account the total potential
3 consideration and the relatively low barrier to higher bids.

4 Any party who is interested in presenting a higher and better offer for the SCOC Mineral
5 Interests and the Purchased Assets described in the APA, or reviewing Sales Procedures approved
6 by the Court, should contact counsel for the Trustee, Cathrine M. Castaldi, whose address and
7 email address appears in the upper left-hand corner of this Notice and Motion.

8 PLEASE TAKE FURTHER NOTICE that any objections to the relief requested in the
9 Motion must, on or before fourteen (14) days prior to the hearing, be filed and: (a) include a
10 complete written statement of all reasons in opposition thereto or in support thereof, declarations
11 and copies of all photographs and documentary evidence on which the responding party intends to
12 rely, and any responding memorandum of points and authorities; and (b) be served upon (i)
13 counsel to the Trustee, Brown Rudnick LLP, 2211 Michelson Drive, Seventh Floor, Irvine,
14 California 92612 (Attn: Cathrine M. Castaldi); (2) the Office of the United States Trustee at 411
15 W. Fourth Street, Suite 7160, Santa Ana, CA 92701-4593, on May 25, 2016 in accordance with
16 Rule 9013-1(f) of the Local Bankruptcy Rules for the above-referenced Court. If you fail to file a
17 written response to the Sale Motion within such time period, the Court may treat such failure as a
18 waiver of your right to oppose the Sale Motion and may grant the requested relief.

19 The Sale Hearing at which the Court will consider approval of the proposed sale may be
20 adjourned, from time to time, without further notice to creditors or parties in interest other than by
21 announcement of the adjournment in open court or on the Court's calendar.

22 DATED: May 18, 2016

Respectfully submitted,

BROWN RUDNICK LLP

24 By: 
25

CATHRINE M. CASTALDI
Attorneys for JAMES J. JOSEPH
Chapter 11 Trustee

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:
Von Karman Towers, Seventh Floor, 2211 Michelson Drive, Irvine, California 92612

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** 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 May 18, 2016, 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 May 18, 2016, 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.

South Coast Oil Corporation
~~21241 Ventura Blvd, Suite 276~~
~~Woodland Hills, CA 91364~~
[Unable to Fwd – (3x)]

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 May 18, 2016, 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.

VIA PERSONAL DELIVERY:

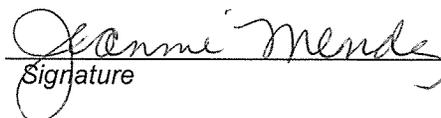
The Honorable Theodor C. Albert
U.S. Bankruptcy Court
Ronald Reagan Federal Building
411 W. Fourth Street, Suite 5085
Santa Ana, CA 92701-4593

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.

May 18, 2016
Date

JEANNIE MENDEZ
Printed Name


Signature

ADDITIONAL SERVICE INFORMATION (if needed):

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) [con't]:

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ADDITIONAL SERVICE INFORMATION (if needed):

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) [con't]:

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