

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

**MODIVCARE INC., et al.,**

*Reorganized Debtors.*

Chapter 11

**Case No. 25-90309 (ARP)**

(Jointly Administered)

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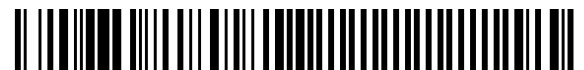
**RESPONSE OF SHOOSHANIK CHARKHCHIAN TO REORGANIZED  
DEBTORS' THIRD OMNIBUS OBJECTION TO CERTAIN CLAIMS  
(LATE-FILED CLAIMS) AS TO CLAIM NO. 1914**

Shooshanik Charkhchian ("**Ms. Charkhchian**"), by and through her undersigned counsel, hereby submits this response (the "**Response**") to the *Reorganized Debtors' Third Omnibus Objection to Certain Claims (Late-Filed Claims)* [Docket No. 1383] (the "**Objection**") filed by the above-captioned reorganized debtors (the "**Reorganized Debtors**"). In support of this Response, Ms. Charkhchian respectfully states as follows:

**PRELIMINARY STATEMENT**

1. The Objection seeks to disallow and expunge Proof of Claim No. 1914 (the "**Charkhchian Claim**") — Ms. Charkhchian's \$5,000,000 wrongful-death claim arising from the death of her daughter, Maggie Arakelian — on the sole ground that the Charkhchian Claim was purportedly filed after the General Bar Date of October 1, 2025. The Objection is wrong on the facts and should be overruled.

2. Ms. Charkhchian's counsel mailed the Charkhchian Claim to the Claims and Noticing Agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global ("**Verita**"), by United States first-class mail on September 24, 2025, — a full seven (7) days before the General Bar Date. The envelope bears a USPS postage meter stamp dated "SEP 24 2025," from Glendale, California, addressed to Verita's claims-processing facility in El Segundo, California — a distance of



approximately twenty-five (25) miles. Under the United States Postal Service's ordinary delivery standards for intra-Southern-California first-class mail, the Charkhchian Claim was actually received by Verita days before the October 1, 2025 General Bar Date.

3. The October 13, 2025 date reflected on the Claims Register as the "Date Filed" for the Charkhchian Claim is, on its face, a Verita internal processing and docketing date — not the date the claim was "actually received by the Agent" within the meaning of paragraphs 6 and 7 of the *Order Establishing (A) Bar Dates and Related Procedures for Filing Proofs of Claim, (B) Approving the Form and Manner of Notice Thereof, and (C) Granting Related Relief* [Docket No. 66] (the "**Bar Date Order**"). A nineteen-day gap between a local first-class mailing and the claims agent's docketing is inexplicable on any other theory, and the Reorganized Debtors have offered no evidence — in their Objection, the supporting *Affidavit of Kenneth Shepard* [Docket No. 1383-1] (the "**Shepard Affidavit**"), or otherwise — as to when Verita physically received the envelope in which the Charkhchian Claim was mailed.

4. The Objection should also be overruled for the independently sufficient reason that the Reorganized Debtors themselves scheduled Ms. Charkhchian as a known litigation creditor at Line 3.75 of Schedule E/F, Part 2 of ModivCare Inc.'s Schedules of Assets and Liabilities [Docket No. 277, at p. 59 of 938], identifying her current counsel and address. The Reorganized Debtors have thus had uninterrupted actual notice of the Charkhchian Claim throughout these Chapter 11 Cases. In addition, ModivCare Solutions, LLC (sued as LogistiCare Solutions, LLC) — a debtor affiliate — has been actively defending the underlying wrongful-death action through insurance defense counsel at Cozen O'Connor LLP since at least 2017. In these circumstances, no meaningful prejudice can flow from any purported twelve-day docketing lag, and the Objection is properly

overruled under the excusable-neglect standard announced in *Pioneer Investment Services Co. v. Brunswick Associates Ltd. Partnership*, 507 U.S. 380 (1993).

5. Finally, and significantly, Ms. Charkhchian does not seek any distribution from the Debtors' estates on account of the Charkhchian Claim. As expressly stated on the face of her Proof of Claim and reiterated herein, she seeks relief from the automatic stay and/or modification of the Plan Injunction to liquidate her Claim in her state court and to satisfy any resulting judgment or settlement exclusively from the Debtors' applicable liability-insurance proceeds — which are of sufficient magnitude (at least \$26 million in aggregate available coverage across three tiers) to resolve this matter in full. Expungement of the Charkhchian Claim on a technical late-filing ground where the Reorganized Debtors' estates bear no economic exposure would produce a windfall to non-estate insurance carriers and work an unjustified forfeiture on a wrongful-death claimant.

### **BACKGROUND**

#### ***A. The Chapter 11 Cases and the Bar Date Order***

6. On August 20, 2025 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

7. On August 21, 2025, the Court entered the Bar Date Order [Docket No. 66], establishing October 1, 2025, at 5:00 p.m. (prevailing Central Time) as the General Bar Date for non-governmental claimants. Bar Date Order ¶ 3.

8. Paragraph 6 of the Bar Date Order provides that claimants must submit proofs of claim "by overnight mail, courier service, hand delivery, ***regular mail***, in person or electronically" *so as to be actually received* by Verita by 5:00 p.m. (prevailing Central Time) on or before the General Bar Date. Bar Date Order ¶ 6 (emphasis added). Paragraph 7 reinforces this "actually received" standard. *Id.* ¶ 7.

9. The Bar Date Order does not define "actually received." However, the plain meaning of that phrase is the date on which Verita physically received the claim — not a later date on which Verita opened, processed, or entered the claim into its internal database.

***B. Ms. Charkhchian's Wrongful-Death Claim and the Reorganized Debtors' Scheduling of Her as a Known Creditor***

10. Ms. Charkhchian is the mother and sole surviving parent of Maggie Arakelian, who died on November 13, 2015. Ms. Charkhchian commenced a wrongful-death action against, *inter alia*, Blue Cross of California (Anthem Blue Cross) and LogistiCare Solutions, LLC (now ModivCare Solutions, LLC) in the Los Angeles Superior Court, styled *Charkhchian v. Blue Cross of California, et al.*, Case No. BC663223 (the "**State Court Action**"). The State Court Action was filed in 2017 and was set for trial on 2/9/2026, when trial was stayed by these Chapter 11 Cases.

11. Ms. Charkhchian's wrongful-death theory, as set forth in the operative Complaint, is that LogistiCare Solutions, LLC — the predecessor to ModivCare Solutions, LLC — failed to provide or arrange the authorized non-emergency medical transportation necessary to bring her daughter to and from her life-sustaining hemodialysis treatments in November 2015, proximately causing her death.

12. On September 17, 2025, the Reorganized Debtors filed their Schedules of Assets and Liabilities [Docket No. 277, p. 59]. At Line 3.75 of Schedule E/F, Part 2, Creditors Who Have Nonpriority Unsecured Claims, the Reorganized Debtors **themselves scheduled** Ms. Charkhchian as a known creditor with the basis for the claim identified as "Litigation" and the amount listed as "Undetermined," with the claim designated as Contingent, Unliquidated, and Disputed. The notice address scheduled by the Reorganized Debtors is the address of the undersigned counsel: "Law

Offices of Armen M. Tashjian, Armen Tashjian and Stephen Bucklin, 500 N. Brand Boulevard, Suite 920, Glendale, CA 91203."

13. The Reorganized Debtors have thus had uninterrupted, independent, and actual notice of the Charkhchian Claim throughout these Chapter 11 Cases. ModivCare Solutions, LLC's insurance defense counsel of record in the State Court Action, Cozen O'Connor LLP (David A. Shimkin, Esq.), has continued actively to defend the State Court Action on ModivCare Solutions, LLC's behalf at all times material hereto, including by serving supplemental responses to form interrogatories on October 21, 2025, which disclosed three tiers of liability insurance coverage totaling not less than \$26 million in aggregate limits, with no reservation of rights asserted by any of the three carriers.

**C. *Timely Mailing of the Charkhchian Claim***

14. On September 24, 2025 — seven (7) days before the General Bar Date — Ms. Charkhchian's counsel, the Law Offices of Armen M. Tashjian, placed the Charkhchian Claim (Claim No. 1914), together with a twelve-page attachment that includes a copy of the operative Third Amended Complaint in the State Court Action, in a postage-prepaid envelope addressed to:

MODIVCARE CLAIMS PROCESSING CENTER  
c/o KCC dba Verita Global  
222 N. Pacific Coast Hwy., Suite 300,  
El Segundo, CA 90245

15. This is the exact address designated in paragraph 6 of the Bar Date Order and on the face of the Verita-issued Bar Date Notice. The envelope bears a USPS postage meter stamp showing "SEP 24 2025" and prepaid postage of \$2.72, and is addressed from counsel's office at 500 N. Brand Boulevard, Suite 920, Glendale, California 91203 (ZIP 91203). A true and correct copy of the envelope, as scanned and included as the final page of the Charkhchian Claim filed on the Claims Register, is attached as Exhibit B to the *Declaration of Armen M. Tashjian in Support*

*of Response of Shooshanik Charkhchian to Reorganized Debtors' Third Omnibus Objection to Certain Claims (Late-Filed Claims)* (the "**Tashjian Declaration**") submitted concurrently herewith.

**16.** The envelope was tendered to the United States Postal Service for first-class delivery on September 24, 2025. Under ordinary USPS service standards for intra-Southern-California first-class mail, first-class mail tendered from Glendale (ZIP 91203) for delivery in El Segundo (ZIP 90245) — a distance of approximately twenty-five miles — is delivered within two to three business days at most. Verita therefore physically received the envelope containing the Charkhchian Claim at the El Segundo claims-processing facility on or about September 26–29, 2025, *well before* the October 1, 2025, 5:00 p.m. (prevailing Central Time) General Bar Date.

**17.** Notwithstanding the timely mailing and actual receipt of the Charkhchian Claim, the Claims Register reflects a "Date Filed" of October 13, 2025 for Claim No. 1914. That date is, on its face, Verita's internal docketing date — reflecting a processing lag between physical receipt at El Segundo and entry onto the Claims Register — rather than the date on which Verita actually received the envelope. The immediately sequential Claim No. 1915 (Carla Williams and Rodrick Hackworth) and Claim No. 1916 (Fort Bend Independent School District) are reflected on the Claims Register with "Date Filed" values of October 15, 2025, further confirming that Verita was assigning claim numbers sequentially upon processing and docketing, not upon receipt.

***D. The Objection***

**18.** On March 26, 2026 — three days before the Claims Objection Deadline of March 29, 2026 — the Reorganized Debtors filed the Objection, seeking to disallow and expunge the Charkhchian Claim, together with 153 other claims, on the sole ground that each was a "Late-Filed Claim" that was "filed after the applicable Claims Bar Date." Objection ¶ 1. The Objection

identifies the Charkhchian Claim on Schedule 1 to the proposed order (item 73), stating a "Filing Date" of "10/13/2025."

19. In support of the Objection, the Reorganized Debtors submitted the Shepard Affidavit. The Shepard Affidavit states only that the Reorganized Debtors "reviewed the Claims Register to identify instances in which . . . a Claim was submitted after the applicable Bar Date" and "determined that there were no agreements or other arrangements between the Holder of a Late-Filed Claim and the Reorganized Debtors to allow the filing of a Claim after the Claims Bar Date." Shepard Aff. ¶ 5. The Shepard Affidavit does not address, and offers no competent evidence as to, when the envelope containing the Charkhchian Claim was physically received by Verita.

### ARGUMENT

#### **I. The Charkhchian Claim Was Actually Received by Verita Before the General Bar Date and Is Therefore Timely Under Paragraphs 6 and 7 of the Bar Date Order.**

20. The Bar Date Order expressly authorizes "regular mail" as a means of submitting a proof of claim. Bar Date Order ¶ 6. The operative filing standard under the Bar Date Order is whether the proof of claim was "*actually received*" by Verita on or before the General Bar Date — not whether it was docketed, logged, or processed by that date. *Id.* ¶¶ 6, 7.

21. The Charkhchian Claim was actually received by Verita before the General Bar Date. The envelope was mailed on September 24, 2025, bears a meter postage stamp confirming that date, and was addressed from Glendale, California to Verita's El Segundo facility. Standard USPS service standards place actual delivery on or about September 26–29, 2025. The October 13, 2025, "Date Filed" recorded by Verita reflects not receipt but internal docketing — a distinction the Bar Date Order's text makes dispositive.

22. Courts routinely reject attempts by debtors to conflate a claims agent's internal processing date with the receipt date where the operative bar-date order imposes an "actually received" standard. Any interpretation that would allow a claims agent's undisclosed backlog or internal workflow to retroactively convert a timely-received claim into a late-filed claim would be inconsistent with the Bar Date Order's plain terms, would produce arbitrary and non-uniform results among similarly situated creditors, and would raise substantial due-process concerns.

23. The Reorganized Debtors bear the burden of producing competent evidence sufficient to overcome the prima facie validity of Claim No. 1914 under Federal Rule of Bankruptcy Procedure 3001(f). *See In re Fidelity Holding Co., Ltd.*, 837 F.2d 696, 698 (5th Cir. 1988) (holding that an objecting party must produce rebuttal evidence to overcome the prima facie case established by a properly filed proof of claim, after which the burden returns to the claimant). Here, the Reorganized Debtors rely exclusively on the Claims Register's "Date Filed" value of October 13, 2025, as evidenced by the conclusory Shepard Affidavit. The Shepard Affidavit provides no information as to when Verita physically received the envelope containing the Charkhchian Claim and therefore does not constitute competent evidence of late receipt.

24. Because Ms. Charkhchian's Proof of Claim remains entitled to prima facie validity on the question of timely receipt, the Objection should be overruled.

**II. Even If the October 13, 2025, Docketing Date Were Treated as the Filing Date, Any Resulting Delay Constitutes Excusable Neglect Under Pioneer.**

25. In *Pioneer Investment Services Co. v. Brunswick Associates Ltd. Partnership*, 507 U.S. 380 (1993), the Supreme Court held that a late-filed claim may be allowed in a chapter 11 case upon a showing of excusable neglect under Rule 9006(b)(1) of the Federal Rules of Bankruptcy Procedure. The excusable-neglect inquiry is an equitable one that takes account of all

relevant circumstances, and the Court identified as pertinent to that inquiry: any prejudice the late filing would cause the debtor; the length of the delay and its potential impact on judicial proceedings; the reason for the delay, including whether it was within the movant's reasonable control; and whether the movant has acted in good faith. *Id.* at 395.

**26.** Each *Pioneer* factor decisively favors Ms. Charkhchian.

**A.** *There is no prejudice to the Reorganized Debtors.*

**27.** The Reorganized Debtors have had actual notice of the Charkhchian Claim since, at the latest, the filing of the Schedules on September 17, 2025, — in which they identified Ms. Charkhchian by name at Line 3.75 of Schedule E/F, Part 2, together with her counsel's name, address, and the litigation basis for her claim. The Reorganized Debtors' predecessor affiliate, LogistiCare Solutions, LLC (now ModivCare Solutions, LLC), has been a named defendant in the State Court Action since 2017 and has been represented by Cozen O'Connor LLP as its insurance defense counsel at all material times.

**28.** As of October 21, 2025 — 20 days after the General Bar Date and just 8 days after Verita's docketing date — Cozen O'Connor served supplemental responses to form interrogatories in the State Court Action disclosing the full applicable insurance coverage stack. The Reorganized Debtors were at that time (and remain) fully engaged with the Charkhchian Claim on its merits. No reconciliation effort, no distribution analysis, and no plan treatment was surprised, disrupted, or required to be unwound by any claimed docketing delay of twelve days. There is no cognizable prejudice.

**B.** *The length of any delay is de minimis.*

**29.** Measured against the October 1, 2025 General Bar Date, any delay is twelve (12) days — and only if the Court adopts the Verita docketing date rather than the actual-receipt date.

Measured from physical receipt at Verita's El Segundo facility (on or about September 26–29, 2025), there is no delay at all. This is not a case of dilatory conduct by the claimant stretching over weeks or months; it is, at worst, a brief processing lag attributable to Verita.

**C. *The reason for any delay was wholly outside Ms. Charkhchian's control.***

30. Ms. Charkhchian's counsel did everything required by the Bar Date Order to ensure timely filing. Counsel: (i) mailed the Charkhchian Claim seven days before the General Bar Date; (ii) used the United States Postal Service, a method expressly authorized by paragraph 6 of the Bar Date Order; (iii) used the correct address designated by Verita; and (iv) applied correct, prepaid first-class postage. Any delay in Verita's receipt or docketing of the Charkhchian Claim is attributable either to the Postal Service's delivery or to Verita's internal processing workflow — both of which are beyond Ms. Charkhchian's reasonable control. *See Pioneer*, 507 U.S. 380, at 388 (excusable neglect encompasses late filings caused by "inadvertence, mistake, or carelessness," not solely those arising from circumstances beyond the party's control).

**D. *Ms. Charkhchian has acted in good faith throughout.***

31. Ms. Charkhchian, through counsel, acted promptly to file the Charkhchian Claim in advance of the General Bar Date, used authorized means of service, and has at all times cooperated with the Reorganized Debtors in the State Court Action. There is no basis to suggest — and the Reorganized Debtors do not suggest — any lack of good faith.

32. All four *Pioneer* factors are satisfied. Under the Supreme Court's articulation of the excusable-neglect standard, the Charkhchian Claim should be deemed timely filed.

**III. The Charkhchian Claim Should Not Be Expunged Where Ms. Charkhchian Will Seek Recovery Solely From Insurance Proceeds, Not From the Estate.**

**33.** The face of the Charkhchian Claim, at its attachment, expressly provides: "Ms. Charkhchian intends to seek relief from the automatic stay to proceed against the Debtor's insurance policies." That is the relief Ms. Charkhchian intends to pursue, and the Reorganized Debtors' defense counsel has been advised of that intention.

**34.** The Reorganized Debtors' liability insurance stack consists of at least three tiers of coverage aggregating not less than \$26 million: (i) a \$1 million primary professional-liability policy (Certain Underwriters at Lloyd's, London, through Beazley USA Services); (ii) a \$15 million first-excess Healthcare Facilities Concurrent Excess Liability Policy (Chubb / Illinois Union Insurance Company); and (iii) a \$10 million second-excess Excess Liability Policy (Liberty Mutual / Ohio Casualty Insurance Company). None of the three carriers has asserted a reservation of rights.

**35.** The confirmed Plan itself expressly contemplates and preserves insurance-based recovery on covered claims. Section 8.6(d) of the Plan, titled "Insurance Policies," provides that where an Allowed Claim is covered in full or in part by one of the Debtors' insurance policies, "Any recovery on account of the Insured Claim in excess of the SIR established upon the liquidation of the Claim shall be recovered solely from the Debtors' insurance coverage, if any, and only to the extent of available insurance coverage and any proceeds thereof" and that "Nothing in this Plan shall be construed to limit, extinguish, or diminish the insurance coverage that may exist." Plan § 8.6(d) [Docket No. 1055, Ex. A, at 47–48]. The Charkhchian Claim is precisely the kind of insured claim for which the Plan prescribes liquidation against available coverage. Expunging the Charkhchian Claim on a late-filing technicality would frustrate the Plan's own insurance-preservation mechanism — disabling the Plan-authorized pathway for exactly the type of resolution the Plan directs for covered tort claims.

**36.** Consistent with Section 8.6(d), the Fifth Circuit has long held that liability-insurance proceeds payable directly to a third-party claimant on account of the debtor's alleged tort liability are, for purposes of the automatic stay and the bankruptcy estate, generally not property of the estate. *See In re Edgeworth*, 993 F.2d 51, 55–56 (5th Cir. 1993) ("When the debtor has no legally cognizable claim to the insurance proceeds, those proceeds are not property of the estate"). That framework was expressly reaffirmed in *Martinez v. OGA Charters, L.L.C. (In re OGA Charters, L.L.C.)*, 901 F.3d 599, 603–04 (5th Cir. 2018) ("The framework laid out in *Edgeworth* remains applicable in this circuit."). *OGA Charters* recognized a narrow, fact-specific exception applicable only in limited circumstances where a multitude of tort claimants threatens to exhaust the debtor's available insurance coverage and thereby expose the estate to excess liability. *Id.* at 604. That exception is not implicated here. The Charkhchian Claim is a single claim in the approximate amount of \$5 million, pending against at least \$26 million in aggregate available coverage across three tiers, with no reservation of rights. There is no siege of tort claimants threatening to exhaust the coverage, and accordingly the *Edgeworth* general rule — not the *OGA Charters* exception — controls. Granting Ms. Charkhchian leave to liquidate the Charkhchian Claim in the State Court Action and to recover solely from insurance proceeds, with an express waiver of any deficiency claim against the estate, will not diminish the estate in any legally cognizable way.

**37.** Because Ms. Charkhchian will seek no distribution from the estate, the principal purpose of the Bar Date Order — to establish a cutoff by which the Reorganized Debtors could know the universe of claims that may share in estate distributions — is not implicated. Expunging the Charkhchian Claim on a technical late-filing ground under these circumstances would produce an unjustified windfall to the Reorganized Debtors' insurance carriers (which have adequate

coverage and no reservation of rights) and would work a forfeiture of a significant wrongful-death recovery with no corresponding benefit to the estate or to any other creditor.

**38.** At minimum, if the Court is inclined to enter any order with respect to the Charkhchian Claim arising out of the Objection, such order should expressly preserve Ms. Charkhchian's right to liquidate her claim in the State Court Action and to recover from applicable insurance proceeds consistent with Plan § 8.6(d), and should not prejudice Ms. Charkhchian's forthcoming request for limited relief from the Plan Injunction to liquidate the Charkhchian Claim against available coverage. Ms. Charkhchian is prepared to work cooperatively with the Reorganized Debtors and their counsel to negotiate appropriate language, or, if necessary, a stipulated order resolving both this Objection and the request for limited injunction relief in a single instrument.

#### **RESERVATION OF RIGHTS**

**39.** Ms. Charkhchian files this Response with a full reservation of all rights, including, without limitation, the right to: (a) amend, revise, clarify, or supplement the Charkhchian Claim or this Response at any time and for any reason; (b) seek relief from the automatic stay and/or modification of the Plan Injunction to liquidate the Charkhchian Claim in the State Court Action and to recover from applicable insurance proceeds; (c) pursue all rights of setoff, recoupment, and counterclaim against the Reorganized Debtors and their affiliates; and (d) all procedural and substantive defenses and rights, including her right to a jury trial with respect to any claim that may be asserted against her.

#### **CONCLUSION**

**40.** For the reasons set forth above, Ms. Charkhchian respectfully requests that the Court enter an order: (i) overruling the Objection as to Claim No. 1914; (ii) confirming that Claim

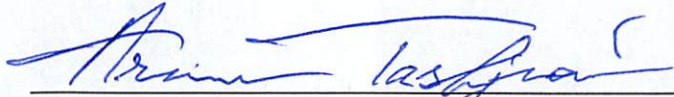
No. 1914 shall be treated as timely filed and shall remain on the Claims Register; and (iii) granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

**LAW OFFICES OF ARMEN M. TASHJIAN**

Dated: April 22, 2026

By:



Armen M. Tashjian "Attorney-in-Charge"  
*(pro hac vice admission pending)*  
California State Bar No. 195622  
500 N. Brand Boulevard, Suite 920  
Glendale, California 91203  
Telephone: (323) 782-0099  
Facsimile: (323) 782-0044  
Email: [Armen@ArmenLaw.com](mailto:Armen@ArmenLaw.com)

- and -

Sophia R. Wang (TX Bar No. 24147006)  
ArentFox Schiff LLP  
555 South Flower Street, 43rd Floor  
Los Angeles, CA 90071  
Telephone: 213.629.7400  
Facsimile: 213.629.7401  
Email: [sophia.wang@afslaw.com](mailto:sophia.wang@afslaw.com)

*Counsel for Claimant  
Shooshanik Charkhchian"*

**CERTIFICATE OF SERVICE**

I certify that on April 23, 2026, a true and correct copy of the foregoing *Response of Shooshanik Charkhchian to Reorganized Debtors' Third Omnibus Objection to Certain Claims (Late-Filed Claims) as to Claim No. 1914* was served by the Court's CM/ECF system on all parties registered to receive electronic notice, and by email and/or first-class United States mail, postage prepaid, on the following counsel for the Reorganized Debtors:

HUNTON ANDREWS KURTH LLP  
Timothy A. ("Tad") Davidson II  
Catherine A. Rankin  
Brandon Bell  
600 Travis Street, Suite 4200  
Houston, TX 77002  
taddavidson@hunton.com  
catherinerankin@hunton.com  
bbell@hunton.com

LATHAM & WATKINS LLP  
Ray C. Schrock  
Keith A. Simon  
George Klidonas  
Jonathan J. Weichselbaum  
1271 Avenue of the Americas  
New York, NY 10020  
ray.schrock@lw.com  
keith.simon@lw.com  
george.klidonas@lw.com  
jon.weichselbaum@lw.com

/s/ Sophia R. Wang  
Sophia R. Wang