

Howard M. Ehrenberg, Chapter 11 Trustee
howard.ehrenberg@gmlaw.com
1875 Century Park East, Suite 1900
Los Angeles, California 90067
Telephone: 213.626.2311
Facsimile: 954.771.9264

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re

BEVERLY COMMUNITY HOSPITAL
ASSOCIATION, dba BEVERLY
HOSPITAL, a nonprofit public benefit
corporation,¹

Debtor.

Case No. 2:23-bk-12359-SK

Chapter 11

Jointly administered with:

Case No. 2:23-bk-12360-SK

Case No. 2:23-bk-12361-SK

**CHAPTER 11 TRUSTEE'S THIRD
STATUS REPORT**

DATE: April 17, 2024

TIME: 9:00 a.m.

PLACE: Courtroom "1575"

- ☒ Affects all Debtors
- ☐ Affects Beverly Community Hospital Association
- ☐ Affects Montebello Community Health Services, Inc.
- ☐ Affects Beverly Hospital Foundation

¹ The debtors in these chapter 11 cases (collectively, the "Cases"), along with the last four digits of each debtor's federal tax identification number, are: Beverly Community Hospital Association d/b/a Beverly Hospital (6005), Montebello Community Health Services, Inc. (3550), and Beverly Hospital Foundation (9685). The mailing address for the Debtors is 309 W. Beverly Boulevard, Montebello, California 90640.



2312359240606000000000003

1 **TO THE HONORABLE SANDRA KLEIN, UNITED STATES BANKRUPTCY JUDGE,**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE, AND INTERESTED PARTIES:**

3 I, Howard M. Ehrenberg (the “Trustee”), the duly appointed, qualified, and
4 acting chapter 11 trustee for the estates of the jointly administered debtors Beverly
5 Community Hospital Association, dba Beverly Hospital, a nonprofit public benefit
6 corporation (“Beverly Community”), Montebello Community Health Services, Inc.
7 (“Montebello Health”), and Beverly Hospital Foundation (“Beverly Foundation”)
8 (collectively and interchangeably, the “Debtor” or “Debtors”), hereby submit my “Chapter
9 11 Trustee’s Third Status Report”, and represent as follows:

10 **I.**

11 **TIMELINE OF EVENTS**

12 **A. Filing of Chapter 11 Cases and Appointment of Chapter 11 Trustee**

13 On April 19, 2023 (the “Petition Date”), the Debtors each filed a voluntary
14 petition for relief under chapter 11 of title 11 of the United States Code. On May 10, 2023,
15 the Office of the United States Trustee (the “OUST”) appointed an official committee of
16 unsecured creditors.

17 On August 7, 2023, the Debtors caused to be filed their “Notice of Motion
18 and Motion for Entry of An Order (I) Authorizing the Sale of Substantially all of the
19 Debtors’ Assets Free and Clear of All Liens, Claims, and Encumbrances; to White
20 Memorial Medical Center d/b/a Adventist Health White Memorial Free and Clear; (II)
21 Authorizing the Assumption and Assignment of Certain Executory Contracts and
22 Unexpired Leases, and (III) Granting Related Relief” (the “Sale Motion”) [Docket No.
23 638]. The Sale Motion sought, among other things, approval of that certain “Asset
24 Purchase Agreement” (the “APA”), dated as of August 7, 2023, by and between Beverly
25 Community and Montebello Health, as sellers, and White Memorial Medical Center d/b/a
26 Adventist Health White Memorial (“AHWM”), as buyer.

27 On August 18, 2023, the Court entered its “Order (A) Authorizing the Sale
28 of Debtors’ Assets to Purchaser Free and Clear of Liens, Claims, Interests, and Other

Greenspoon Marder LLP
1875 Century Park East, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
TEL. 213.626.2311 • FAX 954.771.9264

1 Interests; (B) Approving the Assumption and Assignment of Executory Contracts and
2 Unexpired Leases Related Thereto; and (C) Granting Related Relief” (the “Sale Order”)
3 [Docket No. 718] granting the Sale Motion, approving the APA, and authorizing the
4 Debtors’ proposed sale to AHWM pursuant to 11 U.S.C. §§ 105(a), 363, and 365, Rules
5 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure, and
6 Rules 6004-1 and 9013-1 of the Local Bankruptcy Rules for the Central District of
7 California.

8 On September 7, 2023, the Debtors caused to be filed their “Notice of
9 Closing of Sale to White Memorial Medical Center d/b/a Adventist Health White
10 Memorial” [Docket No. 789] pursuant to which, among other things, the Debtors reported
11 that, pursuant to Section 1.3 of the APA, the Closing (as defined in the APA) of the sale
12 to AHWM occurred on September 6, 2023 (the “Closing Date”), with an Effective Time
13 (as defined in the APA) of 12:01 a.m. (Pacific Time) on September 7, 2023.

14 On September 11, 2023, U.S. Bank Trust Company, National Association,
15 as Master Trustee (“U.S. Bank”) caused to be filed “U.S. Bank Trust Company, National
16 Association, As Master Trustee’s Emergency Request for Status Conference and Order
17 to Show Cause Why A Chapter 11 Trustee Should Not Be Appointed” (the “OSC”)
18 [Docket No. 791]. The OSC was granted by the Court pursuant to its “Order Directing the
19 Appointment of A Chapter 11 Trustee and Setting Hearing and Briefing Schedule on Fee
20 Applications” entered on September 13, 2013 [Docket No. 803]. On September 15, 2023,
21 the OUST filed its “Notice of Appointment of Chapter 11 Trustee” [Docket No. 811]
22 pursuant to which I was appointed chapter 11 trustee for the Debtors’ jointly administered
23 estates. On September 15, 2023, the OUST filed its “Application for Order Approving
24 Appointment of Trustee and Fixing Bond” [Docket No. 813]. On September 15, 2023, the
25 Court entered its “Order Approving the Appointment of A Chapter 11 Trustee” [Docket
26 No. 815].

As a result of the foregoing, I became the duly appointed, qualified, and acting chapter 11 trustee for the Debtors' jointly administered estates, and I continue to act in this capacity.

B. Meetings With Constituents

Since the filing of the last status report, I have continued to meet, either in person, by video conference, or by telephone, with numerous constituents in these jointly administered cases, and, where applicable, their counsel. The substance of those meetings, generally stated, are described below:

i. Debtors' Counsel

My counsel and I have continued to communicate with counsel for the Debtors, Sheppard, Mullin, Richter & Hampton LLP ("SMRH"). Initially, the purpose of these meetings was to discuss the history of the cases, the open issues regarding the administration of the cases, and the consummated sale of the hospital to AHWM. Since the last status conference, I have not had any substantive discussions with SMRH. However, I have continued to communicate with the estate's ordinary course professionals to identify pending matters requiring my attention.

ii. U.S. Bank Trust Company, National Association, as Master Trustee

My counsel and I continue to engage with counsel for the U.S. Bank, the primary secured lender in these cases. Like the meetings with counsel for the Debtors, the initial purpose of these meetings was to discuss the history of the cases, the open issues regarding the administration of the cases, and the sale of the hospital to AHWM. Since the last status conference, the meetings have continued to focus on negotiations with U.S. Bank regarding the use of its undisputed cash collateral to fund the administration of these cases, the retention of professionals, and a pathways towards a potential resolution of certain of the outstanding issues between the parties. The discussions regarding the funding of the cases are discussed in greater detail below.

1 **iii. Official Committee of Unsecured Creditors**

2 My counsel and I continue to communicate with Dentons USA and Sills
3 Cummis & Gross, LLP, co-counsel for the Official Committee of Unsecured Creditors (the
4 “Committee”) and Province LLC, the Committee’s financial advisors. The initial purpose
5 of these meetings was to gain an understanding of the Committee’s position on the
6 outstanding issues in these cases, and, similar to my discussions with U.S. Bank, to
7 discuss pathways towards a potential resolution of certain of the outstanding issues
8 between the parties. Since the initial status conference, the meetings have focused
9 primarily on discussions regarding the status of the Quality Assurance Fees (“QAF”)
10 owed to the Debtors, my discussions with U.S. Bank regarding the funding of the cases,
11 and the unsuccessfully concluded mediation of the Committee’s adversary proceeding
12 with U.S. Bank presided over by the Honorable Martin Barash, United States Bankruptcy
13 Judge.

14 **iv. AHWM**

15 My counsel and I have continued to communicate with the officers and
16 counsel for AHWM, who acquired the hospital and ancillary assets from the Debtors. The
17 initial purpose of these meetings was to understand the allocation of employee expenses,
18 the assumption and assignment, or rejection, of certain additional executory contracts
19 and unexpired leases, and the return of leased equipment to vendors who leases were
20 previously rejected. Among other things, AHWM recently concluded onboarding certain
21 of the Debtors’ employees such that those employees are no longer being employed and
22 “leased” to AHWM. I also continue to engage with AHWM regarding the payment of
23 “cure” payments due in accordance with the “Order, After Hearing, Granting Chapter 11
24 Trustee’s Motion for Order Authorizing Assumption and Assignment of Executory
25 Contracts and Unexpired Leases to White Memorial Medical Center” entered on
26 December 7, 2023 [Docket No. 895], as well as discussing the reimbursement of other
27 expenses attributable to the employee staffing arrangement.

28

v. **Department of Health Care Services and Centers for Medicare
and Medicaid Services**

In my first two status reports, I reported that my counsel and I had several meetings with counsel for the Department of Health Care Services (“DHCS”) and the Centers for Medicare and Medicaid Services (“CMS”). The purpose of these meetings was to discuss a resolution of the outstanding dispute regarding the payment of QAF due to the estates and reaching an agreement regarding the method of payment of the QAF. Since the initial status conferences, I have not had any significant meetings with DHCS regarding a consensual agreement. Regarding Medicare, I have concluded that the debt due to Medicare exceeds the amounts due from Medicare and, therefore, Medicare has the right to offset these amounts. As a result, no further payments from Medicare are expected.

vi. **United Nurses Associations of California/Union of Health Care
Professionals**

My counsel and I have had several meetings with counsel for the United Nurses Associations of California/Union of Health Care Professionals (the “Union”) to discuss any outstanding issues regarding the assumption and assignment of the Union’s collective bargaining agreement with the Debtors to AHW. We continue to monitor to ensure that the Union receives the necessary data regarding the Nurses’ PTO from AHW.

vii. **Beverly Hospital’s Former President and Chair of the Board**

My counsel and I have had numerous meetings with Beverly Hospital’s former president, Alice Cheng, and the Chair of the Board, Lyla Eddington. The initial purpose of these meetings was to discuss general facts regarding the history of these cases and open issues affecting the administration of the estates. My professionals and I will continue to engage with counsel to the Board of Directors to discuss various open issues in these cases, as necessary.

viii. Charitable Foundations

My counsel and I have had several meetings with the Adventist Charitable Foundation, as well as representatives of Beverly Foundation, to discuss the best method of winding down the financial affairs and charitable mission of the foundation. These discussions are ongoing.

ix. Hospital Staff

All of the remaining staff who have been assisting me have gone off payroll. Those who continue to assist in the winddown have agreed to be compensated as independent contractors. Gradually, these people are rolling off as more of the winddown tasks are accomplished. Throughout this process the remaining staff collectively have been extremely cooperative and helpful.

C. Retention of Professionals

i. General Bankruptcy Counsel

On October 17, 2023, the Court entered its “Order Granting Chapter 11 Trustee’s Application for Order Authorizing Employment of Greenspoon Marder LLP as General Bankruptcy Counsel” [Docket No. 845], pursuant to which Greenspoon Marder LLP, a firm in which I am a partner, was authorized to act as my general bankruptcy counsel, effective as of September 15, 2023, the date of my appointment as chapter 11 trustee.

ii. Special Healthcare Counsel

On November 22, 2023, the Court entered its “Order Granting Chapter 11 Trustee’s Application for Order Authorizing Employment of Locke Lord LLP as Special Health Care Counsel” [Docket No. 886], pursuant to which Locke Lord LLP (“Locke Lord”) was authorized to act as my special health care counsel effective as of October 9, 2023. Since its retention, Locke Lord has assisted and advised me regarding regulatory issues and is assisting me in the estates’ ongoing issues with CMS and DHCS. Locke Lord has substantially completed the tasks which were assigned to them. As a result, if I need special healthcare counsel in the future, I will engage other counsel.

iii. Financial Advisors

On November 14, 2023, the Court entered its “Order Granting Chapter 11 Trustee’s Application for Order Authorizing Employment of FTI Consulting, Inc. as Trustee’s Financial Advisors” [Docket No. 876]. Since its retention, FTI Consulting, Inc. (“FTI”) has, among other things, provided financial advisory services, including addressing issues regarding the payment of “trailing expenses,” cure costs, and ongoing expenses related to the Debtors’ operations. In addition, FTI has assisted me with the preparation of comprehensive budgets for the wind-down of the estates and is also assisting with my review and analysis of potential actions to recover insider and non-insider avoidable transfers.

iv. Accountants

On December 13, 2023, the Court entered its “Order Approving Application of Chapter 11 Trustee for Retention of SLBiggs as Accountants Under 11 U.S.C. Section 327 [Docket No. 902], pursuant to which SLBiggs was authorized to be employed as my tax accountants in these cases.

v. Other Estate Professionals

Shortly, I will be filing applications to employ additional professionals to assist me in the administration of the estates. These additional professionals are (i) Synergi Partners, Inc. (“Synergi”), who has agreed to assist me in identifying and pursuing potential additional “Employee Retention Tax Credits” available under the Covid Relief Act on a contingency fee basis; (ii) The Law Offices of Stephenson, Acquisto & Colman (the “SAC Firm”), who was retained pre-petition by the Debtors, and will act as special collections counsel to pursue payment of certain healthcare receivables on a contingency fee basis; and (iii) Lilian Gong & Associates, who will act as consultants to help me administer and collect amounts owed under Private Hospital Supplemental Fund, and to assist me with funds owed under the Quality Assurance Fund programs.

II.

SIGNIFICANT ISSUES

There continues to be a number of operational and logistical issues that need to be addressed in order to complete the sale to AHWB, wind-down the estates, and conclude the administration of these cases. The following is a non-exclusive list of issues that I have identified, and am in the process of addressing:

A. Bank Accounts

As the Court may be aware, the Debtors had dozens of bank accounts for various purposes. I closed the debtor in possession accounts and have moved certain funds into my trust accounts. Certain accounts that receive payments from Medicare, Medicaid, and Medical will need to remain open in order to avoid disruption in the flow of payments. I am also continuing to work to wind down the Debtors' 403(b) retirement plans. On March 15, 2024, notices were sent to hundreds of former employees advising them of the termination of the plan and the need to transfer their funds. The deadline for the moving of the funds is April 30, 2024. In addition, recently, I received approximately \$900,000 in FEMA grants, and I expect more grant money to flow into the estates. As of March 27, 2024, I am holding \$45,901,782.54, in cash, on account of all three estates.

B. Medicare

Prior to my appointment, Medicare sent the Debtors a notice that it had placed the Debtors' account on hold and, as a result, they have ceased making any payments. The notice was not detailed and did not provide a specific reason for the freeze. Therefore, Locke Lord was assisting me with addressing the freeze so that the flow of payments resumes. Locke Lord also has been assisting me with issues regarding the potential surrender of the hospital license to the California Department of Health, the potential termination of the hospital's enrollment with the Medicare system, and the collection of QAF. As addressed earlier, these tasks are nearly completed.

C. Insurance

Many of the Debtors' insurance policies were set to expire at the end of September, 2023. After my appointment, I analyzed and addressed the necessary policies and have successfully secured the ongoing necessary insurance for the Debtors. With the assistance of Committee counsel, I also put the Debtors' directors and officers' insurance carrier on notice of potential claims against the Debtors' former officers and directors by sending a "notice of circumstances" to three of carriers and am investigating those claims. I intend on retaining Reed Smith LLP as special D&O counsel to investigate and possibly pursue those claims.

I also am working with the insurance carriers to develop a protocol to address the numerous pending and incoming claims against the Debtors that may be covered by the Debtor's insurance, including those claims that are subject to pending motions for relief from the automatic stay. As noted before, I believe such a protocol is necessary to make sure that the policies are preserved equally for competing claims that have been and may be brought. My counsel is in the process of communicating possible resolutions with the moving parties. Additionally, at the conclusion of the staffing agreement with AHWM, I cancelled all of the related insurance policies and have received premium refunds.

D. Cash Collateral/Wind-Down Budget

I have continued to work with U.S. Bank to allow certain payments necessary to the ongoing administration of the estates to be made out of its undisputed cash collateral, including, but not limited to (i) the payments primarily related to payroll and benefits to the Debtors' employees who remained on the Debtors' payroll under the Temporary Staffing Agreement, and (ii) payments that need to be made to satisfy items previously referred to as "Trailing Expenses". The Trailing Expenses are essentially those post-petition, non-professional vendors who were not paid.

With the assistance of FTI and the hospital staff, I also have prepared a number of long-term wind-down budgets and have presented them to U.S. Bank for

Greenspoon Marder LLP
1875 Century Park East, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
TEL. 213.626.2311 • FAX 954.771.9264

1 payment of these wind-down administrative expenses. I also have continued to negotiate
2 with U.S. Bank for an arrangement for the payment of my fees and those of my
3 professionals, which I have proposed to be paid as an agreed surcharge of U.S. Bank's
4 collateral. The negotiation of the agreements including the attendant budgets and
5 negotiations with U.S. Bank are substantially complete, and I intend to have the requisite
6 motions seeking their approval filed shortly

7 As noted before, these negotiations have led to a significant controversy
8 with the Committee and certain of the professionals engaged by the estates prior to my
9 appointment (the "Pre-Appointment Professionals"). In particular, U.S. Bank has agreed
10 to a surcharge of its collateral only to pay for my wind-down expenses provided I agree to
11 not assert any surcharge claims. While I am cognizant that my compromise of surcharge
12 claims may eliminate a potential source of funding for the fees and costs of the Pre-
13 Appointment Professionals, I determined that I cannot put the funding of the remainder of
14 these cases, including the various professionals that I require to assist me, at risk. I
15 anticipate that my motion to approve any surcharge agreement with U.S. Bank will be
16 vigorously contested and litigated by the Committee and the Pre-Appointment
17 Professionals.

18 **E. Assumption and Assignment of Executory Contracts and Unexpired**
19 **Leases**

20 As noted earlier, during my discussions with AHWM I was advised of
21 certain additional executory contracts and unexpired leases that AHWM requested the
22 estates assume and assign to it as part of the sale. As such, I caused to be filed my
23 "Chapter 11 Trustee's Motion for Order Authorizing Assumption and Assignment of
24 Executory Contracts and Unexpired Leases to White Memorial Medical Center;
25 Memorandum of Points and Authorities; Declaration of Howard M. Ehrenberg in Support
26 Thereof" [Docket No. 861], which was granted pursuant to that "Order, After Hearing,
27 Granting Chapter 11 Trustee's Motion for Order Authorizing Assumption and Assignment
28 of Executory Contracts and Unexpired Leases to White Memorial Medical Center"

1 entered on December 7, 2023 [Docket No. 895]. I continue to work with AHWM to
2 address the foregoing issues as well as AHWM's obligation to pay cure payments and, in
3 particular, those cure payments that were incurred post-petition, but were not paid.

4 **F. Litigation**

5 Prior to my appointment, the Committee filed an action (the "Committee
6 Action"), since amended, against U.S. Bank challenging the extent, validity, scope, and
7 priority of U.S. Bank's liens on certain assets of the estates and their proceeds. In turn,
8 U.S. Bank filed a Rule 12(b) motion to dismiss the amended complaint in its entirety, but
9 the motion has yet to be scheduled for hearing. The parties to the action attended a
10 mediation with Judge Barash, but it was unsuccessful. So, unless resolved at some point
11 in the future, the action will need to be litigated to finality since it will have a significant
12 impact on the outcome of these cases.

13 **G. Receivable Owed by Beverly Care**

14 The Debtor allegedly was owed approximately \$5,500,000 by Beverly Care,
15 a non-profit, Federally Qualified Health Center pursuant to a promissory note for monies
16 loaned and services provided by the Debtors. On March 22, 2024, the Court entered its
17 "Order, After Hearing, Granting Chapter 11 Trustee's Motion to Approve Settlement By
18 and Between Beverly Community Hospital Association and Beverly Care" [Docket No.
19 960] approving that certain settlement between the parties. On March 28, 2024, I
20 received the full settlement amount of \$500,000. As such, the settlement has now been
21 fully consummated.

22 **H. Avoidance Claims**

23 At my request, the estates' financial advisor has commenced reviewing the
24 Debtors' books and records to determine the existence of potential avoidance power
25 claims. To date, one such claim was identified. Specifically, a wire transfer in the
26 amount of \$105,000 sent the day before the petition date to Beverly Community's
27 counsel, Hooper Lundy & Bookman P.C. ("HLB"). The \$105,000 payment included
28 \$90,000 for then current and past due invoices and \$15,000 for a retainer for post-petition

1 services (the “Transfer”). I contended that the Transfer was subject to avoidance and
2 recovery as both an avoidable preferential payment and a refundable retainer for
3 anticipated post-petition services for which HLB was never properly employed.

4 Prior to filing an adversary action, I reached out to HLB to see if the matter
5 could be settled. HLB disputed my contentions and asserted various defenses including
6 contending an ordinary course of business defense and that no monies were owed. After
7 negotiations, we reached an agreement pursuant to which HLB agreed to pay the Beverly
8 Community estate \$65,000, in addition to waiving its 11 U.S.C. § 502(h) claim based on
9 the settlement payment.

10 On March 13, 2024, I caused to be filed my “Chapter 11 Trustee’s Motion to
11 Approve Settlement By and Between Beverly Community Hospital Association and
12 Hooper Lundy & Bookman, P.C.; Memorandum of Points and Authorities and Declaration
13 of Howard M Ehrenberg in Support Thereof” [Docket No. 952]. The negative notice
14 period under the Local Bankruptcy Rules expired on April 1, 2024 and the order granting
15 the Motion was entered on April 3, 2024 [Docket No. 966].

16 **I. Relief from Automatic Stay (Non-Bankruptcy Litigation)**

17 There are three motions pending before the Court wherein claimants have
18 sought relief from the automatic stay to proceed with litigation against the Debtors in state
19 court. I opposed each of these motions for a number of reasons, and they have been
20 continued to April 24, 2024. As mentioned earlier, I have arrived at what I believe is an
21 appropriate insurance coverage protocol which is being shared with counsel for the
22 moving parties.

23 **J. Claims Administration**

24 I am in the process of preparing motions to set administrative, rejection,
25 and general bar dates in these cases. I anticipate considerable issues with respect to the
26 breadth of the notices that may need to be given, particularly with respect to a general
27 bar date given the nature of the Debtors’ business and the thousands of patients that
28 Beverly Hospital provided service to over the years. It may be necessary for the Court to

1 authorize me to publish notice of the bar date in local publications to ensure that the
2 notice reaches the largest audience possible.

3 **K. Fee Applications**

4 A number of the Pre-Appointment Professionals filed applications for
5 allowance of professional fees and expenses. The applications were filed prior to my
6 appointment, but the hearings on the applications have been continued several times as
7 there is currently no agreement regarding a source of payment of those fees and costs.
8 The Court recently entered an order continuing the hearings on these applications to
9 June 12, 2024.

10 **L. Conversion**

11 I believe these jointly administered cases should remain in chapter 11 for
12 the time being, and, as a result, I do not intend to seek conversion to chapter 7 at this
13 time.

14 **III.**

15 **CONCLUSION**

16 As a result of the foregoing, I respectfully request that status conference be
17 continued for ninety days, and for such other and further relief as the Court deems
18 appropriate.

19 DATED: April 3, 2024

**HOWARD M. EHRENBERG,
CHAPTER 11 TRUSTEE**

20
21
22 By: /s/ Howard M. Ehrenberg
23 Howard M. Ehrenberg
24 Chapter 11 Trustee
25
26
27
28

Greenspoon Marder LLP
1875 Century Park East, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
TEL. 213.626.2311 • FAX 954.771.9264

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 1875 Century Park East, Suite 1900, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): **CHAPTER 11 TRUSTEE'S THIRD STATUS REPORT** 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*) April 3, 2024 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:

- **Megan M Adeyemo** madeyemo@grsm.com, asoto@grsm.com
- **David E Ahdoot** dahdoot@bushgottlieb.com, kprestegard@bushgottlieb.com
- **Joseph M Ammar** ammar@millercanfield.com
- **Scott E Blakeley** seb@blakeleylc.com, ecf@blakeleyllp.com
- **Joseph P Buchman** jbuchman@bwsllaw.com, gmitchehl@bwsllaw.com
- **Adrian Butler** abutler@bushgottlieb.com
- **Augustus Curtis** augustus.t.curtis@usdoj.gov
- **Howard M Ehrenberg (TR)** ehrenbergtrustee@gmlaw.com, ca25@ecfcbis.com; C123@ecfcbis.com; howard.ehrenberg@ecf.courtdrive.com; Karen.Files@gmlaw.com
- **David K Eldan** David.Eldan@doj.ca.gov
- **Amanda N Ferns** afernslaw.com, mmakalintal@fernslaw.com
- **Alan W Forsley** alan.forsley@flpllp.com, awf@fklawfirm.com, awf@fl-lawyers.net, addy@flpllp.com
- **John-Patrick M Fritz** jpf@lnbyg.com, JPF.LNBYB@ecf.inforuptcy.com
- **Evelina Gentry** evelina.gentry@akerman.com, rob.diwa@akerman.com
- **Evan Gershbein** ECFpleadings@kccllc.com
- **Faisal Gill** fgill@glawoffice.com
- **Steven T Gubner** sgubner@bg.law, ecf@bg.law
- **Melissa Hamill** melissa.hamill@doj.ca.gov
- **Hallie Dale Hannah** hallie@hannahlaw.com
- **Brian T Harvey** bharvey@buchalter.com, docket@buchalter.com; dbodkin@buchalter.com
- **Stella A Havkin** stella@havkinandshrago.com, shavkinesq@gmail.com
- **Robert M Hirsh** robert.hirsh@nortonrosefulbright.com
- **Mark S Horoupian** mark.horoupian@gmlaw.com, mhoroupian@ecf.courtdrive.com; cheryl.caldwell@gmlaw.com; karen.files@gmlaw.com
- **Darryl Jay Horowitz** dhorowitz@ch-law.com, bkasst@ch-law.com
- **David I Horowitz** david.horowitz@kirkland.com, keith.catuara@kirkland.com; terry.ellis@kirkland.com; elsa.banuelos@kirkland.com; ivon.granados@kirkland.com
- **Sonja Hourany** sonja.hourany@quinngroup.net, kadele@wgllp.com; lbracken@wgllp.com; shourany@ecf.courtdrive.com
- **Eric P Israel** eisrael@danninggill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **Quinn Scott Kaye** kaye@millercanfield.com
- **Nicholas A Koffroth** nkoffroth@foxrothschild.com, khoang@foxrothschild.com
- **David S Kupetz** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Alexandria Lattner** alattner@sheppardmullin.com, ehwalters@sheppardmullin.com
- **Daniel A Lev** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com; dlev@ecf.courtdrive.com
- **Marc A Levinson** MAlvinson@orrick.com, borozco@orrick.com, casestream@ecf.courtdrive.com
- **Ron Maroko** ron.maroko@usdoj.gov
- **David M Medby** dmedby@lawgarcia.com, jmobley@lawgarcia.com
- **Joshua M Mester** jmester@jonesday.com
- **Elissa Miller** elissa.miller@gmlaw.com, emillersk@ecf.courtdrive.com; cheryl.caldwell@gmlaw.com
- **Kenneth Miskin** Kenneth.M.Miskin@usdoj.gov

- **Kelly L Morrison** kelly.l.morrison@usdoj.gov
- **Tania M Moyron** tania.moyron@dentons.com, rebecca.wicks@dentons.com; kathryn.howard@dentons.com; derry.kalve@dentons.com; glenda.spratt@dentons.com; DOCKET.GENERAL.LIT.LOS@dentons.com
- **Alan I Nahmias** anahmias@mbn.law, jdale@mbn.law
- **Jennifer L Nassiri** JNassiri@sheppardmullin.com
- **Neli Nima Palma** neli.palma@doj.ca.gov
- **Valerie Bantner Peo** vbantnerpeo@buchalter.com
- **Thomas Phinney** tphinney@ffwplaw.com, akieser@ffwplaw.com; docket@ffwplaw.com
- **Thomas J Polis** tom@polis-law.com, paralegal@polis-law.com; r59042@notify.bestcase.com
- **Christopher E Prince** cprince@lesnickprince.com, jmack@lesnickprince.com; cprince@ecf.courtdrive.com; jnavarro@lesnickprince.com
- **Dean G Rallis** drallis@hahnlawyers.com, jevans@hahnlawyers.com; drallis@ecf.courtdrive.com; jevans@ecf.courtdrive.com
- **William M Rathbone** wrathbone@grsm.com, sdurazo@grsm.com
- **Michael B Reynolds** mreynolds@swlaw.com, kcollins@swlaw.com
- **Russell W Reynolds** rreynolds@ch-law.com, bkasst@ch-law.com
- **Jason E Rios** jrios@ffwplaw.com, docket@ffwplaw.com
- **Mary H Rose** mrose@buchalter.com, marias@buchalter.com; docket@buchalter.com
- **Kenneth N Russak** krussak@knrlaw.com, krussak@russaklaw.com
- **Nathan A Schultz** nschultzesq@gmail.com
- **Olivia Scott** olivia.scott3@bclplaw.com
- **Zev Shechtman** Zev.Shechtman@saul.com, zshechtman@ecf.inforuptcy.com; easter.santamaria@saul.com
- **Howard Steinberg** steinbergh@gtlaw.com, pearsallt@gtlaw.com; NEF-BK@gtlaw.com; howard-steinberg-6096@ecf.pacerpro.com
- **Andrew Still** astill@swlaw.com, kcollins@swlaw.com
- **Tamar Terzian** tterzian@hansonbridgett.com, ssingh@hansonbridgett.com
- **Jacob Unger** junger@jacobungerlaw.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Mark J Valencia** mvalencia@vclitigation.com
- **Emilio Eugene Varanini** emilio.varanini@doj.ca.gov
- **Kevin Walsh** kevin.walsh@gtlaw.com, kevin-walsh-3952@ecf.pacerpro.com
- **Kenneth K Wang** Kenneth.Wang@doj.ca.gov, Anthony.Conklin@doj.ca.gov
- **Sharon Z. Weiss** sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC_KM_ECF_SMO@bclplaw.com
- **Roye Zur** rzur@elkinskalt.com, TParizad@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com

☐ 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.

April 3, 2024

Cheryl Caldwell

/s/Cheryl Caldwell

Date

Printed Name

Signature