

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

\_\_\_\_\_)  
          ) **IN RE:** )  
          ) )  
**JEFFERSON COUNTY, ALABAMA,** )  
          ) )  
          ) **Debtor.** )  
\_\_\_\_\_)

**Case No. 11-05736-TBB**

**Chapter 9**

**RULE 8009 DESIGNATION OF THE  
ITEMS TO BE INCLUDED IN THE  
RECORD ON APPEAL OF  
BANKRUPTCY COURT'S ORDERS  
SUSTAINING JEFFERSON  
COUNTY'S OBJECTION TO THE  
RATEPAYERS' PROOF OF CLAIM**



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**ANDREW BENNETT, ET AL.'S DESIGNATION OF ITEMS TO BE  
INCLUDED IN THE RECORD ON APPEAL**

Andrew Bennett, Jefferson County Tax Assessor, Bessemer Division, Roderick V. Royal, Former Birmingham City Council President, Mary Moore, Alabama State Legislator, John W. Rogers, Alabama State Legislator, William R. Muhammad, Carlyn R. Culpepper, Lt. Col. Rt., Freddie H. Jones, II, Sharon Owens, Reginald Threadgill, Rickey Davis, Jr., Angelina Blackmon, Sharon Rice, and David Russell, each a “special taxpayer” under 11 U.S.C. § 902(3) of, and/or “interested party” under 11 U.S.C. § 1109(b) with respect to, sewer user fees backed by real property liens constituting property taxes imposed upon ratepayers by the debtor, Jefferson County, Alabama, and jointly representatives of a putative class of approximately 130,000 special taxpayers of sewer property taxes and/or interested party ratepayers of Jefferson County sewer bills (collectively, the “Bennett Ratepayers” or “Ratepayers”), claimants in the above-styled chapter 9 bankruptcy case (the “Bankruptcy Case”), by and through their undersigned counsel, pursuant to Rule 8009 of the Federal Rules of Bankruptcy Procedure, hereby file this designation of items to be included in the record on appeal with regard to the Bennett Ratepayers’ Notice of Appeal of the denial of their Proof of Claim [Bankr. 11-05736 Docket No. 2267], as follows:

**ITEMS FROM DOCKET OF IN RE JEFFERSON COUNTY, ALABAMA (IN RE  
JEFFERSON COUNTY, ALABAMA, CASE NO 11-05736) (BANKR. N.D. ALA.)**

11/09/2011		<u>1</u> (15 pg	Chapter 9 Voluntary Petition . Fee Amount \$1046
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		s)	Filed by Jefferson County, Alabama (Darby, John) (Entered: 11/09/2011)
11/09/2011		<a href="#">2</a> (6 pgs) )	20 Largest Unsecured Creditors Filed by Debtor Jefferson County, Alabama. (Darby, John) (Entered: 11/09/2011)
11/09/2011		<a href="#">26</a> (972 pgs; 39 documents)	Exhibit Notice of Filing Exhibits Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">10</a> Memorandum). (Attachments: # <a href="#">1</a> Exhibit Indentures - Part 1 of 24# <a href="#">2</a> Exhibit Indentures - Part 2 of 24# <a href="#">3</a> Exhibit Indentures - Part 3 of 24# <a href="#">4</a> Exhibit Indentures - Part 4 of 24# <a href="#">5</a> Exhibit Indentures - Part 5 of 24# <a href="#">6</a> Exhibit Indentures - Part 6 of 24# <a href="#">7</a> Exhibit Indentures - Part 7 of 24# <a href="#">8</a> Exhibit Indentures - Part 8 of 24# <a href="#">9</a> Exhibit Indentures - Part 9 of 24# <a href="#">10</a> Exhibit Indentures - Part 10 of 24# <a href="#">11</a> Exhibit Indentures - Part 11 of 24# <a href="#">12</a> Exhibit Indentures - Part 12 of 24# <a href="#">13</a> Exhibit Indentures - Part 13 of 24# <a href="#">14</a> Exhibit Indentures - Part 14 of 24# <a href="#">15</a> Exhibit Indentures - Part 15 of 24# <a href="#">16</a> Exhibit Indentures - Part 16 of 24# <a href="#">17</a> Exhibit Indentures - Part 17 of 24# <a href="#">18</a> Exhibit Indentures - Part 18 of 24# <a href="#">19</a> Indentures - Part 19 of 24# <a href="#">20</a> Exhibit Indentures - Part 20 of

			<p>24# <a href="#">21</a> Exhibit Indentures - Part 21 of 24# <a href="#">22</a> Exhibit Indentures - Part 22 of 24# <a href="#">23</a> Exhibit Indentures - Part 23 of 24# <a href="#">24</a> Exhibit Indentures - Part 24 of 24# <a href="#">25</a> Exhibit SEC Cease and Desist Order# <a href="#">26</a> Exhibit Distribution Plan# <a href="#">27</a> Exhibit Distribution Order# <a href="#">28</a> Exhibit Receiver Order# <a href="#">29</a> Exhibit Receiver Interim Report - Part 1 of 5# <a href="#">30</a> Exhibit Receiver Interim Report - Part 2 of 5# <a href="#">31</a> Exhibit Receiver Interim Report - Part 3 of 5# <a href="#">32</a> Exhibit Receiver Interim Report - Part 4 of 5# <a href="#">33</a> Exhibit Receiver Interim Report - Part 5 of 5# <a href="#">34</a> Exhibit Resolution and Term Sheet# <a href="#">35</a> Exhibit Demand Letters# <a href="#">36</a> Exhibit Resolution Authorizing 2003-A GO Warrants - Part 1 of 3# <a href="#">37</a> Exhibit Resolution Authorizing 2003-A GO Warrants - Part 2 of 3# <a href="#">38</a> Exhibit Resolution Authorizing 2003-A GO Warrants - Part 3 of 3) (Hawkins, Christopher) (Entered: 11/09/2011)</p>
11/10/2011		<p><a href="#">40</a> (79 pages; 4 docs )</p>	<p>Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176, Filed by Interested Party John S. Young, Jr., LLC (Attachments: #<a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit D# <a href="#">3</a> Exhibit E)</p>

			(Lupinacci, Timothy) (Entered: 11/10/2011)
11/10/2011		<a href="#">44</a> (762 pages; 44 documents)	Exhibit B Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)) <a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit B - Part 2# <a href="#">2</a> Exhibit B - Part 3# <a href="#">3</a> Exhibit B - Part 4# <a href="#">4</a> Exhibit B - Part 5# <a href="#">5</a> Exhibit Exhibit B - Part 6# <a href="#">6</a> Exhibit Exhibit B - Part 7# <a href="#">7</a> Exhibit Exhibit B - Part 8# <a href="#">8</a> Exhibit B - Part 9# <a href="#">9</a> Exhibit B - Part 10# <a href="#">10</a> Exhibit B - Part 11# <a href="#">11</a> Exhibit B - Part 12# <a href="#">12</a> Exhibit B - Part 13# <a href="#">13</a> Exhibit B - Part 14# <a href="#">14</a> Exhibit B - Part 15# <a href="#">15</a> Exhibit B - Part 16# <a href="#">16</a> Exhibit B - Part 17# <a href="#">17</a> Exhibit B - Part 18# <a href="#">18</a> Exhibit B - Part 19# <a href="#">19</a> Exhibit B - Part 20# <a href="#">20</a> Exhibit B - Part 21# <a href="#">21</a> Exhibit B - Part 22# <a href="#">22</a> Exhibit B - Part 23# <a href="#">23</a> Exhibit B - Part 24# <a href="#">24</a> Exhibit B - Part 25# <a href="#">25</a> Exhibit B - Part 26# <a href="#">26</a> Exhibit B - Part 27# <a href="#">27</a> Exhibit B - Part 28# <a href="#">28</a> Exhibit B - Part 29# <a href="#">29</a> Exhibit B - Part 30# <a href="#">30</a> Exhibit B - Part 31# <a href="#">31</a> Exhibit B - Part 32# <a href="#">32</a> Exhibit B - Part

			<p>33# <a href="#">33</a> Exhibit B - Part  34# <a href="#">34</a> Exhibit B - Part  35# <a href="#">35</a> Exhibit B - Part  36# <a href="#">36</a> Exhibit B - Part  37# <a href="#">37</a> Exhibit B - Part  38# <a href="#">38</a> Exhibit B - Part  39# <a href="#">39</a> Exhibit B - Part  40# <a href="#">40</a> Exhibit B - Part  41# <a href="#">41</a> Exhibit B - Part  42# <a href="#">42</a> Exhibit B - Part  43# <a href="#">43</a> Exhibit B - Part 44)  (Lupinacci, Timothy)  (Entered: 11/10/2011)</p>
11/10/2011		<p><a href="#">45</a>  (88 pg  s;  10 doc  s)</p>	<p>Exhibit C Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)<a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit C - Part 2# <a href="#">2</a> Exhibit C - Part 3# <a href="#">3</a> Exhibit C - Part 4# <a href="#">4</a> Exhibit C - Part 5# <a href="#">5</a> Exhibit C - Part 6# <a href="#">6</a> Exhibit C - Part 7# <a href="#">7</a> Exhibit C - Part 8# <a href="#">8</a> Exhibit C - Part 9# <a href="#">9</a> Exhibit C - Part 10) (Lupinacci, Timothy)  (Entered: 11/10/2011)</p>
11/10/2011		54	<p>CORRECTIVE ENTRY Document 51 was filed incorrectly and will be refiled Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)<a href="#">51</a> Expedited Motion to Extend Automatic</p>

			StayMotion for Extension and Relief). (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">55</a> (42 pgs)	Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176, Filed by Creditor Bank of New York Mellon, as Indenture Trustee (Cochran, Ryan). (Entered: 11/10/2011)
11/10/2011		<a href="#">71</a> (114 pgs; 6 docs)	Exhibit A Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit Exhibit A Part 2 of 6# <a href="#">2</a> Exhibit Exhibit A Part 3 of 6# <a href="#">3</a> Exhibit Exhibit A Part 4 of 6# <a href="#">4</a> Exhibit Exhibit A Part 5 of 6# <a href="#">5</a> Exhibit Exhibit A Part 6 of 6) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">72</a> (24 pgs)	Exhibit B Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Cochran, Ryan) (Entered: 11/10/2011)

11/10/2011		<a href="#">73</a> (47 pgs; 2 docs )	Exhibit C Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit Exhibit C Part 2 of 2) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">74</a> (139 pgs; 4 docs )	Exhibit D Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit Exhibit D Part 2 of 4# <a href="#">2</a> Exhibit Exhibit D Part 3 of 4# <a href="#">3</a> Exhibit Exhibit D Part 4 of 4) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">76</a> (55 pgs; 2 docs )	Exhibit E Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit Exhibit E Part 2 of 2) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">77</a> (70 pgs; )	Exhibit F Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE:



		4 docs )	related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit Exhibit F Part 2 of 4# <a href="#">2</a> Exhibit Exhibit F Part 3 of 4# <a href="#">3</a> Exhibit Exhibit F Part 4 of 4) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">78</a> (88 pgs; 6 docs )	Exhibit G Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit Exhibit G Part 2 of 6# <a href="#">2</a> Exhibit Exhibit G Part 3 of 6# <a href="#">3</a> Exhibit Exhibit G Part 4 of 6# <a href="#">4</a> Exhibit Exhibit G Part 5 of 6# <a href="#">5</a> Exhibit Exhibit G Part 6 of 6) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">79</a> (5 pgs )	Exhibit H Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">80</a> (121 pgs;	Exhibit I Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE:

		4 docs )	related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit Exhibit I Part 2 of 4# <a href="#">2</a> Exhibit Exhibit I Part 3 of 4# <a href="#">3</a> Exhibit Exhibit I Part 4 of 4) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">81</a> (128 pgs; 8 docs )	Exhibit J Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit Exhibit J Part 2 of 8# <a href="#">2</a> Exhibit Exhibit J Part 3 of 8# <a href="#">3</a> Exhibit Exhibit J Part 4 of 8# <a href="#">4</a> Exhibit Exhibit J Part 5 of 8# <a href="#">5</a> Exhibit Exhibit J Part 6 of 8# <a href="#">6</a> Exhibit Exhibit J Part 7 of 8# <a href="#">7</a> Exhibit Exhibit J Part 8 of 8) (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">82</a> (5 pgs )	Exhibit K Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Cochran, Ryan) (Entered: 11/10/2011)

11/10/2011		<a href="#">83</a> (3 pgs )	Exhibit L Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">84</a> (3 pgs )	Exhibit M Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Cochran, Ryan) (Entered: 11/10/2011)
11/10/2011		<a href="#">85</a> (5 pgs )	Exhibit N Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Cochran, Ryan) (Entered: 11/10/2011)
11/15/2011		<a href="#">144</a> (6 pgs )	Response to (Re Item: <a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176, filed by Interested Party John S. Young, Jr., LLC, <a href="#">51</a> Expedited Motion to Extend Automatic

			<p>Stay Motion for Extension and Relief filed by Creditor Bank of New York Mellon, as Indenture Trustee, <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176, filed by Creditor Bank of New York Mellon, as Indenture Trustee) Joinder and Response by Financial Guaranty Insurance Company in Support of the Emergency Motions Filed by the Jefferson County Sewer System Receiver and the Indenture Trustee Filed by Creditor Financial Guaranty Insurance Company (Dabney, H.) (Entered: 11/15/2011)</p>
11/15/2011		<p><a href="#">143</a> (5 pgs )</p>	<p>Memorandum of Financial Guaranty Insurance Company in Support of its Right to Appear and be Heard at the Hearing on the Emergency Motions Filed by the Jefferson County Sewer System Receiver and the Indenture Trustee Filed by Creditor Financial Guaranty Insurance Company (RE: related document(s) <a href="#">98</a> Notice and Order). (Dabney, H.) (Entered: 11/15/2011)</p>
11/15/2011		<p><a href="#">144</a> (6 pgs )</p>	<p>Response to (Re Item: <a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount</p>

			<p>\$176, filed by Interested Party John S. Young, Jr., LLC, <a href="#">51</a> Expedited Motion to Extend Automatic Stay Motion for Extension and Relief filed by Creditor Bank of New York Mellon, as Indenture Trustee, <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176, filed by Creditor Bank of New York Mellon, as Indenture Trustee) Joinder and Response by Financial Guaranty Insurance Company in Support of the Emergency Motions Filed by the Jefferson County Sewer System Receiver and the Indenture Trustee Filed by Creditor Financial Guaranty Insurance Company (Dabney, H.) (Entered: 11/15/2011)</p>
<p>1/15/2011</p>		<p><a href="#">146</a> (60 pages; 6 docs )</p>	<p>Memorandum Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)<a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176,, <a href="#">51</a> Expedited Motion to Extend Automatic Stay Motion for Extension and Relief, <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,, <a href="#">98</a> Notice and Order). (Attachments: # <a href="#">1</a> Exhibit</p>

			<p>A# <a href="#">2</a> Exhibit B# <a href="#">3</a> Exhibit C# <a href="#">4</a> Exhibit D# <a href="#">5</a> Exhibit E) (Larose, Lawrence) (Entered: 11/15/2011)</p>
<p>11/15/2011</p>		<p><a href="#">147</a> (19 pages)</p>	<p>Brief RESPONSE AND MEMORANDUM OF SUPPLEMENTAL POINTS OF SYNCORA GUARANTEE INC. IN SUPPORT OF: (I) EMERGENCY MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM PURSUANT TO THE RECEIVER ORDER OR (B) FOR THE RELIEF FROM AUTOMATIC STAY OR OTHER APPROPRIATE RELIEF; AND (II) EXPEDITED MOTION OF INDENTURE TRUSTEE FOR JEFFERSON COUNTYS SEWER WARRANTS FOR (A) THE COURT TO ABSTAIN FROM TAKING ANY ACTION TO INTERFERE WITH THE RECEIVERSHIP CASE AND THE RECEIVERS OPERATION AND ADMINISTRATION OF THE SEWER SYSTEM IN ACCORDANCE WITH THE RECEIVERSHIP ORDER, OR (B) FOR RELIEF FROM THE AUTOMATIC STAY</p>

			<p>TO THE EXTENT NECESSARY TO ALLOW RECEIVER TO CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM UNDER THE RECEIVERSHIP ORDER, AND (C) REQUEST FOR AN EXPEDITED HEAR Filed by Creditor Syncora Guarantee, Inc.. (Carmody, Richard) (Entered: 11/15/2011)</p>
11/16/2011		<p><a href="#">180</a> (5 pgs )</p>	<p>Joinder By Bank Of America, N.A. And Blue Ridge Investments, Llc In Motions Of Indenture Trustee And The Jefferson County Sewer System Receiver And The Responses Thereto Filed By Syncora Guarantee, Inc. And Assured Guaranty Municipal Corp. Filed by Creditor Bank of America, N.A. (Joseph, Joe) (Entered: 11/16/2011)</p>
11/16/2011		<p><a href="#">184</a> (20 pgs; 2 docs )</p>	<p>Motion for Leave EXPEDITED MOTION FOR LEAVE TO FILE JOINDER OF CERTAIN LIQUIDITY BANKS IN SUPPORT OF THE (1) MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM PURSUANT TO THE</p>

			<p>RECEIVER ORDER OR (B) FOR RELIEF FROM THE AUTOMATIC STAY OR OTHER APPROPRIATE RELIEF AND (2) THE MOTION OF INDENTURE TRUSTEE FOR JEFFERSON COUNTYS SEWER WARRANTS FOR (A) THE COURT TO ABSTAIN FROM TAKING ANY ACTION TO INTERFERE WITH THE RECEIVERSHIP CASE AND THE RECEIVERS OPERATION AND ADMINISTRATION OF SEWER SYSTEM IN ACCORDANCE WITH THE RECEIVERSHIP ORDER, OR (B) FOR RELIEF FROM THE AUTOMATIC STAY TO THE EXTENT NECESSARY TO ALLOW RECEIVER TO CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM UNDER THE RECEIVERSHIP ORDER, AND (C) REQUSET FOR EXPEDITED HEARING Filed by Creditors Lloyds TSB Bank plc, Nova Scotia, Regions Bank, Societe Generale, The Bank of New York Mellon, Interested Party State Street Bank and Trust Company (Attachments: # <a href="#">1</a> Exhibit A - ) (Porterfield, Stephen) (Entered: 11/16/2011)</p>
11/16/2011		<a href="#">185</a> (1 pg)	Certificate of Service Filed by Creditors Lloyds TSB



			<p>Bank plc, Regions Bank, Societe Generale, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon (RE: related document(s) <a href="#">184</a> Motion for Leave EXPEDITED MOTION FOR LEAVE TO FILE JOINDER OF CERTAIN LIQUIDITY BANKS IN SUPPORT OF THE (1) MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER TH). (Porterfield, Stephen) (Entered: 11/16/2011)</p>
11/16/2011		<p><a href="#">186</a> (21 pgs; 2 docs )</p>	<p>Response to (Re Item: <a href="#">143</a> Memorandum filed by Creditor Financial Guaranty Insurance Company) Jefferson County's Response to Memorandum of Financial Guaranty Insurance Company in Support of Its Right to Appear and Be Heard at the Hearing on the Emergency Motions Filed by the Jefferson County Sewer System Receiver and The Indenture Trustee Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit 1) (Darby) (Entered: 11/16/2011)</p>
11/16/2011		<p><a href="#">187</a> (10 pg)</p>	<p>Motion for Leave to File Joinder Filed by Creditor JPMorgan Chase Bank, N.A.</p>

		s)	(Hammond, Clark) (Entered: 11/16/2011)
11/16/2011		<a href="#">188</a> (125 pgs; 4 docs )	Supplemental Brief Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s) <a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B# <a href="#">3</a> Exhibit C) (Lupinacci, Timothy) (Entered: 11/16/2011)
11/16/2011		<a href="#">189</a> (93 pgs)	Response to (Re Item: <a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176, filed by Interested Party John S. Young, Jr., LLC, <a href="#">51</a> Expedited Motion to Extend Automatic Stay Motion for Extension and Relief filed by Creditor Bank of New York Mellon, as Indenture Trustee) Jefferson County's Opposition to Receiver's and Indenture Trustee's Stay Motions Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 11/16/2011)
11/16/2011		<a href="#">190</a> (17 pg)	Exhibit and Witness List The County's Witness & Exhibit List for the Hearings

		s)	Commencing on November 21, 2011 at 8:00 a.m. Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">98</a> Notice and Order). (Darby) (Entered: 11/16/2011)
11/16/2011		<a href="#">191</a> (68 pgs; 2 docs )	Supplemental Brief IN SUPPORT OF ITS EXPEDITED MOTION Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit O) (Cochran, Ryan) (Entered: 11/16/2011)
11/18/2011		<a href="#">239</a> (14 pgs)	JoinderJOINDER OF CERTAIN LIQUIDITY BANKS IN SUPPORT OF (1) THE MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM PURSUANT TO THE RECEIVER ORDER OR (B) FOR RELIEF FROM THE AUTOMATIC STAY OR OTHER APPROPRIATE RELIEF AND (2) EXPEDITED MOTION OF INDENTURE TRUSTEE FOR JEFFERSON COUNTY'S SEWER

			<p>WARRANTS FOR (A) THE COURT TO ABSTAIN FROM TAKING ANY ACTION TO INTERFERE WITH THE RECEIVERSHIP CASE AND THE RECEIVERS OPERATION AND ADMINISTRATION OF SEWER SYSTEM IN ACCORDANCE WITH THE RECEIVERSHIP ORDER, OR (B) FOR RELIEF FROM THE AUTOMATIC STAY TO THE EXTENT NECESSARY TO ALLOW RECEIVER TO CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM UNDER THE RECEIVERSHIP ORDER, AND (C) REQUEST FOR EXPEDITED HEARING Filed by Creditors Lloyds TSB Bank plc, Nova Scotia, Regions Bank, Societe Generale, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon (Porterfield, Stephen) (Entered: 11/18/2011)</p>
<p>11/18/2011</p>		<p><a href="#">248</a> (9 pgs )</p>	<p>Stipulation By Bank of New York Mellon, as Indenture Trustee and Receiver's and Trustee's Stipulations to County's Exhibits (Dkt. #190). Filed by Creditor Bank of New York Mellon, as Indenture Trustee. (Cochran, Ryan) (Entered: 11/18/2011)</p>

11/18/2011		<a href="#">251</a> (13 pgs)	Stipulation By Jefferson County, Alabama and Jefferson County's Stipulation as to the Authenticity and Admissibility of Movants' Exhibits for Hearings on Stay Motions and Related Pleadings. Filed by Debtor Jefferson County, Alabama. (Darby) (Entered: 11/18/2011)
11/19/2011		<a href="#">257</a> (1827 pgs; 137 docs)	Exhibit Exhibits Part 1 to Receiver's and Trustee's Exhibit List Docket No. 194 relating Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit M.1-0001# <a href="#">2</a> Exhibit M.1-0002# <a href="#">3</a> Exhibit M.2# <a href="#">4</a> Exhibit M.3-0001# <a href="#">5</a> Exhibit M.3-0002# <a href="#">6</a> Exhibit M.3-0003# <a href="#">7</a> Exhibit M.3-0004# <a href="#">8</a> Exhibit M.4.0-0001# <a href="#">9</a> Exhibit M.4.0-0002# <a href="#">10</a> Exhibit M.4.0-0003# <a href="#">11</a> Exhibit M.4.0-0004# <a href="#">12</a> Exhibit M.4.0-0005# <a href="#">13</a> Exhibit M.4.0-0006# <a href="#">14</a> Exhibit M.4.A-0# <a href="#">15</a> Exhibit M.4.A-1# <a href="#">16</a> Exhibit M.4.A-2-0001# <a href="#">17</a> Exhibit M.4.A-2-0002# <a href="#">18</a> Exhibit M.4.A-2-0003# <a href="#">19</a> Exhibit M.4.A-2-0004# <a href="#">20</a> Exhibit M.4.A-2-

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			<p>0003# <a href="#">113</a> Exhibit M.14-0001# <a href="#">114</a> Exhibit M.14-0002# <a href="#">115</a> Exhibit M.14-00013# <a href="#">116</a> Exhibit M.14-0004# <a href="#">117</a> Exhibit M.14-0005# <a href="#">118</a> Exhibit M.14-0006# <a href="#">119</a> Exhibit M.15#<a href="#">120</a> Exhibit M.16-0001# <a href="#">121</a> Exhibit M.16-0002# <a href="#">122</a> Exhibit M.16-0003# <a href="#">123</a> Exhibit M.16-0004# <a href="#">124</a> Exhibit M.16-0005# <a href="#">125</a> Exhibit M.16-0006# <a href="#">126</a> Exhibit M.16-0007# <a href="#">127</a> Exhibit M.17-0001# <a href="#">128</a> Exhibit M.17-0002# <a href="#">129</a> Exhibit M.17-0003# <a href="#">130</a> Exhibit M.17-0004# <a href="#">131</a> Exhibit M.17-0005# <a href="#">132</a> Exhibit M.17-0006# <a href="#">133</a>Exhibit M.17-00017# <a href="#">134</a> Exhibit M.18# <a href="#">135</a> Exhibit M.19-0001# <a href="#">136</a> Exhibit M.19-0002) (Cochran, Ryan) (Entered: 11/19/2011)</p>
<p>11/19/2011</p>		<p><a href="#">258</a> (2577 pgs; 168 d ocs)</p>	<p>Exhibit Exhibits Part 2 to Receiver's and Trustee's Exhibit List Docket No. 194 Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)<a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Exhibit M.20-0001# <a href="#">2</a> Exhibit M.20-0002# <a href="#">3</a>Exhibit M.20-0003# <a href="#">4</a> Exhibit M.20-0004# <a href="#">5</a> Exhibit M.21-0001# <a href="#">6</a> Exhibit M.21-</p>



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			<p>0018# <a href="#">145</a> Exhibit M.60-0001# <a href="#">146</a> Exhibit M.60-0002# <a href="#">147</a> Exhibit M.60-0001# <a href="#">148</a> Exhibit M.60-0001# <a href="#">149</a>Exhibit M.60-0005# <a href="#">150</a> Exhibit M.60-0006# <a href="#">151</a> Exhibit M.61-0001# <a href="#">152</a> Exhibit M.61-0002# <a href="#">153</a> Exhibit M.61-0003# <a href="#">154</a> Exhibit M.61-0004# <a href="#">155</a> Exhibit M.61-0005# <a href="#">156</a> Exhibit M.61-0006# <a href="#">157</a> Exhibit M.62-0001# <a href="#">158</a> Exhibit M.62-0002# <a href="#">159</a> Exhibit M.62-0003# <a href="#">160</a> Exhibit M.62-0004# <a href="#">161</a> Exhibit M.62-0005# <a href="#">162</a>Exhibit M.62-0006# <a href="#">163</a> Exhibit M.62-0007# <a href="#">164</a> Exhibit M.63# <a href="#">165</a> Exhibit M.64# <a href="#">166</a> Exhibit M.65# <a href="#">167</a>Exhibit M.66) (Cochran, Ryan) (Entered: 11/19/2011)</p>
<p>11/19/2011</p>		<p><a href="#">259</a> (3222 pgs; 139 docs)</p>	<p>Exhibit Exhibits Part 3 to Receiver's and Trustee's Exhibit List Docket No. 194 Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s))<a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit M.67-0001# <a href="#">2</a> Exhibit M.67-0002# <a href="#">3</a>Exhibit M.67-0003# <a href="#">4</a> Exhibit M.67-0004# <a href="#">5</a> Exhibit M.67-0005# <a href="#">6</a> Exhibit M.67-0006# <a href="#">7</a> Exhibit M.68-</p>

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M.133# [138](#) Exhibit M.134)  
(Cochran, Ryan) Modified on  
11/21/2011 to correct  
docketing text on Exhibit  
#129 (khm). Modified on  
11/28/2011 to correct  
docketing text on Exhibit  
#129.(khm). (Entered:

			11/19/2011)
11/28/2011		<a href="#">302</a> (3 pgs ; 2 docs )	Order Denying those portions of the Motions premised on the Rooker-Feldman Doctrine and the Johnson Act of 1934, 28 U.S.C. Section 1342, Signed on 11/28/2011 (RE: related document(s) <a href="#">40</a> Expedited Motion for (A) Determination That The Receiver Shall Continue to Operate and Administer the Sewer System Pursuant to the Receiver Order or (B) Relief From Automatic Stay or Other Appropriate Relief, <a href="#">55</a> Motion for (A) The Court to Abstain From Taking Any Action to Interfere with the Receivership Case and the Receivers Operation and Administration of Sewer System in Accordance with the Receivership Order, or (B) for Relief from the Automatic Stay to the Extent Necessary to Allow Receiver to Continue to Operate or Administer the Sewer System Under the Receivership Order,). (klt) (Entered: 11/29/2011)
12/02/2011		<a href="#">326</a> (130 pgs; 7 docs )	Supplemental Statement of Legal Issues Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s) <a href="#">40</a> Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the



			<p>sewer system, Fee Amount \$176., <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,).  (Attachments: # <a href="#">1</a> Exhibit A - part 1# <a href="#">2</a> Exhibit A - part 2# <a href="#">3</a>Exhibit Ex. A - part 3# <a href="#">4</a> Exhibit A - part 4# <a href="#">5</a> Exhibit B# <a href="#">6</a> Exhibit C)  (Larose, Lawrence) (Entered: 12/02/2011)</p>
12/02/2011		<p><a href="#">331</a>  (116 pgs;  7 docs )</p>	<p>Supplement Brief in Opposition to the Receiver's and Indenture Trustee's Stay Motions Filed by Debtor Jefferson County, Alabama (RE: related document(s)<a href="#">189</a> Response).  (Attachments: # <a href="#">1</a> Appendix A# <a href="#">2</a> Appendix B# <a href="#">3</a>Appendix C# <a href="#">4</a> Appendix D# <a href="#">5</a> Appendix E# <a href="#">6</a> Appendix F) (Darby Modified on 12/6/2011 to correct docket event wording (sld). (Entered: 12/02/2011)</p>
12/02/2011		<p><a href="#">332</a>  (26 pgs)</p>	<p>Brief BRIEF OF THE BANK GROUP CONCERNING SECTION 922 AND 928 OF THE BANKRUPTCY CODEFiled by Creditors Bank of New York Mellon, as Indenture Trustee, Lloyds TSB Bank plc, Nova Scotia, Societe Generale, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon. (Porterfield, Stephen) (Entered: 12/02/2011)</p>

12/02/2011		<a href="#">333</a> (59 pgs; 2 docs )	Joint Brief Movant's Post Hearing Brief Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">55</a> Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # <a href="#">1</a> Appendix Appendix One) (Cochran, Ryan) (Entered: 12/02/2011)
12/07/2011		<a href="#">362</a> (390 pgs)	Transcript of hearing held on: 11/21/11 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 03/6/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date

			<p>the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 12/14/2011. Redaction Request Due By 12/28/2011. Redacted Transcript Submission Due By 01/9/2012. Transcript access will be restricted through 03/6/2012. (Basham, Patricia) (Entered: 12/07/2011)</p>
<p>12/07/2011</p>		<p><a href="#">363</a> (212 pgs)</p>	<p>Transcript of hearing held on: 11/22/11 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 03/6/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901-372-</p>

			<p>0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 12/14/2011. Redaction Request Due By 12/28/2011. Redacted Transcript Submission Due By 01/9/2012. Transcript access will be restricted through 03/6/2012. (Basham, Patricia) (Entered: 12/07/2011)</p>
<p>2/12/2011</p>		<p><a href="#">405</a> (35 pages)</p>	<p>Transcript of hearing held on: 11/10/11 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is</p>

restricted through 03/12/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 12/19/2011. Redaction Request Due By 01/3/2012. Redacted Transcript Submission Due By 01/12/2012. Transcript

			access will be restricted through 03/12/2012. (Basham, Patricia) (Entered: 12/12/2011)
01/06/2012		<a href="#">509</a> (60 pgs; 2 docs)	Memorandum Opinion regarding the motions for abstention are denied. The motions for stay relief are also denied. Simultaneous with and automatically on the filing of the County's chapter 9 case, the real and personal properties constituting its sewer system were no longer in the possession or custody of the alabama receivership court. Lastly, the Net Revenues, the amount of which is subject to further determination of this Court, are not subject to the automatic stays of 11 U.S.C., Section 362(a) or 11 U.S.C. Section 922(a). A separate order incorporating the Court's decision will be entered contemporaneously with this Memorandum Opinion Signed on 1/6/2012 (RE: related document(s) <a href="#">508</a> Order (Blank)). (sld) (Entered: 01/06/2012)
01/19/2012		<a href="#">552</a> (23 pgs)	Motion to Reconsider (related documents <a href="#">508</a> Order (Blank), <a href="#">509</a> Memorandum Opinion, <a href="#">536</a> Memorandum Opinion) Jefferson County's Motion for Clarification, Amendment, or Reconsideration of the Court's Memorandum

			Opinion and Order Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 01/19/2012)
01/19/2012		<a href="#">554</a> (60 pgs; 2 docs )	Amended Memorandum Opinion (with Respect to Footnote 9) Signed on 1/19/2012 (RE: related document(s) <a href="#">509</a> Memorandum Opinion). (sld) (Entered: 01/19/2012)
01/20/2012		<a href="#">559</a> (4 pgs ; 2 docs )	Order Granting and Footnote 9 having been deleted from this Court's January 6, 2012 Memorandum Opinion by the amended Memorandum Opinion of January 19, 2012,(document number 554), the terms of this Court's January 6, 2012, Order (Doc. 508) are incorporated herein by reference; Signed on 1/20/2012 (RE: related document(s) <a href="#">552</a> Motion to Reconsider filed by Debtor Jefferson County, Alabama). (khm) (Entered: 01/20/2012)
01/23/2012		<a href="#">584</a> (17 pgs; 2 docs )	Exhibit Notice of Filing Exhibit Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">577</a> Motion to Extend Time to Appeal Under Rule 8002(c) Jefferson County's Motion for an Extension of Time to File a Notice of Appeal). (Attachments: # <a href="#">1</a> Exhibit 1) (Henderson, Jennifer) (Entered: 01/23/2012)

01/26/2012		<a href="#">596</a> (8 pgs )	Transcript of hearing held on: 01/19/2012 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 04/25/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing..
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			<p>Notice of Intent to Request Redaction Deadline Due By 2/2/2012. Redaction Request Due By 02/16/2012. Redacted Transcript Submission Due By 02/27/2012. Transcript access will be restricted through 04/25/2012. (Basham, Patricia) (Entered: 01/26/2012)</p>
<p>02/16/2012</p>		<p><a href="#">723</a> (13 pages)</p>	<p>Transcript of hearing held on: 02/09/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/16/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file</p>

			<p>the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/23/2012. Redaction Request Due By 03/8/2012. Redacted Transcript Submission Due By 03/19/2012. Transcript access will be restricted through 05/16/2012. (Basham, Patricia) (Entered: 02/16/2012)</p>
<p>02/17/2012</p>		<p><a href="#">733</a> (23 pages)</p>	<p>Transcript of hearing held on: 02/14/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-</p>

			<p>0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/24/2012. Redaction Request Due By 03/9/2012. Redacted Transcript Submission Due By 03/19/2012. Transcript access will be restricted through 05/17/2012. (Basham, Patricia) (Entered: 02/17/2012)</p>
02/17/2012		<p><a href="#">734</a> (24 pages)</p>	<p>Transcript of hearing held on: 02/15/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is</p>

restricted through 05/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/24/2012. Redaction Request Due By 03/9/2012. Redacted Transcript Submission Due By 03/19/2012. Transcript

			access will be restricted through 05/17/2012. (Basham, Patricia) (Entered: 02/17/2012)
02/23/2012		<a href="#">749</a> (189 pgs; 11 docs)	Declaration re: Declaration of EricM. Kay Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s) <a href="#">748</a> Motion for Relief from Stay , Fee Amount \$176,). (Attachments: # <a href="#">1</a> Exhibit 1# <a href="#">2</a> Exhibit 2# <a href="#">3</a> Exhibit 3-1# <a href="#">4</a> Exhibit 3-2# <a href="#">5</a> Exhibit 4# <a href="#">6</a> Exhibit 5# <a href="#">7</a> Exhibit 6# <a href="#">8</a> Exhibit 7# <a href="#">9</a> Exhibit 8# <a href="#">10</a> Certificate of Service) (Williams, Mark) (Entered: 02/23/2012)
2/23/2012		<a href="#">751</a> (47 pgs; 4 docs)	Motion to Amend and/or Alter (related documents <a href="#">535</a> Motion for Relief from Stay) Motion of CSX Transportation, Inc. to Alter or Amend and to Clarify Court's Order of February 9, 2012 Filed by Interested Party CSX Transportation, Inc. (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B# <a href="#">3</a> Exhibit C) (White, James) (Entered: 02/23/2012)
02/24/2012		<a href="#">757</a> (56 pgs)	Transcript of hearing held on: 02/23/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through

05/24/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 3/2/2012. Redaction Request Due By 03/16/2012. Redacted Transcript Submission Due By 03/26/2012. Transcript access will be restricted through 05/24/2012. (Basham, Patricia) (Entered:

			02/24/2012)
02/27/2012		<a href="#">762</a> (42 pages)	<p>Transcript of hearing held on: 01/05/2012 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/29/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made</p>

			<p>electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 3/5/2012. Redaction Request Due By 03/19/2012. Redacted Transcript Submission Due By 03/29/2012. Transcript access will be restricted through 05/29/2012. (Basham, Patricia) (Entered: 02/27/2012)</p>
<p>02/29/2012</p>		<p><a href="#">769</a> (211 pages; 10 documents)</p>	<p>Bankruptcy Court Certification for Direct Appeal pursuant to 28 U.S.C. Section 158(d) to Court of Appeals(RE: related document(s))<a href="#">564</a> Notice of Appeal, <a href="#">565</a> Notice of Appeal, <a href="#">566</a> Notice of Appeal, <a href="#">567</a> Notice of Appeal, <a href="#">568</a> Notice of Appeal, <a href="#">569</a> Notice of Appeal, <a href="#">570</a> Notice of Appeal, <a href="#">659</a> Notice of Appeal, <a href="#">730</a> Cross Appeal). (Attachments: # <a href="#">1</a> Order Denying Portions of the Motions Premised on the Rooker-Feldman Doctrine and the Johnson Act of 1934 (Doc. 302)# <a href="#">2</a> Amended Order Establishing Procedural Deadlines and Extending the Automatic Stay (Doc. 408)# <a href="#">3</a> Order Extending the Automatic Stay (Doc. 460)# <a href="#">4</a> Order Incorporating the Memorandum Opinion of January 6, 2012 (Doc. 508)# <a href="#">5</a> Memorandum</p>



			<p>Opinion of January 6, 2012 (Doc. 509)#<a href="#">6</a> Corrected Memorandum Opinion of January 6, 2012 (Doc. 536)# <a href="#">7</a> Amended Memorandum Opinion Docketed January 19, 2012 (Doc. 554)# <a href="#">8</a> Amended Order Regarding the Amended Memorandum Opinion Docketed January 20, 2012 (Doc. 559))(khm) (Entered: 02/29/2012)</p>
<p>03/04/2012</p>		<p><a href="#">777</a> (62 pgs; 5 docs )</p>	<p>Memorandum Opinion on Eligibility of Jefferson County, Alabama Under 11 U.S.C. Section 109(c); Signed on 3/4/2012 (Attachments: # <a href="#">1</a> Exhibit 1# <a href="#">2</a> Exhibit 2# <a href="#">3</a> Exhibit 3) (RE: related document(s)<a href="#">10</a> Memorandum in Support of Eligibility Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B), <a href="#">380</a>Brief filed by Creditor Bank of New York Mellon, as Indenture Trustee, <a href="#">383</a> Brief filed by Creditor Assured Guaranty Municipal Corp., <a href="#">384</a> Motion to Dismiss Debtor filed by Creditor State Street Bank and Trust Company, Creditor Lloyds TSB Bank plc, Creditor Societe Generale, <a href="#">385</a> Response filed by Creditor Bank of America, N.A.,<a href="#">387</a> Objection filed by Creditor Financial Guaranty Insurance Company, <a href="#">388</a> Response filed by Creditor JPMorgan</p>

			<p>Chase Bank, N.A.), <a href="#">390</a> Objection filed by Creditor Jeffrey Weissman, Creditor Jeffrey Weissman D.D.S., P.C., Creditor Keith Shannon, <a href="#">418</a> Reply to Indenture Trustee's Motion to Dismiss Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C # <a href="#">4</a> Exhibit D # <a href="#">5</a> Exhibit E # <a href="#">6</a> Exhibit F# <a href="#">7</a>Exhibit G part 1 # <a href="#">8</a> Exhibit G Part 2 # <a href="#">9</a> Exhibit G Part 3# <a href="#">10</a> Exhibit G Part 4 # <a href="#">11</a> Exhibit G Part 5 # <a href="#">12</a> Exhibit G Part 6 # <a href="#">13</a> Exhibit G Part 7 # <a href="#">14</a> Exhibit G Part 8 # <a href="#">15</a> Exhibit G Part 9 # <a href="#">16</a> Exhibit H # <a href="#">17</a> Exhibit I.) (afs) Modified on 3/5/2012 (kkm). (Entered: 03/04/2012)</p>
<p>03/04/2012</p>		<p><a href="#">778</a> (6 pgs ; 2 docs )</p>	<p>Order on Eligibility of Jefferson County, Alabama as a Debtor under 11 U.S.C. Section 109(c)(1)-(5);Signed on 3/4/2012 (RE: related document(s))<a href="#">777</a> Memorandum Opinion on Eligibility of Jefferson County, Alabama Under 11 U.S.C. Section 109(c); Signed on 3/4/2012 (Attachments: # <a href="#">1</a> Exhibit 1# #<a href="#">2</a> Exhibit 2# #<a href="#">3</a> Exhibit 3#) (RE: related document(s))<a href="#">10</a> Memorandum in Support of Eligibility Filed by Debtor Jefferson County, Alabama. (Attachments: #<a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B), <a href="#">380</a> Brief filed by</p>

			<p>Creditor Bank of New York Mellon, as Indenture Trustee, <a href="#">383</a> Brief filed by Creditor Assured Guaranty Municipal Corp., <a href="#">384</a> Motion to Dismiss Debtor filed by Creditor State Street Bank and Trust Company, Creditor Lloyds TSB Bank plc, Creditor Societe Generale, <a href="#">385</a> Response filed by Creditor Bank of America, N.A., <a href="#">387</a> Objection filed by Creditor Financial Guaranty Insurance Company, <a href="#">388</a> Response filed by Creditor JPMorgan Chase Bank, N.A.), <a href="#">390</a> Objection filed by Creditor Jeffrey Weissman, Creditor Jeffrey Weissman D.D.S., P.C., Creditor Keith Shannon, <a href="#">418</a> Reply to Indenture Trustee's Motion to Dismiss Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C # <a href="#">4</a> Exhibit D # <a href="#">5</a> Exhibit E # <a href="#">6</a> Exhibit F # <a href="#">7</a> Exhibit G part 1 # <a href="#">8</a> Exhibit G Part 2 # <a href="#">9</a> Exhibit G Part 3 # <a href="#">10</a> Exhibit G Part 4 # <a href="#">11</a> Exhibit G Part 5 # <a href="#">12</a> Exhibit G Part 6 # <a href="#">13</a> Exhibit G Part 7 # <a href="#">14</a> Exhibit G Part 8 # <a href="#">15</a> Exhibit G Part 9 # <a href="#">16</a> Exhibit H # <a href="#">17</a> Exhibit I.) (afs) Modified on 3/5/2012 (khm). (Entered: 03/04/2012)</p>
03/09/2012		<a href="#">798</a>	Motion to Set Last Day to

		(44 pgs; 4 docs )	File Proofs of Claim Motion for Order (i) Setting Bar Dates and Procedures for Filing Proofs of Claims, (ii) Setting the Bar Date and Procedures for Filing Requests for Allowance of Section 503(b)(9) Claims, and (iii) Approving the Form and Manner of Serving and Publishing Notices of the Bar Dates and the Entry of the Order for Relief Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A - Bar Date Notice# <a href="#">2</a> Exhibit B - 503(b)(9) Claim Form# <a href="#">3</a> Exhibit C - Proposed Order) (Bender, Jay) (Entered: 03/09/2012)
03/09/2012		<a href="#">799</a> (6 pgs ; 2 docs )	Order Granting Motion For Relief From Stay subject to the terms and conditions entered in said Order (Related Doc # <a href="#">707</a> , <a href="#">795</a> and <a href="#">789</a> ) Signed on 3/9/2012. (khn) (Entered: 03/09/2012)
03/09/2012		<a href="#">800</a> (21 pgs)	Statement Jefferson County's Amended Notice of Cross-Appeal Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">730</a> Cross Appeal). (Darby) (Entered: 03/09/2012)
03/09/2012		<a href="#">801</a> (18 pgs)	Statement Jefferson County's Amended Statement of Issues on Cross-Appeal Filed by Debtor Jefferson County,

			Alabama (RE: related document(s) <a href="#">730</a> Cross Appeal, <a href="#">731</a> Statement, <a href="#">800</a> S statement). (Darby) (Entered: 03/09/2012)
03/13/2012		<a href="#">811</a> (4 pgs )	Complaint by Financial Guaranty Insurance Company against Jefferson County, Alabama. Fee Amount \$293 (Dabney, H.) (Entered: 03/13/2012)
03/19/2012		<a href="#">838</a> (174 p gs; 8 docs )	Joint Motion for Leave to Appeal (Re Item: <a href="#">777</a> Memorandum Opinion, <a href="#">778</a> Order (Generic)) re: Order on Eligibility of Jefferson County, Alabama Under 11 U.S.C. § 109(c). Filed by Creditors JPMorgan Chase Bank, N.A., Lloyds TSB Bank plc, Nova Scotia, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon, Movant The Bank of New York Mellon, as Indenture Trustee (Attachments: # <a href="#">1</a> Exhibit 1 - Eligibility Order# <a href="#">2</a> Exhibit 2 - District Ct. Order Certifying Issue# <a href="#">3</a> Exhibit 3 - July 26, 2011 Resolution# <a href="#">4</a> Exhibit 4 - Suffolk Regional Decision# <a href="#">5</a> Exhibit 5 - Amicus Brief# <a href="#">6</a> Exhibit 6 - Memo in Support of Motion to Dismiss# <a href="#">7</a> Exhibit 7 - Transcript) (Lemke, David) (Entered: 03/19/2012)

03/19/2012		<a href="#">839</a> (68 pgs; 3 docs )	Motion for Leave to Appeal (Re Item: <a href="#">777</a> Memorandum Opinion, <a href="#">778</a> Order (Generic)) Filed by Creditor Financial Guaranty Insurance Company (Attachments: # <a href="#">1</a> Memorandum Opinion# <a href="#">2</a> Eligibility Order) (Dabney, H.) (Entered: 03/19/2012)
03/30/2012		<a href="#">847</a> (113 pgs; 3 docs )	Emergency Motion for Relief from Stay , Fee Amount \$176, Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A - Indenture# <a href="#">2</a> Exhibit B - Lease) (Darby) (Entered: 03/30/2012)
04/02/2012		<a href="#">855</a> (6 pgs ; 2 docs )	Agreed Order Granting Motion For Relief From Stay on the terms and conditions set forth herein; that the automatic stays imposed by 11 U.S.C. §§ 362 and 922, to the extent either has been imposed, if at all, by consent are modifiedsolely to the extent necessary to allow the Trustee, under the Indenture, to apply \$6,211,297.00 from the Reserve Fund to pay Debt Service on the Warrants due April 2, 2012; and this Order is without prejudice to other rights, claims and defenses of the County, the Authority, Ambac and the Trustee, including,without limitation, the applicability of the stay to the Reserve Fund and whether the Lease is a true lease subject to assumption or rejection under 11 U.S.C.

			<p>§§ 365 and 929; this Order shall not be construed as lifting or otherwise modifying the automatic stays imposed by 11 U.S.C. §§ 362 and 922 to permit any party to recover any claim against the County, its officers, or inhabitants, and the stays shall continue in effect with respect to any claim against the County, its officers, or inhabitants; this Order is without prejudice to the rights of the County pursuant to 11 U.S.C. § 904, and nothing herein is intended as or shall be deemed to constitute the Countys consent pursuant to 11 U.S.C. § 904 of the Bankruptcy Code to this Courts interference with (1) any of the political or governmental powers of the County (2) any of the property or revenues of the County, or (3) the Countys use or enjoyment of any income-producing property. (Related Doc # <a href="#">847</a>) Signed on 4/2/2012. (khm) (Entered: 04/02/2012)</p>
04/02/2012		<p><a href="#">865</a> (18 pages)</p>	<p>Statement of Issues on Appeal, Issues Presented on Appeal (Re Item: <a href="#">570</a>) Filed by Creditors Lloyds TSB Bank plc, Nova Scotia, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon (RE: related document(s) <a href="#">570</a> Notice of Appeal). (Porterfield,</p>

			Stephen) (Entered: 04/02/2012)
04/02/2012		<a href="#">866</a> (25 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Designation of Items to be Included in the Record on Appeal Taken from the Official Court Docket Filed by Creditors Lloyds TSB Bank plc, Nova Scotia, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon (RE: related document(s) <a href="#">570</a> Notice of Appeal). Appellee designation due by 04/16/2012. Transmission of Designation Due by 05/2/2012. Appellant Designation due by 04/16/2012. (Porterfield, Stephen) (Entered: 04/02/2012)
04/02/2012		<a href="#">867</a> (18 pgs)	Statement of Issues on Appeal, (Re Item: <a href="#">834</a> ) Filed by Creditor Financial Guaranty Insurance Company (RE: related document(s) <a href="#">834</a> Notice of Appeal). (Dabney, H.) (Entered: 04/02/2012)
4/02/2012		<a href="#">870</a> (120 pgs; 3 docs)	Objection to (related document(s): <a href="#">748</a> Motion for Relief from Stay , Fee Amount \$176, filed by Creditor Assured Guaranty Municipal Corp.) Jefferson County's Objection to Motion of Assured Guaranty



			<p>Municipal Corp., F/K/A Financial Security Assurance Inc. for a Determination that the Automatic Stay Does Not Apply to the Action Pending in New York State Supreme Court Or, Alternatively, Relief from the Automatic Stay Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit 1 - Syncora Complaint# <a href="#">2</a> Exhibit 2 - JPMorgan Cross Claim) (Darby) (Entered: 04/02/2012)</p>
<p>04/02/2012</p>		<p><a href="#">871</a> (187 pgs; 16 documents)</p>	<p>Objection to (related document(s): <a href="#">748</a> Motion for Relief from Stay , Fee Amount \$176, filed by Creditor Assured Guaranty Municipal Corp.) Filed by Creditors J.P. Morgan Securities, Inc., JPMorgan Chase Bank, N.A. (Attachments: # <a href="#">1</a> Affidavit Declaration of Mary Beth Forshaw# <a href="#">2</a> Exhibit Exhibit 1 to Declaration of Mary Beth Forshaw# <a href="#">3</a> Exhibit Exhibit 2 to Declaration of Mary Beth Forshaw# <a href="#">4</a> Exhibit Exhibit 3 to Declaration of Mary Beth Forshaw# <a href="#">5</a> Exhibit Exhibit 4 to Declaration of Mary Beth Forshaw# <a href="#">6</a> Exhibit Exhibit 5 to Declaration of Mary Beth Forshaw# <a href="#">7</a> Exhibit Exhibit 6 to Declaration of Mary Beth Forshaw# <a href="#">8</a> Exhibit Exhibit 7 to Declaration of Mary Beth Forshaw# <a href="#">9</a> Exhibit Exhibit 8 to Declaration of Mary Beth Forshaw# <a href="#">10</a> Exhibit Exhibit</p>

			<p>9 to Declaration of Mary Beth Forshaw# <a href="#">11</a> Exhibit Exhibit 10 to Declaration of Mary Beth Forshaw# <a href="#">12</a> Exhibit Exhibit 11 to Declaration of Mary Beth Forshaw# <a href="#">13</a> Exhibit Exhibit 12 to Declaration of Mary Beth Forshaw# <a href="#">14</a> Exhibit Exhibit 13 to Declaration of Mary Beth Forshaw# <a href="#">15</a> Exhibit Exhibit 14 to Declaration of Mary Beth Forshaw) (Hammond, Clark) (Entered: 04/02/2012)</p>
04/06/2012		<p><a href="#">889</a> (26 pages; 5 docs)</p>	<p>Order Granting Motion To Set the Last Day To File Proofs of Claim; the General Bar Date is Monday June 4, 2012 at 5:00 p.m. central time; Governmental Unit Bar Date is Friday August 31, 2012 at 5:00 p.m. central time; Section 503(b)(9) Bar Date is Monday June 4, 2012 at 5:00 p.m. central time; all proofs of claim are to be received by Claims Agent, Jefferson County Claims Processing, c/o Kurtzman Carson Consultants LLC;(Related Doc # <a href="#">798</a>) Signed on 4/6/2012. (Attachments: # <a href="#">1</a> Exhibit 1# <a href="#">2</a> Exhibit 2# <a href="#">3</a> Exhibit 3) (khm) . (Entered: 04/06/2012)</p>
04/09/2012		<p><a href="#">897</a> (10 pages)</p>	<p>Transcript of hearing held on: 04/05/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on</p>

Privacy, remote electronic access to this transcript is restricted through 07/9/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 4/16/2012. Redaction Request Due By 04/30/2012. Redacted Transcript Submission Due By

			05/10/2012. Transcript access will be restricted through 07/9/2012. (Basham, Patricia) (Entered: 04/09/2012)
04/11/2012		<a href="#">901</a> (51 pages)	Reply to (Re Item: <a href="#">748</a> , <a href="#">870</a> , <a href="#">871</a> ) /Reply of Assured Guaranty Municipal Corp.,f/k/a Financial Security Assurance Inc. to the Objections of Jefferson County, Alabama and JPMorgan Bank, N.A. and J.P. Morgan Securities LLC to Motion for a Determination that the Automatic Stay Does Not Apply to the Action Pending in New York State Supreme Court Or, Alternatively, Relief from the Automatic Stay Filed by Creditor Assured Guaranty Municipal Corp. (Williams, Mark) (Entered: 04/11/2012)
04/11/2012		<a href="#">902</a> (79 pages; 5 docs)	Declaration re: /Declaration Of Jake M. Shields In Support of the Reply of Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc. to the Objections of Jefferson County, Alabama and JPMorgan Bank, N.A. and J.P. Morgan Securities LLC to Motion for a Determination that the Automatic Stay Does Not Apply to the Action Pending in New York State Supreme Court Or, Alternatively, Relief from the Automatic

			<p>Stay Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)<a href="#">901</a> Reply). (Attachments: # <a href="#">1</a> Exhibit 1# <a href="#">2</a>Exhibit 2# <a href="#">3</a> Exhibit 3# <a href="#">4</a> Exhibit 4) (Williams, Mark) (Entered: 04/11/2012)</p>
04/12/2012		<p><a href="#">903</a> (73 pages; 5 docs )</p>	<p>Objection to (related document(s): <a href="#">845</a> Motion for Relief from Stay , Fee Amount \$176, filed by Creditor Financial Guaranty Insurance Company) Jefferson County's Objection to FGIC's Motion to Lift or Condition the Automatic Stay Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B# <a href="#">3</a> Exhibit C# <a href="#">4</a> Exhibit D) (Darby). (Entered: 04/12/2012)</p>
04/18/2012		<p><a href="#">921</a> (89 pages)</p>	<p>Transcript of hearing held on: 4/16/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 07/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number</p>

			<p>901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 4/25/2012. Redaction Request Due By 05/9/2012. Redacted Transcript Submission Due By 05/21/2012. Transcript access will be restricted through 07/17/2012. (Basham, Patricia) (Entered: 04/18/2012)</p>
04/20/2012		<p><a href="#">927</a> (27 pgs; 3 docs )</p>	<p>Motion to Amend and/or Alter (related documents <a href="#">889</a> Order on Motion To Set Last Day to File Proofs of Claim) Motion to Alter or Amend Order (I)</p>

			<p>Setting Bar Dates and Procedures for Filing Proofs of Claims, (II) Setting the Bar Date and Procedures for Filing Requests for Allowance of Section 503(B)(9) Claims, and (III) Approving the Form and Manner of Serving and Publishing Notices of the Bar Dates and the Entry of the Order for Relief Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B) (Bender, Jay) (Entered: 04/20/2012)</p>
04/20/2012		<p><a href="#">928</a> (21 pgs; 2 docs )</p>	<p>Motion to Expedite Hearing (related documents <a href="#">927</a> Motion to Amend and/or Alter) Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Proposed Order) (Bender, Jay) (Entered: 04/20/2012)</p>
4/24/2012		<p><a href="#">933</a> (9 pgs; 2 docs )</p>	<p>Order Amending Order (I) Setting Bar Dates and Procedures for Filing Proofs of Claims; (II) Setting the Bar Date and Procedures for filing requests for Allowance of Section 503(b)(9) Claims; and(III)Approving Form and Manner of Serving and Publishing the Notices of Bar Dates and the Entry of the Order of Relief; The Motion is Granted; the Bar Date Order [Docket No. 889] is amended to provide that the County shall publish the Amended Bar Date Notice, attached hereto as Exhibit 1,</p>

			<p>in The Bond Buyer and The Birmingham News, at least once a week for three consecutive weeks with the first publication to occur as soon as practicable, but no later than at least twenty-one (21) days before the General Bar Date, as defined in the Bar Date Order; Signed on 4/24/2012 (RE: related document(s)<a href="#">927</a> Motion to Amend and/or Alter filed by Debtor Jefferson County, Alabama). (khm) Modified on 4/25/2012 to correct docketing text. (khm). (Entered: 04/24/2012)</p>
04/27/2012		<p><a href="#">947</a> (2 pgs )</p>	<p>Adversary case 12-00067. Order Severing Counts III, IV, V and Counterclaims; 21 (Validity, priority or extent of lien or other interest in property)) Complaint by The Bank of New York Mellon, as Indenture Trustee , Bank of America N.A. , The Bank of Nova Scotia , Societe Generale, New York Branch , Regions Bank , The Bank of New York Mellon , State Street Bank and Trust Company , Lloyds TSB Bank plc , JPMorgan Chase Bank, N.A. , Syncora Guarantee Inc. , Guaranty Municipal Corp. against Jefferson County, Alabama . Receipt Number 0, Fee Amount \$293 (khm) (Entered: 04/27/2012)</p>
04/27/2012		<p><a href="#">948</a> (65 pgs; )</p>	<p>Stipulation By Assured Guaranty Municipal Corp., Jefferson County, Alabama</p>



		9 docs )	and Stipulation Regarding the Submission of Certain Exhibits in Connection with the Motion of Assured Guaranty Municipal Corp., f/k/a Financial Security Assurance Inc. for a Determination that the Automatic Stay Does Not Apply to the Action Pending in New York State Supreme Court or, Alternatively, Relief From the Automatic Stay. Filed by Creditor Assured Guaranty Municipal Corp., Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B# <a href="#">3</a> Exhibit C# <a href="#">4</a> Exhibit D# <a href="#">5</a> Exhibit E# <a href="#">6</a> Exhibit F# <a href="#">7</a> Exhibit G - Part 1# <a href="#">8</a> Exhibit G - Part 2) (Darby) (Entered: 04/27/2012)
04/30/2012		<a href="#">951</a> (30 pages; 2 docs )	Response to (Re Item: <a href="#">903</a> Objection filed by Debtor Jefferson County, Alabama) Filed by Creditor Financial Guaranty Insurance Company (Attachments: # <a href="#">1</a> Exhibit A) (Dabney, H.). (Entered: 04/30/2012)
04/30/2012		<a href="#">952</a> (68 pages)	Certificate of Service re: Last Day To File Proofs of Claim Filed by Other Professional Kurtzman Carson Consultants LLC (RE: related document(s) <a href="#">889</a> Order on Motion To Set Last Day to File Proofs of Claim). (Kass, Albert) (Entered: 04/30/2012)

			04/30/2012)
04/30/2012		<a href="#">953</a> (28 pgs; 2 docs )	Motion for 2004 Examination of Black & Veatch Corporation and for Production of Related Documents Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Proposed Order) (Henderson, Jennifer) (Entered: 04/30/2012)
05/01/2012		<a href="#">958</a> (73 pgs; 7 docs)	Objection to (related document(s): <a href="#">899</a> Motion for Relief from Stay, Fee Amount \$176,) Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B# <a href="#">3</a> Exhibit C# <a href="#">4</a> Exhibit D# <a href="#">5</a> Exhibit E# <a href="#">6</a> Exhibit F) (Henderson, Jennifer) (Entered: 05/01/2012)
05/01/2012		<a href="#">959</a> (18 pgs)	Statement Jefferson County's Agenda for Hearing Scheduled for May 3, 2012 at 9:00 a.m. Filed by Debtor Jefferson County, Alabama. (Henderson, Jennifer) (Entered: 05/01/2012)
05/02/2012		<a href="#">960</a> (369 pgs)	Transcript of hearing held on: 04/11/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 07/31/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber J&J Court Transcribers, Inc., telephone number 609-586-2311. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The

			<p>redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 5/9/2012. Redaction Request Due By 05/23/2012. Redacted Transcript Submission Due By 06/4/2012. Transcript access will be restricted through 07/31/2012. (Bowen, James) (Entered: 05/02/2012)</p>
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05/02/2012		<p><a href="#">96</a> <a href="#">1</a> (477 pages)</p>	<p>Transcript of hearing held on: 04/12/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 07/31/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber J&amp;J Court Transcribers, Inc., telephone number 609-586-2311. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 5/9/2012. Redaction Request Due By 05/23/2012. Redacted Transcript Submission Due By 06/4/2012. Transcript access will be restricted through 07/31/2012. (Bowen, James) (Entered: 05/02/2012)</p>
05/03/2012		<p><a href="#">96</a> <a href="#">2</a> (6 pages)</p>	<p>Order Sustaining the Objection and Order Denying Motion For Relief From Stay; (Related Doc # <a href="#">899</a> and <a href="#">958</a>) Signed on 5/3/2012. (sld) (Entered: 05/03/2012)</p>

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05/ 22/ 20 12		<a href="#">99</a> <a href="#">7</a> (4 9 pg s; 3 do cs)	Notice to Creditors /Notice Filed by Syncora Guarantee Inc. to Transferees and Potential Transferees of the Possible Subordination of Claims Held by JPMorgan Chase Bank, N.A. and JPMorgan Securities, Inc.. (Attachments: # <a href="#">1</a> Exhibit A part 1# <a href="#">2</a> Exhibit A part 2) (Kay, Eric) (Entered: 05/22/2012)
05/ 24/ 20 12		<a href="#">10</a> <a href="#">03</a> (4 8 pg s)	Transcript of hearing held on: 05/03/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 08/22/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 5/31/2012. Redaction Request Due By 06/14/2012. Redacted Transcript Submission Due By 06/25/2012. Transcript access will be restricted through 08/22/2012. (Basham, Patricia) (Entered: 05/24/2012)
5/3 0/2 01 2		<a href="#">10</a> <a href="#">16</a> (1 4 pg	Transcript of hearing held on: 05/24/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 08/28/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact

		s)	<p>the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 6/6/2012. Redaction Request Due By 06/20/2012. Redacted Transcript Submission Due By 07/2/2012. Transcript access will be restricted through 08/28/2012. (Basham, Patricia) (Entered: 05/30/2012)</p>
05/30/2012		<p><a href="#">10</a> <a href="#">17</a></p> <p>(30 pages) do cs)</p>	<p>Objection to (related document(s): <a href="#">1006</a> Motion for Adequate Protection filed by Creditor Syncora Guarantee, Inc., <a href="#">1009</a> Joinder filed by Creditor Assured Guaranty Municipal Corp.) Jefferson County's Opposition to Syncora's Emergency Motion Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B) (Darby) (Entered: 05/30/2012)</p>
06/04/2012		<p><a href="#">10</a> <a href="#">45</a></p> <p>(108 pages) d oc s)</p>	<p>Notice of filing of claim # in the amount of 1630000000 by Calvin Grigsby on behalf of Roderick Royal, etc. al. Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL. (Attachments: # <a href="#">1</a> Exhibit # <a href="#">2</a> Exhibit # <a href="#">3</a> Exhibit # <a href="#">4</a> Exhibit # <a href="#">5</a> Exhibit # <a href="#">6</a> Exhibit # <a href="#">7</a> Exhibit # <a href="#">8</a> Exhibit # <a href="#">9</a> Exhibit # <a href="#">10</a> Exhibit # <a href="#">11</a> Exhibit # <a href="#">12</a> Exhibit # <a href="#">13</a> Exhibit # <a href="#">14</a> Exhibit # <a href="#">15</a> Exhibit # <a href="#">16</a> Exhibit)(Sullivan, David) (Entered: 06/04/2012)</p>

06/ 04/ 20 12		<a href="#">10</a> <a href="#">46</a>  (1 7 pg s; 2 do cs)	Statement Notice of Sewer Rate Hearings Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit A) (Darby) (Entered: 06/04/2012)
/05 /20 12		<a href="#">10</a> <a href="#">48</a>  (2 pg s; 2 do cs)	Notice of Deficient Filing or Incorrect Event: PROBLEM: The filer, Calvin Grigsby, Attorney for Roderick Royal, has filed a proof of claim in the main case. The claim needs to be filed in the claims register SOLUTION: The filer, Calvin Grigsby, Attorney for Roderick Royal, should enter a corrective entry stating these matters were filed incorrectly. The claims should then be re-filed under Bankruptcy then File Claims. If the filer does not complete the SOLUTION within two business days of this Notice, the Court may deny the requested relief, or the Clerk's Office may take no further action. (RE: related document(s) <a href="#">1041</a> Notice of Filing of Claim by Debtor, Trustee or Other Entity filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL, <a href="#">1045</a> Notice of Filing of Claim by Debtor, Trustee or Other Entity filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL). (khm) (Entered: 06/05/2012)
/05 /20 12		<a href="#">10</a> <a href="#">54</a>  (4 8)	Transcript of hearing held on: 05/31/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 09/4/2012. To review the transcript for redaction purposes, you may purchase a copy from the

		pg s)	transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 6/12/2012. Redaction Request Due By 06/26/2012. Redacted Transcript Submission Due By 07/6/2012. Transcript access will be restricted through 09/4/2012. (Basham, Patricia) (Entered: 06/05/2012)
06/ 18/ 20 12		<a href="#">10</a> <a href="#">69</a>  (5 pg s; 2 do cs)	Notice of Hearing on (RE: related document(s) <a href="#">1042</a> Motion for Class Action Certification filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL). Hearing scheduled 7/25/2012 at 09:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham. (khn) (Entered: 06/18/2012)
06/ 19/ 20 12		<a href="#">10</a> <a href="#">73</a>  (7 pg s; 2 do cs)	Agreed Order Regarding Motion for Relief from Stay, the automatic stays imposed by 11 U.S.C. §§ 362 and 922 are modified to the extent necessary to allow the Movants to prosecute their pending appeals in the Supreme Court of Alabama, Case Nos. 1101270 and 1101361 (the Appeals);the automatic stays imposed by 11 U.S.C. §§ 362 and 922 remain in full force and effect with respect to the enforcement of any monetary claim or judgment against Jefferson County, Alabama (the County), the Jefferson County Commission (the Commission) or the Jefferson County Commissioners (the Commissioners)and the County, the Commission and the Commissioners reserve all rights, claims and defenses with regard to the Appeals and all other claims or causes of action;

			Signed on 6/19/2012 (RE: related document(s) <a href="#">1021</a> Motion for Relief from Stay filed by Creditor Carmella S. Macon, Creditor William L. Casey). (khm) (Entered: 06/19/2012)
07/ 05/ 20 12		<a href="#">11</a> <a href="#">04</a>  (2 7 pg s)	Motion to Reconsider (related documents <a href="#">1101</a> Order (Generic)) Jefferson County's Motion for Reconsideration, Clarification, or Amendment of the Court's Memorandum Opinion and Order Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 07/05/2012)
07/ 10/ 20 12		<a href="#">11</a> <a href="#">10</a>  (2 9 pg s; 3 do cs)	Motion to Compel Deadline for Debtor to File a Plan for the Adjustment of its Debts Filed by Creditor Assured Guaranty Municipal Corp. (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B) (Larose, Lawrence) (Entered: 07/10/2012)
07/ 10/ 20 12		<a href="#">11</a> <a href="#">11</a>  (2 0 pg s)	Statement Jefferson County's Agenda for Hearing Scheduled for July 12, 2012 at 9:00 A.M. Filed by Debtor Jefferson County, Alabama. (Bailey, James) (Entered: 07/10/2012)
07/ 10/ 20 12		<a href="#">11</a> <a href="#">12</a>  (2 4 pg s)	Transcript of hearing held on: 6/6/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 10/9/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and



			<p>home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 7/17/2012. Redaction Request Due By 07/31/2012. Redacted Transcript Submission Due By 08/10/2012. Transcript access will be restricted through 10/9/2012. (Basham, Patricia) (Entered: 07/10/2012)</p>
07/10/2012		<p><a href="#">11</a> <a href="#">13</a> (8 pg s)</p>	<p>Statement of National Public Finance Guarantee Corporation ("National") in Support of the Appointment of an Official Committee of Unsecured Creditors and of National's Inclusion on the Committee Filed by Creditor National Public Finance Guarantee Corporation. (Goldman, Benjamin) (Entered: 07/10/2012)</p>
07/11/2012		<p><a href="#">11</a> <a href="#">15</a> (1 5 pg s)</p>	<p>Supplemental Statement of Proposed Creditors' Committee in Support of Appointment of Official Committee Filed by Attorney Counsel to the Proposed [Official] Committee of Jefferson County Unsecured Creditors (RE: related document(s)<a href="#">969</a> Bankruptcy Administrator's Notice, <a href="#">1027</a> Statement, <a href="#">1043</a> Response, <a href="#">1075</a> Courtroom Notes Continuing/Rescheduling, <a href="#">1106</a> Bankruptcy Administrator's Report to Court, <a href="#">1113</a> Statement). (Carr, James) (Entered: 07/11/2012)</p>
07/11/2012		<p>11 16</p>	<p>Hearing Scheduled (RE: related document(s)<a href="#">1027</a> Statement filed by Attorney Counsel to the Proposed [Official] Committee of Jefferson County Unsecured Creditors, <a href="#">1043</a> Response filed by Debtor Jefferson County, Alabama,<a href="#">1106</a> Bankruptcy Administrator's Report to Court filed by Bankruptcy Administrator J Thomas Corbett). Hearing scheduled 7/12/2012 at 09:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham. (afs) (Entered: 07/11/2012)</p>
07/11/2012		<p><a href="#">11</a> <a href="#">17</a> (4</p>	<p>Complaint by ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON</p>

12		59 p gs; 6 do cs)	RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL against Jefferson County, Alabama. Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B1# <a href="#">3</a> Exhibit B2# <a href="#">4</a> Exhibit B3# <a href="#">5</a> Exhibit C) (Sullivan, David) (Entered: 07/11/2012)
7/1 1/2 01 2		<a href="#">11</a> <a href="#">18</a>  (1 1 pg s)	Intervenor's Motion for Class Action Certification of THEIR CLASS COMPLAINT IN INTERVENTION PURSUANT TO BANKRUPTCY RULES 7023 AND 9014 AND RULE 23 OF THE FEDERAL RULES OF CIVIL PROCEDURE Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Sullivan, David) (Entered: 07/11/2012)
13/ 20 12		11 21	CORRECTIVE ENTRY Should have filed for Adversay Proceeding 12-00016 Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (RE: related document(s) <a href="#">1118</a> Intervenor's Motion for Class Action Certification of THEIR CLASS COMPLAINT IN INTERVENTION PURSUANT TO BANKRUPTCY RULES 7023 AND 9014 AND RULE 23 OF THE FEDERAL RULES OF CIVIL PROCEDURE). (Sullivan, David) (Entered: 07/13/2012)
07/ 13/ 20 12		11 22	CORRECTIVE ENTRY Should have filed for Adversay Proceeding 12-00016 Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (RE: related document(s) <a href="#">1117</a> Complaint). (Sullivan, David) (Entered: 07/13/2012)

07/ 13/ 20 12		<a href="#">11</a> <a href="#">23</a>  (4 59 p gs; 6 do cs)	Complaint by REGINALD THREADGILL, DAVID RUSSELL, RODERICK ROYAL, JOHN ROGERS, SHARON RICE, SHARON OWENS, WILLIAM MUHAMMAD, MARY MOORE, FREDDIE JONES II, STEVEN HOYT, RICKY DAVIS JR., CARLYN CULPEPPER, ANGELINA BLACKMON, ANDREW BENNETT against Jefferson County, Alabama. Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B1# <a href="#">3</a> Exhibit B2# <a href="#">4</a> Exhibit B3# <a href="#">5</a> Exhibit C) (Sullivan, David) (Entered: 07/13/2012)
07/ 13/ 20 12		<a href="#">11</a> <a href="#">24</a>  (4 pg s; 2 do cs)	Motion to Continue Hearing On (related documents <a href="#">1042</a> Motion for Class Action Certification, <a href="#">1103</a> Notice of Hearing) CERTIFICATION OF CLASS PROOFS OF CLAIM Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Attachments: # <a href="#">1</a> Proposed Order) (Sullivan, David) (Entered: 07/13/2012)
13/ 20 12		<a href="#">11</a> <a href="#">27</a>  (6 pg s; 2 do cs)	Order Regarding Recommendation of Appointment of Unsecured Creditors' Committee, for good cause shown, the matters set forth in the Notice, the Report and the Responses are MOOT; Signed on 7/13/2012 (RE: related document(s) <a href="#">969</a> Bankruptcy Administrator's Notice filed by Bankruptcy Administrator J Thomas Corbett, <a href="#">1027</a> Statement filed by Attorney Counsel to the Proposed [Official] Committee of Jefferson County Unsecured Creditors, <a href="#">1043</a> Response filed by Debtor Jefferson County, Alabama, <a href="#">1106</a> Bankruptcy Administrator's Report to Court filed by Bankruptcy Administrator J Thomas Corbett, <a href="#">1113</a> Statement filed by Creditor National Public Finance Guarantee Corporation, <a href="#">1115</a> Statement filed by Attorney Counsel to the Proposed [Official] Committee of Jefferson County Unsecured Creditors). (khm) (Entered: 07/16/2012)
07/ 13/ 20 12		<a href="#">11</a> <a href="#">28</a>  (6 pg	Order Regarding Jefferson County's Motion to Modify the Automatic Stays with Respect to a Certain Appeal to the Supreme Court of Alabama, the stay relief sought in the Motion is Granted; (Related Doc # <a href="#">1074</a> ) Signed on 7/13/2012. (khm)

		s; 2 do cs)	(Entered: 07/16/2012)
07/ 17/ 20 12		<a href="#">11 29</a>  (3 3 pg s)	Objection to (related document(s): <a href="#">1042</a> First Motion for Class Action Certification of their Class Proofs of Claim Pursuant to Bankruptcy Rules 7023 and 9014 and Rule 23 of the Federal Rules of Civil Procedure filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL) Filed by Creditor Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 07/17/2012)
07/ 17/ 20 12		<a href="#">11 30</a>  (2 pg s)	Statementby Syncora Guarantee Inc. having deposited additional appellate fee Filed by Creditor Syncora Guarantee, Inc.. (Carmody, Richard) (Entered: 07/17/2012)
07/ 17/ 20 12		<a href="#">11 31</a>  (2 2 pg s)	Response to (Re Item: <a href="#">1090</a> Statement filed by Debtor Jefferson County, Alabama) Filed by Creditor Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 07/17/2012)
07/ 17/ 20 12		<a href="#">11 32</a>  (5 pg s; 2 do	Notice and Order Signed on 7/17/2012 that Motion to Continue Granted in Part, foregoing matter continued. The hearing scheduled for July 25, 2012, on this matter will not be held. (RE: related document(s) <a href="#">1042</a> Motion for Class Action Certification filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor

		cs)	REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL, <a href="#">1124</a> Motion to Continue Hearing filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL). Hearing scheduled 8/8/2012 at 09:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham. (cvc) (Entered: 07/17/2012)
07/ 24/ 20 12		<a href="#">11 63</a>  (6 pg s; 2 do cs)	Notice of Partial Transfer of Claim (Claim Number 1194) other than for Security. Transferor: Lloyds TSB Bank PLC to Transferee: Emerald Eagle Holdings LLC Filed by Creditor Lloyds TSB Bank plc . (khn) (Entered: 07/24/2012)
07/ 24/ 20 12		<a href="#">11 64</a>  (2 4 pg s)	Motion for Relief from Stay Jefferson County's Motion to Modify the Automatic Stays with Respect to a Certain Appeal to the Supreme Court of Alabama, Fee Amount \$176, Filed by Debtor Jefferson County, Alabama (Darby). (Entered: 07/24/2012)
07/ 24/ 20 12		<a href="#">11 65</a>  (7 pg s; 2 do cs)	Notice of Partial Transfer of Claim (Claim Number 1194) other than for Security. Transferor: Lloyds TSB Bank PLC to Transferee: Emerald Eagle Holdings South Filed by Creditor Lloyds TSB Bank plc . (khn) (Entered: 07/25/2012)

07/24/2012		<a href="#">1166</a> (6 pgs; 2 docs)	Notice of Partial Transfer of Claim (Claim Number 1199) other than for Security. Transferor: Lloyds TSB Bank PLC to Transferee: Emerald Eagle Hodlings, LLC Filed by Creditor Lloyds TSB Bank plc . (kkm) (Entered: 07/25/2012)
07/25/2012		<a href="#">1168</a> (4 8 pgs; 3 docs)	Reply to (Re Item: <a href="#">1129</a> ) INDENTURE TRUSTEE'S RESPONSE AND OBJECTION TO MOTION SEEKING CERTIFICATION OF A CLASS PROOF OF CLAIM BY THE ROYAL CLAIMANTS Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B) (Sullivan, David) (Entered: 07/25/2012)
07/27/2012		<a href="#">1176</a> (2 8 pgs)	Transcript of hearing held on: 07/25/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 10/25/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 8/3/2012. Redaction Request Due By 08/17/2012. Redacted Transcript Submission Due By 08/27/2012. Transcript access will be restricted through

			10/25/2012. (Basham, Patricia) (Entered: 07/27/2012)
07/27/2012		<a href="#">12</a> <a href="#">28</a> (5 pg s; 3 do cs)	Notice of Partial Transfer of Claims (claim numbers 1037, 1201 and 1203) . Transferor: Societe Generale to Transferee: Fundamental Partners LP . (kkm) (Entered: 08/13/2012)
07/27/2012		<a href="#">12</a> <a href="#">55</a> (8 3 pg s; 5 do cs)	Notice of Transfer and Assignment of Claim Transferor: Lloyds TSB Bank PLC to Transferee: Barclays Bank PLC Claim Numbers 1194 and 1199(Attachments: # <a href="#">1</a> attachment # <a href="#">2</a> attachment # <a href="#">3</a> attachment)(kkm) (Entered: 08/27/2012)
07/31/2012		<a href="#">11</a> <a href="#">83</a> (4 3 pg s)	Objection to (related document(s): <a href="#">1042</a> First Motion for Class Action Certification of their Class Proofs of Claim Pursuant to Bankruptcy Rules 7023 and 9014 and Rule 23 of the Federal Rules of Civil Procedure filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL) Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 07/31/2012)
08/02/2012		<a href="#">11</a> <a href="#">86</a> (1 5 pg	Transcript of hearing held on: 07/12/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 10/31/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact

		s)	<p>the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 8/9/2012. Redaction Request Due By 08/23/2012. Redacted Transcript Submission Due By 09/4/2012. Transcript access will be restricted through 10/31/2012. (Basham, Patricia) (Entered: 08/02/2012)</p>
08/06/2012		<p><a href="#">11</a> <a href="#">92</a></p> <p>(2 6 pg s; 2 do cs)</p>	<p>Omnibus Reply to (Re Item: <a href="#">1110</a>, <a href="#">1180</a>, <a href="#">1182</a>, <a href="#">1184</a>) to Objections to Motion to Set Deadline for Debtor to File a Plan for the Adjustment of its Debts Filed by Creditor Assured Guaranty Municipal Corp. (Attachments: # <a href="#">1</a> Exhibit A) (Larose, Lawrence) (Entered: 08/06/2012)</p>
08/06/2012		<p><a href="#">11</a> <a href="#">93</a></p> <p>(2 6 pg s)</p>	<p>Reply to (Re Item: <a href="#">1173</a>, <a href="#">1181</a>) - Trustee's Reply to County's Response to Motion for Rule 2004 Examination of Debtor and For Production of Related Documents. Filed by Creditor Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 08/06/2012)</p>
08/06/2012		<p><a href="#">11</a> <a href="#">94</a></p> <p>(1 9 pg</p>	<p>Reply to (Re Item: <a href="#">1110</a>, <a href="#">1182</a>) of Indenture Trustee to Jefferson County's Objection to Assured's Motion to Set Deadline for Debtor to File a Plan for the Adjustment of Its Debts. Filed by Creditor Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 08/06/2012)</p>



		s)	
08/ 06/ 20 12		<a href="#">11</a> <a href="#">95</a>  (1 2 pg s)	Response to (Re Item: <a href="#">1110</a> Motion to Compel Deadline for Debtor to File a Plan for the Adjustment of its Debts filed by Creditor Assured Guaranty Municipal Corp.) Response of Syncora Guarantee Inc. to Jefferson County's Objection to Assured's Motion to Set Deadline for Debtor to File a Plan for the Adjustment of its Debts Filed by Creditor Syncora Guarantee, Inc. (Carmody, Richard) (Entered: 08/06/2012)
08/ 06/ 20 12		<a href="#">11</a> <a href="#">96</a>  (2 3 pg s)	Response to (Re Item: <a href="#">1160</a> Motion for Relief from Stay, Receipt Number O, Fee Amount \$176, filed by Movant Janay Wright) Jefferson County's Response to Motion for Relief from Stay Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 08/06/2012)
08/ 06/ 20 12		<a href="#">11</a> <a href="#">99</a>  (2 3 pg s)	Amended Report to Court Jefferson County's Amended Agenda for Hearing Scheduled for August 8, 2012 at 9:00 a.m. Filed by Debtor Jefferson County, Alabama. (Henderson, Jennifer) (Entered: 08/06/2012)
08/ 06/ 20 12		<a href="#">12</a> <a href="#">00</a>  (8 7 pg s; 3 do cs)	Reply to (Re Item: <a href="#">1183</a> ) ROYAL RATEPAYER CLAIMANTS TO JEFFERSON COUNTY'S OPPOSITION TO MOTION TO CERTIFY A CLASS Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B) (Sullivan, David) (Entered: 08/06/2012)
08/ 08/ 20 12		<a href="#">12</a> <a href="#">10</a>  (6 pg	Notice of Partial Transfer of Claims (claim number 1194) Other than for Security. Transferor: Lloyds TSB Bank, Plc to Transferee: Fundamental Partners, II LP Filed by Creditor Lloyds TSB Bank plc . (khn) (Entered: 08/08/2012)

		s; 3 do cs)	
08/ 08/ 20 12		<a href="#">12</a> <a href="#">11</a> (6 pg s; 3 do cs)	Notice of Partial Transfer of Claims (claim number 1199) Other than for Security. Transferor: Lloyds TSB Bank, PLC to Transferee: Fundamental Partners II LP Filed by Creditor Lloyds TSB Bank plc . (khm) (Entered: 08/08/2012)
8/1 5/2 01 2		<a href="#">12</a> <a href="#">32</a> (6 pg s; 2 do cs)	Order Regarding Motion to Certify Class Proof of Claim, the Motion to Certify class Proof of Claim, the Responses and the Reply are deemed Moot; Signed on 8/15/2012 (RE: related document(s) <a href="#">1042</a> Motion for Class Action Certification filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL, <a href="#">1129</a> Objection filed by Creditor Bank of New York Mellon, as Indenture Trustee, <a href="#">1168</a> Reply filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL, <a href="#">1183</a> Objection filed by Debtor Jefferson County, Alabama). (khm) (Entered: 08/15/2012)
08/ 15/ 20 12		<a href="#">12</a> <a href="#">33</a> (1 3 pg	Adversary case 12-00120. 21 (Validity, priority or extent of lien or other interest in property)) Complaint by The Bank of New York Mellon, as Indenture Trustee , Bank of America N.A. , The Bank of Nova Scotia , Societe Generale, New York Branch , The Bank of New York Mellon , State Street Bank and Trust Company , JPMorgan Chase Bank, N.A. , Syncora Guarantee,

		s; 2 do cs)	Inc. , Guaranty Municipal Corp. against Jefferson County, Alabama . Receipt Number 0, Fee Amount \$293 (Attachments: # <u>1</u> Motion for Class Action Certification) (khm) (Entered: 08/15/2012)
08/ 29/ 20 12		<u>12</u> <u>64</u>  (4 2 pg s)	Response to (Re Item: <u>1256</u> Motion to Impose Automatic Stay Emergency Motion to Enforce the Automatic Stays filed by Debtor Jefferson County, Alabama) Filed by Respondents William A Bell Sr, City of Birmingham, Alabama (Hall, Michael) (Entered: 08/29/2012)
08/ 29/ 20 12		<u>12</u> <u>65</u>  (4 1 pg s; 3 do cs)	Reply to (Re Item: <u>1256</u> , <u>1264</u> ) Reply to the City of Birmingham's and William A. Bell's Response to Debtor's Emergency Motion to Enforce the Automatic Stays Filed by Debtor Jefferson County, Alabama (Attachments: # <u>1</u> Exhibit A # <u>2</u> Exhibit B) (Darby) (Entered: 08/29/2012)
09/ 04/ 20 12		<u>12</u> <u>72</u>  (3 9 pg s)	Transcript of hearing held on: 08/30/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 12/3/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request

			Redaction Deadline Due By 9/11/2012. Redaction Request Due By 09/25/2012. Redacted Transcript Submission Due By 10/5/2012. Transcript access will be restricted through 12/3/2012. (Basham, Patricia) (Entered: 09/04/2012)
09/05/2012		<a href="#">1273</a> (44 pages; 3 documents)	Objection Filed by Creditor Ambac Assurance Corporation (RE: related document(s) <a href="#">1245</a> Motion to Reject Lease or Executory Contract Motion to Approve the County's Rejection of the Bessemer Courthouse Lease Pursuant to 11 U.S.C. 365). (Attachments: # <a href="#">1</a> Part Two # <a href="#">2</a> Part Three) (Denaburg, Charles) Modified on 9/5/2012 to correct docketing text(khm). (Entered: 09/05/2012)
09/06/2012		<a href="#">1278</a> (94 pages; 7 documents)	Motion for Relief from Stay Bessemer, Fee Amount \$176, Filed by Creditor City of Bessemer, Alabama (Attachments: # <a href="#">1</a> Brief in Support of Motion # <a href="#">2</a> Exhibit A # <a href="#">3</a> Exhibit B # <a href="#">4</a> Exhibit C # <a href="#">5</a> Exhibit D # <a href="#">6</a> Exhibit E) (Paden, R) (Entered: 09/06/2012)
09/06/2012			Receipt of Motion for Relief from Stay(11-05736-TBB9) [motion,mrlfsty] ( 176.00) Filing Fee. Receipt number 13975139. Fee Amount 176.00 (re:Doc# <a href="#">1278</a> ) (U.S. Treasury) (Entered: 09/06/2012)
09/06/2012		<a href="#">1279</a> (555 pages; 11 documents)	Complaint by ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL against Haskell Slaughter Young & Rediker, LLC, Assured Guaranty Municipal Corp., Bank of America, N.A., Bank of New York Mellon, as Indenture Trustee, Financial Guaranty Insurance Company, J.P. Morgan Securities, Inc., JPMorgan Chase Bank, N.A., Lloyds TSB Bank plc, Nova Scotia, Societe Generale, Societe Generale,

		s)	State Street Bank and Trust Company, Syncora Guarantee, Inc., The Bank of New York Mellon. Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit A (Part 1) # <a href="#">2</a> Exhibit A (Part 2) # <a href="#">3</a> Exhibit B # <a href="#">4</a> Exhibit C (Part 1) # <a href="#">5</a> Exhibit C (Part 2) # <a href="#">6</a> Exhibit C (Part 3) # <a href="#">7</a> Exhibit D # <a href="#">8</a> Exhibit E # <a href="#">9</a> Exhibit F # <a href="#">10</a> Exhibit G) (Sullivan, David) (Entered: 09/06/2012)
09/06/2012		<a href="#">12</a> <a href="#">83</a>  (5 55 p gs; 11 d oc s)	Complaint filed by Ratepayer-Plaintiffs against Defendants Jefferson County, Alabama , The Bank of New York Mellon, as Indenture Trustee etc., al . Receipt Number 0, Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit A (Part 1) # <a href="#">2</a> Exhibit A (Part 2) # <a href="#">3</a> Exhibit B # <a href="#">4</a> Exhibit C (Part 1) # <a href="#">5</a> Exhibit C (Part 2) # <a href="#">6</a> Exhibit C (Part 3) # <a href="#">7</a> Exhibit D # <a href="#">8</a> Exhibit E # <a href="#">9</a> Exhibit F # <a href="#">10</a> Exhibit G) (khm) (Entered: 09/07/2012)
09/07/2012		<a href="#">12</a> <a href="#">80</a>  (2 6 pg s)	Objection to (related document(s): <a href="#">1245</a> Motion to Reject Lease or Executory Contract Motion to Approve the County's Rejection of the Bessemer Courthouse Lease Pursuant to 11 U.S.C. 365 filed by Debtor Jefferson County, Alabama) Filed by Interested Party Matthew Howard (Clemon, U) (Entered: 09/07/2012)
09/07/2012		<a href="#">12</a> <a href="#">81</a>  (5 pg s; 2 do cs)	Order Transferring Complaint to AP Case Number 12-00120; Signed on 9/7/2012 (RE: related document(s) <a href="#">1279</a> Complaint filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL). (khm) (Entered: 09/07/2012)
09/11/2012		<a href="#">12</a> <a href="#">87</a>  (7 4	Reply to (Re Item: <a href="#">1273</a> , <a href="#">1274</a> , <a href="#">1276</a> , <a href="#">1278</a> , <a href="#">1280</a> ) Jefferson County's Omnibus Reply to the Objections Filed in Response to the Motion to Approve the County's Rejection of the Bessemer Courthouse Lease Pursuant to 11 U.S.C. 365(a) Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A

		pgs; 6 docs)	# <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C # <a href="#">4</a> Exhibit D # <a href="#">5</a> Exhibit E) (Darby) (Entered: 09/11/2012)
09/ 11/ 20 12		<a href="#">12</a> <a href="#">94</a>  (1 9 pgs)	Adversary case 12-00133. 91 (Declaratory judgment) Complaint by City of Birmingham, Alabama, William A Bell Sr, STATE OF ALABAMA, EX REL against Jefferson County Commisson, David Carrington, Jimmie Stephens, T. Joe Knight. Fee Amount \$293 (Hall, Michael) (Entered: 09/11/2012)
09/ 12/ 20 12		<a href="#">12</a> <a href="#">99</a>  (1 46 pgs; 6 docs)	Statement Third Periodic Status Report Concerning the Sewer Ratemaking Process Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C # <a href="#">4</a> Exhibit D Part 1 # <a href="#">5</a> Exhibit D Part 2) (Darby) (Entered: 09/12/2012)
09/ 18/ 20 12		<a href="#">13</a> <a href="#">07</a>  (3 7 pgs)	Transcript of hearing held on: 09/13/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 12/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar

			days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 9/25/2012. Redaction Request Due By 10/9/2012. Redacted Transcript Submission Due By 10/19/2012. Transcript access will be restricted through 12/17/2012. (Basham, Patricia) (Entered: 09/18/2012)
09/20/2012		<a href="#">13</a> <a href="#">09</a>  (2 1 pg s)	Motion for Abstention Filed by Respondents William A Bell Sr, City of Birmingham, Alabama <a href="#">1296</a> (Hall, Michael) Modified on 9/24/2012 to relate to correct pleading(khm). (Entered: 09/20/2012)
09/21/2012		<a href="#">13</a> <a href="#">11</a>  (7 1 pg s; 4 do cs)	Joint Motion for Approval of Agreement Regarding Termination of Forward Delivery Agreement Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A - Part 1 (Forward Delivery Agreement) # <a href="#">2</a> Exhibit A - Part 2 (Forward Delivery Agreement) # <a href="#">3</a> Exhibit A - Part 3 (Forward Delivery Agreement)) (Hawkins, Christopher) (Entered: 09/21/2012)
09/25/2012		<a href="#">13</a> <a href="#">24</a>  (7 pg s; 2 do cs)	Order Granting Joint Motion to Approve Stipulation Regarding Termination of Reserve Fund Forward Delivery Agreement Signed on 9/25/2012 (RE: related document(s) <a href="#">1311</a> Motion for Approval of Agreement filed by Debtor Jefferson County, Alabama). (sld) (Entered: 09/25/2012)
09/25/2012		<a href="#">13</a> <a href="#">26</a>  (5 1 pg	Response to (Re Item: <a href="#">1296</a> Motion for Relief from Stay in the Alternative Motion for Determination of the Applicability of the Automatic Stay, Fee Amount \$176, filed by Respondent City of Birmingham, Alabama, Respondent William A Bell) Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 09/25/2012)

		s)	
09/ 25/ 20 12		<a href="#">13</a> <a href="#">27</a> (2 4 pg s)	Response to (Re Item: <a href="#">1309</a> Motion for Abstention filed by Respondent City of Birmingham, Alabama, Respondent William A Bell) Jefferson County's Response to Motion for Abstention Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 09/25/2012)
10/ 17/ 20 12		<a href="#">13</a> <a href="#">62</a> (2 0 pg s)	Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 (Huckaby, James) (Entered: 10/17/2012)
10/ 17/ 20 12		<a href="#">13</a> <a href="#">63</a> (2 0 pg s)	Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 (Huckaby, James) (Entered: 10/17/2012)
10/ 17/ 20 12		<a href="#">13</a> <a href="#">64</a> (2 0 pg s)	Exhibit Filed by Creditor Lehman Brothers Special Financing Inc. (RE: related document(s) <a href="#">1362</a> Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 filed by Creditor Lehman Brothers Special Financing Inc.). (Huckaby, James) (Entered: 10/17/2012)
10/ 17/ 20 12		<a href="#">13</a> <a href="#">65</a> (2 0 pg s)	Exhibit Filed by Creditor Lehman Brothers Special Financing Inc. (RE: related document(s) <a href="#">1362</a> Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 filed by Creditor Lehman Brothers Special Financing Inc.). (Huckaby, James) (Entered: 10/17/2012)



10/17/2012	<a href="#">1366</a>	(10 pages)	Exhibit Filed by Creditor Lehman Brothers Special Financing Inc. (RE: related document(s) <a href="#">1362</a> Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 filed by Creditor Lehman Brothers Special Financing Inc.). (Huckaby, James) (Entered: 10/17/2012)
10/17/2012	<a href="#">1367</a>	(9 pages)	Exhibit Filed by Creditor Lehman Brothers Special Financing Inc. (RE: related document(s) <a href="#">1362</a> Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 filed by Creditor Lehman Brothers Special Financing Inc.). (Huckaby, James) (Entered: 10/17/2012)
10/17/2012	<a href="#">1368</a>	(4 pages)	Exhibit Filed by Creditor Lehman Brothers Special Financing Inc. (RE: related document(s) <a href="#">1362</a> Complaint by Lehman Brothers Special Financing Inc. against Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 filed by Creditor Lehman Brothers Special Financing Inc.). (Huckaby, James) (Entered: 10/17/2012)
10/17/2012			Receipt of Complaint(11-05736-TBB9) [cmp,cmp] ( 293.00) Filing Fee. Receipt number 14153488. Fee Amount 293.00 (re:Doc# <a href="#">1362</a> ) (U.S. Treasury) (Entered: 10/17/2012)
10/18/2012	<a href="#">1369</a>		CORRECTIVE ENTRY Filed Incorrectly Filed by Creditor Lehman Brothers Special Financing Inc. (RE: related document(s) <a href="#">1362</a> Complaint, <a href="#">1363</a> Complaint, <a href="#">1364</a> Exhibit, <a href="#">1365</a> Exhibit, <a href="#">1366</a> Exhibit, <a href="#">1367</a> Exhibit, <a href="#">1368</a> Exhibit). (Huckaby, James) (Entered: 10/18/2012)
10/18/2012	<a href="#">1370</a>	(103 pages; 7 documents)	Adversary case 12-00149. 91 (Declaratory judgment)) Complaint by Lehman Brothers Special Financing Inc. against The Bank of New York Mellon, as Indenture Trustee, Jefferson County, Alabama. Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit Exhibit # <a href="#">2</a> Exhibit Exhibit # <a href="#">3</a> Exhibit Exhibit # <a href="#">4</a> Exhibit Exhibit # <a href="#">5</a> Exhibit Exhibit # <a href="#">6</a> Exhibit Exhibit) (Huckaby, James) (Entered: 10/18/2012)

		cs)	
10/29/2012		<a href="#">1379</a> (153 pages; 10 documents)	Statement Fourth Periodic Status Report Concerning the Sewer Ratemaking Process Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit A_Part1 # <a href="#">2</a> Exhibit A_Part2 # <a href="#">3</a> Exhibit A_Part3 # <a href="#">4</a> Exhibit B # <a href="#">5</a> Exhibit C # <a href="#">6</a> Exhibit D # <a href="#">7</a> Exhibit E # <a href="#">8</a> Exhibit F # <a href="#">9</a> Exhibit G) (Darby) (Entered: 10/29/2012)
10/30/2012		<a href="#">1380</a> (20 pages)	Statement of Issues on Appeal, (Re Item: <a href="#">1360</a> ) Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1360</a> Notice of Appeal). (Darby) (Entered: 10/30/2012)
11/05/2012		<a href="#">1392</a> (129 pages)	Supplement Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1384</a> Motion for Certification to Court of Appeals Jefferson County's Motion for Certification of Direct Appeal to the United States Court of Appeals for the Eleventh Circuit). (Darby) (Entered: 11/05/2012)
11/05/2012		<a href="#">1393</a> (338 pages; 13 documents)	Supplement Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1379</a> Statement). (Attachments: # <a href="#">1</a> Exhibit H # <a href="#">2</a> Exhibit I_Part1 # <a href="#">3</a> Exhibit I_Part2 # <a href="#">4</a> Exhibit I_Part3 # <a href="#">5</a> Exhibit J # <a href="#">6</a> Exhibit K # <a href="#">7</a> Exhibit L # <a href="#">8</a> Exhibit M # <a href="#">9</a> Exhibit N # <a href="#">10</a> Exhibit O # <a href="#">11</a> Exhibit P_Part1 # <a href="#">12</a> Exhibit P_Part2) (Darby) (Entered: 11/05/2012)

11/07/2012		<a href="#">1397</a> (6 pages; documents)	Order Striking Order on Net Revenues and Applicability of 11 U.S.C. Section 928(b) and Agreed Order (I) Resolving Jefferson County's Motion for Reconsideration; (II) Reserving Certain Issues and Directing Entry of Partial Final Judgment in AP 16; and (III) Establishing a Schedule in AP 67; Signed on 11/7/2012 (RE: related document(s) <a href="#">1101</a> Order (Generic), <a href="#">1350</a> Order (Generic)). (kkm) (Entered: 11/07/2012)
1/07/2012		<a href="#">1399</a> (19 pages)	Notice of Withdrawal of a Document (RE: related document(s) <a href="#">1360</a> Notice of Appeal to District Court. . Fee Amount \$298 Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1101</a> Order (Generic), <a href="#">1350</a> Order (Generic)). Appellant Designation due by 10/30/2012. (Darby), <a href="#">1361</a> Motion for Leave to Appeal (Re Item: <a href="#">1101</a> Order (Generic), <a href="#">1350</a> Order (Generic)) Jefferson County's Protective Motion for Leave to Appeal Filed by Debtor Jefferson County, Alabama (Darby), <a href="#">1380</a> Statement of Issues on Appeal, (Re Item: <a href="#">1360</a> ) Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1360</a> Notice of Appeal). (Darby), <a href="#">1381</a> Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1360</a> Notice of Appeal). Appellee designation due by 11/13/2012. Transmission of Designation Due by 11/29/2012. Appellant Designation due by 11/13/2012. (Darby), <a href="#">1384</a> Motion for Certification to Court of Appeals Jefferson County's Motion for Certification of Direct Appeal to the United States Court of Appeals for the Eleventh Circuit Filed by Debtor Jefferson County, Alabama (Darby)). (Darby) (Entered: 11/07/2012)
11/09/2012		<a href="#">1408</a> (791 pages; documents)	Motion to Confirm Termination or Absence of Stay Filed by Creditor Ad Hoc Sewer Warrantholders (Attachments: # <a href="#">1</a> Exhibit Exhibit A # <a href="#">2</a> Exhibit Exhibit B # <a href="#">3</a> Exhibit Exhibit C # <a href="#">4</a> Exhibit Exhibit D # <a href="#">5</a> Exhibit Exhibit E # <a href="#">6</a> Exhibit Exhibit F # <a href="#">7</a> Exhibit Exhibit F, Appendix A, part 1 # <a href="#">8</a> Exhibit Exhibit F, Appendix A, part 2 # <a href="#">9</a> Exhibit Exhibit F, Appendix A, part 3 # <a href="#">10</a> Exhibit Exhibit F, Appendix A, part 4 # <a href="#">11</a> Exhibit Exhibit F, Appendix A, part 5 # <a href="#">12</a> Exhibit Exhibit F, Appendix B, part 1 # <a href="#">13</a> Exhibit Exhibit F, Appendix B, part 2 # <a href="#">14</a> Exhibit Exhibit F, Appendix B, part 3 # <a href="#">15</a> Exhibit Exhibit F, Appendix C # <a href="#">16</a> Exhibit Exhibit F, Appendix D # <a href="#">17</a> Exhibit Exhibit F, Appendix E # <a href="#">18</a> Exhibit Exhibit F, Appendix F # <a href="#">19</a> Exhibit Exhibit F, Appendix G # <a href="#">20</a> Exhibit

			Exhibit F, Appendix H # <a href="#">21</a> Exhibit Exhibit G) (Williams, Justin) (Entered: 11/09/2012)
1/1 0/2 01 2		14 11	CORRECTIVE ENTRY Document filed under Termination of Stay Category, Attorney to Refile Under Lift Stay Category Filed by Creditor Ad Hoc Sewer Warrantholders (RE: related document(s) <a href="#">1408</a> Motion to Confirm Termination or Absence of Stay ). (Williams, Justin) (Entered: 11/10/2012)
		<a href="#">14</a> <a href="#">12</a> (7 91 p gs; 22 d oc s)	Motion for Relief from Stay , Fee Amount \$176, Filed by Creditor Ad Hoc Sewer Warrantholders (Attachments: # <a href="#">1</a> Exhibit Exhibit A # <a href="#">2</a> Exhibit Exhibit B # <a href="#">3</a> Exhibit Exhibit C # <a href="#">4</a> Exhibit Exhibit D # <a href="#">5</a> Exhibit Exhibit E # <a href="#">6</a> Exhibit Exhibit F # <a href="#">7</a> Exhibit Exhibit F, Appendix A, part 1 # <a href="#">8</a> Exhibit Exhibit F, Appendix A, part 2 # <a href="#">9</a> Exhibit Exhibit F, Appendix A, part 3 # <a href="#">10</a> Exhibit Exhibit F, Appendix A, part 4 # <a href="#">11</a> Exhibit Exhibit F, Appendix A, part 5 # <a href="#">12</a> Exhibit Exhibit F, Appendix B, part 1 # <a href="#">13</a> Exhibit Exhibit F, Appendix B, part 2 # <a href="#">14</a> Exhibit Exhibit F, Appendix B, part 3 # <a href="#">15</a> Exhibit Exhibit F, Appendix C # <a href="#">16</a> Exhibit Exhibit F, Appendix D # <a href="#">17</a> Exhibit Exhibit F, Appendix E # <a href="#">18</a> Exhibit Exhibit F, Appendix F # <a href="#">19</a> Exhibit Exhibit F, Appendix G # <a href="#">20</a> Exhibit Exhibit F, Appendix H # <a href="#">21</a> Exhibit Exhibit G) (Williams, Justin) (Entered: 11/10/2012)
11/ 10/ 20 12		<a href="#">14</a> <a href="#">21</a> (2 53 p gs; 11 d oc s)	Response to (Re Item: <a href="#">1390</a> Motion for Relief from Stay Motion of Trustee for Order Granting Relief from the Automatic Stay, or, In the Alternative, Adequate Protection, Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee, <a href="#">1391</a> Motion to Set Hearing (related documents <a href="#">845</a> Motion for Relief from Stay) [FGICS REQUEST FOR FURTHER HEARINGS ON ITS PENDING MOTION TO LIFT OR CONDITION THE AUTOMATIC STAY [P-845] filed by Creditor Financial Guaranty Insurance Company, <a href="#">1412</a> Motion for Relief from Stay , Fee Amount \$176, filed by Creditor Ad Hoc Sewer Warrantholders, <a href="#">1415</a> Statement filed by Creditor Assured Guaranty Municipal Corp.) Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Ex. A-1 (Resolution) # <a href="#">2</a> Ex. A-2 (Administrative Ordinance)_Part1 # <a href="#">3</a> Ex. A-2 (Administrative Ordinance)_Part2 # <a href="#">4</a> Ex. A-3 (Charge Ordinance) # <a href="#">5</a> Ex. B (Transcript)_Part1 # <a href="#">6</a> Ex. B (Transcript)_Part2 # <a href="#">7</a> Ex. C (AG Letter) # <a href="#">8</a> Ex. D (First Receiver Report Excerpts) # <a href="#">9</a> Ex. E (Second Receiver Report)_Part1 # <a href="#">10</a> Ex. E (Second Receiver
11/ 14/ 20 12			

			Report)_Part2) (Darby) (Entered: 11/14/2012)
1/2 1/2 01 2		<a href="#">14</a> <a href="#">40</a>  (2 0 pg s)	Joint StatementClarifying Relief Requested in Connection with Stay Relief Motions Filed by Movant The Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">1390</a> Motion for Relief from Stay Motion of Trustee for Order Granting Relief from the Automatic Stay, or, In the Alternative, Adequate Protection, Fee Amount \$176,, <a href="#">1391</a> Motion to Set Hearing (related documents <a href="#">845</a> Motion for Relief from Stay) [FGICS REQUEST FOR FURTHER HEARINGS ON ITS PENDING MOTION TO LIFT OR CONDITION THE AUTOMATIC STAY [P-845]]. (Childs, Larry) (Entered: 11/21/2012)
11/ 21/ 20 12		<a href="#">14</a> <a href="#">41</a>  (2 0 pg s)	StatementClarifying Relief Requested in its November 10, 2012 Motion for Order Terminating the Automatic Stay Filed by Creditor Ad Hoc Sewer Warrantholders (RE: related document(s) <a href="#">1412</a> Motion for Relief from Stay , Fee Amount \$176.). (Williams, Justin) (Entered: 11/21/2012)
11/ 21/ 20 12		<a href="#">14</a> <a href="#">43</a>  (2 9 pg s)	Motion for Relief from Stay Jefferson County's Motion to Modify the Automatic Stays with Respect to Certain Appeals, Fee Amount \$176, Filed by Debtor Jefferson County, Alabama (Darby). (Entered: 11/21/2012)

<a href="#">1490</a> (24 pgs)	Objection to Motion to Approve Compromise under Rule 9019 For Order Approving Stipulation as a Compromise
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	<p>e and Settlement of the County's Pending Bessemer Courthouse Lease Rejection Motion and of Certain Related Matters Filed by Creditor National Public Finance Guarantee Corporation (Goldman, Benjamin) Modified on 12/12/2012 to correct text (klt). (Entered: 12/12/2012)</p>		
<p>12/12/2012</p>		<p><a href="#">1491</a> (19 pgs) )</p>	<p>Reservation of Rights of Wells Fargo Bank, National Association, as Indenture Trustee, to Motion for Order Approving Stipulation as a Compromise and Settlement of the County's Pending Bessemer Courthouse Lease Rejection Motion and of Certain Related Matters Filed by Interested Party Wells Fargo Bank, National Association (RE: related document(s)<a href="#">1450</a> Motion to Approve Compromise under Rule 9019 Motion for Order Approving Stipulation as a</p>

			<p>Compromise and Settlement of the County's Pending Bessemer Courthouse Lease Rejection Motion and of Certain Related Matters). (Schaffer, Eric) Modified on 12/12/2012 (kl). (Entered: 12/12/2012)</p>
<p>12/13/2012 2</p>		<p><a href="#">1497</a> (60 pgs )</p>	<p>Transcript of hearing held on: 12/12/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 03/13/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the</p>

			<p>transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 12/20/2012. Redaction Request Due By 01/3/2013. Redacted Transcript Submission Due By 01/14/2013. Transcript access will be restricted through 03/13/2013. (Basham, Patricia) (Entered: 12/13/2012)</p>
<p>12/19/2012 2</p>		<p><a href="#">1524</a> (41 pgs ; 2 docs)</p>	<p>Memorandum Opinion on Application of Stays of 11 U.S.C. § 362(a) &amp; 11 U.S.C. § 922(a) to Proposed Lawsuit Regarding Cooper Green Mercy Hospital Signed on 12/19/2012 (RE: related document(s))<a href="#">1296</a> Motion For Determination of the Applicability of the Automatic Stay, or in the Alternative Motion for Relief from Stay filed by the City of Birmingham, Alabama, William A. Bell, Sr. in his capacity as the Mayor of Birmingham, and both ex rel. the State of Alabama (collectively the "City Parties"); <a href="#">1309</a> Motion For Abstention filed by the City of Birmingham, Alabama, William A. Bell, Sr. in his capacity as the Mayor of Birmingham, and both ex rel. the State of Alabama (collectively the "City Parties"); <a href="#">1338</a> Order Severing Count One of Complaint in Adversary Proceeding 12-00133). (afs) (Entered: 12/19/2012)</p>



9/2012		<a href="#">1527</a> (2 pgs)	Order on Application of Stays of 11 U.S.C. § 362(a) & 11 U.S.C. § 922(a) to Proposed Lawsuit Regarding Cooper Green Mercy Hospital Signed on 12/19/2012 (RE: related document(s) <a href="#">1296</a> Motion For Determination of the Applicability of the Automatic Stay, or in the Alternative Motion for Relief from Stay filed by the City of Birmingham, Alabama, William A. Bells, Sr. in his capacity as the Mayor of Birmingham, and both ex rel. the State of Alabama (collectively the "City Parties"); <a href="#">1309</a> Motion For Abstention filed by the City of Birmingham, Alabama, William A. Bells, Sr. in his capacity as the Mayor of Birmingham, and both ex rel. the State of Alabama (collectively the "City Parties"); <a href="#">1326</a> Response filed by Debtor Jefferson County, Alabama, <a href="#">1338</a> Order Severing Count One of Complaint in Adversary Proceeding 12-00133; <a href="#">1352</a> Supplement filed by Debtor Jefferson County, Alabama, <a href="#">1353</a> Brief filed by the City of Birmingham, Alabama, William A. Bells, Sr. in his capacity as the Mayor of Birmingham, and both ex rel. the State of Alabama (collectively the "City Parties") <a href="#">1524</a> Memorandum Opinion). (afs) (Entered: 12/19/2012)
02/2013		<a href="#">1569</a> (34 pgs )	Transcript of hearing held on: 12/20/12 You are noticed that a transcript has been filed.

			<p>Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 04/2/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 1/9/2013. Redaction Request Due By 01/23/2013. Redacted Transcript Submission Due By 02/4/2013. Transcript access will be restricted through 04/2/2013. (Basham, Patricia) (Entered:</p>
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			01/02/2013)
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/18/2013		<a href="#">1608</a> (67 pgs)	<p>Transcript of hearing held on: 01/17/13  You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 04/18/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 1/25/2013. Redaction Request Due By 02/8/2013. Redacted Transcript Submission Due By 02/19/2013. Transcript access will be restricted through 04/18/2013. (Basham, Patricia) (Entered: 01/18/2013)</p>
01/18/2013		<a href="#">1609</a> (19 pgs)	Assured Guaranty Municipal Corp.s Responses and Objections to Jefferson Countys First Request for Production of

			Documents in Connection with the Motions for Relief from the Automatic Stay Filed by Creditor Assured Guaranty Municipal Corp.. (Larose, Lawrence) (Entered: 01/18/2013)
01/18/2013		<a href="#">1610</a> (27 pgs)	Objection to (related document(s): <a href="#">1390</a> Motion for Relief from Stay Motion of Trustee for Order Granting Relief from the Automatic Stay, or, In the Alternative, Adequate Protection, Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee, <a href="#">1412</a> Motion for Relief from Stay , Fee Amount \$176, filed by Creditor Ad Hoc Sewer Warrantholders) Filed by Creditor Ad Hoc Sewer Warrantholders (Williams, Justin) (Entered: 01/18/2013)
01/18/2013		<a href="#">1611</a> (23 pgs)	Trial Statement filed by Financial Guaranty Insurance Company (related document(s) <a href="#">845</a> ) Filed by Creditor Financial Guaranty Insurance Company (RE: related document(s) <a href="#">845</a> Motion for Relief from Stay , Fee Amount \$176,). (Dabney, H.) (Entered: 01/18/2013)
01/18/2013		<a href="#">1612</a> (226 pgs ; 9 docs)	Trial Brief of the Bank of New York Mellon, as Indenture Trustee, In Support of the Motion of the Trustee for Order Granting Relief From the Automatic Stay, Or, In the Alternative, Adequate Protection. Filed by Movant The Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">1390</a> Motion for Relief from StayMotion of Trustee for Order Granting Relief from the Automatic Stay, or, In the Alternative, Adequate Protection, Fee Amount \$176,). (Attachments: # <a href="#">1</a> Appendix A - Allen v. Jefferson County Commission - Supplemental Submission in Support of Motion to Dismiss # <a href="#">2</a> Appendix B -

			Allen v. Jefferson County Commission - 3/11/09 Order # <a href="#">3</a> Appendix C - In re Acceptance Ins. Cos. Inc. 5/26/05 Order # <a href="#">4</a> Appendix D - Validation Order # <a href="#">5</a> Appendix E - Receivership Order # <a href="#">6</a> Appendix F - District Court Order Part 1 # <a href="#">7</a> Appendix F - District Court Order Part 2 # <a href="#">8</a> Appendix F - District Court Order Part 3) (Childs, Larry) (Entered: 01/18/2013)
01/18/2013		<a href="#">1613</a> (44 pgs; 2 docs)	Brief Joinder and Supplemental Trial Brief of Assured Guaranty Municipal Corp. in Support of Motions for Relief from the Automatic Stay, or, in the Alternative, Adequate Protection Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s) <a href="#">1390</a> Motion for Relief from Stay Motion of Trustee for Order Granting Relief from the Automatic Stay, or, In the Alternative, Adequate Protection, Fee Amount \$176., <a href="#">1415</a> Statement, <a href="#">1440</a> Statement, <a href="#">1612</a> Brief). (Attachments: # <a href="#">1</a> Exhibit A - Excerpts of Testimony of Eric Rothstein) (Larose, Lawrence) (Entered: 01/18/2013)
01/18/2013		<a href="#">1614</a> (19 pgs)	Trial Statement filed by Ad Hoc Sewer Warranholders (related document(s) <a href="#">1408</a> ) Filed by Creditor Ad Hoc Sewer Warranholders (RE: related document(s) <a href="#">1408</a> Motion to Confirm Termination or Absence of Stay ). (Williams, Justin) (Entered: 01/18/2013)
01/25/2013		<a href="#">1627</a> (158 pgs ; 7 docs)	Brief Jefferson County's Brief in Opposition to the Sewer Rate-Related Motions for Stay Relief Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">845</a> Motion for Relief from Stay , Fee Amount \$176., <a href="#">1390</a> Motion for Relief from Stay Motion of Trustee for Order Granting Relief from the Automatic

			<p>Stay, or, In the Alternative, Adequate Protection, Fee Amount \$176., <a href="#">1391</a> Motion to Set Hearing (related documents <a href="#">845</a> Motion for Relief from Stay) [FGICS REQUEST FOR FURTHER HEARINGS ON ITS PENDING MOTION TO LIFT OR CONDITION THE AUTOMATIC STAY [P-845], <a href="#">1412</a> Motion for Relief from Stay , Fee Amount \$176.,<a href="#">1415</a> Statement, <a href="#">1444</a> Notice and Order, <a href="#">1611</a> Trial Statement, <a href="#">1612</a> Brief, <a href="#">1613</a> Brief, <a href="#">1614</a> Trial Statement). (Attachments: # <a href="#">1</a> Rothstein Depo Excerpt.pdf # <a href="#">2</a> Lemoine Depo Excerpt # <a href="#">3</a> Young March 21, 2012 Depo Excerpt # <a href="#">4</a> Howe Depo Excerpt # <a href="#">5</a> Boyd Depo Excerpt # <a href="#">6</a> Reynertson Depo Excerpt) (Darby) (Entered: 01/25/2013)</p>
/29/2013		<p><a href="#">1632</a> (62 pgs)</p>	<p>Transcript of hearing held on: 01/24/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 04/29/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the</p>

			<p>transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/5/2013. Redaction Request Due By 02/19/2013. Redacted Transcript Submission Due By 03/1/2013. Transcript access will be restricted through 04/29/2013. (Basham, Patricia) (Entered: 01/29/2013)</p>
/06/2013		<p><a href="#">1653</a> (489 pgs ; 13 docs)</p>	<p>Motion for Relief from Stay - Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson County Sewer Warrants., Fee Amount \$176, Filed by Movant The Bank of New York Mellon, as Indenture Trustee (Attachments: # <a href="#">1</a> Exhibit A Part 1 - Original Indenture # <a href="#">2</a> Exhibit A Part 2 - Original Indenture # <a href="#">3</a> Exhibit A Part 3 - Original Indenture # <a href="#">4</a> Exhibit B - Fourth Supplemental Indenture # <a href="#">5</a> Exhibit C Part 1 - Ninth Supplemental Indenture # <a href="#">6</a> Exhibit C Part 2 - Ninth Supplemental Indenture # <a href="#">7</a> Exhibit C Part 3 - Ninth Supplemental Indenture # <a href="#">8</a> Exhibit C Part 4 - Ninth Supplemental Indenture # <a href="#">9</a> Exhibit D Part 1 - Tenth Supplemental Indenture # <a href="#">10</a> Exhibit D Part 2 - Tenth Supplemental Indenture # <a href="#">11</a> Exhibit D Part 3 - Tenth Supplemental Indenture # <a href="#">12</a> Exhibit D Part 4 - Tenth Supplemental Indenture) (Lemke, David) (Entered: 02/06/2013)</p>
02/06/2013		<p><a href="#">1654</a> (594 pgs ; 29 docs)</p>	<p>Adversary case 13-00019. 91 (Declaratory judgment)) Complaint by The Bank of New York Mellon, as Indenture Trustee against Jefferson County, Alabama, Syncora Guarantee Inc., Assured Guaranty Municipal Corp.. Fee Amount</p>

			<p>\$293 (Attachments: # <a href="#">1</a> Exhibit A Part 1 - Original Indenture # <a href="#">2</a> Exhibit A Part 2 - Original Indenture # <a href="#">3</a> Exhibit A Part 3 - Original Indenture # <a href="#">4</a> Exhibit B - Fourth Supplemental Indenture # <a href="#">5</a> Exhibit C Part 1 - Ninth Supplemental Indenture # <a href="#">6</a> Exhibit C Part 2 - Ninth Supplemental Indenture # <a href="#">7</a> Exhibit C Part 3 - Ninth Supplemental Indenture # <a href="#">8</a> Exhibit C Part 4 - Ninth Supplemental Indenture # <a href="#">9</a> Exhibit D Part 1 - Tenth Supplemental Indenture # <a href="#">10</a> Exhibit D Part 2 - Tenth Supplemental Indenture # <a href="#">11</a> Exhibit D Part 3 - Tenth Supplemental Indenture # <a href="#">12</a> Exhibit D Part 4 - Tenth Supplemental Indenture # <a href="#">13</a> Exhibit E - FGIC Order of Rehabilitation # <a href="#">14</a> Exhibit F - Notice to DTC # <a href="#">15</a> Exhibit G - 2002-C Syncora Wrap Policy # <a href="#">16</a> Exhibit H - 2003-B Syncora Wrap Policy # <a href="#">17</a> Exhibit I - 2003-B-8 Assured Wrap Policy # <a href="#">18</a> Exhibit J- 2003-C-9 and 2003-C-10 Assured Wrap Policy # <a href="#">19</a> Exhibit K - 1997-A FGIC Wrap Policy # <a href="#">20</a> Exhibit L - 2001-A FGIC Wrap Policy # <a href="#">21</a> Exhibit M - 2002-A FGIC Wrap Policy # <a href="#">22</a> Exhibit N - 12003-B FGIC Wrap Policy # <a href="#">23</a> Exhibit O - 2003-C FGIC Wrap Policy # <a href="#">24</a> Exhibit P - Assured Reserve Policy # <a href="#">25</a> Exhibit Q - Syncora Reserve Policy # <a href="#">26</a> Exhibit R - 2001 FGIC Reserve Policy # <a href="#">27</a> Exhibit S - 2002 FGIC</p>
2/12/2013		<p><a href="#">1662</a> (279 pgs )</p>	<p>Transcript of hearing held on: 01/30/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/13/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court</p>



			<p>Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/19/2013. Redaction Request Due By 03/5/2013. Redacted Transcript Submission Due By 03/15/2013. Transcript access will be restricted through 05/13/2013. (Basham, Patricia) (Entered: 02/12/2013)</p>
<p>02/12/2013</p>		<p><a href="#">1663</a> (437 pgs )</p>	<p>Transcript of hearing held on: 01/31/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/13/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-</p>

			<p>age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/19/2013. Redaction Request Due By 03/5/2013. Redacted Transcript Submission Due By 03/15/2013. Transcript access will be restricted through 05/13/2013. (Basham, Patricia) (Entered: 02/12/2013)</p>
<p>02/12/2013</p>		<p><a href="#">1664</a> (281 pgs )</p>	<p>Transcript of hearing held on: 02/1/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/13/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide</p>

			<p>the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/19/2013. Redaction Request Due By 03/5/2013. Redacted Transcript Submission Due By 03/15/2013. Transcript access will be restricted through 05/13/2013. (Basham, Patricia) (Entered: 02/12/2013)</p>
<p>02/15/2013 3</p>		<p><a href="#">1669</a> (12 pgs)</p>	<p>Transcript of hearing held on: 02/14/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/16/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/22/2013.</p>

			<p>Redaction Request Due By 03/8/2013.  Redacted Transcript Submission Due By 03/18/2013. Transcript access will be restricted through 05/16/2013. (Basham, Patricia) (Entered: 02/15/2013)</p>
<p>03/08/2013  3</p>		<p><a href="#">1687</a>  (25 pgs)</p>	<p>Transcript of hearing held on: 03/07/13  You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 06/6/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 3/15/2013. Redaction Request Due By 03/29/2013. Redacted Transcript Submission Due By 04/8/2013. Transcript access will be restricted through 06/6/2013. (Basham, Patricia) (Entered: 03/08/2013)</p>

3/22/2013		<a href="#">1697</a> (22 pgs)	Response to (Re Item: <a href="#">1653</a> Motion for Relief from Stay - Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson County Sewer Warrants., Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee) Filed by Creditor Assured Guaranty Municipal Corp. (Larose, Lawrence) (Entered: 03/22/2013)
03/22/2013		<a href="#">1698</a> (20 pgs)	Response to (Re Item: <a href="#">1653</a> Motion for Relief from Stay - Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson County Sewer Warrants., Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee) Joinder Motion Filed by Creditor Ad Hoc Sewer Warrantholders (Williams, Justin) (Entered: 03/22/2013)
03/22/2013		<a href="#">1699</a> (25 pgs)	Response to (Re Item: <a href="#">1653</a> Motion for Relief from Stay - Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson County Sewer Warrants., Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee) Jefferson County's Response to the Sewer Warrant Trustee's Motion for Relief from Stay to Permit Acceleration of the Sewer Warrants Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 03/22/2013)
03/22/2013		<a href="#">1700</a> (20 pgs)	Response to (Re Item: <a href="#">1653</a> Motion for Relief from Stay - Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson

			County Sewer Warrants., Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee) Filed by Creditor JPMorgan Chase Bank, N.A. (Hammond, Clark) (Entered: 03/22/2013)
03/22/2013		<a href="#">1701</a> (62 pgs; 6 docs)	Objection to (related document(s): <a href="#">1653</a> Motion for Relief from Stay - Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson County Sewer Warrants., Fee Amount \$176, filed by Movant The Bank of New York Mellon, as Indenture Trustee) Filed by Creditor Syncora Guarantee, Inc. (Attachments: # <a href="#">1</a> Exhibit Exhibit A # <a href="#">2</a> Exhibit Exhibit B # <a href="#">3</a> Exhibit Exhibit C # <a href="#">4</a> Exhibit Exhibit D # <a href="#">5</a> Certificate of Service) (Carmody, Richard) (Entered: 03/22/2013)
03/26/2013		<a href="#">1707</a> (226 pgs )	Transcript of hearing held on: 03/21/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 06/24/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating

			<p>the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 4/2/2013. Redaction Request Due By 04/16/2013. Redacted Transcript Submission Due By 04/26/2013. Transcript access will be restricted through 06/24/2013. (Basham, Patricia) (Entered: 03/26/2013)</p>
4/09/2013		<p><a href="#">1716</a> (11 pgs; 2 docs)</p>	<p>Scheduling Order Regarding Motion to Continue Preliminary Hearing Signed on 4/9/2013 (RE: related document(s)<a href="#">1653</a> Motion of the Trustee for Order Granting Relief From the Automatic Stay, to the Extent it Applies, to Permit Acceleration of the Jefferson County Sewer Warrants filed by Movant The Bank of New York Mellon, as Indenture Trustee). The preliminary hearing on the Acceleration Stay Motion shall be continued until, the earlier of: (i) entry of an order determining each count in the Acceleration Declaratory Judgment Action, or (ii) the Court schedules the Acceleration Stay Motion for preliminary hearing in response to a Motion, made on not less than 10 days notice, by any one of the parties to the Acceleration Declaratory Judgment Action or any one of the parties to the Motion to Continue Preliminary Hearing on Motion for Stay Relief. The automatic stay shall remain in effect pending further order of the Court (klt) (Entered: 04/09/2013)</p>
04/15/2013		<p><a href="#">1720</a> (25 pgs; 2 docs)</p>	<p>Memorandum Opinion on the Automatic Stay and the Assured Action Signed on 4/15/2013 (RE: related document(s)<a href="#">748</a> Motion for Relief from</p>

			Stay filed by Creditor Assured Guaranty Municipal Corp.). (sld) (Entered: 04/15/2013)
04/22/2013		<a href="#">1727</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Debt Recovery Master Fund Ltd. Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 04/22/2013)
04/24/2013		<a href="#">1728</a> (1 pg)	Letter Filed by Interested Party John Mason IV. (Hart, Anna) (Entered: 04/24/2013)
04/24/2013		<a href="#">1729</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Opportunities Master Fund Ltd. Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">1730</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Capital Master Partners II-A LP Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">1731</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: P-Monarch Recovery Fund Ltd Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">1732</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Alternative Solutions Master Fund Ltd Filed by Creditor Ad Hoc Sewer Warranholders. (Williams,



			Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">173</a> <a href="#">3</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Research Alpha Master Fund Ltd Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">173</a> <a href="#">4</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Debt Recovery Master Fund Ltd Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">173</a> <a href="#">5</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Opportunities Master Fund Ltd Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)
04/24/2013		<a href="#">173</a> <a href="#">6</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Capital Master Partners II-A LP Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)

04/24/2013		<a href="#">1737</a> (4 pgs)	Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee:
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			<p>P-Monarch Recovery Fund Ltd Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)</p>
04/24/2013		<p><a href="#">1738</a> (4 pgs)</p>	<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Alternative Solutions Master Fund Ltd Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)</p>
04/24/2013		<p><a href="#">1739</a> (4 pgs)</p>	<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP</p>

			to Transferee: Monarch Research Alpha Master Fund LP Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 04/24/2013)
04/30/2013		<a href="#">1740</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">172</a> <a href="#">7</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1741</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">172</a> <a href="#">9</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered:

			04/30/2013)
04/30/2013		<a href="#">1742</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1730</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1743</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1731</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1744</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1732</a> Notice of Transfer and Assignment of Claim Where

			No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1745</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1734</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1746</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1735</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered: 04/30/2013)

04/30/2013		<a href="#">1747</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">173</a> <a href="#">6</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1748</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">173</a> <a href="#">7</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1749</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">173</a> <a href="#">8</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by

			Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered: 04/30/2013)
04/30/2013		<a href="#">1750</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1739</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders) . (klt) (Entered: 04/30/2013)
05/12/2013		<a href="#">1769</a> (23 pgs)	Transcript of hearing held on: 05/09/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 08/12/2013. To review the transcript for redaction purposes, you may purchase a

copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction



			<p>Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 5/20/2013. Redaction Request Due By 06/3/2013. Redacted Transcript Submission Due By 06/12/2013. Transcript access will be restricted through 08/12/2013. (Basham, Patricia) (Entered: 05/12/2013)</p>
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Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15177091. Fee Amount 25.00 (re:Doc# [1770](#)) (U.S. Treasury) (Entered: 05/31/2013)

<p>05/31/2013</p>		<p><a href="#">1771</a> (2 pgs)</p>	<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: SOCIETE GENERALE to Transferee: SL LIQUIDATI ON FUND L.P. Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 05/31/2013)</p>
<p>05/31/2013</p>			<p>Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-</p>

			<p>05736-TBB9)  [claims,assign  nc] ( 25.00)  Filing Fee.  Receipt  number  15177139.  Fee Amount  25.00  (re:Doc# <a href="#">177</a>  1) (U.S.  Treasury)  (Entered:  05/31/2013)</p>
05/31/2013		<p><a href="#">1772</a>  (2 pgs)</p>	<p>Notice of  Transfer and  Assignment  of Claim  Where No  Claim Is  Filed With  the Court.  Transferor:  Societe  Generale to  Transferee:  Stone Lion  Portfolio,  L.P. Fee  Amount \$25  Filed by  Creditor Ad  Hoc Sewer  Warranthold  ers.  (Williams,  Justin)  (Entered:  05/31/2013)</p>
05/31/2013			<p>Receipt of  Notice of  Transfer and</p>

			<p>Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15177181. Fee Amount 25.00 (re:Doc# <a href="#">1772</a>) (U.S. Treasury) (Entered: 05/31/2013)</p>
06/03/2013		<p><a href="#">1773</a> (2 pgs; 2 docs)</p>	<p>Transfer of Claim Notice (RE: related document(s) <a href="#">1770</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (klt) (Entered: 06/03/2013)</p>
06/03/2013		<p><a href="#">1774</a> (2 pgs;</p>	<p>Transfer of Claim Notice</p>

		2 docs)	(RE: related document(s) <a href="#">1771</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (klt) (Entered: 06/03/2013)
06/03/2013		<a href="#">1775</a> (2 pgs; 2 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1772</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (klt) (Entered: 06/03/2013)
6/12/2013		<a href="#">1783</a> (21 pgs )	Transcript of hearing held on: 06/05/13 You are noticed that a

transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 09/10/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have

			seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is
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			<p>due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 6/19/2013. Redaction Request Due By 07/3/2013. Redacted Transcript Submission Due By 07/15/2013. Transcript access will be restricted through 09/10/2013. (Basham, Patricia) (Entered: 06/12/2013)</p>
06/12/2013		<p><a href="#">1784</a> (27 pgs; 2 docs)</p>	<p>Motion To Stay Proceeding</p>



			<p>(related documents <a href="#">845</a> Motion for Relief from Stay, <a href="#">1390</a> Motion for Relief from Stay, <a href="#">1391</a> Motion to Set Hearing, <a href="#">1412</a> Motion for Relief from Stay, <a href="#">1415</a> Statement, <a href="#">1653</a> Motion for Relief from Stay) Consent Motion to Stay Sewer Related Litigation Filed by Debtor Jefferson County, Alabama (Attachments : # <a href="#">1</a> Proposed Order) (Darby) (Entered: 06/12/2013)</p>
6/28/2013		<p><a href="#">1808</a> (8 pgs; 2 docs)</p>	<p>Order Staying Sewer Related Litigation Signed on 6/28/2013. The Court hereby stays all proceedings,</p>

			<p>including any rulings, in the contested matters commenced by the filing of the following: (RE: related document(s) <a href="#">845</a> Motion for Relief from Stay filed by Financial Guaranty Insurance Company, <a href="#">90</a> <a href="#">3</a> Objection filed by Debtor, <a href="#">951</a> Response filed by Financial Guaranty Insurance Company, <a href="#">13</a> <a href="#">90</a> Motion for Relief from Stay filed by The Bank of New York Mellon, as Indenture Trustee, <a href="#">139</a> <a href="#">1</a> Motion to Set Hearing filed by Financial Guaranty Insurance Company, <a href="#">14</a> <a href="#">12</a> Motion for Relief from Stay filed by Ad</p>
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			<p>Hoc Sewer Warrantholders, <a href="#">1415</a> Statement filed by Assured Guaranty Municipal Corp., <a href="#">1421</a> Response filed by Debtor <a href="#">1440</a> Statement filed by The Bank of New York Mellon, as Indenture Trustee, <a href="#">1441</a> Statement filed by Ad Hoc Sewer Warrantholders, <a href="#">1611</a> Trial Statement filed by Financial Guaranty Insurance Company, <a href="#">1612</a> Brief filed by The Bank of New York Mellon, as Indenture Trustee, <a href="#">1613</a> Brief filed by Assured Guaranty Municipal Corp., <a href="#">1614</a> Trial Statement filed by Ad Hoc Sewer Warrantholders, <a href="#">1627</a> Brief filed by</p>
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			<p>Jefferson County, Alabama, <a href="#">1647</a> Courtroom Notes Continuing, <a href="#">1653</a> Motion for Relief from Stay filed by The Bank of New York Mellon, as Indenture Trustee, <a href="#">1697</a> Response filed by Assured Guaranty Municipal Corp., <a href="#">1698</a> Response filed by Ad Hoc Sewer Warranholders, <a href="#">1699</a> Response filed by Debtor, <a href="#">1700</a> Response filed by JPMorgan Chase Bank, N.A., <a href="#">1701</a> Objection filed by Syncora Guarantee, Inc.). The Standstill shall continue in effect until the occurrence of the Expiration Date. Any</p>
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			<p>and all hearings and deadlines presently scheduled in connection with the Sewer Related Litigation are VACATED. Upon occurrence of the Expiration Date, any Party may file a notice in the above-captioned bankruptcy case, informing the Court of the occurrence of the Expiration Date, and/or a motion in the bankruptcy case, requesting that the Court reschedule any hearing or deadline vacated by this Order. The Trustee may notify the Court and request that the Standstill</p>
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			<p>imposed by this Order be lifted, that the Sewer Related Litigation be restored to active status, and that the Court reschedule any hearing or deadline vacated by this Order: (i) if the bankruptcy plan filed by the County is not materially consistent with the consensual plan contemplated by the PSAs or is modified in a fashion that is materially adverse to the warrant holders that are not parties to the PSAs, or (ii) if an Acceptable Plan is not confirmed and the Effective Date has not occurred by December 31, 2013;</p>
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			<p>provided, however, all Parties reserve their respective rights in the event that the Trustee files a notice or request pursuant to this sentence. (klt) (Entered: 06/28/2013)</p>
06/28/2013		<p><a href="#">1809</a> (9 pgs; 2 docs)</p>	<p>Order Granting Signed on 6/28/2013 (RE: related document(s) <a href="#">1796</a> Jefferson County'</p>
6/29/2013		<p><a href="#">1815</a> (51 pgs )</p>	<p>Transcript of hearing held on: 06/27/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 09/27/2013. To review</p>

			<p>the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age</p>
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			<p>children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of</p>
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			<p>filing..  Notice of  Intent to  Request  Redaction  Deadline  Due By  7/8/2013.  Redaction  Request Due  By  07/22/2013.  Redacted  Transcript  Submission  Due By  07/30/2013.  Transcript  access will  be restricted  through  09/27/2013.  (Basham,  Patricia)  (Entered:  06/29/2013)</p>
<p>06/30/2013</p>		<p><a href="#">1816</a>  (101 pg  s)</p>	<p>Chapter 9  Plan Chapter  9 Plan of  Adjustment  for Jefferson  County,  Alabama  (DATED  June 30,  2013) Filed  by Debtor  Jefferson  County,  Alabama.  (Darby)  (Entered:  06/30/2013)</p>

06/30/2013		<a href="#">1817</a> (802 pgs; 23 docs) )	Disclosure Statement Disclosure Statement Regarding Chapter 9 Plan
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	<a href="#">1</a> <a href="#">8</a> <a href="#">1</a> <a href="#">7</a> (8 0 2 p gs ; 2 3 d oc s)	Disclosure Statement Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED June 30, 2013) Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit 1 - Chapter 9 Plan # <a href="#">2</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part1 # <a href="#">3</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part2 # <a href="#">4</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part3 # <a href="#">5</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part4 # <a href="#">6</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part5 # <a href="#">7</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30,
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		<p>2011_Part6 # <a href="#">8</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part7</p> <p># <a href="#">9</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part8 # <a href="#">10</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part9</p> <p># <a href="#">11</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part10 # <a href="#">12</a> Exhibit 3 - Department of Examiners of Public Accounts of the State of Alabama report dated June 8, 2012 # <a href="#">13</a> Exhibit 4 - Countys Fiscal Year 2012-2013 Budget # <a href="#">14</a> Exhibit 5 - Depfa Plan Support Agreement # <a href="#">15</a> Exhibit 6 - GO Plan Support Agreement # <a href="#">16</a> Exhibit 7 - Sewer Plan Support Agreements_Part1</p> <p># <a href="#">17</a> Exhibit 7 - Sewer Plan Support Agreements_Part2</p> <p># <a href="#">18</a> Exhibit 7 - Sewer Plan Support Agreements_Part3</p> <p># <a href="#">19</a> Exhibit 8 - National Plan Support Agreement</p> <p># <a href="#">20</a> Exhibit 9 - Financing Plan # <a href="#">21</a> Exhibit 10 - Financial Projections for General Fund # <a href="#">22</a> Exhibit 11 - Financial Projections for Education Tax)(Darby)</p>
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(Entered: 06/30/2013)

[1818](#)  
(19 pgs; 3 docs)

Motion Motion for Entry of Order, Pursuant to Sections 105(a), 901(a), and 1125(b) of the Bankruptcy Code and Bankruptcy Rules 2002, 3017, and 9007, Approving (a) the Proposed Disclosure Statement and (b) the Form and Manner of the Notice of the Proposed Disclosure Statement Hearing Filed by Debtor Jefferson County, Alabama (Attachments: # [1](#) Annex A - Proposed Order # [2](#) Annex B - Disclosure Statement Hearing Notice) (Darby) (Entered: 06/30/2013)

06/30  
/2013

Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: P-Monarch Recovery Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders.

(Williams, Justin) (Entered: 07/18/2013)			
07/18/2013			Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Oakford MF Limited Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)
07/18/2013			Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Opportunities Master Fund Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)
07/18/2013			Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Opportunities Master Fund Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)

07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Debt Recovery Master Fund Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Capital Master Partners II-A LP Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Alternative Solutions Master Fund Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)</p>

07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Monarch Capital Master Partners II-A LP Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Alternative Solutions Master Fund Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners LP to Transferee: Oakford MF Limited Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the</p>



			<p>Court. Transferor: Fundamental Partners LP to Transferee: P-Monarch Recovery Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Capital Master Partners II LP Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Debt Recovery Master Fund Ltd Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warranholders. (Williams, Justin) (Entered: 07/18/2013)</p>
07/18/2013			<p>Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court. Transferor: Fundamental Partners II LP to Transferee: Monarch Capital Master</p>

			Partners II-A LP Fee Amount \$25 Filed by Creditor Ad Hoc Sewer Warrantholders. (Williams, Justin) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1845</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1846</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1847</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1848</a> ) (U.S. Treasury) (Entered: 07/18/2013)

07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1849</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1850</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1851</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1852</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1853</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is

			Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1854</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1855</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1856</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1857</a> ) (U.S. Treasury) (Entered: 07/18/2013)
07/18/2013			Receipt of Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court(11-05736-TBB9) [claims,assignc] ( 25.00) Filing Fee. Receipt number 15376355. Fee Amount 25.00 (re:Doc# <a href="#">1858</a> ) (U.S. Treasury) (Entered: 07/18/2013)

<a href="#">1864</a> (3 pgs; 3 docs)	Transfer of Claim Notice (RE: related document(s) <a href="#">1845</a> Notice of Transfer and
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	Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)		
07/19/2013		<a href="#">1865</a> (2 pgs ; 2 docs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1846</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/19/2013		<a href="#">1866</a> (2 pgs ; 2 docs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1847</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/19/2013		<a href="#">1867</a> (2 pgs ; 2 docs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1848</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) Modified on 7/19/2013 to correct reference number(sld). (Entered: 07/19/2013)
07/19		<a href="#">1868</a>	Transfer of Claim Notice (RE: related

/2013		(2 pgs ; 2 d ocs )	document(s) <a href="#">1849</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">1869</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1850</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">1870</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1851</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">1871</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1852</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warranholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">1872</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1853</a> Notice of Transfer and Assignment of Claim Where No Claim

		2 d ocs )	Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">18</a> <a href="#">73</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1854</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">18</a> <a href="#">74</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1855</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">18</a> <a href="#">75</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1856</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">18</a> <a href="#">76</a> (2 pgs ; 2 d ocs	Transfer of Claim Notice (RE: related document(s) <a href="#">1857</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders).

		)	(sld) (Entered: 07/19/2013)
07/19 /2013		<a href="#">18</a> <a href="#">77</a> (2 pgs ; 2 d ocs )	Transfer of Claim Notice (RE: related document(s) <a href="#">1858</a> Notice of Transfer and Assignment of Claim Where No Claim Is Filed With the Court filed by Creditor Ad Hoc Sewer Warrantholders). (sld) (Entered: 07/19/2013)
07/29 /2013		<a href="#">19</a> <a href="#">12</a> (82 2 p gs; 23 do cs)	Amended Disclosure Statement Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED JULY 29, 2013) Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1817</a> Disclosu re Statement Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED June 30, 2013) Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Exhibit 1 - Chapter 9 Plan # 2 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part1 # 3 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part2 # 4 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part3



			<p># 5 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part4 # 6 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part5 # 7 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part6 # 8 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part7 # 9 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part8 # 10 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part9 # 11 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part10 # 12 Exhibit 3 - Department of Examiners of Public Accounts of the State of Alabama report dated June 8, 2012 # 13 Exhibit 4 - Countys Fiscal Year 2012-2013 Budget # 14 Exhibit 5 - Depfa Plan Support Agreement # 15 Exhibit 6 - GO Plan Support Agreement # 16 Exhibit 7 - Sewer Plan Support Agreements_Part1 # 17 Exhibit 7 - Sewer Plan Support Agreements_Part2</p>
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			<p># 18 Exhibit 7 - Sewer Plan Support Agreements_Part3</p> <p># 19 Exhibit 8 - National Plan Support Agreement #</p> <p>20 Exhibit 9 - Financing Plan # 21 Exhibit 10 - Financial Projections for General Fund # 22 Exhibit 11 - Financial Projections for Education Tax)(Darby)).</p> <p>(Attachments: # <a href="#">1</a> Exhibit 1 - Chapter 9 Plan of Adjustment for Jefferson County, Alabama</p> <p># <a href="#">2</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part1 # <a href="#">3</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part2</p> <p># <a href="#">4</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part3 # <a href="#">5</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part4</p> <p># <a href="#">6</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part5 # <a href="#">7</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part6</p> <p># <a href="#">8</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30,</p>
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			<p>2011_Part7 # <a href="#">9</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part8 # <a href="#">10</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part9 # <a href="#">11</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part10 # <a href="#">12</a> Exhibit 3 - Department of Examiners of Public Accounts of the State of Alabama report dated June 8, 2012 # <a href="#">13</a> Exhibit 4 - Countys Fiscal Year 2012-2013 Budget # <a href="#">14</a> Exhibit 5 - Depfa Plan Support Agreement # <a href="#">15</a> Exhibit 6 - GO Plan Support Agreement # <a href="#">16</a> Exhibit 7 - Sewer Plan Support Agreements_Part1 # <a href="#">17</a> Exhibit 7 - Sewer Plan Support Agreements_Part2 # <a href="#">18</a> Exhibit 7 - Sewer Plan Support Agreements_Part3 # <a href="#">19</a> Exhibit 8 - National Plan Support Agreement # <a href="#">20</a> Exhibit 9 - Amended Financing Plan # <a href="#">21</a> Exhibit 10 - Financial Projections for General Fund #<a href="#">22</a> Exhibit 11 - Financial Projections for Education Tax)(Darby) (Entered: 07/29/2013)</p>
07/30/2013		<a href="#">19</a> <a href="#">20</a>	Reply to (Re Item: <a href="#">1911</a> ) Filed by

		(16 8 p gs; 13 do cs)	Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit # <a href="#">2</a> Exhibit # <a href="#">3</a> Exhibit # <a href="#">4</a> Exhibit # <a href="#">5</a> Exhibit # <a href="#">6</a> Exhibit # <a href="#">7</a> Exhibit # <a href="#">8</a> Exhibit # <a href="#">9</a> Exhibit # <a href="#">10</a> Exhibit # <a href="#">11</a> Exhibit # <a href="#">12</a> Exhibit) (Grigsby, Calvin) (Entered: 07/30/2013)
07/30 /2013		<a href="#">19</a> <a href="#">21</a> (48 pg s; 2 d ocs )	Objection to (related document(s): <a href="#">1912</a> Amend ed Disclosure Statement filed by Debtor Jefferson County, Alabama) Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit) (Grigsby, Calvin) (Entered: 07/30/2013)
08/02 /2013		<a href="#">19</a> <a href="#">45</a> (58 pg s; 3 d ocs )	Objection to Claim Objection of Jefferson County, Alabama to Proofs of Claim Filed by Roderick V. Royal and Others (Claim Numbers 1292 and 1305) Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> Exhibit A - Proof of Claim Number 1292 # <a href="#">2</a> Exhibit B - Proof of Claim Number 1305)(Darby) (Entered: 08/02/2013)
/05/2 013		<a href="#">19</a> <a href="#">58</a> (29 pg s; 4 d	Objection to (related document(s): <a href="#">1912</a> Amend ed Disclosure Statement filed by Debtor Jefferson County, Alabama) Filed by Creditor ANDREW

		ocs )	BENNETT (Attachments: # <a href="#">1</a> Affidavit # <a href="#">2</a> Affidavit # <a href="#">3</a> Affidavit) (Grigsby, Calvin) (Entered: 08/05/2013)
/05/2013		<a href="#">1959</a> (10 pgs; 2 d ocs )	Exhibit to (related document(s): <a href="#">1958</a> Objection filed by Creditor ANDREW BENNETT)Exhibit 1 to Bowman Declaration Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit Exhibit 1 to Bowman Declaration) (Grigsby, Calvin) Modified on 8/5/2013 to match text to pdf (klt). (Entered: 08/05/2013)
08/05/2013		<a href="#">1960</a> (3 pgs )	Exhibit (related documents <a href="#">1958</a> Objection ) Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) Modified on 8/5/2013 to match text to pdf (klt). (Entered: 08/05/2013)
08/05/2013		<a href="#">1961</a> (4 pgs ; 4 d ocs )	Exhibit (related documents <a href="#">1958</a> Objection ) Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit Exhibit two part 2 to bowman declaration # <a href="#">2</a> Exhibit Exhibit two part 3 # <a href="#">3</a> Exhibit exhibit two part 4) (Grigsby, Calvin) Modified on 8/5/2013 to match text to pdf (klt). (Entered: 08/05/2013)

			08/05/2013)
08/05 /2013		<a href="#">19</a> <a href="#">62</a> (48 pg s; 2 d ocs )	Reply to (Re Item: <a href="#">1916</a> , <a href="#">1921</a> , <a href="#">1927</a> , <a href="#">1929</a> , <a href="#">1958</a> ) Omnibus Reply in Further Support of the County's Motion for Entry of Order, Pursuant to Sections 105(a), 901(a), and 1125(b) of the Bankruptcy Code and Bankruptcy Rules 2002, 3017, and 9007, Approving (a) the Proposed Disclosure Statement and (b) the Form and Manner of the Notice of the Proposed Disclosure Statement Hearing Filed by Debtor Jefferson County, Alabama (Attachments: # <a href="#">1</a> Annex A) (Darby) (Entered: 08/05/2013)
08/08 /2013		<a href="#">19</a> <a href="#">77</a> (83 0 p gs; 25 do cs)	Amended Disclosure Statement Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated July 29, 2013) Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1817</a> Disclosu re Statement Disclosure Statement Regarding Chapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED June 30, 2013) Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Exhibit 1 - Chapter 9 Plan # 2 Exhibit 2 - Jefferson County

			<p>Commission Audited Financial Statements - September 30, 2011_Part1 # 3 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part2 # 4 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part3 # 5 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part4 # 6 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part5 # 7 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part6 # 8 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part7 # 9 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part8 # 10 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part9 # 11 Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part10 # 12 Exhibit 3 - Department of Examiners of Public Accounts of the</p>
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			<p>State of Alabama report dated June 8, 2012 # 13  Exhibit 4 - Countys Fiscal Year 2012-2013 Budget # 14  Exhibit 5 - Depfa Plan Support Agreement # 15  Exhibit 6 - GO Plan Support Agreement # 16  Exhibit 7 - Sewer Plan Support Agreements_Part1 # 17  Exhibit 7 - Sewer Plan Support Agreements_Part2 # 18  Exhibit 7 - Sewer Plan Support Agreements_Part3 # 19  Exhibit 8 - National Plan Support Agreement # 20  Exhibit 9 - Financing Plan # 21  Exhibit 10 - Financial Projections for General Fund # 22  Exhibit 11 - Financial Projections for Education Tax)(Darby)).  (Attachments: # <a href="#">1</a> Exhibit 1 - Chapter 9 Plan of Adjustment for Jefferson County, Alabama  # <a href="#">2</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part1  # <a href="#">3</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part2  # <a href="#">4</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part3  # <a href="#">5</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part4  # <a href="#">6</a> Exhibit 2 - Jefferson</p>
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			<p>County Commission Audited Financial Statements - September 30, 2011_Part5 # <a href="#">7</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part6 # <a href="#">8</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part7 # <a href="#">9</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part8 # <a href="#">10</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part9 # <a href="#">11</a> Exhibit 2 - Jefferson County Commission Audited Financial Statements - September 30, 2011_Part10 # <a href="#">12</a> Exhibit 3 - Department of Examiners of Public Accounts of the State of Alabama report dated June 8, 2012 # <a href="#">13</a> Exhibit 4 - Countys Fiscal Year 2012-2013 Budget # <a href="#">14</a> Exhibit 5 - Depfa Plan Support Agreement # <a href="#">15</a> Exhibit 6 - GO Plan Support Agreement # <a href="#">16</a> Exhibit 7 - Sewer Plan Support Agreements_Part1 # <a href="#">17</a> Exhibit 7 - Sewer Plan Support Agreements_Part2 # <a href="#">18</a> Exhibit 7 - Sewer Plan Support Agreements_Part3 # <a href="#">19</a> Exhibit 8 - National Plan Support Agreement</p>
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			<p># <a href="#">20</a> Exhibit 9 - Amended Financing Plan  # <a href="#">21</a> Exhibit 10 - Financial Projections for General Fund  # <a href="#">22</a> Exhibit 11 - Financial Projections for Education Tax  # <a href="#">23</a> Exhibit 12 - Description of Wilson Action  # <a href="#">24</a> Exhibit 13 - Description of Bennett Action)(Darby) (Entered: 08/08/2013)</p>
<p>08/12 /2013</p>		<p><a href="#">19</a> <a href="#">90</a> (11 7 p gs)</p>	<p>Transcript of hearing held on: 08/06/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 11/12/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has</p>

			<p>21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 8/19/2013. Redaction Request Due By 09/3/2013. Redacted Transcript Submission Due By 09/12/2013. Transcript access will be restricted through 11/12/2013. (Basham, Patricia) (Entered: 08/12/2013)</p>
<p>08/26 /2013</p>		<p><a href="#">20</a> <a href="#">16</a> (82 9 p gs; 13 do cs)</p>	<p>Amended Response to (Re Item: <a href="#">1945</a> Objection to Claim filed by Debtor Jefferson County, Alabama) Amended to add exhibits and exhibit references Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit # <a href="#">2</a> Exhibit # <a href="#">3</a> Exhibit # <a href="#">4</a> Exhibit # <a href="#">5</a> Exhibit # <a href="#">6</a> Exhibit # <a href="#">7</a> Exhibit # <a href="#">8</a> Exhibit # <a href="#">9</a> Exhibit # <a href="#">10</a> Exhibit # <a href="#">11</a> Exhibit # <a href="#">12</a> Exhibit) (Grigsby, Calvin) (Entered: 08/26/2013)</p>

			08/26/2013)
08/26/2013		<a href="#">20</a> <a href="#">17</a> (8 pgs )	Amended Reply to Annex A to Dkt No 2016 Amended Response to DKT No 1945 Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 08/26/2013)
9/04/2013		<a href="#">20</a> <a href="#">32</a> (6 pgs ; 2 d ocs )	Notice of Hearing on (RE: related document(s) <a href="#">1945</a> Objection to Claim filed by Debtor Jefferson County, Alabama, <a href="#">2013</a> Response filed by Creditor ANDREW BENNETT, <a href="#">2016</a> Response filed by Creditor ANDREW BENNETT, <a href="#">2024</a> Objection to Claim filed by Debtor Jefferson County, Alabama). Hearing scheduled 10/17/2013 at 10:00 AM at Courtroom 1 (TBB) Birmingham. (klt) (Entered: 09/04/2013)
09/24/2013		<a href="#">20</a> <a href="#">65</a> (20 pg s)	Response to (Re Item: <a href="#">1945</a> Objection to Claim filed by Debtor Jefferson County, Alabama) Joinder to the County's Objection to Proofs of Claim filed by Roderick V. Royal and Others (Claim Nos. 1292 and 1305). Filed by Movant The Bank of New York Mellon, as Indenture Trustee (Lemke, David)

			(Entered: 09/24/2013)
10/10/2013		<a href="#">21</a> <a href="#">32</a> (54 pgs; 10 docs)	Opposition Objection to Confirmation of Plan Amendment and supplement to Doc 1920, July 30 Opposition Filed by Creditor ANDREW BENNETT. (Attachments: # <a href="#">1</a> Affidavit # <a href="#">2</a> Affidavit # <a href="#">3</a> Affidavit # <a href="#">4</a> Affidavit # <a href="#">5</a> Affidavit # <a href="#">6</a> Affidavit # <a href="#">7</a> Affidavit General Bowman Decl. aration last of 7 parts # <a href="#">8</a> Affidavit County Tax Assessor Andrew Bennett Declaration # <a href="#">9</a> Affidavit Councilwoman Shelia Tyson Declaration)(Grigsby, Calvin) (Entered: 10/10/2013)
10/11/2013		21 33	Hearing Scheduled (RE: related document(s) <a href="#">2132</a> Objection to Confirmation of the Plan filed by Creditor ANDREW BENNETT). Hearing scheduled 11/12/2013 at 09:00 AM at Courtroom 1 (TBB) Birmingham. (klt) (Entered: 10/11/2013)
10/15/2013		<a href="#">21</a> <a href="#">41</a> (4 pgs )	Amended Response to 1945 Debtor Objection to Proof of claim supplementing Response Doc. 2016 Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/15/2013)

			10/15/2013)
10/15/2013		<a href="#">21</a> <a href="#">43</a> (26 pgs)	Reply to (Re Item: <a href="#">2016</a> ) Jefferson County's Reply in Support of Its Objection to Proofs of Claims Filed by Roderick V. Royal and Others (Claim Numbers 1292 and 1305) Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 10/15/2013)
10/17/2013		<a href="#">21</a> <a href="#">51</a> (4 pgs)	Response to (Re Item: <a href="#">2143</a> Reply filed by Debtor Jefferson County, Alabama) Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/17/2013)
10/17/2013		21 52	Hearing Scheduled (RE: related document(s) <a href="#">2151</a> Response filed by Creditor ANDREW BENNETT). Hearing scheduled 10/17/2013 at 10:00 AM at Courtroom 1 (TBB) Birmingham. (klt) (Entered: 10/17/2013)
10/17/2013		21 53	Hearing Scheduled (RE: related document(s) <a href="#">2017</a> Reply filed by Creditor ANDREW BENNETT, <a href="#">2040</a> Objection to Claim filed by Debtor Jefferson County, Alabama, <a href="#">2042</a> Objection

			to Claim filed by Debtor Jefferson County, Alabama). Hearing scheduled 10/17/2013 at 10:00 AM at Courtroom 1 (TBB) Birmingham. (sld) (Entered: 10/17/2013)
10/17/2013		<a href="#">21</a> <a href="#">55</a> (6 pgs ; 2 d ocs )	Order Signed on 10/17/2013 Striking (RE: related document(s) <a href="#">2129</a> Objection to Confirmation of the Plan filed by Interested Party Lucille Crawford, <a href="#">2132</a> Objection to Confirmation of the Plan filed by Creditor ANDREW BENNETT). (klt) (Entered: 10/17/2013)
10/17/2013		<a href="#">21</a> <a href="#">60</a> (6 pgs )	Reply to objection to claim 1945 motion for clarification Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/17/2013)
10/22/2013		<a href="#">21</a> <a href="#">63</a>	Transcript of hearing held on: 10/17/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 01/21/2014. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located

			<p>in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 10/29/2013. Redaction Request Due By 11/12/2013. Redacted Transcript Submission Due By 11/22/2013. Transcript access will be restricted through 01/21/2014. (Basham, Patricia) (Entered: 10/22/2013)</p>
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11/01/2013		<a href="#">2174</a> (13 pages)	Motion to Amend and/or Alter (related documents <a href="#">2163</a> Transcript ) judgment of disallowance of claim Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 11/01/2013)
11/01/2013		2175	Hearing Scheduled (RE: related document(s) <a href="#">2174</a> Motion to Amend and/or Alter filed by Creditor ANDREW BENNETT). Hearing scheduled 11/20/2013 at 10:00 AM at Courtroom 1 (TBB) Birmingham. (klt) (Entered: 11/01/2013)

<a href="#">2182</a> (112 pages)	Amended Chapter 9 Plan Chapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED November 6, 2013) Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1911</a> Amended Chapter 9 PlanChapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED July 29, 2013) Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">1816</a> Chapter 9 Plan Chapter 9 Plan of Adjustment for Jefferson County, Alabama (DATED June 30, 2013) Filed by Debtor Jefferson County, Alabama. (Darby)). (Darby)). (Darby) (Entered: 11/01/2013)
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	11/06/2013)		
11/0 6/20 13		<a href="#">218</a> <a href="#">3</a> (42 pgs)	Motion to Approve Compromise under Rule 9019 Motion for Approval Pursuant to the Confirmation Order of Compromises and Settlements and Related Relief With Respect to the Chapter 9 Plan of Adjustment for Jefferson County, Alabama Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 11/06/2013)
11/0 6/20 13		<a href="#">218</a> <a href="#">4</a> (155 pgs; 7 do cs)	Notice Notice of Plan Modifications and Hearing Thereon. (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C # <a href="#">4</a> Exhibit D # <a href="#">5</a> Exhibit E # <a href="#">6</a> Exhibit F) (Darby) (Entered: 11/06/2013)
11/0 6/20 13		<a href="#">218</a> <a href="#">5</a> (9 p gs)	Certificate of Service re: Chapter 9 Plan of Adjustment for Jefferson County, Alabama (Dated November 6, 2013), Motion for Approval Pursuant to the Confirmation Order of Compromises and Settlements and Related Relief With Respect to the Chapter

			<p>9 Plan and Notice of Plan Modifications and Hearing Thereon Filed by Other Professional Kurtzman Carson Consultants LLC (RE: related document(s)<a href="#">2182</a> Amended Chapter 9 Plan,<a href="#">2183</a> Motion to Approve Compromise under Rule 9019 Motion for Approval Pursuant to the Confirmation Order of Compromises and Settlements and Related Relief With Respect to the Chapter 9 Plan of Adjustment for Jefferson County, Alabama, <a href="#">2184</a> Notice) . (Kass, Albert) (Entered: 11/06/2013)</p>
<p>11/1 2/20 13</p>		<p><a href="#">2197</a> (7 pgs; 2 docs)</p>	<p>Order Sustaining Objection of Jefferson County, Alabama to Proof of Claim filed by Charles E. Wilson and Others (Claim 370) Signed on 11/12/2013 (RE: related document(s)<a href="#">2035</a> Objection to Claim filed by Debtor Jefferson County, Alabama SUSTAINED on the grounds that the Claimants have stated no right to payment or any other affirmative recovery against the County under Alabama law and the Disputed</p>

			Claim (Claim Number 370) is disallowed in its entirety, <a href="#">2067</a> Response filed by Charles E Wilson, David Harris, and Mike Agnesia overruled). (klt) (Entered: 11/12/2013)
11/13/2013		<a href="#">2198</a> (4 pgs)	Reply to (Re Item: <a href="#">2183</a> ) opposition to motion Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 11/13/2013)
11/13/2013		2199	Hearing Scheduled (RE: related document(s) <a href="#">1920</a> Reply filed by Creditor ANDREW BENNETT). Hearing scheduled 11/20/2013 at 10:00 AM at Courtroom 3 (TBB) Birmingham. (sld) (Entered: 11/13/2013)
11/14/2013		<a href="#">2208</a> (365 pgs; 9 docs)	Supplement Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">2182</a> Amended Chapter 9 Plan). (Attachments: # <a href="#">1</a> Exhibit 1 # <a href="#">2</a> Exhibit 2 # <a href="#">3</a> Exhibit 3(a) # <a href="#">4</a> Exhibit 3(b) # <a href="#">5</a> Exhibit 3(c) # <a href="#">6</a> Exhibit 4

			# <a href="#">7</a> Exhibit 5 # <a href="#">8</a> Exhibit 6) (Darby) (Entered: 11/14/2013)
11/15 /2013		<a href="#">22</a> <a href="#">12</a> (8 25 p gs ; 42 d oc s)	Exhibit Notice of Filing County Exhibits C.1 Through C.1-K and C.23 Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.1_Part1 # <a href="#">2</a> C.1_Part2 # <a href="#">3</a> C.1_Part3 # <a href="#">4</a> C.1_Part4 # <a href="#">5</a> C.1_Part5 # <a href="#">6</a> C.1-A_Part1 # <a href="#">7</a> C.1-A_Part2 # <a href="#">8</a> C.1-B_Part1 # <a href="#">9</a> C.1-B_Part2 # <a href="#">10</a> C.1-C_Part1 # <a href="#">11</a> C.1-C_Part2 # <a href="#">12</a> C.1-D_Part1 # <a href="#">13</a> C.1-D_Part2 # <a href="#">14</a> C.1-D_Part3 # <a href="#">15</a> C.1-D_Part4 # <a href="#">16</a> C.1-E_Part1 # <a href="#">17</a> C.1-E_Part2 # <a href="#">18</a> C.1-F_Part1 # <a href="#">19</a> C.1-F_Part2 # <a href="#">20</a> C.1-F_Part3 # <a href="#">21</a> C.1-F_Part4 # <a href="#">22</a> C.1-F_Part5 # <a href="#">23</a> C.1-F_Part6. # <a href="#">24</a> C.1-F_Part7 # <a href="#">25</a> C.1-G_Part1 # <a href="#">26</a> C.1-G_Part2 # <a href="#">27</a> C.1-H_Part1 # <a href="#">28</a> C.1-H_Part2 # <a href="#">29</a> C.1-I_Part1 # <a href="#">30</a> C.1-I_Part2 # <a href="#">31</a> C.1-J_Part1 # <a href="#">32</a> C.1-J_Part2 # <a href="#">33</a> C.1-J_Part3 # <a href="#">34</a> C.1-J_Part4 # <a href="#">35</a> C.1-J_Part5 # <a href="#">36</a> C.1-J_Part6 # <a href="#">37</a> C.1-J_Part7 # <a href="#">38</a> C.1-K_Part1.pdf # <a href="#">39</a> C.1-K_Part2 # <a href="#">40</a> C.23_Part1 # <a href="#">41</a> C.23_Part2) (Bailey, James) (Entered: 11/15/2013)

11/15/2013		<a href="#">2213</a> (919 pgs; 52 docs)	Exhibit Notice of Filing County Exhibit C.344 (Part 1 of 6) Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.344_Part1 # <a href="#">2</a> C.344_Part2 # <a href="#">3</a> C.344_Part3 # <a href="#">4</a> C.344_Part4 # <a href="#">5</a> C.344_Part5 # <a href="#">6</a> C.344_Part6 # <a href="#">7</a> C.344_Part7 # <a href="#">8</a> C.344_Part8 # <a href="#">9</a> C.344_Part9 # <a href="#">10</a> C.344_Part10 # <a href="#">11</a> C.344_Part11 # <a href="#">12</a> C.344_Part12 # <a href="#">13</a> C.344_Part13 # <a href="#">14</a> C.344_Part14 # <a href="#">15</a> C.344_Part15 # <a href="#">16</a> C.344_Part16 # <a href="#">17</a> C.344_Part17 # <a href="#">18</a> C.344_Part18 # <a href="#">19</a> C.344_Part19 # <a href="#">20</a> C.344_Part20 # <a href="#">21</a> C.344_Part21 # <a href="#">22</a> C.344_Part22 # <a href="#">23</a> C.344_Part23 # <a href="#">24</a> C.344_Part24 # <a href="#">25</a> C.344_Part25 # <a href="#">26</a> C.344_Part26 # <a href="#">27</a> C.344_Part27 # <a href="#">28</a> C.344_Part28 # <a href="#">29</a> C.344_Part29 # <a href="#">30</a> C.344_Part30 # <a href="#">31</a> C.344_Part31 # <a href="#">32</a> C.344_Part32 # <a href="#">33</a> C.344_Part33 # <a href="#">34</a> C.344_Part34 # <a href="#">35</a> C.344_Part35 # <a href="#">36</a> C.344_Part36
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			<p># <a href="#">37</a> C.344_Part37 # <a href="#">38</a> C.344_Part38  # <a href="#">39</a> C.344_Part39 # <a href="#">40</a> C.344_Part40  # <a href="#">41</a> C.344_Part41 # <a href="#">42</a> C.344_Part42  # <a href="#">43</a> C.344_Part43 # <a href="#">44</a> C.344_Part44  # <a href="#">45</a>C.344_Part45 # <a href="#">46</a> C.344_Part46  # <a href="#">47</a> C.344_Part47 # <a href="#">48</a>C.344_Part48  # <a href="#">49</a> C.344_Part49 # <a href="#">50</a> C.344_Part50  # <a href="#">51</a> C.344_Part51) (Bailey, James)  (Entered: 11/15/2013)</p>
11/15/2013		<p><a href="#">2214</a>  (653 pgs;  54 docs)</p>	<p>Exhibit Notice of Filing County Exhibit C.344 (Part 2 of 6) Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.344_Part52 # <a href="#">2</a> C.344_Part53 # <a href="#">3</a> C.344_Part54 # <a href="#">4</a> C.344_Part55 # <a href="#">5</a> C.344_Part56 # <a href="#">6</a>C.344_Part57 # <a href="#">7</a> C.344_Part58 # <a href="#">8</a> C.344_Part59 # <a href="#">9</a> C.344_Part60 # <a href="#">10</a> C.344_Part61 # <a href="#">11</a> C.344_Part62 # <a href="#">12</a>C.344_Part63 # <a href="#">13</a> C.344_Part64 # <a href="#">14</a> C.344_Part65 # <a href="#">15</a> C.344_Part66 # <a href="#">16</a> C.344_Part67 # <a href="#">17</a> C.344_Part68 # <a href="#">18</a> C.344_Part69 # <a href="#">19</a> C.344_Part70 # <a href="#">20</a> C.344_Part71 # <a href="#">21</a> C.344_Part72 # <a href="#">22</a> C.344_Part73 # <a href="#">23</a>C.344_Part74 # <a href="#">24</a> C.344_Part75 # <a href="#">25</a> C.344_Part76 # <a href="#">26</a> C.344_Part77 # <a href="#">27</a> C.344_Part78 # <a href="#">28</a> C.344_Part79 # <a href="#">29</a> C.344_Part80 # <a href="#">30</a> C.344_Part81 # <a href="#">31</a> C.344_Part82 # <a href="#">32</a> C.344_Part83 # <a href="#">33</a> C.344_Part84 # <a href="#">34</a>C.344_Part85 # <a href="#">35</a> C.344_Part86 # <a href="#">36</a>C.344_Part87 # <a href="#">37</a> C.344_Part88 # <a href="#">38</a> C.344_Part89 # <a href="#">39</a> C.344_Part90 # <a href="#">40</a> C.344_Part91 # <a href="#">41</a> C.344_Part92 # <a href="#">42</a> C.344_Part93 # <a href="#">43</a> C.344_Part94 # <a href="#">44</a> C.344_Part95 # <a href="#">45</a>C.344_Part96 # <a href="#">46</a> C.344_Part97 # <a href="#">47</a> C.344_Part98 # <a href="#">48</a> C.344_Part99 # <a href="#">49</a> C.344_Part100 # <a href="#">50</a>C.344_Part101 # <a href="#">51</a> C.344_Part102 # <a href="#">52</a> C.344_Part103 # <a href="#">53</a> C.344_Part104) (Bailey, James)  (Entered: 11/15/2013)</p>
11/15/2013		<p><a href="#">2215</a>  (507 pgs;</p>	<p>Exhibit Notice of Filing County Exhibit C.344 (Part 3 of 6) Filed by Debtor Jefferson County, Alabama. (Attachments:</p>

		52 docs)	<p># <a href="#">1</a> C.344_Part105 # <a href="#">2</a> C.344_Part106  # <a href="#">3</a> C.344_Part107 # <a href="#">4</a> C.344_Part108  # <a href="#">5</a> C.344_Part109 # <a href="#">6</a> C.344_Part110  # <a href="#">7</a> C.344_Part111 # <a href="#">8</a> C.344_Part112  # <a href="#">9</a> C.344_Part113 # <a href="#">10</a> C.344_Part114  # <a href="#">11</a>C.344_Part115 # <a href="#">12</a> C.344_Part116  # <a href="#">13</a> C.344_Part117 # <a href="#">14</a> C.344_Part118  # <a href="#">15</a> C.344_Part119 # <a href="#">16</a>C.344_Part120  # <a href="#">17</a> C.344_Part121 # <a href="#">18</a>C.344_Part122  # <a href="#">19</a> C.344_Part123 # <a href="#">20</a> C.344_Part124  # <a href="#">21</a>C.344_Part125 # <a href="#">22</a> C.344_Part126  # <a href="#">23</a> C.344_Part127 # <a href="#">24</a> C.344_Part128  # <a href="#">25</a> C.344_Part129 # <a href="#">26</a>C.344_Part130  # <a href="#">27</a> C.344_Part131 # <a href="#">28</a>C.344_Part132  # <a href="#">29</a> C.344_Part133 # <a href="#">30</a> C.344_Part134  # <a href="#">31</a>C.344_Part135 # <a href="#">32</a> C.344_Part136  # <a href="#">33</a> C.344_Part137 # <a href="#">34</a> C.344_Part138  # <a href="#">35</a> C.344_Part139 # <a href="#">36</a>C.344_Part140  # <a href="#">37</a> C.344_Part141 # <a href="#">38</a>C.344_Part142  # <a href="#">39</a> C.344_Part143 # <a href="#">40</a> C.344_Part144  # <a href="#">41</a>C.344_Part145 # <a href="#">42</a> C.344_Part146  # <a href="#">43</a> C.344_Part147 # <a href="#">44</a> C.344_Part148  # <a href="#">45</a> C.344_Part149 # <a href="#">46</a>C.344_Part150  # <a href="#">47</a> C.344_Part151 # <a href="#">48</a>C.344_Part152  # <a href="#">49</a> C.344_Part153 # <a href="#">50</a> C.344_Part154  # <a href="#">51</a>C.344_Part155) (Bailey, James)  (Entered: 11/15/2013)</p>
11/15/2013		<a href="#">2216</a> (666 pgs; 48 docs)	<p>Exhibit Notice of Filing County Exhibit  C.344 (Part 4 of 6) Filed by Debtor  Jefferson County, Alabama. (Attachments:  # <a href="#">1</a> C.344_Part156 # <a href="#">2</a> C.344_Part157  # <a href="#">3</a> C.344_Part158 # <a href="#">4</a> C.344_Part159  # <a href="#">5</a> C.344_Part160 # <a href="#">6</a> C.344_Part161  # <a href="#">7</a> C.344_Part162 # <a href="#">8</a> C.344_Part163  # <a href="#">9</a> C.344_Part164 # <a href="#">10</a> C.344_Part165  # <a href="#">11</a>C.344_Part166 # <a href="#">12</a> C.344_Part167  # <a href="#">13</a> C.344_Part168 # <a href="#">14</a> C.344_Part169  # <a href="#">15</a> C.344_Part170 # <a href="#">16</a>C.344_Part171  # <a href="#">17</a> C.344_Part172  # <a href="#">18</a> C.344_Part173.pdf  # <a href="#">19</a> C.344_Part174 # <a href="#">20</a> C.344_Part175  # <a href="#">21</a>C.344_Part176 # <a href="#">22</a> C.344_Part177  # <a href="#">23</a> C.344_Part178 # <a href="#">24</a> C.344_Part179  # <a href="#">25</a> C.344_Part180 # <a href="#">26</a>C.344_Part181</p>

			<p># <a href="#">27</a> C.344_Part182 # <a href="#">28</a> C.344_Part183  # <a href="#">29</a> C.344_Part184 # <a href="#">30</a> C.344_Part185  # <a href="#">31</a>C.344_Part186.pdf  # <a href="#">32</a> C.344_Part187 # <a href="#">33</a> C.344_Part188  # <a href="#">34</a> C.344_Part189 # <a href="#">35</a> C.344_Part190  # <a href="#">36</a>C.344_Part191 # <a href="#">37</a> C.344_Part192  # <a href="#">38</a> C.344_Part193  # <a href="#">39</a> C.344_Part194.pdf  # <a href="#">40</a> C.344_Part195 # <a href="#">41</a>C.344_Part196  # <a href="#">42</a> C.344_Part197 # <a href="#">43</a> C.344_Part198  # <a href="#">44</a> C.344_Part199 # <a href="#">45</a> C.344_Part200  # <a href="#">46</a>C.344_Part201 # <a href="#">47</a> C.344_Part202)  (Bailey, James) (Entered: 11/15/2013)</p>
11/15/2013		<p><a href="#">2217</a>  (738 pgs;  53 docs)</p>	<p>Exhibit Notice of Filing County Exhibit  C.344 (Part 5 of 6) Filed by Debtor  Jefferson County, Alabama. (Attachments:  # <a href="#">1</a> C.344_Part203 # <a href="#">2</a> C.344_Part204  # <a href="#">3</a> C.344_Part205 # <a href="#">4</a> C.344_Part206  # <a href="#">5</a> C.344_Part207 # <a href="#">6</a> C.344_Part208  # <a href="#">7</a> C.344_Part209 # <a href="#">8</a> C.344_Part210  # <a href="#">9</a> C.344_Part211 # <a href="#">10</a> C.344_Part212  # <a href="#">11</a>C.344_Part213 # <a href="#">12</a> C.344_Part214  # <a href="#">13</a> C.344_Part215 # <a href="#">14</a> C.344_Part216  # <a href="#">15</a> C.344_Part217 # <a href="#">16</a>C.344_Part218.  # <a href="#">17</a> C.344_Part219 # <a href="#">18</a> C.344_Part220  # <a href="#">19</a> C.344_Part221 # <a href="#">20</a> C.344_Part222  # <a href="#">21</a>C.344_Part223 # <a href="#">22</a> C.344_Part224  # <a href="#">23</a> C.344_Part225 # <a href="#">24</a> C.344_Part226  # <a href="#">25</a> C.344_Part227 # <a href="#">26</a>C.344_Part228  # <a href="#">27</a> C.344_Part229 # <a href="#">28</a>C.344_Part230  # <a href="#">29</a> C.344_Part231 # <a href="#">30</a> C.344_Part232  # <a href="#">31</a>C.344_Part233 # <a href="#">32</a> C.344_Part234  # <a href="#">33</a> C.344_Part235 # <a href="#">34</a> C.344_Part236  # <a href="#">35</a> C.344_Part237 # <a href="#">36</a>C.344_Part238  # <a href="#">37</a> C.344_Part239 # <a href="#">38</a> C.344_Part240  # <a href="#">39</a> C.344_Part241 # <a href="#">40</a> C.344_Part242  # <a href="#">41</a>C.344_Part243 # <a href="#">42</a> C.344_Part244  # <a href="#">43</a> C.344_Part245 # <a href="#">44</a> C.344_Part246  # <a href="#">45</a> C.344_Part247 # <a href="#">46</a>C.344_Part248  # <a href="#">47</a> C.344_Part249 # <a href="#">48</a> C.344_Part250  # <a href="#">49</a> C.344_Part251 # <a href="#">50</a> C.344_Part252  # <a href="#">51</a>C.344_Part253 # <a href="#">52</a> C.344_Part254)  (Bailey, James) (Entered: 11/15/2013)</p>



11/15/2013		<p><a href="#">2221</a> (1062 pgs; 51 docs)</p>	<p>Exhibit Notice of Filing County Exhibit C.344 (Part 6 of 6) Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.344_Part255 # <a href="#">2</a> C.344_Part256 # <a href="#">3</a> C.344_Part257 # <a href="#">4</a> C.344_Part258 # <a href="#">5</a> C.344_Part259 # <a href="#">6</a> C.344_Part260 # <a href="#">7</a> C.344_Part261 # <a href="#">8</a> C.344_Part262 # <a href="#">9</a> C.344_Part263 # <a href="#">10</a> C.344_Part264 # <a href="#">11</a> C.344_Part265 # <a href="#">12</a> C.344_Part266 # <a href="#">13</a> C.344_Part267 # <a href="#">14</a> C.344_Part268 # <a href="#">15</a> C.344_Part269 # <a href="#">16</a> C.344_Part270 # <a href="#">17</a> C.344_Part271 # <a href="#">18</a> C.344_Part272 # <a href="#">19</a> C.344_Part273 # <a href="#">20</a> C.344_Part274 # <a href="#">21</a> C.344_Part275 # <a href="#">22</a> C.344_Part276 # <a href="#">23</a> C.344_Part277 # <a href="#">24</a> C.344_Part278 # <a href="#">25</a> C.344_Part279 # <a href="#">26</a> C.344_Part280 # <a href="#">27</a> C.344_Part281 # <a href="#">28</a> C.344_Part282 # <a href="#">29</a> C.344_Part283 # <a href="#">30</a> C.344_Part284 # <a href="#">31</a> C.344_Part285 # <a href="#">32</a> C.344_Part286 # <a href="#">33</a> C.344_Part287 # <a href="#">34</a> C.344_Part288 # <a href="#">35</a> C.344_Part289 # <a href="#">36</a> C.344_Part290 # <a href="#">37</a> C.344_Part291 # <a href="#">38</a> C.344_Part292 # <a href="#">39</a> C.344_Part293 # <a href="#">40</a> C.344_Part294 # <a href="#">41</a> C.344_Part295 # <a href="#">42</a> C.344_Part296 # <a href="#">43</a> C.344_Part297 # <a href="#">44</a> C.344_Part298 # <a href="#">45</a> C.344_Part299 # <a href="#">46</a> C.344_Part300 # <a href="#">47</a> C.344_Part301 # <a href="#">48</a> C.344_Part302 # <a href="#">49</a> C.344_Part303 # <a href="#">50</a> C.344_Part304) (Bailey, James) (Entered: 11/15/2013)</p>
11/15/2013		<p><a href="#">2222</a> (511 pgs; 29 docs)</p>	<p>Exhibit Notice of Filing County Exhibits C.345 Through C.354 Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.345_Part1 # <a href="#">2</a> C.345_Part2 # <a href="#">3</a> C.345_Part3 # <a href="#">4</a> C.346_Part1 # <a href="#">5</a> C.346_Part2 # <a href="#">6</a> C.346_Part3 # <a href="#">7</a> C.347_Part1 # <a href="#">8</a> C.347_Part2 # <a href="#">9</a> C.347_Part3 # <a href="#">10</a> C.348_Part1 # <a href="#">11</a> C.348_Part2 # <a href="#">12</a> C.348_Part3 # <a href="#">13</a> C.349_Part1 # <a href="#">14</a> C.349_Part2 # <a href="#">15</a> C.349_Part3 # <a href="#">16</a> C.350_Part1 # <a href="#">17</a> C.350_Part2 # <a href="#">18</a> C.350_Part3 # <a href="#">19</a> C.351_Part1 # <a href="#">20</a> C.351_Part3 # <a href="#">21</a> C.352_Part1 # <a href="#">22</a> C.352_Part2 # <a href="#">23</a> C.352_Part3 # <a href="#">24</a> C.353_Part1</p>

			<p># <a href="#">25</a> C.353_Part2 # <a href="#">26</a> C.353_Part3  # <a href="#">27</a> C.354_Part2 # <a href="#">28</a> C.354_Part3)  (Henderson, Jennifer) (Entered:  11/15/2013)</p>
11/15/2013		<p><a href="#">2223</a>  (1121 pgs;  36 docs)</p>	<p>Exhibit Notice of Filing County Exhibits  C-355 through C-379 Filed by Debtor  Jefferson County, Alabama. (Attachments:  # <a href="#">1</a> C.355 # <a href="#">2</a> C.356 # <a href="#">3</a> C.357 # <a href="#">4</a> C.358  # <a href="#">5</a> C.359 # <a href="#">6</a> C.360_Part1  # <a href="#">7</a> C.360_Part2 # <a href="#">8</a> C.360_Part3  # <a href="#">9</a> C.360_Part4 # <a href="#">10</a> C.360_Part5  # <a href="#">11</a> C.360_Part6 # <a href="#">12</a> C.360_Part7  # <a href="#">13</a> C.360_Part8 # <a href="#">14</a> C.361 # <a href="#">15</a> C.362  # <a href="#">16</a> C.363 # <a href="#">17</a> C.364 # <a href="#">18</a> C.365  # <a href="#">19</a> C.366 # <a href="#">20</a> C.367_Part1  # <a href="#">21</a> C.367_Part2 # <a href="#">22</a> C.367_Part3  # <a href="#">23</a> C.368 # <a href="#">24</a> C.369 # <a href="#">25</a> C.370  # <a href="#">26</a> C.371 # <a href="#">27</a> C.372 # <a href="#">28</a> C.373_Part1  # <a href="#">29</a> C.373_Part2 # <a href="#">30</a> C.374 # <a href="#">31</a> C.375  # <a href="#">32</a> C.376 # <a href="#">33</a> C.377 # <a href="#">34</a> C.378  # <a href="#">35</a> C.379) (Bailey, James) (Entered:  11/15/2013)</p>
11/15/2013		<p><a href="#">2224</a>  (1314 pgs;  37 docs)</p>	<p>Exhibit Notice of Filing County Exhibits  C.380 Through C.402 Filed by Debtor  Jefferson County, Alabama. (Attachments:  # <a href="#">1</a> C.380_Part1 # <a href="#">2</a> C.380_Part2  # <a href="#">3</a> C.381 # <a href="#">4</a> C.382_Part1  # <a href="#">5</a> C.382_Part2 # <a href="#">6</a> C.383  # <a href="#">7</a> C.384_Part1 # <a href="#">8</a> C.384_Part2  # <a href="#">9</a> C.384_Part3 # <a href="#">10</a> C.385  # <a href="#">11</a> C.386_Part1 # <a href="#">12</a> C.386_Part2  # <a href="#">13</a> C.386_Part3 # <a href="#">14</a> C.386_Part4  # <a href="#">15</a> C.386_Part5 # <a href="#">16</a> C.386_Part6  # <a href="#">17</a> C.386_Part7 # <a href="#">18</a> C.386_Part8  # <a href="#">19</a> C.386_Part9 # <a href="#">20</a> C.386_Part10  # <a href="#">21</a> C.387 # <a href="#">22</a> C.388 # <a href="#">23</a> C.389  # <a href="#">24</a> C.390 # <a href="#">25</a> C.391 # <a href="#">26</a> C.392  # <a href="#">27</a> C.393 # <a href="#">28</a> C.394 # <a href="#">29</a> C.395  # <a href="#">30</a> C.396 # <a href="#">31</a> C.397 # <a href="#">32</a> C.398  # <a href="#">33</a> C.399 # <a href="#">34</a> C.400 # <a href="#">35</a> C.401  # <a href="#">36</a> C.402) (Henderson, Jennifer)  (Entered: 11/15/2013)</p>

11/15/2013		<a href="#">2225</a> (196 pgs; 15 docs)	Exhibit Notice of Filing County Exhibits C.403 through C.415 Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.403_Part1 # <a href="#">2</a> C.403_Part2 # <a href="#">3</a> C.404 # <a href="#">4</a> C.405 # <a href="#">5</a> C.406 # <a href="#">6</a> C.407 # <a href="#">7</a> C.408 # <a href="#">8</a> C.409 # <a href="#">9</a> C.410 # <a href="#">10</a> C.411 # <a href="#">11</a> C.412 # <a href="#">12</a> C.413 # <a href="#">13</a> C.414 # <a href="#">14</a> C.415) (Henderson, Jennifer) (Entered: 11/15/2013)
11/15/2013		<a href="#">2226</a> (1211 pgs; 39 docs)	Exhibit Notice of Filing County Exhibits C.416 Through C.424 Filed by Debtor Jefferson County, Alabama. (Attachments: # <a href="#">1</a> C.416_Part1 # <a href="#">2</a> C.416_Part2 # <a href="#">3</a> C.416_Part3 # <a href="#">4</a> C.416_Part4 # <a href="#">5</a> C.416_Part5 # <a href="#">6</a> C.416_Part6 # <a href="#">7</a> C.416_Part7 # <a href="#">8</a> C.416_Part8 # <a href="#">9</a> C.416_Part9 # <a href="#">10</a> C.416_Part10 # <a href="#">11</a> C.416_Part11 # <a href="#">12</a> C.416_Part12 # <a href="#">13</a> C.416_Part13 # <a href="#">14</a> C.416_Part14 # <a href="#">15</a> C.416_Part15 # <a href="#">16</a> C.416_Part16 # <a href="#">17</a> C.417 # <a href="#">18</a> C.418 # <a href="#">19</a> C.419_Part1 # <a href="#">20</a> C.419_Part2 # <a href="#">21</a> C.419_Part3 # <a href="#">22</a> C.419_Part4 # <a href="#">23</a> C.419_Part5 # <a href="#">24</a> C.419_Part6 # <a href="#">25</a> C.420 # <a href="#">26</a> C.421_Part1 # <a href="#">27</a> C.421_Part2 # <a href="#">28</a> C.421_Part3 # <a href="#">29</a> C.421_Part4 # <a href="#">30</a> C.421_Part5 # <a href="#">31</a> C.421_Part6 # <a href="#">32</a> C.421_Part7 # <a href="#">33</a> C.421_Part8 # <a href="#">34</a> C.421_Part9 # <a href="#">35</a> C.422 # <a href="#">36</a> C.423 # <a href="#">37</a> C.424_Part1 # <a href="#">38</a> C.424_Part2) (Bailey, James) (Entered: 11/15/2013)
11/19/2013		2236	Hearing Scheduled (RE: related document(s) <a href="#">1920</a> Reply filed by Creditor ANDREW BENNETT, <a href="#">2184</a> Notice, <a href="#">2198</a> Reply filed by Creditor ANDREW BENNETT, <a href="#">2200</a> Summary of Ballots filed by Debtor Jefferson County, Alabama, <a href="#">2201</a> Summary of Ballots filed by Debtor Jefferson County, Alabama, <a href="#">2203</a> Brief filed by Debtor Jefferson County, Alabama, <a href="#">2208</a> Supplement filed by

			Debtor Jefferson County, Alabama, <a href="#">2228</a> Reply filed by Interested Party Charles E Wilson, Interested Party David Harris, Interested Party Mike Agnesia). Hearing scheduled 11/20/2013 at 10:00 AM at Courtroom 1 (TBB) Birmingham. (klt) (Entered: 11/19/2013)
11/19/2013		<a href="#">2237</a> (118 pgs; 12 docs)	Reply to (Re Item: <a href="#">2203</a> ) Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Appendix Appendix 1 to Exh B # <a href="#">4</a> Appendix Appendix 2 to Exh. B # <a href="#">5</a> Appendix Appendix 3 to Exh. B # <a href="#">6</a> Appendix Appendix 4 to Exh. B # <a href="#">7</a> Appendix Appendix 5 to Exh. B # <a href="#">8</a> Appendix Appendix 6 to Exh. B # <a href="#">9</a> Appendix Appendix 7 to Exh. B # <a href="#">10</a> Appendix Appendix 8 Andrew Bennett Decl to Exh B # <a href="#">11</a> Appendix Appendix 9 Shelia Tyson Decl to Exh. B) (Grigsby, Calvin) (Entered: 11/19/2013)
11/19/2013		<a href="#">2238</a> (223 pgs; 7 docs)	Supplement Filed by Debtor Jefferson County, Alabama (RE: related document(s) <a href="#">2182</a> Amended Chapter 9 Plan, <a href="#">2208</a> Supplement). (Attachments: # <a href="#">1</a> Exhibit 1 # <a href="#">2</a> Exhibit 2 # <a href="#">3</a> Exhibit 3 # <a href="#">4</a> Exhibit 4 # <a href="#">5</a> Exhibit 5 # <a href="#">6</a> Exhibit 6) (Darby) (Entered: 11/19/2013)
11/26/2013		<a href="#">2251</a> (7 pgs; 2 docs)	Order Denying Motion for Clarification or Reconsideration Based On Two Cases Cited as Authority by the Court on Objection of Jefferson County, Alabama to Proofs Of Claim Filed by Roderick V. Royal and Others (Related Doc <a href="#">2160</a> and Order Denying Motion to Alter or Amend or for Relief from a Final Judgment (Related Doc <a href="#">2174</a> ), Signed on 11/26/2013. (klt) Modified on 11/26/2013 to correct text (klt). (Entered: 11/26/2013)

11/22/2013		<a href="#">2248</a> (84 pgs; 2 docs)	Findings of Fact, Conclusions of Law and Order Confirming the Chapter 9 Plan of Adjustment for Jefferson County, Alabama Signed on 11/22/2013 (RE: related document(s) <a href="#">1911</a> Amended Chapter 9 Plan filed by Debtor Jefferson County, Alabama, <a href="#">2182</a> Amended Chapter 9 Plan filed by Debtor Jefferson County, Alabama). The Plan, as previously modified and as modified by any modifications made at the Confirmation Hearing, is APPROVED and CONFIRMED. The Plan Settlements Motion <a href="#">2183</a> is GRANTED in its entirety. Any resolutions of objections to confirmation of the Plan or to the Plan Settlements Motion explained on the record at the Confirmation Hearing are hereby incorporated by reference. All unresolved objections, statements, joinders, comments, and reservations of rights in opposition to or inconsistent with the Plan or the Plan Settlements Motion have been fully considered by the Court and are hereby OVERRULED with prejudice on the merits and in their entirety. The Administrative Claims Bar Date shall be January 31, 2014. (klt) (Entered: 11/22/2013)
10/15/2013		<a href="#">2141</a> (4 pgs)	Amended Response to 1945 Debtor Objection to Proof of claim supplementing Response Doc. 2016 Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/15/2013)
10/17/2013		<a href="#">2151</a> (4 pgs)	Response to (Re Item: <a href="#">2143</a> Reply filed by Debtor Jefferson County, Alabama) Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/17/2013)
10/17/2013		<a href="#">2160</a> (6 pgs)	Reply to objection to claim 1945 motion for clarification Filed by Creditor ANDREW BENNETT (Grigsby, Calvin)

			(Entered: 10/17/2013)
11/13/2013		<a href="#">2198</a> (4 pgs)	Reply to (Re Item: <a href="#">2183</a> ) opposition to motion Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 11/13/2013)
11/19/2013		<a href="#">2237</a> (118 pgs; 12 docs)	Reply to (Re Item: <a href="#">2203</a> ) Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Appendix Appendix 1 to Exh B # <a href="#">4</a> Appendix Appendix 2 to Exh. B # <a href="#">5</a> Appendix Appendix 3 to Exh. B # <a href="#">6</a> Appendix Appendix 4 to Exh. B # <a href="#">7</a> Appendix Appendix 5 to Exh. B # <a href="#">8</a> Appendix Appendix 6 to Exh. B # <a href="#">9</a> Appendix Appendix 7 to Exh. B # <a href="#">10</a> Appendix Appendix 8 Andrew Bennett Decl to Exh B # <a href="#">11</a> Appendix Appendix 9 Shelia Tyson Decl to Exh. B) (Grigsby, Calvin) (Entered: 11/19/2013)
12/06/2013		<a href="#">2286</a> (16 pgs; 3 docs)	Motion for Payment Administrative Fees 11 usc 503 Filed by Creditor ANDREW BENNETT (Attachments: # <a href="#">1</a> Exhibit Exhibit A # <a href="#">2</a> Appendix Appendix A) (Grigsby, Calvin) (Entered: 12/06/2013)

Items from Docket of The Bank of New York Mellon, as Indenture Trustee, et al. v. Jefferson County, Alabama (In re Jefferson County, Alabama), Adv. Proc. No. 12-0016-TBB (Bankr. N.D. Ala.)

07/13/2012		<a href="#">126</a> (459 pgs; 6 docs)	Complaint by REGINALD THREADGILL, DAVID RUSSELL, RODERICK ROYAL, JOHN ROGERS, SHARON RICE, SHARON OWENS, WILLIAM MUHAMMAD, MARY MOORE, FREDDIE JONES II, STEVEN HOYT, RICKY DAVIS JR., CARLYN CULPEPPER, ANGELINA
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			BLACKMON, ANDREW BENNETT against Jefferson County, Alabama. Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit A# <a href="#">2</a> Exhibit B1# <a href="#">3</a> Exhibit B2# <a href="#">4</a> Exhibit B3# <a href="#">5</a> Exhibit C) (Sullivan, David) (Entered: 07/13/2012)
07/13/2012		<a href="#">127</a> (11 pgs)	Motion for Class Action Certification OF THEIR CLASS COMPLAINT IN INTERVENTION PURSUANT TO BANKRUPTCY RULES 7023 AND 9014 AND RULE 23 OF THE FEDERAL RULES OF CIVIL PROCEDURE Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Sullivan, David) (Entered: 07/13/2012)
07/31/2012		<a href="#">133</a> (69 pgs; 4 docs)	Response to (Re Item: <a href="#">127</a> Motion for Class Action Certification OF THEIR CLASS COMPLAINT IN INTERVENTION PURSUANT TO BANKRUPTCY RULES 7023 AND 9014 AND RULE 23 OF THE FEDERAL RULES OF CIVIL PROCEDURE filed by Creditor SHARON RICE, Creditor SHARON OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor DAVID RUSSELL) Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee (Attachments: # <a href="#">1</a> Exhibit Exhibit A# <a href="#">2</a> Exhibit Exhibit B# <a href="#">3</a> Exhibit Exhibit C) (Childs, Larry) (Entered: 07/31/2012)
07/31/2012		<a href="#">134</a> (20 pgs; 2 docs)	Objection to (related document(s): <a href="#">126</a> Complaint filed by Creditor SHARON RICE, Creditor SHARON OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor DAVID RUSSELL) Filed by Defendant Jefferson County, Alabama, Counter-Claimant Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A) (Darby) (Entered: 07/31/2012)
07/31/2012		<a href="#">135</a>	Objection to (related document(s): <a href="#">127</a> Motion for Class Action

	(53 pgs; 2 docs)	Certification OF THEIR CLASS COMPLAINT IN INTERVENTION PURSUANT TO BANKRUPTCY RULES 7023 AND 9014 AND RULE 23 OF THE FEDERAL RULES OF CIVIL PROCEDURE filed by Creditor SHARON RICE, Creditor SHARON OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor DAVID RUSSELL) Filed by Defendant Jefferson County, Alabama, Counter-Claimant Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A) (Darby) (Entered: 07/31/2012)
08/15/2012	<a href="#">139</a> (3 pgs; 2 docs)	Order Severing Complaint in Intervention and Motion for Class Certification; Signed on 8/15/2012 (RE: related document(s) <a href="#">126</a> Complaint filed by Creditor SHARON RICE, Creditor SHARON OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor DAVID RUSSELL, <a href="#">127</a> Motion for Class Action Certification filed by Creditor SHARON RICE, Creditor SHARON OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor DAVID RUSSELL). (khm) (Entered: 08/15/2012)

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02/03/2012	1 (143 pgs; 3 docs)	Adversary case 12-00016. 21 (Validity, priority or extent of lien or other interest in property)) Complaint by The Bank of New York Mellon, as Indenture Trustee against Jefferson County, Alabama. Fee Amount \$293 (Attachments: # 1 Exhibit A - Indenture Part 1 of 2# 2 Exhibit
02/03/2012	3 (39 pgs; 3 docs)	Motion to Intervene (Motion of Assured Guaranty Municipal Corp. to Intervene) Filed by Creditor Assured Guaranty Municipal Corp. (Attachments: # 1 Proposed Order # 2 Certificate
02/09/2012	5 (3 pgs;	Summons Issued Jefferson County, Alabama Date Issued 2/9/2012, Answer Due 3/12/2012
02/09/2012	8 (148 pgs; 3 docs)	MemorandumNotice of Constitutional Question Regarding Federal Statute Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee (RE: related document(s)1 Adversary case 12- 00016. 21 filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee). (Attachments: # 1 Exhibit

	(2 pgs)	Jefferson County, Alabama 2/9/2012 (Malcom, Brian)
02/09/2012	10 (2 pgs; 2 docs)	Notice of Status Conference Status hearing to be held on 2/9/2012 at 03:00 PM at 505 20th St N Ctrm 1 (TBB) Financial Ctr
02/09/2012	12 (2 pgs)	Summons Service Executed on Jefferson County, Alabama 2/9/2012 (Malcom, Brian)
02/13/2012	18 (1 pg)	PDF with attached Audio File - Recording Date/Time [2/9/12 3:01 PM] Run Time [00:20:57] File Size [ 28.6 MB]

02/16/2012	19  (18 pgs)	<p>Transcript of hearing held on: 02/09/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/16/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-<a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a>. All parties have seven (7) calendar days to file a Notice of</p>
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		<p>the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/23/2012. Redaction Request Due By 03/8/2012. Redacted Transcript Submission Due By 03/19/2012. Transcript access</p>
02/29/2012	20 (10 pgs)	<p>Objection to (related document(s): 3 Motion to Intervene (Motion of Assured Guaranty Municipal Corp. to Intervene) filed by Creditor Assured Guaranty Municipal Corp.) Filed by Defendant</p>
03/05/2012	21 (32 pgs)	<p>Answer to Complaint Answer and Affirmative Defenses Filed by Jefferson County, Alabama.</p>

03/06/2012	22 (190 pgs; 7 docs)	Amended Complaint by The Bank of New York Mellon, as Indenture Trustee against The Bank of New York Mellon, as Indenture Trustee. (Attachments: # 1 Exhibit A - Indenture Part 1 of 2# 2 Exhibit A - Indenture Part 2 of 2# 3 Exhibit
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		Assured Policies# 6 Exhibit F - Assured Agreement) (Childs,
03/06/2012	23 (5 pgs; 2 docs)	Notice of Withdrawal of a Document Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)3 Motion to Intervene filed by Creditor Assured Guaranty Municipal Corp.). (Attachments:

03/06/2012	24  (512 pgs;  10 docs)	<p>Exhibit - Notice of Filing Collective Exhibit B to Amended Complaint for Declaratory Judgment. Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee (RE: related document(s))22 Amended Complaint by The Bank of New York Mellon, as Indenture Trustee against The Bank of New York Mellon, as Indenture Trustee. filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee).</p> <p>(Attachments: # 1 Exhibit B - Standby Warrant Purchase Agmnt (Bank of New York)# 2 Exhibit B - Standby Warrant Purchase Agmnt (Bank of America)# 3 Exhibit B - Standby Warrant Purchase Agmnt (JPMorgan Chase Bank)# 4 Exhibit B - Standby Warrant Purchase Agmnt (Lloyds TSB Bank)# 5 Exhibit B - Standby Warrant Purchase Agmnt (Bank of Nova Scotia)# 6 Exhibit B - Standby Warrant Purchase Agmnt (Regions Bank)# 7 Exhibit B - Standby Warrant Purchase Agmnt (Societe</p>
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03/06/2012	25 (15 pgs; 2 docs)	Motion to Intervene Filed by Interested Party Financial Guaranty Insurance Company (Attachments: # 1 Exhibit A)
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<p>03/08/2012</p>	<p>27 (22 pgs)</p>	<p>Transcript of hearing held on: 03/08/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 06/6/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-<a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a>. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made</p>
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		Transcript access will be restricted through 06/6/2012.
03/09/2012	28 (5 pgs)	Designation of Fact Witnesses Filed by Interested Party Financial Guaranty Insurance Company. (Dabney, H.) Modified to edit event to match
03/09/2012	29 (60 pgs; 4 docs)	Statement Notice of Filing of Discovery Objections and Responses, Identification of Fact Witnesses and Notice of Deposition Filed by Defendant Jefferson County, Alabama. (Attachments: # 1 Exhibit A - Objections and Responses# 2 Exhibit B - Identification of Fact Witnesses# 3 Notice of Rule
03/09/2012	30 (17 pgs)	Exhibit and Witness List - Witness List of the Bank of New York Mellon. Filed by Plaintiff The Bank of New York Mellon,
03/09/2012	31 (18 pgs)	Trial Statement filed by Richard P. Carmody Filed by Plaintiff Syncora Guarantee Inc..
03/09/2012	32 (17 pgs)	Exhibit and Witness List - Amended Witness List of The Bank of New York Mellon, as Indenture Trustee. Filed by Plaintiff The Bank of New York

03/12/2012	34 (3 pgs;	Order Granting Motion by Financial Guaranty Insurance
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		related document(s)25 Motion to Intervene filed by Interested Party Financial Guaranty Insurance Company). (khm)
03/13/2012	35 (4 pgs)	Complaint by Financial Guaranty Insurance Company against Jefferson County, Alabama. Fee
03/13/2012	37 (6 pgs)	Exhibit and Witness List - Expert Witness List of the Bank of New York Mellon, as Indenture Trustee. Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Cochran,
03/13/2012	38 (6 pgs)	Exhibit and Witness List Jefferson County's Identification of Expert Witnesses Filed by Defendant Jefferson County,
03/13/2012	39 (18 pgs)	Exhibit and Witness List SYNCORA GUARANTEE INC.'S IDENTIFICATION OF POTENTIAL EXPERT WITNESSES FOR THE APRIL 11-13, 2012 HEARING Filed by Plaintiff Syncora Guarantee

03/14/2012	40 (706 pgs; 17 docs)	Issues - Notice of Constitutional Question Regarding Federal Statute. Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Attachments: # 1 Exhibit 1 - Complaint# 2 Exhibit A1 to Complaint# 3 Exhibit A2 to Complaint# 4 Exhibit B1 to Complaint# 5
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		Complaint# 7 Exhibit B4 to Complaint# 8 Exhibit B5 to Complaint# 9 Exhibit B6 to Complaint# 10 Exhibit B7 to Complaint# 11 Exhibit B8 to Complaint# 12 Exhibit B9 to Complaint# 13 Exhibit C to Complaint# 14 Exhibit D to Complaint# 15 Exhibit E to Complaint# 16 Exhibit F to Complaint)(Fite, Heath)
03/14/2012	41 (4 pgs; 2 docs)	Notice and Order Signed on 3/14/2012 (RE: related document(s)1 Complaint filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee). Hearing scheduled 4/11/2012 at 08:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr
03/16/2012	44 (20 pgs; 2 docs)	Statement - Objections and Responses by the Bank of New York Mellon, as Indenture Trustee, to the County's Rule 30(b)(6) Deposition Notice. Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Attachments: # 1
03/19/2012	46 (5 pgs)	Notice of Depositions of Jeffrey M. Sewell. Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Malcom,
03/19/2012	47 (5 pgs)	Corporate Parent Disclosure Statement Filed by Creditor Assured Guaranty Municipal

03/19/2012	48 (4 pgs)	Corporate Parent Disclosure Statement Filed by Plaintiff Regions Bank. (Murphree, J)
03/19/2012	49 (2 pgs)	Bankruptcy Rule 7007.1 Disclosure Statement Filed by Plaintiff State Street Bank and Trust Company. (Porterfield, Stephen) Modified on 3/20/2012
03/20/2012	50 (17 pgs)	Corporate Parent Disclosure Statement Filed by Interested Party Financial Guaranty Insurance Company. (Dabney,
03/20/2012	51 (48 pgs)	Answer (related document(s);22 Amended Complaint filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee) Answer and Affirmative Defenses to Plaintiffs' Amended Complaint Filed by Defendant Jefferson County, Alabama
03/20/2012	52 (5 pgs)	Corporate Parent Disclosure Statement Filed by Plaintiff JPMorgan Chase Bank, N.A.. (Hammond, Clark) (Entered:
03/20/2012	53 (5 pgs)	StatementSyncora Guarantee, Inc.'s Corporate Ownership Statement Filed by Plaintiff Syncora Guarantee Inc..
03/21/2012	54 (5 pgs)	StatementSyncora Guarantee, Inc.'s Refined Corporate Ownership Statement Filed by

03/21/2012	55 (5 pgs)	Corporate Parent Disclosure Statement Filed by Plaintiff The Bank of New York Mellon.
03/21/2012	56 (5 pgs)	Corporate Parent Disclosure Statement Filed by Plaintiff Societe Generale, New York Branch. (Porterfield, Stephen)
03/21/2012	57 (6 pgs)	Corporate Parent Disclosure Statement refiled Filed by Plaintiff State Street Bank and Trust Company. (Walker,
03/27/2012	59 (5 pgs)	Disclosure Statement Filed by Plaintiff The Bank of Nova Scotia. (Porterfield, Stephen)
03/27/2012	60 (5 pgs)	Disclosure Statement Filed by Plaintiff Lloyds TSB Bank plc. (Porterfield, Stephen) (Entered:
04/03/2012	61 (132 pgs; 3 docs)	Brief Jefferson County's Trial Brief Regarding Appropriate Postpetition Net Revenues Payable to the Trustee Filed by Defendant Jefferson County, Alabama (RE: related document(s)41 Notice and Order Signed on 3/14/2012).
04/03/2012	62 (471 pgs; 25 docs)	Exhibit Appendix to Jefferson County's Trial Brief Regarding Appropriate Postpetition Net Revenues Payable to the Trustee



		<p>Alabama (RE: related document(s)61 Brief Jefferson County's Trial Brief Regarding Appropriate Postpetition Net Revenues Payable to the Trustee Filed by Defendant Jefferson County, Alabama filed by Defendant Jefferson County, Alabama). (Attachments: # 1 Tab 1# 2 Tab 2# 3</p> <p>Tab 3 - Part 1# 4 Tab 3 - Part 2# 5</p> <p>Tab 3 - Part 3# 6 Tab 4 - Part 1# 7</p> <p>Tab 4 - Part 2# 8 Tab 4 - Part 3#</p>
04/03/2012	63 (13 pgs)	Brief in Support of Counts I, II and V of Amended Complaint for Declaratory Judgment Filed by Interested Party Financial Guaranty Insurance Company (RE: related document(s)22
04/03/2012	64 (5 pgs)	Report to Court Certificate of Service [Docket Nos. 61 and 62] Filed by Defendant Jefferson County, Alabama. (Henderson,
04/03/2012	65 (40 pgs; 4 docs)	Supplemental Brief of Assured Guaranty Municipal Corp. in Support of Counts I, II, And V of Plaintiffs Amended Complaint for Declaratory Judgment Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)22 Amended Complaint). (Attachments: # 1 Exhibit A# 2 Exhibit B# 3

04/03/2012	66 (73 pgs)	Brief - Plaintiffs' Brief in Support of Counts I, II and V of Their Amended Complaint For Declaratory Judgment. Filed by Creditor Assured Guaranty Municipal Corp., Plaintiffs Bank of America N.A., JPMorgan Chase Bank, N.A., Lloyds TSB Bank plc, Regions Bank, Societe Generale, New York Branch, State Street Bank and Trust Company, Syncora Guarantee Inc., The Bank of New York Mellon, The Bank of New York Mellon, as Indenture Trustee,
04/04/2012	67 (6 pgs)	Subpoena Duces Tecum - Notice of Subpoena of Warren Averett, LLC. Filed by Plaintiff The Bank of New York Mellon, as
04/05/2012	68 (3 pgs)	Subpoena to Witness Warren Averett, LLC Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Childs,
04/05/2012	69 (5 pgs)	Exhibit and Witness List (Exhibit List Only) Filed by Interested Party Financial Guaranty Insurance Company (RE: related document(s)41 Notice and
04/05/2012	70 (42 pgs; 2 docs)	Exhibit to Exhibit List [P-69] Filed by Interested Party Financial Guaranty Insurance Company (RE: related document(s)69 Exhibit and Witness List). (Attachments: # 1

04/06/2012	71 (25 pgs)	Exhibit and Witness List Jefferson County's Witness and Exhibit Lists for Trial Regarding Appropriate Postpetition Net Revenues Payable to the Trustee Filed by Defendant Jefferson
04/06/2012	72 (10 pgs; 7 docs)	Exhibit Filed by Defendant Jefferson County, Alabama. (Attachments: # 1 Exhibit Exhibit C.245 - Under Seal# 2 Exhibit Exhibit C.246 - Under Seal# 3 Exhibit Exhibit C.247 - Under Seal# 4 Exhibit Exhibit C.248  - Under Seal# 5 Exhibit Exhibit
04/06/2012	73 (9 pgs; 2 docs)	Motion to Seal. Jefferson County's Motion to File Certain Exhibits Under Seal Filed by Defendant Jefferson County, Alabama (Attachments: # 1 Proposed Order) (Henderson,
04/06/2012	74 (1357 pgs; 56 docs)	Exhibit Notice of Filing County Exhibits C.1 through C.14-V Filed by Defendant Jefferson County, Alabama. (Attachments: # 1 Exhibit  C.1 Part 1# 2 Exhibit C.1 Part 2# 3 Exhibit C.1 Part 3# 4 Exhibit C.1 Part 4# 5 Exhibit C.1-A# 6 Exhibit C.1- B# 7 Exhibit C.1-C# 8 Exhibit C.1-D Part 1# 9 Exhibit C.1-D Part 2# 10 Exhibit C.1-E# 11 Exhibit C.1-F Part 1# 12 Exhibit C.1-F Part 2# 13 Exhibit C.1-F Part 3# 14 Exhibit C.1- F Part 4# 15 Exhibit C.1-F Part 5# 16

		<p>J Part 4# 23 Exhibit C.1-J Part 5# 24</p> <p>Exhibit C.1-K# 25 Exhibit C.3.# 26</p> <p>Exhibit C.4# 27 Exhibit C.5# 28</p> <p>Exhibit C.6# 29 Exhibit C.7# 30</p> <p>Exhibit C.8.# 31 Exhibit C.9# 32</p> <p>Exhibit C.10# 33 Exhibit C.11# 34 Exhibit C.12# 35 Exhibit C.13 Part 1# 36 Exhibit C.13 Part 2.# 37 Exhibit C.14 Part 1# 38 Exhibit C.14 Part 2# 39 Exhibit C.14 Part 3# 40 Exhibit C.14 Part 4# 41 Exhibit C.14- F_Part1# 42 Exhibit C.14-F_Part2# 43 Exhibit C.14-F_Part3# 44 Exhibit C.14-F_Part4# 45 Exhibit C.14- F_Part5# 46 Exhibit C.14-F Part6# 47</p>
<p>04/06/2012</p>	<p>75 (571 pgs; 46 docs)</p>	<p>Exhibit Notice of Filing County Exhibits C.19 Through C.109 Filed by Defendant Jefferson County, Alabama. (Attachments: # 1 Exhibit C.19# 2 Exhibit C.20# 3 Exhibit C.21# 4 Exhibit C.22# 5 Exhibit C.23# 6 Exhibit C.24# 7 Exhibit C.25# 8 Exhibit C.26# 9 Exhibit C.27# 10 Exhibit C.28# 11 Exhibit C.29# 12 Exhibit C.30# 13 Exhibit C.43# 14 Exhibit C.44# 15 Exhibit</p>

		<p>C.67.# 32 Exhibit C.69# 33 Exhibit</p> <p>C.70# 34 Exhibit C.71 Part 1# 35 Exhibit C.71 Part 2# 36 Exhibit</p> <p>C.72# 37 Exhibit C.101# 38 Exhibit</p>
04/06/2012	76 (432 pgs; 51 docs)	<p>Exhibit Notice of Filing County Exhibits C.219 Through C.244 Filed by Defendant Jefferson County, Alabama. (Attachments: # 1 Exhibit C.219# 2 Exhibit C.219-A# 3 Exhibit C.219-B# 4 Exhibit C.219-C# 5 Exhibit C.219-D# 6 Exhibit C.219-E# 7 Exhibit C.219-F# 8 Exhibit C.219-G# 9 Exhibit C.219-H# 10 Exhibit C.219-I# 11 Exhibit C.219-J# 12 Exhibit C.219-K# 13 Exhibit C.219- L# 14 Exhibit C.219-M# 15 Exhibit C.219-N# 16 Exhibit C.219-O# 17 Exhibit C.219-P# 18 Exhibit C.219- Q# 19 Exhibit C.220# 20 Exhibit C.221# 21 Exhibit C.222# 22 Exhibit 3# 23 Exhibit C.224 Part1# 24 Exhibit C.224 Part2# 25 Exhibit - Under Seal# 26 Exhibit</p>

		<p>C.241_Part3# 47 Exhibit</p> <p>C.242_Part1# 48 Exhibit</p> <p>C.242_Part2# 49 Exhibit C.243#</p>
04/06/2012	<p>77</p> <p>(1055 pgs;</p> <p>92 docs)</p>	<p>Exhibit Notice of Filing County Exhibits C.110 Through C.218 Filed by Defendant Jefferson County, Alabama (RE: related document(s)71 Exhibit and Witness List Jefferson County's Witness and Exhibit Lists for Trial Regarding Appropriate Postpetition Net Revenues Payable to the Trustee Filed by Defendant Jefferson County, Alabama. filed by Defendant Jefferson County, Alabama). (Attachments: # 1 Exhibit</p> <p>C.110 Part 1# 2 Exhibit C.110 Part 2#</p> <p>3 Exhibit C.140 Part 1# 4 Exhibit</p> <p>C.140 Part 2# 5 Exhibit C.140 Part 3#</p> <p>6 Exhibit C.142# 7 Exhibit C.143# 8</p> <p>Exhibit C.144# 9 Exhibit C.145# 10</p> <p>Exhibit C.146# 11 Exhibit C.157# 12 Exhibit C.158 - Under Seal# 13 Exhibit C.159 - Under Seal# 14 Exhibit C.160 - Under Seal# 15 Exhibit C.161 - Under Seal# 16 Exhibit C.162 - Under Seal# 17 Exhibit C.163 - Under Seal# 18 Exhibit C.164 - Under Seal# 19 Exhibit C.165 - Under Seal# 20 Exhibit C.166 - Under Seal# 21 Exhibit C.167 - Under</p>

		<p>Exhibit C.182# 39 Exhibit C.183 - Under Seal# 40 Exhibit C.184# 41 Exhibit C.185# 42 Exhibit C.186 Part 1# 43 Exhibit C.186 Part 2# 44 Exhibit C.187# 45 Exhibit C.188 Part 1# 46 Exhibit C.188 Part 2# 47</p> <p>Exhibit C.189# 48 Exhibit C.190# 49</p> <p>Exhibit C.191# 50 Exhibit C.192# 51</p> <p>Exhibit C.193# 52 Exhibit C.194# 53</p> <p>Exhibit C.195# 54 Exhibit C.196# 55</p> <p>Exhibit C.197# 56 Exhibit C.198# 57 Exhibit C.199# 58 Exhibit C.200 - Under Seal# 59 Exhibit C.201 - Under Seal# 60 Exhibit C.202 - Under Seal# 61 Exhibit C.203# 62</p> <p>Exhibit C.204# 63 Exhibit C.205# 64</p> <p>Exhibit C.206 Part 1# 65 Exhibit C.206 Part 2# 66 Exhibit C.206 Part 3# 67 Exhibit C.206 Part 4# 68</p> <p>Exhibit C.206 Part 5# 69 Exhibit C.206 Part 6# 70 Exhibit C.207 Part 1#</p>
04/06/2012	78 (55 pgs; 37 docs)	Exhibit s C.251 - C.286 Filed by Defendant Jefferson County, Alabama (RE: related document(s)71 Exhibit and Witness List Jefferson County's Witness and Exhibit Lists for

		<p>the Trustee Filed by Defendant Jefferson County, Alabama. filed by Defendant Jefferson County, Alabama). (Attachments: # 1 Exhibit</p> <p>C.251 - Under Seal# 2 Exhibit C.252</p> <p>- Under Seal# 3 Exhibit C.253 - Under Seal# 4 Exhibit C.254 - Under Seal# 5 Exhibit C.255 - Under Seal# 6 Exhibit C.256 - Under Seal# 7 Exhibit C.257 - Under Seal# 8 Exhibit C.258 - Under Seal# 9 Exhibit C.259 - Under Seal# 10 Exhibit C.260 - Under Seal# 11 Exhibit C.261 - Under Seal# 12 Exhibit C.262 - Under Seal# 13 Exhibit C.263 - Under Seal# 14 Exhibit C.264 - Under Seal# 15 Exhibit C.265 - Under Seal# 16 Exhibit C.266 - Under Seal# 17 Exhibit C.267 - Under Seal# 18 Exhibit C.268 - Under Seal# 19 Exhibit C.269 - Under Seal# 20 Exhibit C.270 - Under Seal# 21 Exhibit C.271 - Under Seal# 22 Exhibit C.272 - Under Seal# 23 Exhibit C.273 - Under Seal# 24 Exhibit C.274 - Under Seal# 25 Exhibit C.275 - Under Seal# 26 Exhibit C.276 - Under Seal# 27 Exhibit C.277 - Under Seal# 28 Exhibit C.278 - Under Seal# 29 Exhibit C.279 - Under Seal# 30 Exhibit C.280 - Under Seal# 31 Exhibit C.281 - Under Seal# 32 Exhibit C.282 - Under Seal# 33 Exhibit C.283 - Under Seal# 34 Exhibit C.284 - Under Seal# 35 Exhibit C.285# 36 Exhibit C.158)(Bender, Jay)</p>



	(2 pgs)	(Related Doc # 73) Signed on
04/06/2012	80  (1601 pgs;  78 docs)	<p>Exhibit and Witness List Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Attachments: # 1 Exhibit P-1# 2 Exhibit P-2# 3 Exhibit P-3# 4 Exhibit P-4# 5 Exhibit P-5# 6 Exhibit P-6# 7 Exhibit P-7# 8 Exhibit P-8# 9 Exhibit P-9# 10 Exhibit P-10, part 1# 11 Exhibit P-10, part 2# 12 Exhibit P-10, part 3# 13 Exhibit P-10 part4# 14 Exhibit P-10 part 5# 15 Exhibit P-10 part 6# 16 Exhibit P-10 part 7# 17 Exhibit P-10 part 8# 18 Exhibit P-10 part 9# 19 Exhibit P-10 part 10# 20 Exhibit P-10 part 11# 21 Exhibit P-10 part 12# 22 Exhibit P-11# 23 Exhibit P-12# 24 Exhibit P-13# 25 Exhibit P- 14# 26 Exhibit P-15# 27 Exhibit P-16</p> <p>part 1# 28 Exhibit P-16 part 2# 29 Exhibit P-16 part 3# 30 Exhibit P-16 part 4# 31 Exhibit P-17# 32 Exhibit P-18# 33 Exhibit P-19# 34 Exhibit P- 20# 35 Exhibit P-21# 36 Exhibit P-22# 37 Exhibit P-23# 38 Exhibit P-24# 39 Exhibit P-25# 40 Exhibit p-26# 41 Exhibit P-27# 42 Exhibit P-28# 43 Exhibit P-29# 44 Exhibit P-30# 45 Exhibit P-31# 46 Exhibit P-</p>

		Exhibit P-55 part 3# 74 Exhibit P-56# 75 Exhibit P-57# 76 Exhibit P-58# 77 Exhibit P-
04/06/2012	81 (1462 pgs; 58 docs)	Exhibit and Witness List Additional Documents Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee (RE: related document(s)80 Exhibit and Witness List Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee). (Attachments: # 1 Exhibit P-60 Part 1# 2 Exhibit P-60 Part 2# 3 Exhibit P-60 Part 3# 4 Exhibit P-60 Part 4# 5 Exhibit P-60 Part 5# 6 Exhibit P-60 Part 6# 7 Exhibit P-61 Part 1# 8 Exhibit P-61 Part 2# 9 Exhibit P-61 Part 3# 10 Exhibit P-61 Part 4# 11 Exhibit P-61 Part 5# 12 Exhibit P-61 Part 6# 13 Exhibit P- 62# 14 Exhibit P-63# 15 Exhibit P-64# 16 Exhibit P-65# 17 Exhibit P-66# 18 Exhibit P-67# 19 Exhibit P-68 Part 1# 20 Exhibit P-68 Part 2# 21 Exhibit P-68 Part 3# 22 Exhibit P-68 Part 4# 23 Exhibit P-68 Part 5# 24 Exhibit P-69# 25 Exhibit P-70# 26 Exhibit P-71# 27 Exhibit P-72# 28 Exhibit P-73 Part 1# 29 Exhibit P-73 Part 2# 30 Exhibit P-73 Part 3# 31 Exhibit P-73 Part

		<p>P-77# 50 Exhibit P-78# 51 Exhibit P- 79# 52 Exhibit P-80# 53 Exhibit P-</p> <p>81# 54 Exhibit P-82# 55 Exhibit P-</p>
04/09/2012	82 (9 pgs)	Answer to Complaint Answer and Affirmative Defenses to FGIC's Complaint in Intervention Filed by Jefferson County,
04/09/2012	83 (244 pgs; 16 docs)	<p>Amended Answer to Complaint// Amended Answer, Affirmative Defenses and Counterclaims, Counterclaim by Jefferson County, Alabama against The Bank of New York Mellon, The Bank of New York Mellon, as Indenture Trustee Filed by Jefferson County, Alabama.</p> <p>(Attachments: # 1 Exhibit A - Northen Letter# 2 Exhibit B - Feb 99 Requisition# 3 Exhibit C - Expert Invoices# 4 Exhibit D - 2005 Deposit Agreement# 5 Exhibit E - 2007 Amendment# 6 Exhibit F - 2002-C ETA_Part1# 7 Exhibit F - 2002-C ETA_Part2# 8 Exhibit G - 2003-B ETA_Part1# 9 Exhibit G - 2003-B ETA_Part2# 10 Exhibit H - 2003-C ETA_Part1# 11 Exhibit H - 2003-C ETA_Part2# 12 Exhibit I - 2002-C ERA# 13</p>
04/11/2012	84 (24 pgs; 9 docs)	<p>Exhibit and Witness List (Supplemental Exhibits) Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee.</p> <p>(Attachments: # 1 Exhibit P-84 Revised# 2 Exhibit P-86# 3</p>

		Exhibit P-88 Part 2# 6 Exhibit P-89# 7 Exhibit P-90# 8 Exhibit P-91)(Childs, Larry) (Entered:
04/11/2012	85  (1 pg)	Courtroom Notes Continuing/Rescheduling (RE: Doc  #1; Complaint to Determine Validity Priority or Extent of Lien filed by the Bank of New York Mellon, as Indenture Trustee against Jefferson County, Alabama) Hearing scheduled
04/25/2012	86  (3 pgs; 2 docs)	Order Severing Counts III, IV, V and Counterclaims; the Counterclaims are severed from this Adversary Proceeding and the Clerk of Court is directed to open a new Adversary Proceeding and transfer the Plaintiffs Counts III, IV, V of the Amended Complaint and the Debtors Counterclaims to the new Adversary Proceeding consistent with the above set forth provisions of this Order.Signed on 4/25/2012 (RE: related document(s)1 Complaint filed by Counter-Defendant The Bank of New York Mellon, as
04/26/2012	88  (8 pgs; 3 docs)	Statement Supplementing the Record of the April 11-12 Hearing In this Matter Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Attachments: # 1 Exhibit 1 - Annual Financial Information# 2

<p>04/26/2012</p>	<p>89 (2103 pgs; 70 docs)</p>	<p>Statement Jefferson County's Supplemental Financial Information and Response to the Trustee's Proposed Submission Filed by Defendant Jefferson County, Alabama. (Attachments: # 1 Exhibit 1_Part1# 2 Exhibit 1_Part2# 3 Exhibit 1_Part3# 4 Exhibit 1_Part4# 5 Exhibit 2_Part1# 6 Exhibit 2_Part2# 7 Exhibit 2_Part3# 8 Exhibit 2_Part4# 9 Exhibit 2_Part5# 10 Exhibit 2_Part6# 11 Exhibit 2_Part7# 12 Exhibit 2_Part8# 13 Exhibit 3_Part1# 14 Exhibit 3_Part2# 15 Exhibit 3_Part3# 16 Exhibit 3_Part4# 17 Exhibit 3_Part5# 18 Exhibit 3_Part6# 19 Exhibit 3_Part7# 20 Exhibit 4# 21 Exhibit 5_Part1# 22 Exhibit 5_Part2# 23 Exhibit 5_Part3# 24 Exhibit 6# 25 Exhibit 7_Part1# 26 Exhibit 7_Part2# 27 Exhibit 7_Part3# 28 Exhibit 7_Part4# 29 Exhibit 8# 30 Exhibit 9# 31 Exhibit 10_Part1# 32 Exhibit 10_Part2# 33 Exhibit 10_Part3# 34 Exhibit 10_Part4# 35 Exhibit 11_Part1# 36 Exhibit 11_Part2# 37 Exhibit 11_Part3# 38 Exhibit 11_Part4# 39 Exhibit 11_Part5# 40 Exhibit 11_Part6# 41 Exhibit 11_Part7# 42 Exhibit 12_Part1# 43 Exhibit 12_Part2# 44 Exhibit 12_Part3# 45 Exhibit 12_Part4# 46 Exhibit 12_Part5# 47 Exhibit 12_Part6# 48 Exhibit 12_Part7# 49 Exhibit 12_Part8# 50</p>
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04/27/2012	90 (18 pgs; 2 docs)	Motion for Leave to File a Statement as Amicus Curiae Filed by Creditor Wells Fargo Bank, National Association, as indenture trustee (Attachments: # 1 Exhibit A) (Schaffer, Eric)
04/30/2012	92 (7 pgs)	Objection to (related document(s): 90 Motion for Leave to File a Statement as Amicus Curiae filed by Creditor Wells Fargo Bank, National Association, as indenture trustee) Filed by Creditor
04/30/2012	93 (3 pgs; 2 docs)	Order Granting that Societe Generale, New York Branch be substituted for Regions and Regions Should be Removed as a Party Plaintiff Signed on 4/30/2012 (RE: related document(s))87 Motion to
04/30/2012	94 (3 pgs; 2 docs)	Order Granting Motion of Wells Fargo Bank, National Association, as Indenture Trustee, for Leave to File a Statement as Amicus Curiae and the Statement attached to the Motion as Exhibit A is Deemed Filed with the Clerk of the Court Signed on 4/30/2012 (RE: related
05/04/2012	97 (19 pgs)	Motion for Leave to File Amicus Brief by Edgewood Boulevard Homeowners filed by Everett Herring, Shaun DeCoudres,

		Jason Haynie;(kjm) (Entered:
05/07/2012	98 (7 pgs)	Response to Statement Of Amicus Curiae Wells Fargo Bank, National Association, as Indenture Trustee, Regarding the Appropriate Source of Funding for Expenditures Relating to the County Sewer System (Dkt. #90) Filed by Creditor Assured
05/08/2012	101 (2 pgs; 2 docs)	Order Denying Motion for Leave to File Amicus Brief. Signed on 5/8/2012 (RE: related document(s)97 Motion for
05/08/2012	102 (257 pgs; 10 docs)	Exhibit Notice of Supplementary Authority To The April 11-12 Hearing Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee. (Attachments: # 1 Exhibit A, Part 1# 2 Exhibit A, Part 2# 3 Exhibit A, Part 3# 4 Exhibit A, Part 4# 5 Exhibit A, Part 5# 6 Exhibit B, Part 1,
05/09/2012	103 (15 pgs)	Document Notice of Partial Disposition of Interest Filed by Plaintiff Societe Generale, New York Branch. (Porterfield,
05/09/2012	104 (14 pgs)	Response to The Statement of Amicus Curiae Wells Fargo Bank, National Association, As Indenture Trustee For Certain

		Plaintiff The Bank of New York Mellon, as Indenture Trustee
05/10/2012	105 (8 pgs)	Objection to (related document(s): 102 Exhibit filed by Counter- Defendant The Bank of New York Mellon, as Indenture Trustee, Plaintiff The Bank of New York Mellon, as Indenture Trustee) Jefferson County's Objection to, or in the Alternative Motion to Strike, The Trustee's Notice of Supplementary Authority to the April 11-12 Hearing Filed by
05/14/2012	107 (10 pgs)	Reply to (Re Item: 98, 104) Jefferson County's Limited Reply to (1) Response of Assured Guaranty Municipal Corp. to Statement of Amicus Curiae Wells Fargo Bank, National Association, as Indenture Trustee, Regarding the Appropriate Source of Funding for Expenditures Relating to the County's Sewer System [Doc. 98] and (2) Response by the Bank of New York Mellon, as Indenture Trustee for the Sewer Warrants, to the Statement of Amicus Curiae Wells Fargo Bank, National Association, as Indenture Trustee for Certain
05/16/2012	108 (2 pgs; 2 docs)	Notice of Hearing on (RE: related document(s)105 Objection filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama) Hearing



		Birmingham. (klt) (Entered:
05/16/2012	109 (22 pgs; 3 docs)	Response to (Re Item: 105 Objection filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama) Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee (Attachments: # 1 Case law -
05/30/2012	111 (3 pgs;	Supplemental Questions by Court for May 31, 2012 Hearing. (khm)
05/31/2012	112 (3 pgs; 2 docs)	Order, the County's Objection is Sustained and the Supplemental Authority is stricken as part of the record utilized by the Court in the Adversary Proceeding; Signed on 5/31/2012 (RE: related document(s)102 Exhibit filed by Counter-Defendant The Bank of New York Mellon, as Indenture Trustee, Plaintiff The Bank of New York Mellon, as Indenture Trustee, 105 Objection filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama).
06/01/2012	113 (7 pgs)	Report to Court Notice of Filing Revenue Account and Released Escrow Funds Balances [Re: Docket No. 111] Filed by Defendant Jefferson County, Alabama. (Henderson, Jennifer)
06/05/2012	116	Statement Supplementing the

	5 docs)	Matter, Filed by Plaintiff The Bank of New York Mellon, as Indenture Trustee (RE: related document(s)111 Notice). (Attachments: # 1 Affidavit of Christopher M. Krebs# 2 March 1, 2001 Report to the Commission of Jefferson County# 3 September 24, 2002 Report to the Commission of
06/08/2012	117 (29 pgs; 2 docs)	Response to (Re Item: 111 Notice, 116 Statement filed by Counter- Defendant The Bank of New York Mellon, as Indenture Trustee, Plaintiff The Bank of New York Mellon, as Indenture Trustee) Filed by Defendant Jefferson County, Alabama
06/29/2012	119 (44 pgs; 2 docs)	Memorandum Opinion On Net Revenues and Applicability of 11 U.S.C. Section 928(b); Signed on 6/29/2012 (RE: related document(s)1 Complaint filed by Counter- Defendant The Bank of New York Mellon, as Indenture Trustee, Plaintiff The Bank of New York Mellon as Indenture
07/02/2012	121 (3 pgs; 2 docs)	Order on Net Revenues And Applicability of 11 U.S.C. Section 928(b) Signed on 7/2/2012 (RE: related document(s)1 Complaint filed by Counter-Defendant The Bank of New York Mellon, as Indenture Trustee, Plaintiff The Bank of

	(17 pgs)	documents 119 Memorandum Opinion, 121 Order (Generic)) Jefferson County's Motion for Reconsideration, Clarification, or Amendment of the Court's Memorandum Opinion and Order Filed by Defendant Jefferson County, Alabama (Darby)
07/06/2012	124 (2 pgs; 2 docs)	Notice of Hearing on Jefferson County's Motion for Reconsideration, Clarification or Amendment of the Court's Memorandum Opinion and Order (RE: related document(s)123 Motion to Reconsider filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama) Hearing scheduled 7/25/2012 at 09:00 AM at 505 20th St N Ctrm
07/17/2012	128 (31 pgs)	Objection to (related document(s): 123 Motion to Reconsider (related documents 119 Memorandum Opinion, 121 Order (Generic)) Jefferson County's Motion for Reconsideration, Clarification, or Amendment of the Court's Memorandum Opinion and Order filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama) Filed by Plaintiff The
07/23/2012	132 (11 pgs)	Reply to (Re Item: 128) Jefferson County's Reply in Further Support of its Motion for Reconsideration, Clarification, or Amendment of the Court's

		County, Alabama (Darby)
08/08/2012	136 (6 pgs)	Joint Motion to Dismiss Party Joint Motion of Lloyds TSB Bank plc And Defendant Jefferson County, Alabama to Dismiss Lloyds as a Party Upon Disposition of Interest Filed by Plaintiff Lloyds TSB Bank plc
08/10/2012	137 (8 pgs)	Joint Motion to Dismiss Party Joint Motion Of Plaintiff Bank Of America,  N.A. And Defendant Jefferson County, Alabama To Dismiss Bank Of America As A Party Upon  Disposition Of Interest Filed by
08/15/2012	138 (2 pgs; 2 docs)	Order Dismissing Lloyds TSB Bank, plc; Signed on 8/15/2012 (RE: related document(s)136 Motion to Dismiss Party filed by Plaintiff Lloyds TSB Bank plc).
08/15/2012	139 (3 pgs; 2 docs)	Order Severing Complaint in Intervention and Motion for Class Certification; Signed on 8/15/2012 (RE: related document(s)126 Complaint filed by Creditor SHARON RICE, Creditor SHARON  OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT,  Creditor MARY MOORE, Creditor JOHN ROGERS,

		<p>THREADGILL, Creditor RICKY</p> <p>DAVIS, Creditor ANGELINA BLACKMON, Creditor DAVID RUSSELL, 127 Motion for Class Action Certification filed by Creditor SHARON RICE, Creditor SHARON</p> <p>OWENS, Creditor RODERICK ROYAL, Creditor STEVEN HOYT,</p> <p>Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW</p> <p>BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER</p>
08/24/2012	142 (16 pgs)	<p>Statement Joint Submission Regarding Actually Incurred Professional Fees and Expenses Filed by Defendant Jefferson County, Alabama (RE: related document(s)123 Motion to Reconsider (related documents 119 Memorandum Opinion, 121 Order (Generic)) Jefferson County's Motion for Reconsideration, Clarification, or Amendment of the Court's</p>
09/12/2012	143 (3 pgs; 2 docs)	<p>Order Granting Motion to Dismiss Party, Bank of America, N.A.; (Related Doc # 137) Signed on 9/12/2012. (khn)</p>
10/01/2012	145	<p>Notice of Status Conference(related document(s)123) (RE: related document(s)123 Motion to</p>

		Defendant Jefferson County, Alabama) Status hearing to be held on 10/2/2012 at 03:00 PM at 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham. (khm)
10/01/2012	146 (2 pgs; 2 docs)	Amended Status Conference on (RE: related document(s)123 Motion to Reconsider filed by Counter- Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama) Hearing scheduled 10/2/2012 at 03:00 PM at 505 20th St N Ctrm 1 (TBB) Financial Ctr
10/01/2012	147 (2 pgs; 2 docs)	Amended Notice of Status Conference(related document(s)123) (RE: related document(s)123 Motion to Reconsider filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama) Status hearing to be held on 10/2/2012 at 03:00 PM at 505 20th St N Ctrm 1
10/05/2012	150	Transcript of hearing held on: 10/2/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 01/3/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office.

		<p>parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 10/12/2012. Redaction Request Due By 10/26/2012. Redacted</p>
10/09/2012	151 (43 pgs)	<p>Amended Memorandum Opinion On Net Revenues and Applicability of 11 U.S.C. Sec 928(b) Signed on 10/9/2012 (RE: related</p>
10/09/2012	152 (6 pgs; 2 docs)	<p>Agreed Order (I)Resolving Jefferson County's Motion for Reconsideration; (II)Reserving Certain Issues and Directing Entry of Partial Final Judgment in AP 16; and (III) Establishing a schedule in AP 67; Signed on 10/9/2012 (RE: related document(s)119 Memorandum Opinion, 121 Order (Generic),</p>

		Alabama, Defendant Jefferson County, Alabama, 128 Objection filed by Counter-Defendant The Bank of New York Mellon, as Indenture Trustee, Plaintiff The Bank of New York Mellon, as Indenture Trustee, 132 Reply filed by Counter-Claimant Jefferson County, Alabama, Defendant Jefferson County, Alabama, 142 Statement filed by Counter-Claimant Jefferson County, Alabama, Defendant
10/09/2012	153 (4 pgs; 2 docs)	Partial Final Judgment entered in favor of plaintiffs and against defendant in accordance with the Amended Net Revenues Ruling; Signed on 10/9/2012 (RE: related document(s)152 Order
10/16/2012	156 (10 pgs)	Notice of Appeal to District Court. . Fee Amount \$298 Filed by Defendant Jefferson County, Alabama (RE: related document(s)119 Memorandum Opinion, 121 Order (Generic), 151 Memorandum  Opinion, 152 Order (Generic), 153 Judgment) Appellant

Items from Docket of In re Jefferson County, Alabama, No. 11-05736-TBB9 (Bankr. N.D. Ala.)

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11/09/2011	1 (15 pgs)	Chapter 9 Voluntary Petition . Fee Amount \$1046 Filed by Jefferson County, Alabama
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11/09/2011	10 (76 pgs; 3 docs)	Memorandum in Support of Eligibility Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Exhibit A# 2 Exhibit B) (Darby, John)
11/09/2011	26 (972 pgs; 39 docs)	Exhibit Notice of Filing Exhibits Filed by Debtor Jefferson County, Alabama (RE: related document(s)10 Memorandum). (Attachments: # 1 Exhibit Indentures - Part 1 of 24# 2 Exhibit Indentures - Part 2 of 24# 3 Exhibit Indentures - Part 3 of 24# 4 Exhibit Indentures - Part 4 of 24# 5 Exhibit Indentures - Part 5 of 24# 6 Exhibit Indentures - Part 6 of 24# 7 Exhibit Indentures - Part 7 of 24# 8 Exhibit Indentures - Part 8 of 24# 9 Exhibit Indentures - Part 9 of 24# 10 Exhibit Indentures - Part 10 of 24# 11 Exhibit Indentures - Part 11 of 24# 12 Exhibit Indentures - Part 12 of 24# 13 Exhibit Indentures - Part 13 of 24# 14 Exhibit Indentures - Part 14 of 24# 15 Exhibit Indentures - Part 15 of 24# 16 Exhibit Indentures Part 16 of 24#

		<p>Exhibit Distribution Order#  28 Exhibit Receiver Order#  29 Exhibit Receiver Interim  Report - Part 1 of 5# 30  Exhibit Receiver</p> <p>Interim Report - Part 2 of 5#  31 Exhibit Receiver Interim  Report - Part 3 of 5# 32  Exhibit Receiver</p> <p>Interim Report - Part 4 of 5#  33 Exhibit Receiver Interim  Report - Part 5 of 5# 34  Exhibit Resolution and Term  Sheet# 35 Exhibit Demand  Letters# 36 Exhibit  Resolution Authorizing  2003-A GO Warrants - Part  1 of 3# 37 Exhibit  Resolution Authorizing</p>
11/10/2011	70  (2 pgs;  2 docs)	<p>Notice of Status  Conference(related  document(s)40) (RE: related  document(s)40 Motion for  Relief from Stay filed by  Interested Party John S.  Young, Jr., LLC). Status  hearing to be held on  11/10/2011 at 05:00 PM at  505</p>
11/10/2011	40  (79 pgs;  4 docs)	<p>Emergency Motion for  Relief from Stay and  Determination that the  Receiver shall maintain  possession and control of the  sewer system, Fee Amount  \$176, Filed by Interested  Party John S. Young, Jr.,  LLC (Attachments: # 1</p>

11/10/2011	41  (7 pgs)	Motion to Shorten Time Filed by Interested Party John S. Young, Jr., LLC
11/10/2011	44  (762 pgs;  44 docs)	<p>Exhibit B Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176,). (Attachments: # 1 Exhibit B - Part 2# 2 Exhibit B - Part 3# 3 Exhibit B - Part 4# 4 Exhibit B</p> <p>- Part 5# 5 Exhibit Exhibit B  - Part 6# 6 Exhibit Exhibit B  - Part 7# 7 Exhibit Exhibit B  - Part 8# 8 Exhibit B - Part 9# 9 Exhibit B - Part 10# 10 Exhibit B - Part 11#</p> <p>11 Exhibit B - Part 12# 12 Exhibit B - Part 13# 13 Exhibit B</p> <p>- Part 14# 14 Exhibit B - Part 15#</p> <p>15 Exhibit B - Part 16# 16 Exhibit B - Part 17# 17 Exhibit B</p> <p>- Part 18# 18 Exhibit B - Part 19#</p> <p>19 Exhibit B - Part 20# 20 Exhibit B - Part 21# 21 Exhibit B</p> <p>- Part 22# 22 Exhibit B - Part 23#</p>

		43 Exhibit B - Part 44) (Lupinacci, Timothy)
11/10/2011	45  (88 pgs;  10 docs)	Exhibit C Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176,). (Attachments: # 1 Exhibit C - Part 2# 2 Exhibit C - Part 3# 3 Exhibit C - Part 4# 4 Exhibit C - Part 5# 5 Exhibit C - Part
11/10/2011	53  (11 pgs)	Motion for Relief from Stay Motion for Emergency Relief, Fee Amount \$176, Filed by Creditor Bank of New York Mellon, as Indenture Trustee (Cochran, Ryan) Modified on 11/11/2011 statistical
11/10/2011	55  (42 pgs)	Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176, Filed by Creditor Bank of New York Mellon, as Indenture Trustee
11/10/2011	71  (114 pgs;  6 docs)	Exhibit A Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55

		<p>Abstention and Relief, Fee Amount \$176,).  (Attachments: # 1 Exhibit Exhibit A Part 2 of 6#</p> <p>Exhibit Exhibit A Part 3 of 6#</p> <p>Exhibit Exhibit A Part 4 of</p>
11/10/2011	72 (24 pgs)	<p>Exhibit B Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee</p>
11/10/2011	73 (47 pgs; 2 docs)	<p>Exhibit C Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,).  (Attachments: # 1 Exhibit</p>
11/10/2011	74 (139 pgs; 4 docs)	<p>Exhibit D Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,).  (Attachments: # 1 Exhibit Exhibit D Part 2 of 4#</p> <p>Exhibit Exhibit D Part 3 of</p>

	(55 pgs; 2 docs)	of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # 1 Exhibit
11/10/2011	77 (70 pgs; 4 docs)	Exhibit F Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # 1 Exhibit Exhibit F Part 2 of 4# 2 Exhibit Exhibit F Part 3 of
11/10/2011	78 (88 pgs; 6 docs)	Exhibit G Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # 1 Exhibit Exhibit G Part 2 of 6# Exhibit Exhibit G Part 3 of 6#
11/10/2011	79 (5 pgs)	Exhibit H Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for





11/10/2011	80 (121 pgs; 4 docs)	Exhibit I Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # 1 Exhibit Exhibit I Part 2 of 4# 2 Exhibit Exhibit I Part 3 of 4#
11/10/2011	81 (128 pgs; 8 docs)	Exhibit J Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # 1 Exhibit Exhibit J Part 2 of 8# 2 Exhibit Exhibit J Part 3 of 8# 3 Exhibit Exhibit J Part 4 of 8# 4
11/10/2011	82 (5 pgs)	Exhibit K Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee
11/10/2011	83 (3 pgs)	Exhibit L Filed by Creditor Bank of New York Mellon,

		document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,).
11/10/2011	84 (3 pgs)	Exhibit M Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee
11/10/2011	85 (5 pgs)	Exhibit N Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee
11/11/2011	98 (3 pgs; 2 docs)	<p>Notice and Order Granting the Requests for Hearing on a Expedited Basis and Consolidating the Hearings on the Emergency Motion for Relief from Stay filed by Receiver John</p> <p>S. Young, Jr., LLC and the Expedited Motion for Relief from Stay filed by the Bank of New York Mellon Signed on 11/11/2011. Hearing Scheduled on the Emergency Motion for Relief from Stay filed by Receiver John S. Young, Jr., LLC and the Expedited Motion for Relief from Stay filed by the Bank of New York Mellon (RE: related document(s)40 41</p>

		Modified on 11/16/2011 correct related documents
11/14/2011	139 (2 pgs)	Subpoena to Witness Commissioner David Carrington Filed by Creditor Bank of New York Mellon, as Indenture Trustee. (Childs, Larry) Modified on
11/15/2011	143 (5 pgs)	Memorandum of Financial Guaranty Insurance Company in Support of its Right to Appear and be Heard at the Hearing on the Emergency Motions Filed by the Jefferson County Sewer System Receiver and the Indenture Trustee Filed by Creditor Financial Guaranty Insurance Company (RE: related document(s)98
11/15/2011	144 (6 pgs)	Response to (Re Item: 40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176, filed by Interested Party John S. Young, Jr., LLC, 51 Expedited Motion to Extend Automatic Stay Motion for Extension and Relief filed by Creditor Bank of New York Mellon, as Indenture Trustee, 55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee

		Insurance Company in Support of the Emergency Motions Filed by the Jefferson County Sewer System Receiver and the Indenture Trustee Filed by Creditor Financial Guaranty
11/15/2011	146 (60 pgs; 6 docs)	Memorandum Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176,, 51 Expedited Motion to Extend Automatic Stay Motion for Extension and Relief, 55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,, 98 Notice and Order). (Attachments: # 1 Exhibit A#
11/15/2011	147 (19 pgs)	Brief RESPONSE AND MEMORANDUM OF SUPPLEMENTAL POINTS OF SYNCORA GUARANTEE INC. IN SUPPORT OF: (I) EMERGENCY MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER THE

		<p>APPROPRIATE RELIEF; AND</p> <p>(II) EXPEDITED MOTION OF INDENTURE TRUSTEE FOR JEFFERSON COUNTYS SEWER WARRANTS FOR (A) THE COURT TO ABSTAIN FROM TAKING ANY ACTION TO INTERFERE WITH THE RECEIVERSHIP CASE AND THE RECEIVERS OPERATION AND ADMINISTRATION OF THE SEWER SYSTEM IN ACCORDANCE WITH THE RECEIVERSHIP ORDER, OR</p> <p>FOR RELIEF FROM THE AUTOMATIC STAY TO THE EXTENT NECESSARY TO ALLOW RECEIVER TO CONTINUE TO OPERATE AND</p>
11/15/2011	149 (2 pgs)	<p>Subpoena to Witness Commissioner James Stephens Filed by Creditor Bank of New York Mellon, as Indenture Trustee. (Childs, Larry) Modified on 11/17/2011 to correct docket</p>
11/15/2011	151 (2 pgs)	<p>Subpoena to Witness Jeffrey Sewell, Esq. Filed by Creditor Bank of New York Mellon, as Indenture Trustee. (Childs, Larry) Modified on</p>

	(5 pgs)	N.A. And Blue Ridge Investments, Llc In Motions Of Indenture Trustee And The Jefferson County Sewer System Receiver And The Responses Thereto Filed By Syncora Guarantee, Inc. And Assured Guaranty Municipal Corp. Filed by Creditor Bank
11/16/2011	184 (20 pgs; 2 docs)	<p>Motion for Leave EXPEDITED MOTION FOR LEAVE TO FILE JOINDER OF CERTAIN LIQUIDITY BANKS IN SUPPORT OF THE (1) MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM PURSUANT TO THE RECEIVER ORDER OR (B) FOR RELIEF FROM THE AUTOMATIC STAY OR OTHER APPROPRIATE RELIEF AND</p> <p>(2) THE MOTION OF INDENTURE TRUSTEE FOR JEFFERSON COUNTYS SEWER WARRANTS FOR (A) THE COURT TO ABSTAIN FROM TAKING ANY ACTION TO INTERFERE WITH THE RECEIVERSHIP CASE AND THE RECEIVERS OPERATION AND</p>

		<p>CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM UNDER THE RECEIVERSHIP ORDER, AND</p> <p>(C) REQUSET FOR EXPEDITED HEARING Filed by</p> <p>Creditors Lloyds TSB Bank plc, Nova Scotia, Regions Bank, Societe Generale, The Bank of New York Mellon,</p>
11/16/2011	185 (1 pg)	<p>Certificate of Service Filed by Creditors Lloyds TSB Bank plc, Regions Bank, Societe Generale, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon (RE: related document(s)184 Motion for Leave EXPEDITED MOTION FOR LEAVE TO FILE JOINDER OF CERTAIN LIQUIDITY BANKS IN SUPPORT OF THE (1) MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT</p>
11/16/2011	186 (21 pgs; 2 docs)	<p>Response to (Re Item: 143 Memorandum filed by Creditor Financial Guaranty Insurance Company) Jefferson County's Response to Memorandum of Financial Guaranty Insurance Company in Support of Its</p>

		Motions Filed by the Jefferson County Sewer System Receiver and The Indenture Trustee Filed by Debtor Jefferson County, Alabama (Attachments: # 1
11/16/2011	187 (10 pgs)	Motion for Leave to File Joinder Filed by Creditor JPMorgan Chase Bank, N.A.
11/16/2011	188 (125 pgs; 4 docs)	Supplemental Brief Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176,). (Attachments: # 1 Exhibit A# 2 Exhibit B# 3
11/16/2011	189 (93 pgs)	Response to (Re Item: 40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176, filed by Interested Party John S. Young, Jr., LLC, 51 Expedited Motion to Extend Automatic Stay Motion for Extension and Relief filed by Creditor Bank of New York Mellon, as Indenture Trustee) Jefferson County's Opposition to Receiver's and Indenture



11/16/2011	190 (17 pgs)	Exhibit and Witness List The County's Witness & Exhibit List for the Hearings Commencing on November 21, 2011 at 8:00 a.m. Filed by Debtor Jefferson County, Alabama (RE: related document(s)98 Notice and
11/16/2011	191 (68 pgs; 2 docs)	Supplemental Brief IN SUPPORT OF ITS EXPEDITED MOTION Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief Fee
11/16/2011	194 (33 pgs)	Exhibit and Witness List Relief From Stay Hearing Exhibit List Filed by Creditor The Bank of New York Mellon (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and
11/16/2011	197 (12 pgs)	Exhibit and Witness List Relief From Stay Hearing Witness List Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee

	(3 pgs; 2 docs)	Motion for Leave to file Joinder of Certain Liquidity Banks filed by Bank of Nova Scotia, Societe Generale, New York Branch, State Street Bank and Trust Company, Lloyds TSB Bank plc, Regions Bank and The Bank of New York Mellon
11/17/2011	231 (11 pgs)	Statement Jefferson County's Agenda for Hearing Scheduled for November 21, 2011 at 8:00  A.M. Filed by Debtor Jefferson County, Alabama (RE: related document(s)98
11/18/2011	239 (14 pgs)	JoinderJOINDER OF CERTAIN LIQUIDITY BANKS IN SUPPORT OF (1) THE MOTION OF THE JEFFERSON COUNTY SEWER SYSTEM RECEIVER FOR (A) A DETERMINATION THAT THE RECEIVER SHALL CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM PURSUANT TO THE RECEIVER ORDER OR (B) FOR RELIEF FROM THE AUTOMATIC STAY OR OTHER APPROPRIATE RELIEF AND  (2) EXPEDITED MOTION OF INDENTURE TRUSTEE FOR JEFFERSON COUNTYS SEWER WARRANTS FOR (A) THE COURT TO

		<p>SEWER SYSTEM IN ACCORDANCE WITH THE RECEIVERSHIP ORDER, OR</p> <p>FOR RELIEF FROM THE AUTOMATIC STAY TO THE EXTENT NECESSARY TO ALLOW RECEIVER TO CONTINUE TO OPERATE AND ADMINISTER THE SEWER SYSTEM UNDER THE RECEIVERSHIP ORDER, AND</p> <p>REQUEST FOR EXPEDITED HEARING Filed by</p>
11/18/2011	248 (9 pgs)	Stipulation By Bank of New York Mellon, as Indenture Trustee and Receiver's and Trustee's Stipulations to County's Exhibits (Dkt. #190). Filed by Creditor Bank of New York Mellon, as Indenture Trustee.
11/18/2011	251 (13 pgs)	Stipulation By Jefferson County, Alabama and Jefferson County's Stipulation as to the Authenticity and Admissibility of Movants' Exhibits for Hearings on Stay Motions and Related
11/19/2011	(1827 pgs ; 137 docs)	Receiver's and Trustee's List Docket No. 194 relating Filed by Creditor Bank of New

		<p>York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # 1 Exhibit M.1-0001# 2 Exhibit M.1-0002# 3 Exhibit M.2# 4 Exhibit M.3-0001# 5 Exhibit M.3-0002# 6 Exhibit M.3-0003# 7 Exhibit M.3-0004# 8 Exhibit M.4.0-0001# 9 Exhibit M.4.0- 0002# 10 Exhibit M.4.0-0003# 11 Exhibit M.4.0-0004# 12 Exhibit M.4.0-0005# 13 Exhibit M.4.0-0006# 14 Exhibit M.4.A- 0# 15 Exhibit M.4.A-1# 16 Exhibit M.4.A-2-0001# 17 Exhibit M.4.A-2-0002# 18 Exhibit M.4.A-2-0003# 19 Exhibit M.4.A-2-0004# 20 Exhibit M.4.A-2-0005# 21 Exhibit M.4.A-2-0006# 22 Exhibit M.4.A-3# 23 Exhibit M.4.A-4# 24 Exhibit M.4.A-5# 25 Exhibit M.4.A-6-0001# 26 Exhibit M.4.A-6-0002# 27 Exhibit M.4.A-6-0003# 28 Exhibit M 4 A 6 0004# 29</p>
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		<p>Exhibit M.4.A-7-0009# 46</p> <p>Exhibit M.4.A-7-0010# 47</p> <p>Exhibit M.4.A-7-0011# 48</p> <p>Exhibit M.4.A-7-0012# 49</p> <p>Exhibit M.4.A-8# 50 Exhibit M.4.A-9# 51 Exhibit M.4.A- 10- 0001# 52 Exhibit M.4.A- 10- 0002# 53 Exhibit M.4.A-10- 0003# 54 Exhibit M.4.A-11# 55</p> <p>Exhibit M.4.A-12# 56 Exhibit M.4.A-13# 57 Exhibit M.4.A- 14# 58 Exhibit M.4.A-15-0001# 59 Exhibit M.4.A-15-0002# 60</p> <p>Exhibit M.4.A-15-0003# 61</p> <p>Exhibit M.4.A-15-0004# 62</p> <p>Exhibit M.4.A-15-0005# 63</p> <p>Exhibit M.4.A-15-0006# 64</p> <p>Exhibit M.4.A-15-0007# 65</p> <p>Exhibit M.4.A-15-0008# 66</p> <p>Exhibit M.4.A-15-0009# 67</p> <p>Exhibit M.4.A-15-0010# 68</p> <p>Exhibit M.4.A-15-0011# 69</p> <p>Exhibit M.4.A-16# 70 Exhibit M.4.A-17# 71 Exhibit M.4.A-18- 0001# 72 Exhibit M.4.A-18- 0002# 73 Exhibit M 4 A-18-</p>
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		<p>M.10-0003# 98 Exhibit  M.10- 0004# 99 Exhibit  M.10-0005#</p> <p>100 Exhibit M.10-0006# 101</p> <p>Exhibit M.11-0001# 102  Exhibit M.11-0002# 103  Exhibit M.11- 0003# 104  Exhibit M.11-0004#</p> <p>105 Exhibit M.11-0005# 106</p> <p>Exhibit M.11-0006# 107  Exhibit M.11-0007# 108  Exhibit M.11- 0008# 109  Exhibit M.12# 110</p> <p>Exhibit M.13-0001# 111  Exhibit M.13-0002# 112  Exhibit M.13- 0003# 113  Exhibit M.14-0001#</p> <p>114 Exhibit M.14-0002# 115</p> <p>Exhibit M.14-00013# 116</p> <p>Exhibit M.14-0004# 117  Exhibit M.14-0005# 118  Exhibit M.14- 0006# 119  Exhibit M.15# 120</p> <p>Exhibit M.16-0001# 121  Exhibit M.16-0002# 122  Exhibit M.16- 0003# 123</p>
<p>11/19/2011</p>	<p>(2577 pgs  ;  168 docs)</p>	<p>Receiver's and Trustee's  List Docket No. 194 Filed by  Creditor Bank of New York  Mellon, as Indenture Trustee  (RE: related document(s)55  Expedited Motion for Relief  Stay Motion for Abstention  Relief, Fee Amount \$176,).  (Attachments: # 1 Exhibit  0001# 2 Exhibit M.20-0002#  3</p>

		<p>Exhibit M.20-0003# 4  Exhibit M.20-0004# 5  Exhibit M.21- 0001# 6  Exhibit M.21-0002# 7</p> <p>Exhibit M.21-0003# 8  Exhibit M.21-0004# 9  Exhibit M.22# 10</p> <p>Exhibit M.23-0001# 11  Exhibit M.23-0002# 12  Exhibit M.23- 0003# 13  Exhibit M.23-0004# 14</p> <p>Exhibit M.23-0005# 15  Exhibit M.23-0006# 16  Exhibit M.23- 0007# 17  Exhibit M.23-0008# 18</p> <p>Exhibit M.23-0009# 19  Exhibit M.23-0010# 20  Exhibit M.23- 0011# 21  Exhibit M.23-0012# 22</p> <p>Exhibit M.23-0013# 23  Exhibit M.23-0014# 24  Exhibit M.23- 0015# 25  Exhibit M.23-0016# 26</p> <p>Exhibit M.23-0017# 27  Exhibit M.23-0018# 28  Exhibit M.23- 0019# 29  Exhibit M.23-0020# 30</p> <p>Exhibit M.23-0021# 31  Exhibit M.23-0022# 32  Exhibit M.23- 0023# 33  Exhibit M.23-0024# 34</p> <p>Exhibit M.23-0025# 35  Exhibit M.23-0026# 36  Exhibit M.23- 0027# 37  Exhibit M.23-0028# 38</p> <p>Exhibit M.23-0029# 39  Exhibit M.23-0030# 40  Exhibit M.23- 0031# 41</p>
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		<p>0001# 65 Exhibit M.35-0001# 66</p> <p>Exhibit M.35-0003# 67  Exhibit M.35-0004# 68  Exhibit M.35- 0005# 69  Exhibit M.35-0006# 70</p> <p>Exhibit M.35-0007# 71  Exhibit M.36-0001# 72  Exhibit M.36- 0002# 73  Exhibit M.36-0003# 74</p> <p>Exhibit M.36-0004# 75  Exhibit M.36-0005# 76  Exhibit M.36- 0006# 77  Exhibit M.36-0007# 78</p> <p>Exhibit M.37# 79 Exhibit M.37a- 0001# 80 Exhibit M.37a-0002#</p> <p>81 Exhibit M.37a-0003# 82  Exhibit M.37b-0001# 83  Exhibit M.37b-0002# 84  Exhibit M.37c# 85 Exhibit M.38-0001# 86</p> <p>Exhibit M.38-0002# 87  Exhibit M.38-0003# 88  Exhibit M.38- 0004# 89  Exhibit M.38-0005# 90</p> <p>Exhibit M.38-0006# 91  Exhibit M.38-0007# 92  Exhibit M.38- 0008# 93  Exhibit M.38-0009# 94</p> <p>Exhibit M.38-0010# 95  Exhibit M.38-0011# 96  Exhibit M.38- 0012# 97  Exhibit M.38-0013# 98</p> <p>Exhibit M.38-0014# 99  Exhibit M.38-0015# 100  Exhibit M.38- 0016# 101  Exhibit M.39# 102</p>
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		<p>M.58-0005# 127 Exhibit  M.59- 0001# 128 Exhibit  M.59-0002#</p> <p>129 Exhibit M.59-0003# 130</p> <p>Exhibit M.59-0004# 131  Exhibit M.59-0005# 132  Exhibit M.59- 0006# 133  Exhibit M.59-0007#</p> <p>134 Exhibit M.59-0008# 135</p> <p>Exhibit M.59-0009# 136  Exhibit M.59-0010# 137  Exhibit M.59- 0011# 138  Exhibit M.59-0012#</p> <p>139 Exhibit M.59-0013# 140</p> <p>Exhibit M.59-0014# 141  Exhibit M.59-0015# 142  Exhibit M.59- 0016# 143  Exhibit M.59-0017#</p> <p>144 Exhibit M.59-0018# 145</p> <p>Exhibit M.60-0001# 146  Exhibit M.60-0002# 147  Exhibit M.60- 0001# 148  Exhibit M.60-0001#</p> <p>149 Exhibit M.60-0005# 150</p> <p>Exhibit M.60-0006# 151  Exhibit M.61-0001# 152</p>
<p>11/19/2011</p>	<p>(3222 pgs  ;  139 docs)</p>	<p>Receiver's and Trustee's  List Docket No. 194 Filed by  Creditor Bank of New York  Mellon, as Indenture Trustee  (RE: related document(s)55  Expedited Motion for Relief  Stay Motion for Abstention  Relief, Fee Amount \$176.).  (Attachments: # 1 Exhibit  M 67</p>

		<p>0001# 2 Exhibit M.67-0002# 3</p> <p>Exhibit M.67-0003# 4 Exhibit M.67-0004# 5 Exhibit M.67- 0005# 6 Exhibit M.67-0006# 7</p> <p>Exhibit M.68-0001# 8 Exhibit M.68-0002# 9 Exhibit M.68- 0003# 10 Exhibit M.69# 11</p> <p>Exhibit M.70-0001# 12 Exhibit M.70-0002# 13 Exhibit M.70- 0003# 14 Exhibit M.70-0004# 15</p> <p>Exhibit M.70-0005# 16 Exhibit M.70-0006# 17 Exhibit M.71- 0001# 18 Exhibit M.71-0002# 19</p> <p>Exhibit M.71-0003# 20 Exhibit M.71-0004# 21 Exhibit M.71- 0005# 22 Exhibit M.72# 23</p> <p>Exhibit M.73-0001# 24 Exhibit M.73-0002# 25 Exhibit M.73- 0003# 26 Exhibit M.73-0004# 27</p> <p>Exhibit M.73-0005# 28 Exhibit M.74-0001# 29 Exhibit M.74- 0002# 30 Exhibit M.74-0003# 31</p> <p>Exhibit M.74-0004# 32 Exhibit M.74-0005# 33 Exhibit M.74- 0006# 34 Exhibit M.74-0007# 35</p> <p>Exhibit M.74-0008# 36 Exhibit M.74-0009# 37 Exhibit M.74- 0010# 38 Exhibit M.75-0001# 39</p>
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		<p>0003# 62 Exhibit M.79-0004# 63</p> <p>Exhibit M.79-0005# 64  Exhibit M.79-0006# 65  Exhibit M.79- 0007# 66  Exhibit M.79-0008# 67</p> <p>Exhibit M.80# 68 Exhibit M.81# 69 Exhibit M.82# 70 Exhibit</p> <p>M.83# 71 Exhibit M.84# 72</p> <p>Exhibit M.85# 73 Exhibit M.86# 74 Exhibit M.87# 75 Exhibit</p> <p>M.88# 76 Exhibit M.89# 77</p> <p>Exhibit M.90# 78 Exhibit M.91# 79 Exhibit M.92# 80 Exhibit M.95# 81 Exhibit M.96-0001# 82 Exhibit M.96-0002# 83</p> <p>Exhibit M.97# 84 Exhibit M.98# 85 Exhibit M.99# 86 Exhibit</p> <p>M.100# 87 Exhibit M.101# 88</p> <p>Exhibit M.102# 89 Exhibit M.103# 90 Exhibit M.104# 91</p> <p>Exhibit M.105# 92 Exhibit M.106# 93 Exhibit M.107# 94</p> <p>Exhibit M.108# 95 Exhibit M.109# 96 Exhibit M.110# 97</p> <p>Exhibit M.111# 98 Exhibit M.112# 99 Exhibit M.113# 100</p>
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		<p>125 Exhibit M.130-0003# 126</p> <p>Exhibit M.131# 127 Exhibit M.132-0001# 128 Exhibit M.132-0002# 129 Exhibit M.132-0003# 130 Exhibit M.132-0004# 131 Exhibit M.132-0005# 132 Exhibit M.132-0006# 133 Exhibit M.132-0007# 134 Exhibit M.132-0008# 135 Exhibit M.132-0009# 136 Exhibit</p>
11/20/2011	274 (22 pgs; 8 docs)	<p>Opposition of the City of Birmingham to Retention of the Receiver filed by U. W. Clemon, Attorney for the City of Birmingham. (Attachments: # 1 Opposition Part 2 # 2 Attachment</p> <p>1 Part 1 # 3 Attachment 1 Part 2</p>
11/28/2011	300 (17 pgs)	<p>Response to (Re Item: 190 Exhibit and Witness List filed by Debtor Jefferson County, Alabama) Jefferson County's Submission in Response to the Court's Request for Direction as to Relevant Portions of Exhibits Filed by Debtor Jefferson</p>

11/28/2011	301  (56 pgs)	Exhibit and Witness List Receiver's and Trustee's Exhibit List with Comments Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee
11/28/2011	302  (3 pgs;  2 docs)	Order Denying those portions of the Motions premised on the Rooker- Feldman Doctrine and the Johnson Act of 1934, 28  U.S.C. Section 1342, Signed on 11/28/2011 (RE: related document(s)40 Expedited Motion for (A) Determination That The Receiver Shall Continue to Operate and Administer the Sewer System Pursuant to the Receiver Order or (B) Relief From Automatic Stay or Other Appropriate Relief, 55 Motion for (A) The Court to Abstain From Taking Any Action to Interfere with the Receivership Case and the Receivers Operation and Administration of Sewer System in Accordance with the Receivership Order, or (B) for Relief from the Automatic Stay to the Extent
11/28/2011	303  (4 pgs;  2 docs)	Order Signed on 11/28/2011 - Exhibit Designations due 11/28/2011; Supplemental Briefs from the Indenture

		<p>12/2/2011; (RE: related document(s)40 Motion for (A) Determination That The Receiver Shall Continue to Operate and Administer the Sewer System Pursuant to the Receiver Order or</p> <p>(B) Relief From Automatic Stay or Other Appropriate Relief [Doc. 40], filed by Interested Party John S. Young Jr., and (2) Expedited Motion for (A) The Court to Abstain From Taking Any Action to Interfere with the Receivership Case and the Receivers Operation and Administration of Sewer System in Accordance with the Receivership Order, or (B) for Relief from the Automatic Stay to the Extent Necessary to Allow Receiver to Continue to Operate or Administer the Sewer System Under the Receivership Order, filed by Interested Party John S. Young, Jr., LLC, 55 Motion for</p> <p>(A) The Court to Abstain From Taking Any Action to Interfere with the Receivership Case and the Receivers Operation and Administration of Sewer System in Accordance with the Receivership Order, or (B) for Relief from the</p>
11/29/2011	304 (10 pgs)	Stipulation By Bank of New York Mellon, as Indenture

		Alabama, John S. Young, Jr., LLC and [Stipulation of Movants and County to Admission of Movants' Exhibits 96 and 97]. Filed by Creditor Bank of New York Mellon, as Indenture Trustee, Debtor Jefferson County, Alabama, Interested Party John S. Young, Jr., LLC.
11/30/2011	317 (3 pgs; 2 docs)	Order Granting Admission of Movant's Exhibits 96 and 97 are deemed admitted solely to the extent and the purpose for which the Court has previously admitted other exhibits containing only legal bills of the County. Signed on 11/30/2011 (RE: related document(s)259 Exhibit filed by Creditor
12/02/2011	326 (130 pgs; 7 docs)	Supplemental Statement of Legal Issues Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)40 Emergency Motion for Relief from Stay and Determination that the Receiver shall maintain possession and control of the sewer system, Fee Amount \$176,, 55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176,). (Attachments: # 1 Exhibit A - part 1# 2 Exhibit A - part 2# 3 Exhibit Ex. A - part 3#

	(5 pgs)	Creditor Bank of America, N.A.. (Walls, David)
12/02/2011	331  (116 pgs;  7 docs)	Supplement Brief in Opposition to the Receiver's and Indenture Trustee's Stay Motions Filed by Debtor Jefferson County, Alabama (RE: related document(s)189 Response). (Attachments: # 1 Appendix A# 2 Appendix B# 3 Appendix C# 4  Appendix D# 5 Appendix E# 6 Appendix F) (Darby) Modified on 12/6/2011 to
12/02/2011	332  (26 pgs)	Brief BRIEF OF THE BANK GROUP CONCERNING SECTION 922 AND 928 OF THE BANKRUPTCY CODE Filed by  Creditors Bank of New York Mellon, as Indenture Trustee, Lloyds TSB Bank plc, Nova Scotia, Societe Generale, Societe Generale State
12/02/2011	333  (59 pgs;  2 docs)	Joint Brief Movant's Post Hearing Brief Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)55 Expedited Motion for Relief from Stay Motion for Abstention and Relief, Fee Amount \$176.). (Attachments: # 1 Appendix



	(12 pgs)	Appeal Under Rule 8002(c) Motion for Extension of Time to Appeal the Order Denying the Applicability of the Rooker- Feldman Doctrine and the Johnson Act Filed by Creditor Bank of New York Mellon, as
12/07/2011	360 (3 pgs; 2 docs)	Notice of Hearing on (RE: related document(s)359 Motion to Extend Time to Appeal Under Rule 8002(c) filed by Creditor Bank of New York Mellon, as Indenture Trustee). Hearing scheduled 12/8/2011 at 09:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr
12/07/2011	362 (390 pgs)	Transcript of hearing held on: 11/21/11 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 03/6/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901- 372-  <a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a>

		<p>numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 12/14/2011. Redaction Request Due By 12/28/2011. Redacted Transcript</p>
<p>12/07/2011</p>	<p>363 (212 pgs)</p>	<p>Transcript of hearing held on: 11/22/11 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 03/6/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court</p>

		<p>372-</p> <p><a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a></p> <p>. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 12/14/2011. Redaction</p>
<p>12/08/2011</p>	<p>401</p> <p>(5 pgs; 2 docs)</p>	<p>Order Granting Motion to Extend Time to Appeal Order Denying Portions of Movants' Motions Premised on the Rooker-Feldman Doctrine and the Johnson Act and the time to appeal the Order is hereby extended to the date that is 14 days after the date the Court</p>

		<p>event no later tha January 2, 2012.(Related Doc # 359) Signed on 12/8/2011. (khm)</p>
<p>12/12/2011</p>	<p>405 (35 pgs)</p>	<p>Transcript of hearing held on: 11/10/11 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 03/12/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901- 372- <a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a></p> <p>. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the</p>

		<p>from the date of filing..          Notice of Intent to Request          Redaction Deadline Due By          12/19/2011. Redaction          Request Due By 01/3/2012.          Redacted Transcript          Submission Due By          01/12/2012. Transcript          access will be restricted</p>
12/12/2011	<p>408          (5 pgs;          2 docs)</p>	<p>Amended Order entered          11/28/2011 - Exhibit          Designations due          11/28/2011; Supplemental          Briefs from the Indenture          Trustee, the Receiver and the          Debtor due 12/2/2011;          further, the automatic stay of          11</p> <p>U.S.C. Sections 362(a) and          922(a) shall continue in          effect until midnight on          December 23, 2011, unless a          further order of this Court          extends such period. (RE:          related document(s)40          Motion for (A)          Determination That The          Receiver Shall Continue to          Operate and Administer the          Sewer System Pursuant to          the Receiver Order or</p> <p>(B) Relief From Automatic          Stay or Other Appropriate          Relief [Doc.40], filed by          Interested Party John S.          Young Jr., and (2) Expedited          Motion for (A) The Court to          Abstain From Taking Any          Action to Interfere with the          Receivership Case and the          Receivers Operation and</p>

		<p>Under the Receivership Order, filed by Interested Party John S. Young, Jr., LLC, 55 Motion for</p> <p>(A) The Court to Abstain From Taking Any Action to Interfere with the Receivership Case and the Receivers Operation and Administration of Sewer System in Accordance with the Receivership Order, or (B) for Relief from the Automatic Stay to the Extent Necessary to Allow Receiver to Continue to Operate or Administer the Sewer System Under the Receivership Order, filed by Creditor Bank of New York Mellon as Indenture</p>
<p>12/20/2011</p>	<p>460 (4 pgs; 2 docs)</p>	<p>Order, the automatic stay of 11</p> <p>U.S.C. Sections 362(a) and 922(a) shall continue in effect until midnight on Friday January 6, 2012, unless a further order of this Court extends such period. (RE: related document(s)40 Motion for (A) Determination That The Receiver Shall Continue to Operate and Administer the Sewer System Pursuant to the Receiver Order or</p> <p>(B) Relief From Automatic Stay or Other Appropriate Relief [Doc. 40], filed by Interested Party John S. Young Jr., and (2) Expedited</p>

		<p>in Accordance with the Receivership Order, or (B) for Relief from the Automatic Stay to the Extent Necessary to Allow Receiver to Continue to Operate or Administer the Sewer System Under the Receivership Order, filed by Interested Party John S. Young, Jr., LLC, 55 Motion for</p> <p>(A) The Court to Abstain From Taking Any Action to Interfere with the Receivership Case and the Receivers Operation and Administration of Sewer System in Accordance with the Receivership Order, or (B) for Relief from the Automatic Stay to the Extent Necessary to Allow Receiver to Continue to Operate or</p>
01/03/2012	495 (16 pgs)	Verified Statement of the Bank of New York Mellon, as Indenture Trustee, Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure. Filed by Creditor Bank of New York Mellon, as Indenture Trustee.
01/06/2012	508 (5 pgs; 2 docs)	Order (RE: related document(s)40 , 53 , 55 , 143 , 146 180 187 239 )Signed
01/06/2012	509 (60 pgs;	Memorandum Opinion regarding the motions for

		<p>relief are also denied. Simultaneous with and automatically on the filing of the County's chapter 9 case, the real and personal properties constituting its sewer system were no longer in the possession or custody of the alabama receivership court. Lastly, the Net Revenues, the amount of which is subject to further determination of this Court, are not subject to the automatic stays of 11 U.S.C., Section 362(a) or 11 U.S.C. Section 922(a). A separate order incorporating the Court's decision will be entered contemporaneously with this Memorandum</p>
01/13/2012	<p>536 (60 pgs; 2 docs)</p>	<p>Corrected for typographical errors within the Memorandum Opinion appearing on page 34, "reserve account" was twice replaced with "revenue account"; on page 42, "Debt Reserve Fund" was replaced with "Debt Service Fund" three times; and on page 47, "entirely" was replaced with "entirety." (RE: related</p>
01/19/2012	<p>552 (23 pgs)</p>	<p>Motion to Reconsider (related documents 508 Order (Blank), 509 Memorandum Opinion, 536 Memorandum Opinion) Jefferson County's Motion for Clarification,</p>



		Order Filed by Debtor Jefferson County, Alabama
01/19/2012	553  (4 pgs; 2 docs)	Notice of Hearing on (RE: related document(s)552 Motion to Reconsider filed by Debtor Jefferson County, Alabama). Hearing scheduled 1/19/2012 at 03:00 PM at 505 20th St N Ctrm 1 (TBB) Financial Ctr
01/19/2012	554  (60 pgs; 2 docs)	Amended Memorandum Opinion (with Respect to Footnote 9) Signed on 1/19/2012 (RE: related document(s)509
01/20/2012	559  (4 pgs; 2 docs)	Order Granting and Footnote 9 having been deleted from this Court's January 6, 2012 Memorandum Opinion by the amended Memorandum Opinion of January 19, 2012,(document number 554), the terms of this Court's January 6, 2012, Order (Doc. 508) are incorporated herein by reference; Signed on 1/20/2012 (RE: related document(s)552 Motion to
01/20/2012	564  (19 pgs)	Notice of Appeal to District Court Court. . Fee Amount \$298 Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)508

		02/3/2012. (Cochran, Ryan)
01/20/2012	565 (19 pgs)	<p>Notice of Appeal to District Court. . Fee Amount \$298  Filed by Creditor Assured Guaranty Municipal Corp.  (RE: related document(s)302  Order Denying, 408  Amended Order, 460 Order (Generic), 508 Order (Blank), 509 Memorandum Opinion, 536</p> <p>Memorandum Opinion, 554  Memorandum Opinion, 559</p>
01/20/2012	566 (17 pgs)	<p>Notice of Appeal to District Court. . Fee Amount \$298  Filed by Creditor Bank of America,</p> <p>N.A. (RE: related document(s)302 Order Denying, 408 Amended Order, 460 Order (Generic), 508 Order (Blank), 509 Memorandum Opinion, 536</p> <p>Memorandum Opinion, 554</p>
01/20/2012	567 (6 pgs)	<p>Notice of Appeal to District Court. . Fee Amount \$298  Filed by Interested Party John S. Young, Jr., LLC  (RE: related document(s)302  Order Denying, 408  Amended Order, 460 Order (Generic)). Appellant Designation due by</p>

<p>01/20/2012</p>	<p>568 (21 pgs)</p>	<p>Notice of Appeal to District Court. . Fee Amount \$298 Filed by Creditor Financial Guaranty Insurance Company (RE: related document(s)302 Order Denying, 408 Amended Order, 460 Order (Generic), 508 Order (Blank), 509 Memorandum Opinion, 536  Memorandum Opinion, 554 Memorandum Opinion, 559</p>
<p>01/20/2012</p>	<p>569 (16 pgs)</p>	<p>Notice of Appeal to District Court. . Fee Amount \$298 Filed by Creditor JPMorgan Chase Bank, N.A. (RE: related document(s)302 Order Denying, 408 Amended Order, 460 Order (Generic), 508 Order (Blank), 509 Memorandum Opinion, 536  Memorandum Opinion, 554 Memorandum Opinion, 559</p>
<p>01/20/2012</p>	<p>570 (22 pgs; 2 docs)</p>	<p>Notice of Appeal to District Court. NOTICE OF APPEAL.  Fee Amount \$298 Filed by Creditors Bank of New York Mellon, Lloyds TSB Bank plc, Nova Scotia, Regions Bank, Societe Generale, Societe Generale, State Street Bank and Trust Company (RE: related document(s)508 Order (Blank)). Appellant Designation due by</p>

		per entry 586 (sld). (Entered:
01/23/2012	577 (18 pgs)	Motion to Extend Time to Appeal Under Rule 8002(c) Jefferson County's Motion for an Extension of Time to File a Notice of Appeal Filed by Debtor Jefferson County,
01/23/2012	578 (4 pgs)	Appearance Sheet for November 10, 2011 hearing.
01/23/2012	582 (19 pgs; 2 docs)	Motion to Expedite Hearing (related documents 577 Motion to Extend Time to Appeal Under Rule 8002(c)) Motion to Set Expedited Hearing on Jefferson County's Motion for an Extension of Time to File a Notice of Appeal [Dkt. No. 577] Filed by Debtor Jefferson County, Alabama
01/23/2012	583 (4 pgs; 2 docs)	Order Granting Motion Expedite Hearing (Related Doc # 582) Signed on 1/23/2012. Hearing to be held on 1/25/2012 at 10:00 AM 505 20th St N Ctrm 1 (TBB)  Financial Ctr Birmingham for 577 Debtor's Motion for
01/23/2012	584 (17 pgs; 2 docs)	Exhibit Notice of Filing Exhibit Filed by Debtor Jefferson County, Alabama (RE: related document(s)577

		<p>Rule 8002(c) Jefferson County's Motion for an Extension of Time to File a Notice of Appeal). (Attachments: # 1 Exhibit 1)</p>
01/26/2012	596 (8 pgs)	<p>Transcript of hearing held on: 01/19/2012 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 04/25/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Patricia Basham, telephone number 901- 372-</p> <p><a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a></p> <p>. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the</p>

		<p>electronically available to the general public 90 calendar days from the date of filing..  Notice of Intent to Request Redaction Deadline Due By 2/2/2012. Redaction Request Due By 02/16/2012.  Redacted Transcript Submission Due By 02/27/2012. Transcript access will be restricted</p>
01/27/2012	605  (5 pgs;  2 docs)	<p>Order Granting Motion to Extend Time and the Countys time for filing a notice of appeal of the Stay Decision [collectively, Docket Nos. 508, 509, 536, and 554] under Rule 8002(a) is extended through and including February 24, 2012 and the parties that heretofore filed notices of appeal shall have through and including February 17, 2012 to file a statement of the issues to be presented on the Appellants respective appeals and through and including February 24, 2012 to file a designation of the items to be included in the</p>
02/02/2012	659  (17 pgs)	<p>Notice of Appeal to District Court. . Fee Amount \$298 Filed by Creditor Syncora Guarantee, Inc. (RE: related document(s)302 Order Denying, 408 Amended Order, 460 Order (Generic), 508 Order (Blank), 554 Memorandum Opinion, 559</p>

02/03/2012	664 (14 pgs)	Statement of Issues on Appeal, (Re Item:567) Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)567 Notice of
02/03/2012	665 (29 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Interested Party John S. Young, Jr., LLC (RE: related document(s)567 Notice of Appeal, 664 Statement of Issues on Appeal). Appellee designation due by 02/17/2012. Transmission of Designation Due by 03/5/2012. Appellant
02/03/2012	666 (19 pgs)	Statement of Issues on Appeal, (Re Item:564) Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)564 Notice of
02/03/2012	667 (35 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)564 Notice of Appeal). Appellee designation due by 02/17/2012. Transmission of Designation Due by 03/5/2012. Appellant Designation due by

02/03/2012	668 (33 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Designation of Items to be Included in the Record on Appeal Taken From the Official Court Docket Filed by Creditor Bank of America, N.A. (RE: related document(s)566 Notice of Appeal). Appellee designation due by 02/17/2012. Transmission of Designation Due by
02/03/2012	669 (20 pgs)	Statement of Issues on Appeal, (Re Item:565) Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)565 Notice of Appeal). (Larose,
02/03/2012	670 (19 pgs)	Statement of Issues on Appeal, Issues Presented on Appeal (Re Item:566) Filed by Creditor Bank of America, N.A. (RE: related document(s)566 Notice of
02/03/2012	671 (35 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Assured Guaranty Municipal Corp. (RE: related document(s)565 Notice of Appeal, 618 Service of Notice of Appeal by Court). Appellee designation due by 02/17/2012. Transmission of Designation Due by 03/5/2012. Appellant



02/03/2012	672 (18 pgs)	Statement of Issues on Appeal, (Re Item:569) Filed by Creditor JPMorgan Chase Bank, N.A. (RE: related document(s)569 Notice of
02/03/2012	673 (34 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor JPMorgan Chase Bank, N.A. (RE: related document(s)569 Notice of Appeal, 672 Statement of Issues on Appeal). Appellee designation due by 02/17/2012. Transmission of Designation Due by 03/5/2012. Appellant
02/03/2012	674 (22 pgs)	Statement of Issues on Appeal, Issues Presented on Appeal (Re Item:570) Filed by Creditors Lloyds TSB Bank plc, Nova Scotia, Regions Bank, Societe Generale, State Street Bank and Trust Company, The Bank of New York Mellon (RE: related document(s)570
02/03/2012	675 (35 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Designation of Items to Be Included in the Record of Appeal Taken From the Official Court Docket Filed by Creditors Lloyds TSB

		Trust Company, The Bank of New York Mellon (RE: related document(s)570 Notice of Appeal, 674 Statement of Issues on Appeal). Appellee designation due by 02/17/2012. Transmission of Designation Due by 03/5/2012. Appellant
02/03/2012	677 (20 pgs)	Statement of Issues on Appeal, By Financial Guaranty Insurance Company (Re Item:568) Filed by Creditor Financial Guaranty Insurance Company (RE: related
02/03/2012	678 (35 pgs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Financial Guaranty Insurance Company (RE: related document(s)568 Notice of Appeal, 677 Statement of Issues on Appeal). Appellee designation due by 02/17/2012. Transmission of Designation Due by 03/5/2012. Appellant
02/14/2012	708 (74 pgs; 3 docs)	Emergency Motion for Adequate Protection or in the Alternative, Relief from the Automatic Stay> Filed by Creditor Syncora Guarantee, Inc. (Attachments: # 1 Proposed Order # 2 Supporting Exhibit)

		information (sld). (Entered:
02/14/2012	709 (24 pgs)	Motion to Expedite Hearing (related documents 708 Motion for Adequate Protection) Filed by Creditor Syncora Guarantee, Inc.
02/14/2012	710 (5 pgs; 2 docs)	Notice of Status Conference(related document(s)708) (RE: related document(s)708 Motion for Adequate Protection filed by Creditor Syncora Guarantee, Inc.). Status hearing to be held on 2/14/2012 at 04:00 PM at 505
02/15/2012	711 (7 pgs)	Joinder of Assured Guaranty Municipal Corp. In Emergency Motion of Syncora Guarantee Inc. for Adequate Protection or in the Alternative Relief from the Automatic Stay Filed by Creditor Assured Guaranty Municipal Corp. (Larose, Lawrence) Modified on to correct statistical and filing
02/15/2012	712 (6 pgs; 2 docs)	Notice and Order Granting Motion to Expedite Hearing and Setting the Motion for Adequate Protection or in the Alternative Relief from Automatic Stay for hearing Signed on 2/15/2012 (RE: related document(s)708

		<p>Guarantee, Inc., 709 Motion to Expedite Hearing filed by Creditor Syncora Guarantee, Inc.). Hearing scheduled 2/15/2012 at 03:30 PM at 505</p> <p>20th St N Ctrm 1 (TBB)</p>
02/15/2012	<p>714</p> <p>(30 pgs; 3 docs)</p>	<p>Response to (Re Item: 708 Emergency Motion for Adequate Protection or in the Alternative, Relief from the Automatic Stay filed by Creditor Syncora Guarantee, Inc., 709 Motion to Expedite Hearing (related documents 708 Motion for Adequate Protection) filed by Creditor Syncora Guarantee, Inc.) Filed by Debtor Jefferson County, Alabama</p>
02/16/2012	<p>720</p> <p>(18 pgs)</p>	<p>Interrogatories First Set of Interrogatories to Debtor Filed by Creditor Bank of New York Mellon, as Indenture Trustee. (Childs,</p>
02/16/2012	<p>721</p> <p>(20 pgs)</p>	<p>First Request for Document Production Filed by Creditor Bank of New York Mellon, as Indenture Trustee.</p>
02/16/2012	<p>722</p>	<p>Notice of Depositions.</p>
02/16/2012	<p>723</p> <p>(13 pgs)</p>	<p>Transcript of hearing held on: 02/09/12 You are noticed that a transcript has been</p>

Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/16/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901- 372-

[0613/triciabasham@bellsouth.net](mailto:0613/triciabasham@bellsouth.net)

. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing..

02/16/2012	724 (35 pgs; 2 docs)	Appellant Designation of Contents For Inclusion in Record On Appeal Filed by Creditor Syncora Guarantee, Inc. (RE: related document(s)659 Notice of Appeal). Appellee designation due by 03/1/2012. Transmission of Designation Due by 03/19/2012. Appellant Designation due by 03/1/2012. (Attachments: # 1
02/16/2012	725 (20 pgs)	Statement of Issues on Appeal, (Re Item:659) Filed by Creditor Syncora Guarantee, Inc. (RE: related document(s)659 Notice of
02/17/2012	730 (21 pgs)	Cross Appeal . Fee Amount \$298 Filed by Debtor Jefferson County, Alabama (RE: related document(s)564 Notice of Appeal, 565 Notice of Appeal, 566 Notice of Appeal, 567 Notice of Appeal, 568 Notice of Appeal, 569 Notice of Appeal, 570 Notice of
02/17/2012	731 (17 pgs)	StatementJefferson County's Statement of Issues on Cross- Appeal Filed by Debtor Jefferson County, Alabama (RE: related

	(20 pgs)	<p>Contents For Inclusion in Record On Appeal Jefferson County's Designation of Additional Items to be Included in the Record on Appeal Filed by Debtor Jefferson County, Alabama (RE: related document(s)665 Appellant Designation, 667 Appellant Designation, 668 Appellant Designation, 671 Appellant Designation, 673 Appellant Designation, 675 Appellant Designation, 678 Appellant Designation, 724 Appellant</p>
02/17/2012	733 (23 pgs)	<p>Transcript of hearing held on: 02/14/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901- 372- <a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a></p>

		<p>numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/24/2012. Redaction Request Due By 03/9/2012. Redacted Transcript</p>
02/17/2012	734 (24 pgs)	<p>Transcript of hearing held on: 02/15/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact</p>



		<p>372-</p> <p><a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a></p> <p>. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 2/24/2012. Redaction</p>
02/21/2012	742 (41 pgs; 4 docs)	Statement Notice of Service of Discovery Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Interrogatories# 2 Requests for Admission# 3 Requests for Production) (Bailey,
02/28/2012	763	StatementJefferson County's

		the April 2012 Hearing Filed by Debtor Jefferson County, Alabama. (Darby) (Entered:
02/28/2012	764 (20 pgs)	Objection to (related document(s): 763 Statement filed by Debtor Jefferson County, Alabama) Opposition and Proposed Alternative to Jefferson County's Suggested Scheduling Order. Filed by Creditor Bank of New York
02/28/2012	765 (30 pgs; 2 docs)	Reply to (Re Item: 764) Jefferson County's Reply in Further Support of its Proposed Schedule in Advance of the April 2012 Hearing Filed by Debtor Jefferson County, Alabama
02/29/2012	766 (26 pgs;	Notice of Depositions. (Attachments: # 1 Exhibit Exhibit A to Deposition
02/29/2012	769 (211 pgs; 10 docs)	Bankruptcy Court Certification for Direct Appeal pursuant to 28 U.S.C. Section 158(d) to Court of Appeals(RE: related document(s)564 Notice of Appeal, 565 Notice of Appeal, 566 Notice of Appeal, 567 Notice of Appeal, 568 Notice of Appeal, 569 Notice of Appeal, 570 Notice of Appeal 659 Notice of

		<p>and the Johnson Act of 1934 (Doc. 302)# 2 Amended Order Establishing Procedural Deadlines and Extending the Automatic Stay (Doc. 408)# 3 Order Extending the Automatic Stay (Doc. 460)# 4 Order Incorporating the Memorandum Opinion of January 6, 2012 (Doc. 508)# 5 Memorandum Opinion of January 6, 2012 (Doc. 509)# 6 Corrected Memorandum Opinion of January 6, 2012 (Doc. 536)# 7 Amended Memorandum Opinion Docketed January</p>
03/01/2012	770 (18 pgs)	Statement Parties' Jointly Proposed Schedule in Advance of the April 2012 Hearing Filed by Debtor Jefferson County, Alabama (RE: related document(s)763 Statement, 764 Objection,
03/02/2012	771 (7 pgs; 2 docs)	Order on the Parties Jointly Proposed Schedule in Advance of the April 2012 hearing filed by The Bank of New York Mellon, in its capacity as Indenture Trustee and Jefferson County, Alabama; Signed on 3/2/2012 (RE: related document(s)770 Statement
03/05/2012	784	Statement - Trustee's

		Requests for Admission. Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)742
03/05/2012	785 (27 pgs)	Statement - Trustee's Answers to Jefferson County's First Set of Interrogatories. Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)742
03/05/2012	786 (23 pgs)	Statement - Trustee's Responses to Jefferson County's First Set of Requests for Production of Documents. Filed by Creditor Bank of New York Mellon, as Indenture Trustee (RE: related document(s)742
03/09/2012	800 (21 pgs)	Statement Jefferson County's Amended Notice of Cross-Appeal Filed by Debtor Jefferson County, Alabama (RE: related document(s)730
03/09/2012	801 (18 pgs)	Statement Jefferson County's Amended Statement of Issues on Cross-Appeal Filed by Debtor Jefferson County, Alabama (RE: related document(s)730 Cross Appeal, 731 Statement, 800
03/28/2012	845	Motion for Relief from Stay ,

	5 docs)	Financial Guaranty Insurance Company (Attachments: # 1 Exhibit A-1# 2 Exhibit A-2# 3 Exhibit A-3# 4 Exhibit A-4) (Dabney, H.) (Entered:
04/03/2012	872	Notice of Depositions.
04/12/2012	903 (73 pgs; 5 docs)	Objection to (related document(s): 845 Motion for Relief from Stay , Fee Amount  \$176, filed by Creditor Financial Guaranty Insurance Company) Jefferson County's Objection to FGIC's Motion to Lift or Condition the Automatic Stay Filed by Debtor Jefferson County, Alabama (Attachments:
04/17/2012	916 (5 pgs; 2 docs)	Notice and Order, the preliminary hearing on the Motion and the Objection is continued to May 3, 2012, at 9:00 a.m.; FGIC may file a reply to the Objection on or before April 30, 2012; and further the County and FGIC agree the automatic stays imposed by 11 U.S.C.  §§362(a) and 922(a) shall remain in effect pending further order of this Court notwithstanding 11  U.S.C. §362(e) (to the extent applicable). Signed on 4/17/2012 (RE: related document(s)845 Motion for Relief from Stay filed by

		09:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham. (khm)
04/18/2012	921  (89 pgs)	<p>Transcript of hearing held on: 4/16/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 07/17/2012. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901- 372-</p> <p><a href="mailto:0613/triciabasham@bellsouth.net">0613/triciabasham@bellsouth.net</a></p> <p>. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the</p>

		<p>from the date of filing..  Notice of Intent to Request  Redaction Deadline Due By  4/25/2012. Redaction  Request Due By 05/9/2012.  Redacted Transcript  Submission Due By  05/21/2012. Transcript  access will be restricted</p>
04/27/2012	<p>947  (2 pgs)</p>	<p>Adversary case 12-00067.  Order Severing Counts III,  IV, V and Counterclaims; 21  (Validity, priority or extent  of lien or other interest in  property)) Complaint by The  Bank of New York Mellon,  as Indenture Trustee , Bank  of America N.A. , The Bank  of Nova Scotia , Societe  Generale, New York Branch  , Regions Bank , The Bank  of New York Mellon , State  Street Bank and Trust  Company , Lloyds TSB  Bank plc , JPMorgan Chase  Bank, N.A. , Syncora  Guarantee Inc. , Guaranty  Municipal Corp. against</p>
05/02/2012	<p>960  (369 pgs)</p>	<p>Transcript of hearing held  on: 04/11/12 You are noticed  that a transcript has been  filed. Pursuant to the Judicial  Conference Policy on  Privacy, remote electronic  access to this transcript is  restricted through  07/31/2012. To review the  transcript for redaction  purposes, you may purchase  a copy from the transcriber,</p>

		<p>Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber J&amp;J Court Transcribers, Inc., telephone number 609-586-2311. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 5/9/2012. Redaction Request Due By 05/23/2012.</p>
<p>05/02/2012</p>	<p>961 (477 pgs)</p>	<p>Transcript of hearing held on: 04/12/12 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through</p>



		<p>you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber J&amp;J Court Transcribers, Inc., telephone number 609-586-2311. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children, dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 5/9/2012. Redaction Request Due By 05/23/2012.</p>
05/07/2012	967 (6 pgs; 2 docs)	Interim Order on Motion to Lift or Condition the Automatic Stay filed by Financial Guaranty Insurance

		Debtor to File a Status Report Concerning the Sewer Ratemaking Process Every 45 Days Signed on 5/7/2012 (RE: related document(s)845 Motion 903 Objection filed by Debtor 951 Response filed by Creditor Financial Guaranty
6/4/2012	1041	Notice of filing of claim # in the amount of 1,630,000,000 by Calvin Grigsby on behalf of Roderick Royal, etc. al. Filed by Creditors DAVID RUSSELL, SHARON RICE, ANGELINA BLACKMON, RICKY DAVIS JR., REGINALD THREADGILL, SHARON OWENS, FREDDIE JONES II, CARLYN CULPEPPER, WILLIAM MUHAMMAD, ANDREW BENNETT, JOHN ROGERS, MARY MOORE, STEVEN HOYT, RODERICK ROYAL. (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit # 9 Exhibit # 10 Exhibit # 11 Exhibit # 12 Exhibit # 13 Exhibit # 14 Exhibit # 15 Exhibit # 16 Exhibit)(Sullivan, David) (Entered: 06/04/2012)

06/18/2012	1070 (144 pgs; 8 docs)	Statement First Periodic Status Report Concerning the Sewer Ratemaking Process Filed by Debtor Jefferson County, Alabama (RE: related document(s)967 Order (Blank)). (Attachments: # 1 Exhibit A_Part1# 2 Exhibit A_Part2# 3 Exhibit A_Part3# 4 Exhibit A_Part4# 5 Exhibit
07/02/2012	1101 (85 pgs; 2 docs)	Order on Net Revenues And Applicability of 11 U.S.C. Section 928(b) Signed on 7/2/2012 (RE: related document(s)679 Complaint (AP#12-00016) filed by Movant The Bank of New York Mellon, as Indenture
07/05/2012	1104 (27 pgs)	Motion to Reconsider (related documents 1101 Order (Generic)) Jefferson County's Motion for Reconsideration, Clarification, or Amendment of the Court's Memorandum Opinion and Order Filed by Debtor Jefferson County,

07/06/2012	1105  (5 pgs; 2 docs)	Notice of Hearing on (RE: related document(s)1104 Motion to Reconsider filed by Debtor Jefferson County, Alabama). Hearing scheduled 7/25/2012 at 09:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr
7/25/2012	1168	Reply to (Re Item: 1129) INDENTURE TRUSTEE'S RESPONSE AND OBJECTION TO MOTION SEEKING CERTIFICATION OF A CLASS PROOF OF CLAIM BY THE ROYAL CLAIMANTS Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Attachments: # 1 Exhibit A# 2 Exhibit B) (Sullivan, David) (Entered: 07/25/2012)
7/31/2012	1183	Objection to (related document(s): 1042 First Motion for Class Action Certification of their Class Proofs of Claim Pursuant to Bankruptcy Rules 7023 and 9014 and Rule 23 of the Federal Rules of Civil Procedure filed by Creditor RODERICK ROYAL, Creditor STEVEN HOYT, Creditor MARY MOORE, Creditor JOHN ROGERS, Creditor ANDREW BENNETT, Creditor WILLIAM MUHAMMAD, Creditor CARLYN CULPEPPER, Creditor FREDDIE JONES, Creditor SHARON OWENS, Creditor REGINALD THREADGILL, Creditor RICKY DAVIS, Creditor ANGELINA BLACKMON, Creditor SHARON RICE, Creditor DAVID RUSSELL) Filed by Debtor Jefferson County, Alabama (Darby) (Entered: 07/31/2012)

8/6/2012	1200	Reply to (Re Item: 1183) ROYAL RATEPAYER CLAIMANTS TO JEFFERSON COUNTYS OPPOSITION TO MOTION TO CERTIFY A CLASS Filed by Creditors ANDREW BENNETT, ANGELINA BLACKMON, CARLYN CULPEPPER, RICKY DAVIS JR., STEVEN HOYT, FREDDIE JONES II, MARY MOORE, WILLIAM MUHAMMAD, SHARON OWENS, SHARON RICE, JOHN ROGERS, RODERICK ROYAL, DAVID RUSSELL, REGINALD THREADGILL (Attachments: # 1 Exhibit A# 2 Exhibit B) (Sullivan, David) (Entered: 08/06/2012)
08/02/2012	1190 (25 pgs)	Statement Second Periodic Status Report Concerning the Sewer Ratemaking Process Filed by Debtor Jefferson County, Alabama. (Darby)
09/12/2012	1299 (146 pgs; 6 docs)	Statement Third Periodic Status Report Concerning the Sewer Ratemaking Process Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D Part 1 # 5

<p>10/09/2012</p>	<p>1350 (9 pgs; 2 docs)</p>	<p>Agreed Order (I)Resolving Jefferson County's Motion for Reconsideration; (II)Reserving Certain Issues and Directing Entry of Partial Final Judgment in AP 16; and (III) Establishing a schedule in AP 67; Signed on 10/9/2012 (RE: related document(s)1104 Motion to Reconsider filed by Debtor Jefferson County, Alabama, 1101 Order on Net Revenues</p>
<p>10/16/2012</p>	<p>1360</p>	<p>Notice of Appeal to District</p>

		by Debtor Jefferson County, Alabama (RE: related document(s)1101 Order (Generic), 1350 Order (Generic)). Appellant Designation due by
10/16/2012	1361 (27 pgs)	Motion for Leave to Appeal (Re Item:1101 Order (Generic), 1350 Order (Generic)) Jefferson County's Protective Motion for Leave to Appeal Filed by Debtor
10/29/2012	1379 (153 pgs; 10 docs)	Statement Fourth Periodic Status Report Concerning the Sewer Ratemaking Process Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Exhibit A_Part1 # 2 Exhibit A_Part2 # 3 Exhibit A_Part3 # 4 Exhibit B # 5 Exhibit C # 6 Exhibit D # 7 Exhibit E # 8
8/15/2012	1233, incl Attachment No. 1 -- Motion for Class Certification	Adversary case 12-00120. 21 (Validity, priority or extent of lien or other interest in property)) Complaint by The Bank of New York Mellon, as Indenture Trustee , Bank of America N.A. , The Bank of Nova Scotia , Societe Generale, New York Branch , The Bank of New York Mellon , State Street Bank and Trust Company , JPMorgan Chase Bank, N.A. , Syncora Guarantee, Inc. , Guaranty Municipal Corp. against Jefferson County, Alabama . Receipt Number 0, Fee Amount \$293 (Attachments: # 1 Motion for Class Action Certification) (khn) (Entered: 08/15/2012)
8/15/2012	1232	Order declaring Class Action Certification Motions Moot

8/2/2013	1945	Objection to Claim Objection of Jefferson County, Alabama to Proofs of Claim Filed by Roderick V. Royal and Others (Claim Numbers 1292 and 1305) Filed by Debtor Jefferson County, Alabama. (Attachments: # 1 Exhibit A - Proof of Claim Number 1292 # 2 Exhibit B - Proof of Claim Number 1305)(Darby) (Entered: 08/02/2013)
8/7/2013	1975and 1974	Order approving solicitation and Disclosure
8/26/2013	2013	Opposition Response to 1945 Debtor Opposition to Proof of Claim Filed by Creditor ANDREW BENNETT (Attachments: # 1 Appendix Annex A to Proof of Claim) (Grigsby, Calvin) (Entered: 08/26/2013)
8/26/2013	2016	Amended Response to (Re Item: 1945 Objection to Claim filed by Debtor Jefferson County, Alabama) Amended to add exhibits and exhibit references Filed by Creditor ANDREW BENNETT (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit # 9 Exhibit # 10 Exhibit # 11 Exhibit # 12 Exhibit) (Grigsby, Calvin) (Entered: 08/26/2013)
8/26/2013	2017	Amended Reply to Annex A to Dkt No 2016 Amended Response to DKT No 1945 Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 08/26/2013)
10/10/2013	2132	Opposition Objection to Confirmation of Plan Amendment and supplement to Doc 1920, July 30 Opposition Filed by Creditor ANDREW BENNETT. (Attachments: # 1 Affidavit # 2 Affidavit # 3 Affidavit # 4 Affidavit # 5 Affidavit # 6 Affidavit # 7 Affidavit General Bowman Declaration last of 7 parts # 8 Affidavit County Tax Assessor Andrew Bennett Declaration # 9 Affidavit Councilwoman Shelia Tyson Declaration)(Grigsby, Calvin) (Entered: 10/10/2013)
10/15/2013	2141	Amended Response to 1945 Debtor Objection to Proof of claim supplementing Response Doc. 2016 Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/15/2013)



10/17/2103	2160	Reply to objection to claim 1945 motion for clarification Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 10/17/2013)
10/22/2013	2163	Transcript of hearing held on: 10/17/13  See, Exhibit A to these Designations.
11/1/2013	2174	Motion to Amend and/or Alter (related documents 2163 Transcript) judgment of dis-allowance of claim Filed by Creditor ANDREW BENNETT (Grigsby, Calvin) (Entered: 11/01/2013)
11/12/2013	2196	Order Sustaining Objection of Jefferson County, Alabama to Proofs of Claim filed by Roderick V. Royal and Others (Claims 1292 and 1305) Signed on 11/12/2013 (RE: related document(s)1945 Objection to Claim filed by Debtor Jefferson County, Alabama sustained on the grounds that the Claimants have stated no right to payment or any other affirmative recovery against the County under Alabama law and the Disputed Claims (Claim Numbers 1292 and 1305) are disallowed in their entirety, 2013 Response filed by Andrew Bennett overruled, 2016 Response filed by Andrew Bennett overruled, 2017 Reply filed by Andrew Bennett overruled, 2141 Response filed by Andrew Bennett Overruled, 2151 Response filed by Andrew Bennett overruled). (klt) (Entered: 11/12/2013)
11/22/2013	2248	Findings of Fact, Conclusions of Law and Order Confirming the Chapter 9 Plan of Adjustment for Jefferson County, Alabama Signed on 11/22/2013 (RE: related document(s)1911 Amended Chapter 9 Plan filed by Debtor Jefferson County, Alabama, 2182 Amended Chapter 9 Plan filed by Debtor Jefferson County, Alabama). The Plan, as previously modified and as modified by any modifications made at the Confirmation Hearing, is APPROVED and CONFIRMED. The Plan Settlements Motion 2183 is GRANTED in its entirety. Any resolutions of objections to confirmation of the Plan or to the Plan Settlements Motion explained on the record at the Confirmation Hearing are hereby incorporated by reference. All unresolved objections, statements, joinders, comments, and reservations of rights in opposition to or inconsistent with the Plan or the Plan Settlements Motion have

		been fully considered by the Court and are hereby OVERRULED with prejudice on the merits and in their entirety. The Administrative Claims Bar Date shall be January 31, 2014. (klt) (Entered: 11/22/2013)
11/26/2013	2251	Order Denying Motion for Clarification or Reconsideration Based On Two Cases Cited as Authority by the Court on Objection of Jefferson County, Alabama to Proofs Of Claim Filed by Roderick V. Royal and Others (Related Doc 2160 and Order Denying Motion to Alter or Amend or for Relief from a Final Judgment (Related Doc 2174), Signed on 11/26/2

**ITEMS FROM DOCKET OF ANDREW BENNETT, RODERICK ROYAL, ET  
AL. V. THE BANK OF NEW YORK MELLON, AS INDENTURE TRUSTEE,  
JEFFERSON COUNTY, ALABAMA, ET AL. (IN RE JEFFERSON COUNTY,  
ALABAMA), ADV. PROC. NO. 12-00120-TBB (BANKR. N.D. ALA.)**

[1](#)  
(522 pgs;  
15 docs)

Order  
Granting  
Severance  
from AP  
Number 12-  
00016;  
Adversary  
case 12-  
00120. 21  
(Validity,  
priority or  
extent of lien  
or other  
interest in  
property))  
Complaint by  
The Bank of  
New York  
Mellon, as  
Indenture  
Trustee ,  
Bank of  
America N.A.  
, The Bank of  
Nova Scotia ,  
Societe  
Generale,  
New York  
Branch , The  
Bank of New  
York Mellon  
, State Street  
Bank and  
Trust  
Company ,  
JPMorgan  
Chase Bank,  
N.A. ,  
Syncora  
Guarantee,  
Inc. ,  
Guaranty  
Municipal  
Corp. against  
Jefferson

09/06/2012		<p>County, Alabama .  Receipt Number 0,  Fee Amount \$293  (Attachments: # <a href="#">1</a> Motion for Class Action Certification) (kkm)  Additional attachment(s) added on 8/21/2012 (kkm).  Modified on 9/12/2012 (kkm).  (Entered: 08/15/2012)</p> <p><a href="#">2</a>  (555 pgs; 11 docs)</p>	<p>Complaint filed by Ratepayer-Plaintiffs against Defendants Jefferson County, Alabama , The Bank of New York Mellon, as Indenture Trustee etc., al . Receipt Number 0, Fee Amount \$293 (Attachments: # <a href="#">1</a> Exhibit A (Part 1) #<a href="#">2</a> Exhibit A (Part 2) # <a href="#">3</a> Exhibit B # <a href="#">4</a> Exhibit C (Part 1) # <a href="#">5</a> Exhibit C (Part 2) # <a href="#">6</a> Exhibit C (Part 3) # <a href="#">7</a> Exhibit D # <a href="#">8</a> Exhibit E # <a href="#">9</a> Exhibit F # <a href="#">10</a> Exhibit G) (kkm) (Entered: 09/07/2012)</p>
09/29/2012		<p><a href="#">9</a>  (624 pgs; 13 docs)</p>	<p>*** Duplicate Entry *** Amended  Complaint by Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill against all defendants. (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C-PART 1 # <a href="#">4</a> Exhibit C-PART 2 # <a href="#">5</a> Exhibit D # <a href="#">6</a> Exhibit E-PART 1 # <a href="#">7</a> Exhibit E-PART 2</p>

			# <a href="#">8</a> Exhibit E-PART 3 # <a href="#">9</a> Exhibit F # <a href="#">10</a> Exhibit G # <a href="#">11</a> Exhibit H # <a href="#">12</a> Exhibit I) (Sullivan, David) Modified on 12/6/2012 (khm) to notate this is a duplicate of #8. (Entered: 09/29/2012)
10/02/2012		<a href="#">10</a> (14 pgs)	Certificate of Service (RE: related document(s) <a href="#">9</a> Amended Complaint by Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill against all defendants. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C-PART 1 # 4 Exhibit C-PART 2 # 5 Exhibit D # 6 Exhibit E-PART 1 # 7 Exhibit E-PART 2 # 8 Exhibit E-PART 3 # 9 Exhibit F # 10 Exhibit G # 11 Exhibit H # 12 Exhibit I) filed by Plaintiff Andrew Bennett, Plaintiff Roderick V. Royal, Plaintiff Steven W. Hoyt, Plaintiff Mary Moore, Plaintiff John W. Rogers, Plaintiff William R. Muhammad, Plaintiff Carlyn R. Culpepper, Plaintiff Freddie H. Jones, II, Plaintiff Sharon Owens, Plaintiff Reginald Threadgill, Plaintiff Rickey Davis, Jr., Plaintiff Angelina Blackmon, Plaintiff Sharon Rice, Plaintiff David Russell). (Sullivan, David) (Entered: 10/02/2012)
11/16/2012		<a href="#">15</a> (28 pgs)	Motion to Dismiss Party (Haskell Slaughter Young & Rediker, LLC) Filed by Defendant Haskell Slaughter, Law Firm (Oldshue, Jerry) (Entered: 11/16/2012)
11/19/2012		<a href="#">16</a> (15 pgs)	Motion to Dismiss/Withdraw Document (related document(s) <a href="#">8</a> Amended Complaint, <a href="#">9</a> Amended Complaint) Filed by Defendants Assured Guaranty Municipal Corp., Bank of America N.A., Bank of Nova Scotia, JP Morgan Chase Bank, N.A., JP Morgan Securities Inc., Lloyds TSB Bank PLC, Societe Generale, New York Branch, State Street Bank and Trust Company,

			Synocora Guarantee Inc., The Bank of New York Mellon, The Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 11/19/2012)
11/19/2012		<a href="#">17</a> (24 pgs; 2 docs)	Motion for More Definite Statement "Nominal Defendant" Jefferson County, Alabama's Motion for More Definite Statement Filed by Defendant Jefferson County, Alabama (Attachments: # <a href="#">1</a> Exhibit A) (Darby) (Entered: 11/19/2012)
11/19/2012		<a href="#">18</a> (18 pgs)	Motion to Strike "Nominal Defendant" Jefferson County's Motion to Strike Ratepayers' Class Claims (related documents <a href="#">9</a> Amended Complaint) Filed by Defendant Jefferson County, Alabama (Darby) (Entered: 11/19/2012)
11/19/2012		<a href="#">19</a> (11 pgs)	Joinder by Bank of America, N.A., in Motion to Dismiss and Memorandum of Law Submitted by The Bank of New York Mellon, as Indenture Trustee Filed by Defendant Bank of America N.A. (Joseph, Joe) (Entered: 11/19/2012)
11/19/2012		<a href="#">20</a> (161 pgs; 11 docs)	Memorandum of Law in Support of Their Motion to Dismiss Plaintiff's Amended Class Action Complaint for Damages, Declaratory Judgment, and Preliminary and Permanent Injunctive Relief. Filed by Defendants Assured Guaranty Municipal Corp., Bank of America N.A., Bank of Nova Scotia, JP Morgan Chase Bank, N.A., JP Morgan Securities Inc., Lloyds TSB Bank PLC, Societe Generale, New York Branch, State Street Bank and Trust Company, Synocora Guarantee Inc., The Bank of New York Mellon, The Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">16</a> Motion to Dismiss/Withdraw Document (related document(s) <a href="#">8</a> Amended Complaint, <a href="#">9</a> Amended Complaint) ). (Attachments: # <a href="#">1</a> Exhibit A - Part 1 - Answer in Intervention and Counterclaim for

			<p>Declaratory Judgment # <a href="#">2</a> Exhibit A - Part 2 - Answer in Intervention and Counterclaim for Declaratory Judgment # <a href="#">3</a> Exhibit B - Motion to Intervene # <a href="#">4</a> Exhibit C - Part 1 - Receivership Order # <a href="#">5</a> Exhibit C - Part 2 - Receivership Order # <a href="#">6</a> Exhibit D - Trustee's Objection # <a href="#">7</a> Exhibit E - Part 1 - Motion to Intervene and Answer in Intervention # <a href="#">8</a> Exhibit E - Part 2- Motion to Intervene and Answer in Intervention # <a href="#">9</a> Exhibit F - Trustee's Response # <a href="#">10</a> Exhibit G - Intervention Order) (Childs, Larry) (Entered: 11/19/2012)</p>
11/19/2012		<p><a href="#">21</a> (51 pgs; 5 docs)</p>	<p>Motion to Dismiss/Withdraw Document (related document(s) <a href="#">8</a> Amended Complaint, <a href="#">9</a> Amended Complaint) Filed by Defendant Financial Guaranty Insurance Company (Attachments: # <a href="#">1</a> Exhibit 1 - Rehabilitation Order # <a href="#">2</a> Exhibit 2 - Affirmation # <a href="#">3</a> Exhibit 3 - Show Cause Order # <a href="#">4</a> Exhibit 4 - Insurance Policies) (Dabney, H.) (Entered: 11/19/2012)</p>
12/06/2012		<p><a href="#">22</a> (4 pgs; 2 docs)</p>	<p>Order, the Plaintiff's oral Motion to Dismiss Counts 4 through 9 of the amended Complaint is Granted. Counts 4 through 9 of the Amended Complaint in AP 12-00120 are hereby dismissed with prejudice. This Adversary Proceeding will proceed according to the following schedule; Plaintiffs' Response(s) to the Motions must be filed no later than January 18, 2013; any replies to Plaintiffs' Response(s) must be filed no later than February 13,2013; The Motions are set for hearing on February 20, 2013 at 9:00 a.m. If necessary, the hearing will continue on February 21, 2013. Signed on 12/6/2012 (RE: related document(s)<a href="#">16</a> Motion to Dismiss/Withdraw Document filed by Defendant Bank of America N.A., Defendant JP Morgan Chase Bank, N.A., Defendant Assured Guaranty Municipal Corp., Defendant State Street Bank and Trust Company, Defendant JP</p>

			Morgan Securities Inc., Defendant The Bank of New York Mellon, as Indenture Trustee, Defendant Societe Generale, New York Branch, Defendant The Bank of New York Mellon, Defendant Bank of Nova Scotia, Defendant Lloyds TSB Bank PLC, Defendant Synocora Guarantee Inc., <a href="#">17</a> Motion for More Definite Statement filed by Defendant Jefferson County, Alabama, <a href="#">18</a> Motion to Strike filed by Defendant Jefferson County, Alabama, <a href="#">19</a> Joinder filed by Defendant Bank of America N.A., <a href="#">21</a> Motion to Dismiss/Withdraw Document filed by Defendant Financial Guaranty Insurance Company). (khm) (Entered: 12/06/2012)
12/08/2012		<a href="#">23</a> (5 pgs)	BNC Certificate of Notice (related document(s) <a href="#">22</a> ) (RE: related document(s) <a href="#">22</a> Order Granting). Notice Date 12/08/2012. (Admin.) (Entered: 12/09/2012)
01/18/2013		<a href="#">24</a> (16 pgs)	Objection to (related document(s): <a href="#">22</a> Order Granting)OPPOSITION TO NOMINAL DEFENDANTS MOTION TO STRIKE Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Sullivan, David) (Entered: 01/18/2013)
01/18/2013		<a href="#">25</a> (10 pgs)	Objection to (related document(s): <a href="#">22</a> Order Granting)OPPOSITION TO NOMINAL DEFENDANTS MOTION FOR A MORE DEFINITIVE STATEMENT Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Sullivan,



			David) (Entered: 01/18/2013)
01/18/2013		<a href="#">26</a> (1183 pgs; 8 docs)	Objection to (related document(s): <a href="#">22</a> Order Granting)CLASS PLAINTIFFS BRIEF IN OPPOSITION TO DEFENDANTS MOTION TO DISMISS PLAINTIFFS AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, DECLARATORY JUDGMENT, AND PRELIMINARY AND PERMANENT INJUNCTIVE RELIEFFiled by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Attachments: # <a href="#">1</a> Appendix # <a href="#">2</a> Exhibit Part 1 # <a href="#">3</a> Exhibit Part 2 # <a href="#">4</a> Exhibit Part 3 # <a href="#">5</a> Exhibit Part 4 # <a href="#">6</a> Exhibit Part 5 # <a href="#">7</a> Exhibit Part 6) (Sullivan, David) (Entered: 01/18/2013)
01/20/2013		<a href="#">27</a> (3 pgs)	Notice of Withdrawal of a Document Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (RE: related document(s) <a href="#">24</a> Objection to (related document(s): <a href="#">22</a> Order Granting)OPPOSITION TO NOMINAL DEFENDANTS MOTION TO STRIKE Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill filed by Plaintiff Andrew Bennett, Plaintiff Roderick I. Royal, Plaintiff Steven W. Hoyt, Plaintiff Mary Moore, Plaintiff John W. Rogers,

			<p>Plaintiff William R. Muhammad, Plaintiff Carlyn R. Culpepper, Plaintiff Freddie H. Jones, II, Plaintiff Sharon Owens, Plaintiff Reginald Threadgill, Plaintiff Rickey Davis, Jr., Plaintiff Angelina Blackmon, Plaintiff Sharon Rice, Plaintiff David Russell, <a href="#">25</a> Objection to (related document(s): <a href="#">22</a> Order Granting)OPPOSITION TO NOMINAL DEFENDANTS MOTION FOR A MORE DEFINITIVE STATEMENT Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill filed by Plaintiff Andrew Bennett, Plaintiff Roderick V. Royal, Plaintiff Steven W. Hoyt, Plaintiff Mary Moore, Plaintiff John W. Rogers, Plaintiff William R. Muhammad, Plaintiff Carlyn R. Culpepper, Plaintiff Freddie H. Jones, II, Plaintiff Sharon Owens, Plaintiff Reginald Threadgill, Plaintiff Rickey Davis, Jr., Plaintiff Angelina Blackmon, Plaintiff Sharon Rice, Plaintiff David Russell, <a href="#">26</a> Objection to (related document(s):<a href="#">22</a> Order Granting)CLASS PLAINTIFFS BRIEF IN OPPOSITION TO DEFENDANTS MOTION TO DISMISS PLAINTIFFS AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, DECLARATORY JUDGMENT, AND PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Attachments: # 1 Appendix # 2 Exhibit Part 1 # 3 Exhibit Part 2 # 4 Exhibit Part 3 # 5 Exhibit Part 4 # 6 Exhibit Part 5 #</p>
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			7 Exhibit Part 6) filed by Plaintiff Andrew Bennett, Plaintiff Roderick V. Royal, Plaintiff Steven W. Hoyt, Plaintiff Mary Moore, Plaintiff John W. Rogers, Plaintiff William R. Muhammad, Plaintiff Carlyn R. Culpepper, Plaintiff Freddie H. Jones, II, Plaintiff Sharon Owens, Plaintiff Reginald Threadgill, Plaintiff Rickey Davis, Jr., Plaintiff Angelina Blackmon, Plaintiff Sharon Rice, Plaintiff David Russell). (Sullivan, David) (Entered: 01/20/2013)
01/20/2013		<a href="#">28</a> (17 pgs)	Objection to (related document(s): <a href="#">18</a> Motion to Strike)CORRECTED OPPOSITION TO NOMINAL DEFENDANTS MOTION TO STRIKE Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Sullivan, David) Modified on 1/22/2013 to correct related docket entry number (klt). (Entered: 01/20/2013)
01/20/2013		<a href="#">29</a> (10 pgs)	Objection to (related document(s): <a href="#">17</a> Motion for More Definite Statement)CORRECTED OPPOSITION TO NOMINAL DEFENDANTS MOTION FOR A MORE DEFINITIVE STATEMENT Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Sullivan, David) Modified on 1/22/2013 to correct related docket entry number (klt). (Entered: 01/20/2013)
01/20/2013		<a href="#">30</a> (1189 pgs;	Objection to (related document(s): <a href="#">16</a> Motion to Dismiss

		8 docs)	Plaintiffs' Amended Class Action Complaint)CORRECTED CLASS PLAINTIFFS BRIEF IN OPPOSITION TO DEFENDANTS MOTION TO DISMISS PLAINTIFFS AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, DECLARATORY JUDGMENT, AND PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Attachments: # <a href="#">1</a> Appendix # <a href="#">2</a> Exhibit Part 1 # <a href="#">3</a> Exhibit Part 2 # <a href="#">4</a> Exhibit Part 3 # <a href="#">5</a> Exhibit Part 4 # <a href="#">6</a> Exhibit Part 5 # <a href="#">7</a> Exhibit Part 6) (Sullivan, David) Modified on 1/22/2013 to correct related docket entry number (klt). (Entered: 01/20/2013)
02/13/2013		<a href="#">33</a> (11 pgs)	Reply to (Re Item: <a href="#">29</a> ) "Nominal Defendant" Jefferson County's Reply in Support of Its Motion for a More Definite Statement Filed by Defendant Jefferson County, Alabama (Darby) (Entered: 02/13/2013)
02/13/2013		<a href="#">34</a> (11 pgs)	Reply to (Re Item: <a href="#">28</a> ) "Nominal Defendant" Jefferson County's Reply in Support of Its Motion to Strike Ratepayers' Class Claims Filed by Defendant Jefferson County, Alabama (Darby) (Entered: 02/13/2013)
02/13/2013		<a href="#">35</a> (11 pgs; 2 docs)	Reply to (Re Item: <a href="#">30</a> ) Defendant Financial Guaranty Insurance Company's Reply in Support of its Motion to Dismiss Amended Complaint Filed by Defendant Financial Guaranty Insurance Company (Attachments: # <a href="#">1</a> Exhibit 1 - Modification Order) (Dabney, H.) (Entered: 02/13/2013)
02/13/2013		<a href="#">36</a> (44 pgs)	Reply to (Re Item: <a href="#">16</a> ) Defendants' Reply in Further Support of Motion to Dismiss

			Plaintiffs' Amended Class Action Complaint for Damages, Declaratory Judgment, and Preliminary and Permanent Injunctive Relief. Filed by Defendants Assured Guaranty Municipal Corp., Bank of America N.A., Bank of Nova Scotia, JP Morgan Chase Bank, N.A., JP Morgan Securities Inc., Lloyds TSB Bank PLC, Societe Generale, New York Branch, State Street Bank and Trust Company, Synocora Guarantee Inc., The Bank of New York Mellon, The Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 02/13/2013)
02/14/2013		<a href="#">37</a> (10 pgs)	Joint Motion to Amend and/or Alter (related documents <a href="#">31</a> Notice of Hearing) NOTICE OF HEARING DATED JANUARY 22, 2013 Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Sullivan, David) (Entered: 02/14/2013)
02/15/2013		<a href="#">38</a> (13 pgs)	Statement - Notice Filed by Defendants Assured Guaranty Municipal Corp., Bank of America N.A., Bank of Nova Scotia, Financial Guaranty Insurance Company, JP Morgan Chase Bank, N.A., JP Morgan Securities Inc., Lloyds TSB Bank PLC, Societe Generale, New York Branch, State Street Bank and Trust Company, Synocora Guarantee Inc., The Bank of New York Mellon, The Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">37</a> Joint Motion to Amend and/or Alter (related documents <a href="#">31</a> Notice of Hearing) NOTICE OF HEARING DATED JANUARY 22, 2013). (Childs, Larry) (Entered: 02/15/2013)
02/19/2013		<a href="#">39</a> (10 pgs)	Motion to Amend and/or Alter (related documents <a href="#">37</a> Motion to Amend and/or

			Alter) Joint CORRECTED MOTION TO CORRECT MISTAKES IN NOTICE OF HEARING DATED FEBRUARY 19, 2013 Filed by Plaintiffs Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill (Sullivan, David) (Entered: 02/19/2013)
02/20/2013		<a href="#">42</a> (4 pgs; 2 docs)	Order Mooting Motions to Dismiss (Related Doc # <a href="#">16</a> ) Motion to Dismiss Plaintiffs Amended Class Action Complaint for Damages, Declaratory Judgment, and Preliminary and Injunctive Relief filed by The Bank of New York Mellon, as Indenture Trustee, (Related Doc # <a href="#">21</a> ) Motion to Dismiss Amended Complaint filed by Financial Guaranty Insurance Company, Order Denying as unnecessary Corrected Motion of Andrew Bennett to Correct Mistakes in Notice of Hearing dated February 19, 2013 (Related Doc # <a href="#">39</a> ) Signed on 2/20/2013. Separate orders to be entered on the following matters: <a href="#">15</a> Motion to Dismiss Haskell Slaughter Young & Rediker, LLC as Defendant, <a href="#">17</a> Motion for More Definite Statement filed by Nominal Defendant Jefferson County, Alabama, <a href="#">18</a> Motion to Strike Ratepayers Class Claims filed by Nominal Defendant Jefferson County, Alabama, <a href="#">19</a> Joinder by Bank of America, N.A., in Motion to Dismiss and Memorandum of Law submitted by The Bank of New York Mellon, as Indenture Trustee. (klt) (Entered: 02/20/2013)
02/21/2013		<a href="#">43</a> (3 pgs; 2 docs)	Order Signed on 2/21/2013 (RE: related document(s) <a href="#">19</a> Joinder filed by Defendant Bank of America N.A.). Bank of America is dismissed and removed as a party defendant in this adversary proceeding with prejudice

			and the Clerk of this Court is hereby directed to remove Bank of America as a party from the style and docket of this adversary proceeding. (klt) (Entered: 02/21/2013)
02/21/2013		<a href="#">44</a> (4 pgs; 2 docs)	Order Granting Motion to Dismiss Party Haskell Slaughter Young & Rediker, LLC with prejudice (Related Doc # <a href="#">15</a> ) Signed on 2/21/2013. (klt) (Entered: 02/21/2013)
02/22/2013		<a href="#">47</a> (4 pgs; 2 docs)	Order Granting Motion For More Definite Statement filed by "Nominal Defendant" Jefferson County, Alabama. The Plaintiffs are granted leave to replead in accordance with the Court's instructions at the hearing on the Motion on or before April4, 2013. Except as specifically set forth in this Order, the Plaintiffs shall be granted no leave to further replead absent further order of the Court. (Related Doc # <a href="#">17</a> ) Signed on 2/22/2013. (klt) (Entered: 02/22/2013)
02/22/2013		<a href="#">48</a> (3 pgs; 2 docs)	Order Granting "Nominal Defendant" Jefferson County's Motion to Strike Ratepayers' Class Claims Signed on 2/22/2013 (RE: related document(s) <a href="#">18</a> (klt) (Entered: 02/22/2013)
02/22/2013		<a href="#">49</a> (56 pgs)	Transcript of hearing held on: 02/20/13 You are noticed that a transcript has been filed. Pursuant to the Judicial Conference Policy on Privacy, remote electronic access to this transcript is restricted through 05/23/2013. To review the transcript for redaction purposes, you may purchase a copy from the transcriber, or the transcript may be viewed at the public terminal located in the Bankruptcy Court Clerk's Office. Contact the Court Reporter/Transcriber Tricia Basham, telephone number 901-372-0613/triciabasham@bellsouth.net. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction of any social security numbers, financial account data, names of minor-age children,

			<p>dates of birth, and home addresses. If the Notice of Intent is filed, the party has 21 calendar days from the date the transcript was filed to file the Transcript Redaction Request indicating the location of the identifiers within the transcript with the Court and to provide the list to the transcriber. The redacted transcript is due 31 days from the date of filing of the transcript. The transcript will be made electronically available to the general public 90 calendar days from the date of filing.. Notice of Intent to Request Redaction Deadline Due By 3/1/2013. Redaction Request Due By 03/15/2013. Redacted Transcript Submission Due By 03/25/2013. Transcript access will be restricted through 05/23/2013. (Basham, Patricia) (Entered: 02/22/2013)</p>
02/26/2013		<p><a href="#">55</a> (4 pgs; 2 docs)</p>	<p>Amended Order Signed on 2/26/2013 (RE: related document(s)<a href="#">41</a> Notice and Order). (klt) (Entered: 02/26/2013)</p>
03/11/2013		<p><a href="#">57</a> (7 pgs)</p>	<p>Joint Motion to Dismiss Party Joint Motion of Societe Generale, New York Branch and Plaintiffs to Dismiss Societe Generale as a Party Upon Disposition of Interest Filed by Defendant Societe Generale, New York Branch (Porterfield, Stephen) (Entered: 03/11/2013)</p>
04/04/2013		<p><a href="#">63</a> (34 pgs)</p>	<p>Amended Complaint by Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R. Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill against all defendants. (Sullivan, David) (Entered: 04/04/2013)</p>
04/04/2013		<p><a href="#">64</a> (44 pgs)</p>	<p>Amended Complaint by Andrew Bennett, Angelina Blackmon, Carlyn R. Culpepper, Rickey Davis, Jr., Steven W. Hoyt, Freddie H. Jones, II, Mary Moore, William R.</p>



			Muhammad, Sharon Owens, Sharon Rice, John W. Rogers, Roderick V. Royal, David Russell, Reginald Threadgill against all defendants. (Sullivan, David) (Entered: 04/05/2013)
04/18/2013		<a href="#">68</a> (24 pgs)	Motion to Dismiss Adversary Proceeding Filed by Defendant Jefferson County, Alabama (Darby) (Entered: 04/18/2013)
04/18/2013		<a href="#">69</a> (7 pgs)	Motion to Dismiss Adversary Proceeding - Trustee's Motion to Dismiss Plaintiffs' Second Amended Complaint for Declaratory Judgment and Injunctive Relief. Filed by Defendant The Bank of New York Mellon, as Indenture Trustee (Childs, Larry) (Entered: 04/18/2013)
04/18/2013		<a href="#">70</a> (504 pgs; 21 docs)	Memorandum of Law in Support Filed by Defendant The Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">69</a> Motion to Dismiss Adversary Proceeding - Trustee's Motion to Dismiss Plaintiffs' Second Amended Complaint for Declaratory Judgment and Injunctive Relief.). (Attachments: # <a href="#">1</a> Exhibit A Pt 1 - Answer in Intervention # <a href="#">2</a> Exhibit A Pt 2 - Answer in Intervention # <a href="#">3</a> Exhibit B - Motion to Intervene # <a href="#">4</a> Exhibit C Pt 1 - Receivership Order # <a href="#">5</a> Exhibit C Pt 2 - Receivership Order # <a href="#">6</a> Exhibit D - Trustee's Objection # <a href="#">7</a> Exhibit E Pt 1 - State's Motion to Intervene and Answer # <a href="#">8</a> Exhibit E Pt 2 - State's Motion to Intervene and Answer # <a href="#">9</a> Exhibit F - Trustee's Response # <a href="#">10</a> Exhibit G - Intervention Order # <a href="#">11</a> Exhibit H - Fifth Supplemental Indenture # <a href="#">12</a> Exhibit I Pt 1 - Ninth Supplemental Indenture # <a href="#">13</a> Exhibit I Pt 2 - Ninth Supplemental Indenture # <a href="#">14</a> Exhibit I Pt 3 - Ninth Supplemental Indenture # <a href="#">15</a> Exhibit I Pt 4 - Ninth Supplemental Indenture # <a href="#">16</a> Exhibit J Pt 1 - Tenth Supplemental Indenture # <a href="#">17</a> Exhibit J Pt 2 -

			Tenth Supplemental Indenture # <a href="#">18</a> Exhibit J Pt 3 - Tenth Supplemental Indenture # <a href="#">19</a> Exhibit K - Consents # <a href="#">20</a> Exhibit L - Supplemental Indenture Provisions) (Childs, Larry) (Entered: 04/18/2013)
05/01/2013		<a href="#">79</a> (3 pgs; 2 docs)	Order Granting Motion To Continue Hearing On (Related Doc # <a href="#">74</a> ) (related documents Motion to Dismiss Adversary Proceeding , Motion to Dismiss Adversary Proceeding - Trustee's Motion to Dismiss Plaintiffs' Second Amended Complaint for Declaratory Judgment and Injunctive Relief.) Signed on 5/1/2013. Hearing to be held on 6/6/2013 at 10:00 AM 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham for <a href="#">69</a> and for <a href="#">68</a> , (klt) (Entered: 05/01/2013)
05/01/2013		<a href="#">80</a> (4 pgs; 2 docs)	Order and Notice of Hearing Rescheduling Signed on 5/1/2013 (RE: related document(s) <a href="#">68</a> Motion to Dismiss Adversary Proceeding filed by Defendant Jefferson County, Alabama, <a href="#">69</a> Motion to Dismiss Adversary Proceeding filed by Defendant The Bank of New York Mellon, as Indenture Trustee). Hearing scheduled 6/5/2013 at 10:00 AM at 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham. (klt) (Entered: 05/01/2013)
05/31/2013		<a href="#">90</a> (62 pgs)	Brief in Opposition Motion to Dismiss Adversary Proceeding Filed by Plaintiff Andrew Bennett (Grigsby, Calvin) Modified on 6/3/2013 to add text (klt). (Entered: 05/31/2013)
05/31/2013		<a href="#">91</a> (62 pgs)	Brief Opposition Motion to Amend and/or Alter (related documents <a href="#">90</a> Motion to Dismiss Adversary Proceeding)Filed by Plaintiff Andrew Bennett (Grigsby, Calvin) Modified on 6/3/2013 to add text (klt). (Entered: 05/31/2013)
06/03/2013		<a href="#">92</a> (12 pgs)	Reply to (Re Item: <a href="#">90</a> , <a href="#">91</a> ) Jefferson County's Reply to Plaintiffs' Brief in Opposition to Jefferson County's Motion to

			Dismiss Plaintiffs' Second Amended Complaint for a Declaratory Judgment and Injunctive Relief Filed by Defendant Jefferson County, Alabama (Darby) (Entered: 06/03/2013)
06/03/2013		<a href="#">93</a> (18 pgs)	Brief Trustee's Reply in Further Support of Motion to Dismiss Plaintiffs' Second Amended Complaint for Declaratory Judgment and Injunctive Relief Filed by Defendant The Bank of New York Mellon, as Indenture Trustee (RE: related document(s) <a href="#">69</a> Motion to Dismiss Adversary Proceeding - Trustee's Motion to Dismiss Plaintiffs' Second Amended Complaint for Declaratory Judgment and Injunctive Relief. Filed by Defendant The Bank of New York Mellon, as Indenture Trustee filed by Defendant The Bank of New York Mellon, as Indenture Trustee). (Childs, Larry) (Entered: 06/03/2013)
06/18/2013		<a href="#">98</a> (134 pgs; 7 docs)	Motion to Reconsider (related documents <a href="#">95</a> Order Granting) stay Filed by Plaintiff Andrew Bennett (Attachments: # <a href="#">1</a> Exhibit A # <a href="#">2</a> Exhibit B # <a href="#">3</a> Exhibit C-1 # <a href="#">4</a> Exhibit C-2 # <a href="#">5</a> Exhibit E # <a href="#">6</a> Exhibit E) (Grigsby, Calvin) (Entered: 06/18/2013)
06/20/2013		<a href="#">99</a> (21 pgs; 2 docs)	Motion to Expedite Hearing (related documents <a href="#">98</a> Motion to Reconsider) Filed by Plaintiff Andrew Bennett (Attachments: # <a href="#">1</a> Proposed Order) (Grigsby, Calvin) (Entered: 06/20/2013)
06/20/2013		<a href="#">100</a> (3 pgs; 2 docs)	Order Granting Motion to Expedite Hearing (Related Doc # <a href="#">99</a> ) Signed on 6/20/2013. Hearing to be held on 6/27/2013 at 10:00 AM 505 20th St N Ctrm 1 (TBB) Financial Ctr Birmingham for <a href="#">98</a> Motion for Reconsideration, (klt) (Entered: 06/20/2013)
06/21/2013		<a href="#">102</a> (11 pgs)	Objection to (related document(s): <a href="#">98</a> Motion to Reconsider (related documents <a href="#">95</a> Order

			Granting) stay filed by Plaintiff Andrew Bennett) Jefferson County's Opposition to Motion for Reconsideration Filed by Defendant Jefferson County, Alabama (Darby) (Entered: 06/21/2013)
2/03/2013		<a href="#">117</a> (6 pgs)	Notice of Dismissal of Adversary Proceeding Notice of Dismissal in Accordance with Plan and Confirmation Order Filed by Defendant Jefferson County, Alabama. (Darby) (Entered: 12/03/2013)
12/09/2013		<a href="#">118</a> (24 pgs)	Notice of Appeal to district Court. . Fee Amount \$298 Filed by Plaintiff Andrew Bennett (RE: related document(s) <a href="#">48</a> Order Granting, <a href="#">95</a> Order Granting, <a href="#">108</a> Order on Motion To Reconsider). Appellant Designation due by 12/23/2013. (Grigsby, Calvin) (Entered: 12/09/2013)

Dated: August 14, 2019

The interested parties to the Designation of Items to be Included in the Record on Appeal, other than Bennett Ratepayers, represented by the undersigned attorney, and the names, addresses, and telephone numbers of their respective attorneys are as set forth in Exhibit A and B Master Service list attached hereto.

Respectfully Submitted  
 By: /s/ Calvin B. Grigsby  
 Calvin B. Grigsby, Esq. (*pro hac vice*)  
 Danville CA 94506  
 Telephone: (415) 860-6446  
 Email: cgrigsby@grigsbyinc.com

David A Sullivan  
 208 23rd Street North, Suite #2  
 Birmingham, AL 35203  
 205-322-0600  
 Email: dasnicole@bellsouth.net

Counsel for Bennett  
Ratepayers

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of August, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM-ECF system to serve same in accordance with the attached Master Service List.

/s/ Calvin B. Grigsby  
OF COUNSEL

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

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In the matter of: )  
 )  
JEFFERSON COUNTY, ALABAMA, ) Case No. 11-05736-TBB )  
 )  
Debtor. )  
  
Birmingham, AL  
October 17, 2013, 10:00 a.m.

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TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE THOMAS B. BENNETT  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

Patrick Darby  
Dylan C. Black  
J. Thomas Richie  
Bradley Arant Boult Cummings, LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, AL 35203

French A. McMillan  
Assistant County Attorney  
716 Richard Arrington Jr. Blvd. N, #280  
Birmingham, AL 35203-0121

Lee R. Bogdanoff (Telephonically)  
Robert J. Pfister (Telephonically)  
Whitman L. Holt (Telephonically)  
Klee, Tuchin, Bogdanoff & Stern LLP  
1999 Avenue of the Stars, 39th Floor  
Los Angeles, CA 90067

---

Electronic Recorder  
Operator:

John Carmichael

Transcriber:

Patricia Basham  
6411 Quail Ridge Drive  
Bartlett, TN 38135  
901-372-0613

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Transcript produced by transcription service.

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## APPEARANCES (Continued):

Eric Kay (Telephonically)  
Quinn Emanuel  
51 Madison Ave 22nd Floor  
New York, NY 10010

Gerald Mace (Telephonically)  
Mike Paslay (Telephonically)  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, TN 37219

Cherie Nobles (Telephonically)  
William H. Patrick (Telephonically)  
Jess Nix (Telephonically)  
Heller Draper Patrick & Horn, LLC  
650 Poydras St.  
Suite 2550  
New Orleans, LA 70130

H. Slayton Dabney, Jr. (Telephonically)  
Dabney, PLLC  
303 Grande Court  
Richmond, VA 23229

Steven Fuhrman (Telephonically)  
Elisha Graff (Telephonically)  
Simpson Thacher  
425 Lexington Avenue  
New York, NY 10017-3954

Luke A. Sizemore (Telephonically)  
Reed Smith LLP  
225 5th Ave Ste 1200  
Pittsburgh, PA 15222

Clark R. Hammond  
Johnston Barton Proctor & Rose LLP  
569 Brookwood Village  
Suite 901  
Birmingham, AL 35209

Justin G Williams (Telephonically)  
Hannah B. Lansdon (Telephonically)  
Tanner, Guin & Crowell, LLC  
PO Box 3206  
Tuscaloosa, AL 35403-3206

James H. White  
Baker, Donelson  
420 North 20th Street  
Suite 1600  
Birmingham, AL 35203-5202

## APPEARANCES (Continued):

Joshua L. Firth  
Steve Couch  
Hollis Wright  
505 North 20th Street  
Birmingham, AL 35203

Mark P. Williams  
Norman Wood Kendrick & Turner  
Financial Center-Suite 1600  
505 North 20th Street  
Birmingham, AL 35203

Lee Benton  
Benton & Centeno, LLP  
2019 Third Avenue North  
Birmingham, AL 35203

David McKnight  
Baxley, Dillard, McKnight & James  
2008 Third Avenue South  
Birmingham, AL 35233

Calvin Grigsby  
Grigsby & Associates  
311 California Street Ste 320  
San Francisco, CA 94104

Lee Wendell Loder  
Loder, P.C.  
P.O. Box 13545  
Birmingham, Alabama 35203

## Other telephonic appearances as noted in the Court's records:

Steven H. Church  
Debra Felder  
Samuel S. Kohn  
Rachel L. Webber



1 (CALL TO ORDER)

2 THE COURT: You may be seated.

3 We are here in Jefferson County, Alabama, case number  
4 11-05736 on various objections to claims and responses.

5 Mr. Darby.

6 MR. DARBY: Thank you, Your Honor. Good morning.

7 THE COURT: Let's do the omnibus ones first. I think  
8 those will be the most straightforward.

9 MR. DARBY: Yes, sir, the first two are omnibus  
10 objections. The first is duplicative proofs of claims and  
11 second is for claims not entitled to secured status. The  
12 duplicative objection speaks for itself. We're just trying to  
13 eliminate the possibility of having to pay claims twice.

14 THE COURT: The court has reviewed those and will  
15 sustain and disallow those claims.

16 MR. LODER: Judge.

17 THE COURT: Yes, sir.

18 MR. LODER: How are you doing? I am Lee Loder. I am  
19 here on the claim of Charlotte Breece and Lillie Starks and I  
20 came to speak to the - it is one of the claims that was listed  
21 as a claim not entitled to secured status.

22 THE COURT: I am not there yet.

23 MR. LODER: Oh, you are not. Oh, I am sorry. I  
24 thought he called both of them.

25 THE COURT: No.

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1 MR. WHITE: Judge, just real quickly, James White. I  
2 think we filed six claims and it appeared to us that two claim  
3 numbers were assigned to each claim. So I don't think they  
4 were duplicative claims filed.

5 THE COURT: Who is us?

6 MR. WHITE: I think it is case - BNSF and CSX. I think  
7 it is the claims agent just assigned --

8 THE COURT: I will get to them, all right. You all are  
9 jumping the gun.

10 MR. WHITE: Oh, I thought we were on duplicative  
11 claims, the omnibus objection.

12 THE COURT: We are. Any objection on any duplication  
13 issue?

14 MR. WHITE: No, we agree with that. Just to clarify,  
15 there is one claim filed but they just seem to have mistakenly  
16 assigned two numbers to the same claim. We got two claim  
17 return forms back with different numbers to the same claims.

18 THE COURT: On the duplicates, we will sustain and  
19 disallow. Let's move on to the secured status. Only two have  
20 responses. BNSF. Mr. White, are you here on BNSF?

21 MR. WHITE: Yes, Your Honor.

22 THE COURT: And on CSX. And it appears, with respect  
23 to the two on the omnibus with respect to secured claims, the  
24 debtor is in agreement that there are monies that were escrowed  
25 pending resolution of a matter that was the CSX version in the

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1 Eleventh Circuit and that those monies are appropriately  
2 payable over from the escrow to CSX and BNSF.

3 Am I right on that, Mr. Darby?

4 MR. DARBY: That's right, Your Honor.

5 THE COURT: Just out of curiosity, it was the state of  
6 Alabama that was involved. Why did Jefferson County  
7 participate in the case?

8 MR. DARBY: Well, I don't think we are a party. I  
9 think this has to do with the fact that various taxes are  
10 collected --

11 THE COURT: Alabama has a proclivity to disregard forty  
12 and fifty year-old Supreme Court rulings on the ability to do  
13 interstate taxation. I mean, it just befuddles my mind, all  
14 right. They do it repetitively.

15 MR. DARBY: Well, I think Mr. White's clients want to  
16 leave open the possibility that, to the extent that they are  
17 not fully compensated for the refund, that they may have some  
18 claim against Jefferson County. We don't know. We are not  
19 admitting that. We are happy to keep that open. If there is  
20 a refund claim against Jefferson County, we can argue about  
21 that then but --

22 THE COURT: Was it the piggyback tax, the county, is  
23 that what the issue is?

24 MR. WHITE: With the escrow, Your Honor, what happened  
25 was the state of Alabama was the only party but, while the

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1 taxes were in dispute, all of the disputed taxes were paid into  
2 escrow, not just the state taxes.

3 THE COURT: Hold on a second. Somebody on the  
4 telephone is talking. I need you to stop talking. Go ahead.

5 MR. WHITE: All of the disputed taxes, both the state  
6 and the local taxes were placed into escrow, which is why that  
7 became an issue here. I think that the Eleventh Circuit has  
8 now ruled that CSX has a valid claim. There probably will be  
9 an unsecured claim because the escrow wasn't established until  
10 March of 2011 and there is a refund claim for prior periods.

11 My guess is that, once all of the times for a cert to  
12 the Supreme Court have expired, the best thing to do is for us  
13 just to file an amended claim with the exact amount, excluding  
14 the escrow.

15 THE COURT: Mr. Darby.

16 MR. DARBY: I think that is fine. The --

17 THE COURT: So on the claims that I am dealing with  
18 that are secured, you simply want them rolled to unsecured?

19 MR. DARBY: That is right. If he has a refund claim,  
20 it is probably unimpaired under the plan anyway, but we do have  
21 a placeholder class in the plan for other secured claims and,  
22 you know, whatever his client's claim is, it is not a secured  
23 claim, and that is all we are trying to get established today.

24 THE COURT: I will sustain the objections on the  
25 omnibus, sixteenth omnibus with respect to those not entitled

1 to secured status and they will be treated as general  
2 unsecured.

3 MR. WHITE: Your Honor, our only point there was I  
4 think the county is saying they are not claiming an interest in  
5 the escrow funds. As long as that is the case, the claims are  
6 definitely unsecured.

7 THE COURT: I think I have already dealt with that.

8 MR. WHITE: I just wanted to make sure that was clear  
9 on the record.

10 THE COURT: You can say whatever you want to say, Mr.  
11 White. I have dealt with it. We are moving on.

12 MR. WHITE: Thank you, Your Honor.

13 THE COURT: All right. Let's do the Brazzill next, if  
14 we can.

15 MR. DARBY: Your Honor, I believe the gentleman that  
16 came up before --

17 THE COURT: Oh, I am sorry.

18 MR. DARBY: He is here on one of the secured claims,  
19 Breece and Starks.

20 THE COURT: Two of them, Lillie Starks and Charlotte  
21 Breece.

22 MR. LODER: Good morning, Judge. I am Lee Loder, and  
23 I am here representing Charlotte Breece and Lillie Starks. We  
24 filed a claim, a proposed class claim. I think you may have  
25 addressed the issue. If they take the position - well, there

1 are two issues. There are property tax claims that involve  
2 exemptions, so we simply argue that they are secure by virtue  
3 of statute by future property tax revenue. It is a refund  
4 claim. If they are going to argue that the refund claims are  
5 not impaired by the agreement, then that issue I presume is  
6 resolved and I don't have any objection on that.

7 Now there is a second issue involving properties that  
8 the state actually owns. If the court accepts that these  
9 claimants have the right to object on behalf of a proposed  
10 putative class, the claim was filed as a proposed putative  
11 claim and there are some issues at the state court that have to  
12 be resolved. And if the court --

13 THE COURT: Is there a class-action somewhere?

14 MR. LODER: There was a pending state claim when the  
15 bankruptcy action was filed.

16 THE COURT: State claim where?

17 MR. LODER: In Jefferson County which was stayed by  
18 virtue of this --

19 THE COURT: Was it a class-action?

20 MR. LODER: No, it had not been certified. I believe  
21 there was a motion pending --

22 THE COURT: Was it pled as a class-action?

23 MR. LODER: Yes, and the claim was also filed as a  
24 proposed class-action with this court.

25 THE COURT: The objection today is on the secured

1 status; it is not on whether there is a class claim or anything  
2 else.

3 MR. LODER: We are making an objection on behalf of the  
4 proposed putative class members, that their refund claims are  
5 secured by future ad valorem tax per the statute. The statute  
6 basically says that the tax collector has to refund taxes out  
7 of future revenue if he determines that an error, if ultimately  
8 the court or someone determines that there is a class and that  
9 an error was made over the past several years, then -

10 THE COURT: Mr. Darby, I think what he is saying is  
11 that, if there are future taxes due and owing by his clients,  
12 that they are secured by a reduction in future taxes.

13 MR. DARBY: They are not. I am not making any  
14 representations to this gentleman or to the court about what  
15 our plan does or does not do with his claim. We reserve all  
16 rights, but the only thing we are arguing today --

17 THE COURT: It's not secured.

18 MR. DARBY: It is not a secured claim. There is no  
19 security interest, there is no lien, and there is not even a  
20 right of setoff under state law. It is a claim and it is what  
21 it is under state law but it is not a secured claim for  
22 purposes of section 506 of the Bankruptcy Code.

23 MR. LODER: Let me address the second portion, Judge,  
24 before you respond. The first relates to future revenues and  
25 refunds. The second relates there is a claim that there may be

1 - the state may own property that they sold for taxes that we  
2 argue were mistakenly sold that have to be ultimately redeemed.  
3 So these purported proposed putative class members may also  
4 have property that the state owns, which I don't know if you  
5 would describe it as a reverse lien -

6 THE COURT: I'm going to do this kind of  
7 simplistically. What is it that gives you a security interest?  
8 You have mentioned the statute. Mr. Darby says there is no  
9 statute.

10 MR. LODER: Well, there is a statute. It is 40-7-9.1  
11 and 40-10-160. Those are the two statutes that relate to  
12 errors --

13 THE COURT: 40-7-9.1?

14 MR. LODER: Yes, sir.

15 THE COURT: And 40-10 dash what?

16 MR. LODER: Dash 160, and they are also listed in the  
17 -

18 THE COURT: Did you file a response, by the way?

19 MR. LODER: Yes, it is filed at --

20 THE COURT: When did you file it?

21 MR. LODER: It is document 2115.

22 THE COURT: When did you file it?

23 MR. LODER: October 6 before whatever the deadline was.

24 MR. DARBY: Your Honor, I think that was an objection  
25 to confirmation.

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1 MR. LODER: Yeah, we filed an objection and we filed a  
2 response. It is docket 2115 is the -

3 THE COURT: It is not docketed as a response to the  
4 objection, but -

5 (Court conferring with clerk.)

6 MR. DARBY: Your Honor, the Alabama code sections that  
7 deal with --

8 THE COURT: I am getting it now but go ahead.

9 MR. DARBY: They don't grant a security interest under  
10 section 506 of the Bankruptcy Code. Their tax refund claims  
11 are governed by state statute but it is not secured by any  
12 property of the county.

13 THE COURT: 40-7-9.1, why do you say that that creates  
14 a security interest of some sort?

15 MR. LODER: Well, because the statute appears to be  
16 plain that errors in ad valorem tax exemptions or mistakes are  
17 secured by future tax revenue and they are required to be paid  
18 first out of that tax revenue. That is my reading of the  
19 statute. It is pretty plain and clear.

20 The other one is that, if the county owns and the  
21 state owns properties that were wrongfully sold to the state  
22 and they currently own those properties, then I guess that  
23 would be like a reversal or equitable lien that --

24 THE COURT: Bear with me. 40-7-9.1, let's go through  
25 that. Where does it say you have a security interest or a

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1       lien? I understand you get a refund.

2               MR. LODER: It doesn't say that, Judge. I am here to  
3 ensure that they are not claiming that this plan or that this  
4 characterization in any way is going to impair their right to  
5 request a refund out of those funds. That is my only - if they  
6 are not, then --

7               THE COURT: Well, you have to deal with that at the  
8 plan stage. Today I am only looking at the claims.

9               MR. LODER: Well, I just interpreted it if it says -  
10 if it is an order - it is a constitutional issue and it is an  
11 order for the tax collector to refund those errors out of  
12 future revenue, then I believe that can be interpreted to be --

13               THE COURT: Do you have any Alabama case law authority  
14 for that?

15               MR. LODER: I don't, Your Honor.

16               THE COURT: Any other statutory authority for that?

17               MR. LODER: I don't. I did not find a case that  
18 described it as such.

19               THE COURT: So that is 40-7-9.1. 40-10-160, you didn't  
20 quote that one but I have got a book hopefully coming here.

21               MR. LODER: Well, let me say this, Judge. There is  
22 state law that renders taxes - property sold for taxes as  
23 void, the sales as void and illegal, which support the claim  
24 that those monies have to be refunded first. And I will give  
25 you those cites to the extent you think they may -

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1 THE COURT: The monies or the property has to be  
2 returned?

3 MR. LODER: Well, both. I am addressing both right  
4 now. I think we are talking about the money because the  
5 statute only talks about --

6 THE COURT: I am only talking about 40-10-160 that you  
7 are relying on.

8 MR. LODER: Right, which relates to money and - that  
9 relates to money, the refund, the specific refund.

10 The property issue is probably addressed in common law  
11 at *Thorn v. Jefferson County*, 375 S.2d 780.

12 THE COURT: Just bear with me. 40-10-160 really is the  
13 same with respect to - it's overpayments or double payments.

14 MR. LODER: Correct.

15 THE COURT: And so it really goes to the same issue as  
16 40-7-9.1.

17 MR. LODER: That's correct.

18 THE COURT: And so I only asked you the question with  
19 respect to 40-7-9.1. Do you have any case law or any other  
20 statutory authority that you have a lien arising out of 40-10-  
21 160?

22 MR. LODER: I would submit that the *Thorn* case and  
23 *McGuire Rogers* represent that proposition. *Thorn* says that -

24 THE COURT: The proposition you cited it for is that  
25 any assessment against a tax-exempt person or entity is void

1 and illegal.

2 MR. LODER: That's correct.

3 THE COURT: But if that is all you are relying on, I  
4 don't see that you have a lien.

5 MR. LODER: Well, it doesn't say that but I would read  
6 them and interpret them to mean that and --

7 THE COURT: Well, I don't read them that way and I  
8 don't interpret them that way.

9 MR. LODER: That's fair enough.

10 THE COURT: So the objection with respect to the Breece  
11 and the Starks claims with respect to their secured status is  
12 sustained and they will be treated as general unsecured claims.

13 MR. LODER: Thank you, Your Honor.

14 THE COURT: All right. Let's do the Brazzill. Are you  
15 Mr. Brazzill, and I assume I have pronounced it right. If I  
16 didn't, tell me.

17 MR. BRAZZILL: Brazzill, just like the country.

18 THE COURT: Basically your objection is that there was  
19 a determination in the United States District Court with  
20 respect to the Title VII claim and the related claims that may  
21 arise from that conduct against Mr. Brazzill. That the appeal  
22 period has expired and, as a result, he does not have the claim  
23 that is asserted in claims eighteen, nineteen, twenty-four,  
24 fifty-six and fifty-seven.

25 MR. DARBY: Correct, Your Honor. Summary judgment

1 entered by Judge Kallon. It was appealed but the appeal was  
2 dismissed for lack of prosecution, so I think it is a final  
3 order.

4 THE COURT: Okay, Mr. Brazzill.

5 MR. BRAZZILL: Good morning, Your Honor. I am here on  
6 behalf of Judge Lynwood Smith's ruling in the Eleventh Circuit.  
7 He just recently ruled -

8 THE COURT: No, we are here - you quoted long portions  
9 out of his opinion but that is not what we are here for. We  
10 are here on your claim with respect to what you filed five  
11 times that is a Title VII discrimination claim.

12 MR. BRAZZILL: Yes, sir, I filed it about six years ago  
13 and that's why we're here today. It has still been an ongoing  
14 process. At the time when it was in the Eleventh Circuit Court  
15 of Appeals, I was in grad school, so I didn't really have the  
16 time to put together the excerpts and the brief.

17 THE COURT: Let me kind of tell you where I think this  
18 is, all right. You were given the right to sue. You sued.  
19 You lost in the United States District Court. Judge Kallon  
20 ruled against you. There was an appeal and the appeal was  
21 dismissed by the United States Court of Appeals for the  
22 Eleventh Circuit for failure to prosecute. That order is  
23 final. And what the county is saying is, as a result, you no  
24 longer have a claim based on the rulings of the district court  
25 and the effect of a dismissal in the Eleventh Circuit. And so

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1 my question is why do you think you have a claim?

2 MR. BRAZZILL: Because Judge Carnes at the Eleventh  
3 Circuit Court of Appeals sent them the letter saying - asking  
4 that you would look at this in the bankruptcy.

5 THE COURT: I don't have any idea what you are talking  
6 about.

7 MR. BRAZZILL: That was one of the exhibits that was  
8 displayed during that objection. When they showed all of my  
9 documents, that was one of them that was sent in from Judge  
10 Carnes from Atlanta. So that is what gave me the motivation to  
11 continue on because this has been going on, like I said, for  
12 six years.

13 MR. DARBY: Your Honor, may I approach? Is this what  
14 you are talking about, Judge Carnes?

15 MR. BRAZZILL: No, sir. I think it was - I am a  
16 mathematician and engineer. I am no match for all of these  
17 attorneys but I do know that I did file a response and they  
18 filed an objection and all of those exhibits was on display.

19 MR. DARBY: Your Honor, in one of Mr. Brazzill's  
20 submissions, I believe he included Judge Carnes' order  
21 assigning this bankruptcy case to Your Honor. That is the only  
22 order from Judge Carnes that I am aware of.

23 THE COURT: He is talking about a letter. He didn't  
24 say order. He said a letter.

25 MR. BRAZZILL: Well, it could have been an order, sir.

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1 I don't understand the language.

2 THE COURT: Well, Judge Carnes did sign the order  
3 assigning this case to me, all right, being the Jefferson  
4 County case, but what I am really trying to focus on is whether  
5 you understand the impact and whether there is some way that  
6 you think that the final order from the District Court granting  
7 judgment in favor of the county doesn't extinguish your claim.  
8 That is what I am asking you. Why do you think it doesn't?

9 MR. BRAZZILL: Well, the commission has already - you  
10 know, they have already admitted to noncompliance, you know,  
11 and along with all of the other rulings and discoveries that  
12 have come up since then, I feel like it is only fair to go  
13 ahead and look at the situation at present.

14 THE COURT: Well, here's the problem. When you go to  
15 court and litigate matters and lose, and then you don't  
16 prosecute your appeal, the loss becomes a final ruling and so,  
17 with respect to the claims that you have premised on Title VII  
18 in claims eighteen, nineteen, twenty-four, fifty-six and fifty-  
19 seven and the matters related to that claim, effectively they  
20 are legally extinguished. You don't have a claim anymore.

21 MR. BRAZZILL: Well, Your Honor, I respect that but why  
22 did they send me a ballot to vote and I was reading, according  
23 to the plan, that once you receive that, you automatically  
24 become deemed to receive a part of the --

25 THE COURT: It is probably because you filed the claims

1 and what happens in the process is that - and it really depends  
2 on the timing but the objection to the claim came after the  
3 plan, disclosure statement and solicitation period, and so you  
4 got it based on the fact that you had filed claims and it is  
5 without prejudice to their right to object to the claim. If  
6 your claim is effectively done away with, then you don't have  
7 a right to vote anymore, all right.

8 I am going to sustain the objections with respect to  
9 claims eighteen, nineteen, twenty-four, fifty-six and fifty-  
10 seven. They have effectively been extinguished by a ruling in  
11 favor of the county in the case that was before Judge Kallon  
12 and it was appealed to the United States Court of Appeals for  
13 the Eleventh Circuit by Mr. Brazzill and the appeal was  
14 dismissed for want of prosecution. The time periods for any  
15 further activity have expired and Judge Kallon's ruling is  
16 final. And so I'm going to sustain and disallow your claims,  
17 Mr. Brazzill.

18 MR. BRAZZILL: Okay. Thank you very much.

19 THE COURT: Thank you. Let's deal with the Mosley one  
20 next.

21 MR. MCKNIGHT: Judge, I am David McKnight. I am  
22 partners with Bill Baxley and Joel Dillard who have been  
23 handling this claim up until this point.

24 THE COURT: All right. I am going to steal your  
25 thunder. You have got multiple objections but effectively one



1 of the objections is that Ms. Mosley has no standing as a  
2 taxpayer for any sort of, in this case, payment of monies or  
3 recovery of monies from the county, and she doesn't have a  
4 right to payment for purposes of claim determination, nor does  
5 any equitable remedy give her a right of payment. Did I miss  
6 anything? And you have got some other issues that deal with  
7 effectively I have already determined that and that has been on  
8 appeal and that was affirmed.

9 MR. DARBY: That is right, Your Honor. That is  
10 essentially our position.

11 MR. MCKNIGHT: Judge, we would say that, in addition to  
12 her position as a taxpayer, she is a judgment creditor based on  
13 Judge Vowell's order and also --

14 THE COURT: Now, the only order that I have seen is a  
15 two-page order that appears to incorporate a compromise at a  
16 preliminary injunction proceeding. Did I miss anything?

17 MR. MCKNIGHT: No, sir. Our position is that is the  
18 consent order that we base our claim on.

19 THE COURT: But it is a preliminary injunction order,  
20 at best, at best.

21 MR. MCKNIGHT: It is a consent order that arose out of  
22 that proceeding and then, in addition --

23 THE COURT: Where does it say she has any entitlement  
24 or any judgment?

25 MR. MCKNIGHT: It says that that money will be placed

1 for the use of Cooper Green.

2 THE COURT: For the use of Cooper Green. It will be  
3 segregated in a separate account and will be utilized for  
4 purposes of Cooper Green and it won't be kept in the general  
5 revenue account. So what gives your client as an individual  
6 any claim - and the claim she filed was for forty-four million  
7 dollars, was it?

8 MR. MCKNIGHT: Yes, sir, which was the amount that was  
9 to be set aside for the benefit --

10 THE COURT: What is the basis on which she has the  
11 claim?

12 MR. MCKNIGHT: She has a claim as an individual  
13 taxpayer, as a putative class representative and as chairman of  
14 the Cooper Green Mercy Hospital advisory board at that time, so  
15 she --

16 THE COURT: So let's go through it, all right.

17 MR. MCKNIGHT: Yes, sir.

18 THE COURT: What Alabama law gives a taxpayer a right  
19 for an affirmative recovery against, in this case, the county?

20 MR. MCKNIGHT: We believe that --

21 THE COURT: No, don't believe. I want you to tell me  
22 what is out there.

23 MR. MCKNIGHT: She has an order from Judge Vowell that  
24 sets aside this forty-four million dollars for the use of  
25 Cooper Green Hospital and, as a result of that judgment, we,

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1 the indigent people of Jefferson County --

2 THE COURT: Let me ask you a question. Let's forget  
3 about bankruptcy law. Let's just go to civil litigation. You  
4 get a preliminary injunction order, all right. It is  
5 appealable as a preliminary injunction order. It is an  
6 exception to the finality rule for appeal, but do you really  
7 think that a preliminary injunction order is a final judgment  
8 in a case?

9 MR. MCKNIGHT: If it is not appealed within the  
10 fourteen days and --

11 THE COURT: No, a final judgment in the case as  
12 distinguished from a preliminary injunction order, which is not  
13 in this case a final injunctive order.

14 MR. MCKNIGHT: Well, in this case we have the unique  
15 circumstances in that we have got the stay that prevented it  
16 from proceeding further. We still have the action that --

17 THE COURT: It still would not give you a final  
18 judgment; would it?

19 MR. MCKNIGHT: Yes, sir, I believe it is a judgment.  
20 I believe it is a judgment that has not been altered in any way  
21 --

22 THE COURT: It is a preliminary injunction order. But  
23 for the stay, there could have been - actually I am not certain  
24 the stay stayed it. This is an '09 case. Nothing happened  
25 between '09 and when this case was filed?

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1 MR. MCKNIGHT: We asked for removal of the automatic  
2 stay, which this court denied.

3 THE COURT: Which I denied.

4 MR. MCKNIGHT: Yes, sir, and so Judge Boohaker in his  
5 opinion, in his transcript, which we have attached here, said  
6 this claim will ultimately be decided by the bankruptcy court,  
7 and so that is why we are here.

8 THE COURT: Well, but I am looking at the order. I  
9 read it before. I will pull it out again. There is nothing  
10 that says that there is a judgment in favor of your client.

11 MR. MCKNIGHT: Well, that, I would think would go to  
12 the status of the claim, not whether or not the claim should be  
13 allowed or not.

14 THE COURT: Well, that is what I'm going to. Your  
15 client clearly has no judgment in her favor for forty-four  
16 million dollars, slightly over forty-four million, which is the  
17 claim.

18 MR. MCKNIGHT: We contest that she does, Your Honor.

19 THE COURT: And you are saying that the preliminary  
20 injunction order is the order that gives her a judgment?

21 MR. MCKNIGHT: Yes, sir.

22 THE COURT: And what language in there says that your  
23 client has a judgment against the county for forty-four million  
24 plus dollars?

25 MR. MCKNIGHT: Well, what it says is that they are

1 going to keep that sum for the benefit of Cooper Green Hospital  
2 set aside.

3 THE COURT: The defendants will keep the sum of  
4 seventy-one million, four hundred and forty-four thousand,  
5 seven hundred and seventy-two dollars as evidenced by the  
6 Jefferson County Commission resolutions, which were offered  
7 into evidence, in an account accessible to Cooper Green Mercy  
8 Hospital, separate from the Jefferson County general fund.

9 MR. MCKNIGHT: And they abided by twenty-seven million  
10 of that.

11 THE COURT: And you are saying that gives your client  
12 a judgment for forty-four million?

13 MR. MCKNIGHT: That does and the subsequent proceedings  
14 before Judge Boohaker where he clearly stated that order is  
15 what the order is and it was still in place and it will be  
16 decided by this court. So, yes, sir, it is that order and the  
17 subsequent proceedings which did nothing to unsettle that  
18 order. It could have been set aside by Judge Boohaker but it  
19 wasn't, so it was still in effect.

20 THE COURT: And so the answer is you don't have a  
21 judgment.

22 MR. MCKNIGHT: The answer is I believe we do have a  
23 judgment that has not been --

24 THE COURT: Well, you don't have a judgment for  
25 purposes of it being a claim that entitles your client to some

1 sort of affirmative monetary relief or an equitable remedy that  
2 gives her individually or as a representative of some amorphous  
3 group of people a dollar claim against the county.

4 MR. MCKNIGHT: I believe it does give us a claim. How  
5 this court views that claim and how it is treated is a  
6 different matter, but I believe it gives us a claim and I  
7 believe the indigent --

8 THE COURT: For what?

9 MR. MCKNIGHT: I believe that on behalf of the indigent  
10 defendants - beneficiaries of Cooper Green Hospital, they  
11 should be the recipients of the forty-four million dollar  
12 benefit that was to be set aside for their healthcare and I  
13 think that is an important issue that needs to be addressed in  
14 this plan and that is what we are asking for.

15 THE COURT: That is a different issue from the claim.  
16 I am not dealing with the plan. I am dealing with the claim.  
17 How do you address the citation of authority that the county  
18 has that says effectively a taxpayer has no standing for  
19 recovery of funds from the county by way of being a taxpayer  
20 standing? They may have a right to an equitable remedy to stop  
21 the illegal use of money or to stop the improper uses of money  
22 but they don't have a right to an affirmative dollar recovery.  
23 How do you deal with that Alabama case law, which comes from  
24 the Supreme Court of Alabama?

25 MR. MCKNIGHT: Then they shouldn't have entered into

1 the consent agreement. They shouldn't have consented to that  
2 which they should be estopped from going back and challenging  
3 what they have already agreed to. They drafted the order.  
4 They got consent of the commission. It was all approved and  
5 set forth in the order.

6 THE COURT: The order simply requires a segregation of  
7 the monies in an account. It doesn't grant on its literal  
8 terms any judgment in favor of your client.

9 MR. MCKNIGHT: I believe it segregates that money --

10 THE COURT: So we have got the order, we have got the  
11 taxpayer standing and the other issue was her status, I believe  
12 the third one, as the chairperson of what was the -

13 MR. MCKNIGHT: The Cooper Green Advisory Board.

14 THE COURT: And so what is the legal status of an  
15 advisory board?

16 MR. MCKNIGHT: Well, the whole intent, Your Honor, is  
17 --

18 THE COURT: No, my question is really specific. What  
19 is the legal status of an advisory board?

20 MR. MCKNIGHT: To oversee the workings of the hospital  
21 and to, in this case, recover funds that should be used for the  
22 indigent healthcare.

23 THE COURT: Do you really think an advisory board has  
24 any legal status?

25 MR. MCKNIGHT: I think it adds to her status, yes, sir,

1 as chairman of the board.

2 THE COURT: It is advisory, at best, to be considered  
3 - not considered. Banks use advisory boards and subsidiary  
4 institutions and some institutions that aren't subsidiaries  
5 that are basically branch banks.

6 MR. MCKNIGHT: I believe that adds to her status and  
7 standing, Your Honor, as chairman of the advisory board than if  
8 she wasn't.

9 THE COURT: Do you have any case law or statute that  
10 says that an advisory board member or chairperson has any legal  
11 standing that is different from the standing that she may have  
12 as a taxpayer?

13 MR. MCKNIGHT: I don't have any with me today but I  
14 will be glad to look and provide the court with --

15 THE COURT: Today is the day. I am not aware of any.  
16 Mr. Darby, do you know of any?

17 MR. DARBY: There is none, Your Honor, and it bears  
18 repeating the fact that the court is well aware of. There is  
19 no separate board of Cooper Green. Cooper Green does not exist  
20 apart from the county. Cooper Green is just an asset of the  
21 county, so there is no board. And even if there was, an  
22 advisory board would have no managerial or legal authority over  
23 the operations of the hospital. It is advisory, as the title  
24 suggests.

25 THE COURT: All right. Mr. McKnight, I'm going to



1 sustain the objection to Ms. Mosley's claim based on the  
2 reasons I set forth in an opinion I wrote with respect to the  
3 stay modification that was sought with respect to Cooper Green.

4 Also with respect to Ms. Mosley, under Alabama law,  
5 her standing as a taxpayer is all she really has and that  
6 doesn't allow her or anyone else to obtain a recovery of funds  
7 or monies from the county. Cooper Green is really part of the  
8 county and, in the context of a bankruptcy case, you basically  
9 filed a claim theoretically for the county against the county,  
10 believe it or not, and her status as an advisory board member  
11 or chairperson gives her no different status under Alabama law  
12 from a taxpayer for standing purposes.

13 So the long and the short is that the objection by the  
14 county is sustained, the claim is disallowed. Thank you.

15 MR. MCKNIGHT: I understand.

16 THE COURT: All right. The next two, I guess we saved,  
17 I don't know, more convoluted, more complex for the end. Which  
18 do you want to do first, the Bennett or Roderick Royal, however  
19 it is denominated. Some people call it the Bennett case; some  
20 people call it the Royal case or the Wilson.

21 MR. DARBY: I am happy to proceed as the court likes.  
22 That is the first ones listed on the agenda, so I am happy to  
23 take that one up first.

24 THE COURT: All right. We will deal, then, with the  
25 Roderick Royal and other claims which are claims 1292 and 1305.

1 1305 has been withdrawn based on the response and so it is  
2 really claim 1292.

3 Mr. Grigsby, I think I saw you back there.

4 MR. GRIGSBY: If I am up, I need to run to the bathroom  
5 for a second.

6 THE COURT: All right. Go ahead. It may facilitate  
7 matters do some of the Wilson at the same time. I think some  
8 of the issues are the same.

9 MR. DARBY: I really think the county's objection is -

10 THE COURT: You want to do them separately?

11 MR. DARBY: Is essentially the same. I mean, I -

12 THE COURT: There are some differences.

13 (Pause)

14 THE COURT: Effectively in both of them you are looking  
15 at what you call the more technical issues and not the  
16 underlying legal theories.

17 MR. DARBY: That's right, Your Honor. I mean, both  
18 claimants present a broad range of factual allegations. There  
19 are allegations in here about what happened in Pima County,  
20 Arizona. I don't know the truth or falsity of any of those  
21 things. I don't know how that is relevant to Jefferson County.  
22 But the upshot is that, taking the pleadings on their face -

23 THE COURT: Don't get into the merits until Mr. Grigsby  
24 gets back.

25 MR. DARBY: Yes, sir.

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1 THE COURT: Other than Mr. Grigsby, is there anyone  
2 else here that is representing any of the what I will call the  
3 class claimants in the Bennett versus Jefferson County matter,  
4 Roderick Royal, at al.?

5 (No response.)

6 THE COURT: All right.

7 (Pause)

8 THE COURT: All right, Mr. Darby, Mr. Grigsby is back.  
9 Go ahead and proceed.

10 MR. DARBY: Thank you, Your Honor.

11 We don't propose today to explore or ask for a ruling  
12 on the various allegations and legal theories that are set  
13 forth in Mr. Grigsby's papers, nor are we seeking to block his  
14 objection to confirmation. We reserve all of our rights on  
15 that but his objections to the plan, the settlements in the  
16 plan, the proposed rate structure in the plan, all of those  
17 things will be considered by the court at the confirmation  
18 hearing.

19 Fundamentally, without slogging through all of the  
20 various aspects of this, the county's position is that in none  
21 of these papers have the plaintiffs articulated a reason why  
22 the facts and legal theories they cite, even if they are  
23 accepted by the court, result in the payment of money by the  
24 county to the claimants. The legal theories seem to articulate  
25 a defense to payment, at most, an argument that the rate payers

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1 shouldn't have to pay rates to the county. There is no  
2 connection between the allegations and any colorable legal  
3 theory that any of these things, even if they are true, would  
4 enable a ratepayer to receive money from the county.

5 In their response, they seem to concede this by  
6 stating that their claims are injunctive, declaratory in nature  
7 and do not state a claim for payment and, in fact, that is what  
8 both the Wilson and the Bennett claimants cite to avoid the  
9 presentment statute.

10 6-5-20 of the Alabama Code, claims for monetary  
11 damages have to be presented to the commission. These were  
12 not. That is undisputed. And the response of both plaintiffs  
13 is that they are exempted from that law because they are  
14 seeking equitable or declaratory relief. And I think the  
15 necessary conclusion from that is that they are not seeking a  
16 right to payment.

17 And under either definition of a claim under the  
18 Bankruptcy Code, the legal, contractual, equitable rights of  
19 the claimant have to be translated into a right of payment.  
20 And after almost two years in front of this court at various  
21 hearings, various pleadings, we think the pleadings on their  
22 face have failed to state that legal argument establishing any  
23 right to payment.

24 And that is our basic argument and we will be happy to  
25 deal with questions or details.

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1 THE COURT: Mr. Grigsby, let's kind of take the bigger  
2 picture issue Mr. Darby wants to look at and that is basically  
3 his argument is that, if you look at the amended complaint,  
4 even if you look at the facts that you assert and assume them  
5 to be accurate and the legal theories, that there is really no  
6 request that constitutes, for purposes of bankruptcy law, a  
7 claim under 101(5) of the Bankruptcy Code because effectively  
8 there is no payment sought of monies from the county.

9 Did I misstate your position, Mr. Darby?

10 MR. GRIGSBY: Your Honor, I would think, I would hope  
11 that they are looking at 105(A).

12 THE COURT: They are looking at 101(5).

13 MR. GRIGSBY: Well, 105(1) has 5(A) --

14 THE COURT: 101(5).

15 MR. GRIGSBY: - and it has 5(B).

16 THE COURT: And you are going to rely on 101(5)(B)?

17 MR. GRIGSBY: Well, Your Honor, they are looking at  
18 this and they have been from the very beginning and  
19 mischaracterizing our claim as some sort of a contract claim  
20 against the county. And in every pleading we have pointed out  
21 that this is a claim that the agents of the county, who are  
22 supposed to represent the rate payers and taxpayers and other  
23 citizens of the county, breached their duty to comply with the  
24 law -

25 THE COURT: For purposes of today, they are saying for

1 argument purposes let's just assume that to be accurate.

2 MR. GRIGSBY: Well, the reason I am pointing that out  
3 is that the actual language of 101(5)(B) says right to  
4 equitable remedy for breach of performance. So it is not  
5 irrelevant that we have been talking about the breach of the  
6 performance --

7 THE COURT: If such breach gives rise to a right of  
8 payment.

9 MR. GRIGSBY: Gives rise to. Now, we have got to talk  
10 a little bit about the facts here. We just can't act like this  
11 is sort of an abstract exercise. This is an invalid bond issue  
12 where initially the bonds were structured so that there were no  
13 payments upfront, it was all interest-only and then, once the  
14 payments started to kick in, there are no rate increases, you  
15 know, after 2004 because the county didn't impose rate  
16 increases.

17 So the payments in what we consider the illegal bonds  
18 are future payments down the road which are now being  
19 restructured in the new bonds.

20 So for counsel for the county to sit here and act like  
21 this is some contract where somebody owed somebody fifty bucks  
22 just totally disregards what our claim is about. Our claim is  
23 to have the instruments which everybody recognized were  
24 procured by bribery, everybody recognized that the actual money  
25 that was used to pay the bribery was included in the proceeds

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1 of the bonds. And that actual --

2 THE COURT: But it wasn't one billion, six hundred and  
3 thirty million dollars.

4 MR. GRIGSBY: Well, I think our claim points out that,  
5 in order to make the money that the bribes were paying for, the  
6 money was being made on the swaps, something like a hundred and  
7 forty million. In order to do the swaps, you had to issue  
8 bonds to purchase the swaps. And so unless we can get some  
9 time to get some expert evidence in here, there is no way in a  
10 couple of minutes that you can follow that trail where --

11 THE COURT: Well, here is what I want you - the county  
12 says, look, let's don't fight over the facts, let's don't fight  
13 over the legal theories. If we just assume them to be  
14 accurate, you haven't stated anything that creates a claim  
15 under 101(5) for bankruptcy law purposes against the county.

16 MR. GRIGSBY: Well, that is not true, Your Honor,  
17 because we are under 101(5)(B) which says we have stated a  
18 claim for an equitable remedy. Now, if we haven't stated a  
19 claim for an equitable remedy, I have got to agree with  
20 counsel; but we have stated a claim for an equitable remedy for  
21 breach of performance and, if we are right, if we are right, a  
22 payment arises.

23 THE COURT: Let's look at your complaint. Your first  
24 cause of action is a declaratory judgment; correct, that the  
25 particular issues of warrants are invalid under the sixth, the

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1 ninth and the tenth supplemental indenture and swap warrants.  
2 A declaratory judgment, correct?

3 MR. GRIGSBY: Yeah, if you could just refer to page  
4 four of our motion to dismiss -

5 THE COURT: I went and pulled out your most recent  
6 complaint.

7 MR. GRIGSBY: This is on the most recent complaint. We  
8 list what we allege -

9 THE COURT: I am looking at the complaint, not how you  
10 interpret it. I am looking at the complaint, all right. I am  
11 just looking at what you wrote, and the first count - the first  
12 request for relief, I should say, is a declaratory judgment.  
13 There is nothing in there that requests any monies from the  
14 county; am I correct?

15 MR. GRIGSBY: That's not true, Your Honor, and we have  
16 been through this ad nauseam. We have said if contracts are  
17 declared void *ab initio*, then the payments due under those  
18 contracts are no longer due and that causes a rate relief or a  
19 payment to arise out of that determination. So it's not a  
20 contract -

21 THE COURT: Do me a favor. I am reading your  
22 complaint. Go to page 64 - excuse me - page 28, 29 and 30,  
23 which is the first cause of action in what is the second  
24 amended complaint, which is the most recent version, and point  
25 out where in that first cause of action that you seek any

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1 monetary recovery from the county.

2 MR. GRIGSBY: I don't have that in front of me, Your  
3 Honor, but I can get it but I don't have it in front of me  
4 right at this moment. What I have in front of me was that -

5 THE COURT: I will read it. It is paragraph 53.

6 "By reason of the foregoing" - and there are various  
7 things that you complain about - "the ratepayer  
8 plaintiffs seek a declaratory judgment declaring that  
9 the sixth, ninth, and tenth supplemental indentures  
10 executed by the county and the indenture trustee and  
11 the swap warrants issued thereunder violate section  
12 10.2 of the original indenture and hence are void *ab*  
13 *initio* and unenforceable."

14 MR. GRIGSBY: Okay. That's one of the claims.

15 THE COURT: But, you know, I am just slow. I have got  
16 to go - I am kind of like an accountant. Accountants can't  
17 jump from step one to step ten. They have got to go through  
18 steps one, two, three, four, five, six, seven -

19 MR. GRIGSBY: I am with you. I would love to have that  
20 opportunity with the expert witnesses and all of the discovery  
21 that we are trying to get.

22 THE COURT: For purposes of the claim that you have  
23 asserted as a class claim, I have got to look at what your  
24 lawsuit is, and that's what I am doing. And the first count  
25 seeks no monetary recovery from the county.

1 MR. GRIGSBY: That is not the claim. You could not  
2 have a straight 101(A) claim, is what you are asking do we  
3 have. We don't have a 101(A) claim.

4 THE COURT: I am looking at 101(A) and (B).

5 MR. GRIGSBY: Under 101(B), we are asking for a  
6 declaratory judgment which is equitable relief that says those  
7 swap warrants are invalid.

8 THE COURT: I got that.

9 MR. GRIGSBY: And if they are invalid, then -

10 THE COURT: There is no "and" in count one.

11 MR. GRIGSBY: The courts of equity have always said the  
12 remedy for an invalid instrument is that it becomes a nullity  
13 and then you put the parties in the position they would have  
14 been before this instrument was entered into.

15 Now, if you put the parties in the position they would  
16 have been, then all of the monies -

17 THE COURT: Well, let me just comment now while we are  
18 on there. If you look at the case law you cite, you only look  
19 at half or part of what they say. The case law also indicates  
20 if there is a benefit that was accrued in this case by the  
21 county or your clients, the rate payers, that is, the  
22 improvements in the sewer system, it is a clear indication they  
23 don't get to keep the sewer system free and clear of an  
24 obligation. I mean, I did read that and I have been pointing  
25 that out to you for months.

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1 MR. GRIGSBY: Your Honor, we have agreed with you on  
2 that and that's why we show in the chart, in the green and  
3 yellow chart, we show very clearly that prior to the issuance  
4 of the warrants that we are complaining about, all of the  
5 capital improvements had been purchased with the fixed rate  
6 warrants. And so all of the proceeds that went into the ground  
7 came from the fixed rate warrants.

8 THE COURT: Listen, let me - I am focusing on what are  
9 the technical issues that deal with what you have pled right  
10 now, okay. Am I going to sit here and tell you that the  
11 warrants probably didn't cause an increase beyond what might  
12 otherwise have been the rates? Maybe they did, maybe they  
13 didn't. If the fixed rates had been above forever, forever,  
14 that is, the life of the fixed rates over the amortization  
15 term, if they had been above for all instances what would have  
16 been the redone rates, you wouldn't have a claim; would you?

17 MR. GRIGSBY: At this point, Your Honor, we have, at  
18 most, a 12(b)(6) obligation -

19 THE COURT: But bear with me.

20 MR. GRIGSBY: - to have a prima facie case. We are  
21 not trying to prove our facts.

22 THE COURT: Real simple. Suppose the fixed rate  
23 contracts, and let's just assume the rate was eight percent, on  
24 average, all right.

25 MR. GRIGSBY: Five point five.

1 THE COURT: And they were for the life of those  
2 warrants, all right.

3 MR. GRIGSBY: Five point five percent subject to being  
4 refinanced at about four point four.

5 THE COURT: And so take five point five. I don't care  
6 what the rate is. We will take any rate. And suppose that the  
7 redone swap warrants, as you call them, had rates that varied,  
8 which they did, all right, on some of them at least, and that  
9 the composite rate on a weighted average basis at periods was  
10 below and at periods were above the fixed rates. All right.

11 MR. GRIGSBY: We don't have to suppose. In our proof  
12 of claim, we actually have a detailed schedule showing exactly  
13 what the maximum floating rates were, what the assumed floating  
14 rates were. We have something like twelve pages of actual  
15 numbers from -

16 THE COURT: But here is what you have to assume -

17 MR. GRIGSBY: And that's laid out.

18 THE COURT: In order to have a recovery under your  
19 theory, you have to assume that the variable rates - and these  
20 are not all one rate but, if you take a weighted average rate  
21 on the warrants that were restructured, you have to assume that  
22 for the entire life of the refinancing period that the  
23 aggregate amount of payments would exceed what otherwise would  
24 have been the fixed payments. And I think it is fair to say  
25 that currently that's the case.

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1 MR. GRIGSBY: Your Honor, that's not what we pled.

2 THE COURT: I didn't say you pled it. I am saying - I  
3 am just looking at the damage side. What I am trying to point  
4 out to you is that you have an assumption that for the life of  
5 the restructuring that the rates would always be, on average,  
6 a weighted average, greater than the fixed rates and -

7 MR. GRIGSBY: But I don't see - if you have a claim  
8 that a contract is invalid and that claim is a nullity, then  
9 you have to look at whether or not there has been any value  
10 actually provided. All of those issues are resolved after the  
11 equitable claim is resolved. There is no way you can say,  
12 well, even if you had this contract declared invalid, you are  
13 not going to get any damages, so you don't have a claim.

14 THE COURT: Okay. I have gone through the first cause  
15 of action. Let's deal with the second cause of action. It's  
16 basically the sixth, ninth and tenth supplemental indentures  
17 and the swap warrants violate amendment 73, article 4, section  
18 94, and article 12, sections 2.2 through 2.6 of the Alabama  
19 Constitution; correct?

20 MR. GRIGSBY: The adversary proceeding is not our proof  
21 of claim but - and those keep getting mixed in -

22 THE COURT: Are you telling me your proof of claim is  
23 not premised on the adversary proceeding?

24 MR. GRIGSBY: The adversary proceeding is designed to  
25 get the lien determined to be invalid and it is a part of what

1 we have in our proof of claim, but our proof of claim is going  
2 to have to come in with all of the damage - like the damages.  
3 If you look at our proof of claim, we have attached a thousand  
4 pages of exhibits and counsel said we don't know why these are  
5 even relevant. Well, in those exhibits are exactly how we come  
6 up with what the damages are, and that's not a part -

7 THE COURT: But your proof of claim - bear with me for  
8 a second. Count two, paragraph 65 is very similar to what I  
9 went through in count one.

10 "By reason of the foregoing, the ratepayer plaintiff  
11 seek a declaratory judgment declaring that the sixth,  
12 ninth and tenth supplemental indentures executed by  
13 the county and the indenture trustee and the swap  
14 warrants issued thereunder violates amendment 73,  
15 article 4, section 94, and article 12, sections 22  
16 through 26 of the Alabama Constitution and are  
17 therefore *ultra vires*, invalid and void *ab initio* and  
18 unenforceable."

19 MR. GRIGSBY: Right. Is that a *prima facie* claim?  
20 Does that state a claim on a *prima facie* basis?

21 THE COURT: Well, they are saying let's just assume  
22 that it does, it is a request for a declaratory judgment as to  
23 the validity and enforceability of the warrants and the  
24 supplemental indentures in question, all right.

25 The third cause of action is one based on a violation

1 of the United States Constitution and paragraph 69 is the  
2 operative request for relief.

3 "By reason of the foregoing, the rate payer plaintiffs  
4 seek a declaratory judgment executed by the county and  
5 indenture trustee and the swap warrants issued  
6 pursuant thereto violate the fifth and fourteenth  
7 amendments to the United States Constitution and are  
8 therefore *ultra vires*, invalid, void *ab initio* and  
9 unenforceable."

10 Period.

11 MR. GRIGSBY: Yes.

12 THE COURT: The fourth cause of action.

13 MR. GRIGSBY: And that's because the rate payers are  
14 not supposed to have liens put on their properties without some  
15 notice and without some due process and that has been clear  
16 throughout the United States Supreme Court decisions, and we  
17 have cited a number of them.

18 THE COURT: And the due process issue is whether there  
19 is a process and whether it is sufficient, not whether you like  
20 or dislike the process.

21 MR. GRIGSBY: Right.

22 THE COURT: But that's another side issue. The fourth  
23 cause of action -

24 MR. GRIGSBY: But, Your Honor, at this point we are  
25 trying to state a claim, a *prime facie* case. We are not trying

1 to prove our case.

2 THE COURT: Bear with me. The fourth cause of action,  
3 a declaratory judgment that effectively you are asking on  
4 paragraph 73, the operative paragraph for request, that the  
5 rate payer plaintiffs seek a declaratory - it says:

6 "A declaratory a judgment declaring that the sixth,  
7 ninth and tenth supplemental indentures executed by  
8 the county and indenture trustee and the swap warrants  
9 issued pursuant thereto were based on criminal  
10 activities by the former commissioner of the county  
11 and are therefore void *ab initio* and unenforceable."

12 Period. All right.

13 MR. GRIGSBY: Yes, Your Honor.

14 THE COURT: And then when you go to the prayer for  
15 relief under (a), it's a declaratory judgment again declaring  
16 that the particular supplemental indentures, the sixth, ninth  
17 and tenth and the swap warrants issued there are *ultra vires*,  
18 invalid and void *ab initio*. Paragraph (b) is identical. The  
19 only difference is the basis on which that paragraph (a) lines  
20 up with the first cause of action; paragraph (b) lines up with  
21 the second cause of action.

22 Paragraph (c) on the prayer for relief lines up with  
23 the third cause of action, again seeking a determination that  
24 the sixth, ninth and tenth supplemental indentures are *ultra*  
25 *vires*, invalid and void *ab initio*. And with respect to

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1 paragraph (d), it relates to the fourth cause of action, again  
2 seeking the invalidity and voidness of the particular  
3 indentures and swap warrants.

4 Then it asks for, based on what you have requested,  
5 enter an injunction against any rate increases that would cause  
6 the rate payers' sewer fees to exceed what they would have been  
7 if they had to pay swaps - had to pay - if the swaps  
8 effectively hadn't been issued, all right. It is an injunctive  
9 request.

10 MR. GRIGSBY: And it is our position, Your Honor, that  
11 that is a payment arising out of our request for equitable  
12 relief, which is precisely what 101(5)(B) says.

13 THE COURT: Well, it is not a payment. You are asking  
14 that there be an injunction against any rate increases.

15 MR. GRIGSBY: Well - okay. I don't see that that's a  
16 difference. It just depends - it's a time flow issue. Whether  
17 it is money that they owe in the future or whether it is money  
18 that they owe now. If it is money they owe now, then it's a  
19 payment due back but, if it is money they owe future, it is a  
20 rate reduction. It is no different than what the county put in  
21 their objection papers in paragraph five where they said we  
22 have negotiated a one point three million dollar reduction in  
23 the amount of the debt and the beneficiaries of that reduction  
24 are going to be the rate payers and it is going to be the rate  
25 payers who can have money collected from them under amendment

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1 73.

2 So the county has expressly stated in their papers  
3 that in the event there is a reduction in the amount that's  
4 owed by - and they have negotiated one, and we are saying the  
5 reason we think there is a reduction is that the swap warrant  
6 indentures were void in the first place. We are saying they  
7 were void in the beginning, so you don't have to negotiate a  
8 reduction today.

9 THE COURT: But suppose they - they have already  
10 negotiated a reduction at this point.

11 MR. GRIGSBY: Right.

12 THE COURT: Whether it's finalized, I don't know at  
13 this point by way of what ultimately happens.

14 MR. GRIGSBY: Our position obviously, Your Honor, is  
15 they left three hundred million dollars on the table, which is  
16 about twenty-five hundred dollars per rate payer, which is two  
17 years free sewer service.

18 So we think that we have a claim. All of the -

19 THE COURT: Let me ask you this question: Suppose,  
20 whatever the ultimate resolution is, that the payments on the  
21 warrants are decreased by an amount that is the same or greater  
22 than what you seek, what are your damages?

23 MR. GRIGSBY: That is why I am saying we have asked for  
24 a lot more than payment. We have asked for a declaration that,  
25 since the county and the rate payers agree on a few things --

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1 the one thing we agree on is that amendment 73 is the law under  
2 which sewer fees are collected. We all agree on that. And  
3 that amendment says that, if you are going to issue some bonds  
4 back in 1949 -

5 THE COURT: Let me back up. I don't necessarily agree  
6 with either you or the county's interpretation of the full  
7 scope of amendment 73. I have asked a couple of questions in  
8 the past why it says that.

9 MR. GRIGSBY: Well, I am saying just look at their  
10 paragraph five on page two of their objection, and they will  
11 say that amendment 73 is the sole basis for collecting the  
12 sewer fees. So let's just assume that that is the case since  
13 they have put it in their papers and I agree that that's the  
14 case, as well. If that's the case, we have also said you have  
15 got to read the whole constitutional amendment, you can't just  
16 pick parts of it. It has got to be read as a whole. You have  
17 to use normal rules of construction and, if you have got in  
18 there the disjunctive, you have got to have a vote to have  
19 bonds or to pay for swap warrants, that has got to be followed.

20 And so we have asked for a declaration not just that  
21 the contracts are void, but we have also asked for a  
22 declaration that, under amendment 73, you can't pick parts of  
23 that that you want to use, like the good part about having to  
24 be able to put a lien on everybody's house and being able to  
25 collect the money without also taking the parts that give these

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1 rate payers some rights. The rate payers are supposed to,  
2 under amendment 73 - and this is due process - they are  
3 supposed to have the right, before their houses get liened, to  
4 vote on it.

5 THE COURT: Amendment 73 deals with bonds; correct?

6 MR. GRIGSBY: No.

7 THE COURT: The county relies on parts of it but not  
8 necessarily the whole amendment 73 which is one of my  
9 questions. I said, well, wait a minute, it says bonds.

10 MR. GRIGSBY: No, Your Honor, that's not what they are  
11 relying on and we all know that the bonds were issued way back  
12 in 1949. There is an "or" in there. It says you can have  
13 sewer fees to pay these bonds or to extend or improve the  
14 system. And we are issuing bonds in 2002 and we are issuing  
15 new refinancing bonds based on the provision that these bonds  
16 are extending and improving the system. We are also assessing  
17 sewer fees because it says you can either -

18 THE COURT: Well, you called - one of your theories is  
19 you call them bonds because of the way they structured the  
20 transaction. They call them warrants.

21 MR. GRIGSBY: No, no. Let's just stay with amendment  
22 73. All amendment 73 says is you can issue five hundred  
23 thousand dollars worth of bonds back in 1949 or - well, let's  
24 start from the top. You can collect sewer fees to pay for these  
25 bonds issued in 1949 or you can collect sewer fees to pay for

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1 the cost of improvements, extensions, operation and maintenance  
2 of the system.

3 Now, the money we are using to pay the current  
4 warrants comes from the "or." It is not money for bonds; it is  
5 money for the extension and improvement because these new  
6 warrants, the proceeds are being used to extend and improve the  
7 system.

8 Now, if you read amendment 73, it says very clearly  
9 there is nothing, you know, that you couldn't read in the fifth  
10 grade. It says if you collect sewer fees to either pay for  
11 these five hundred thousand dollars - five hundred thousand  
12 dollars, that's all in bonds - or to extend or improve the  
13 system or to pay for operation and maintenance costs, you have  
14 to submit that proposal to the voters.

15 THE COURT: Here is part of the problem with the  
16 analogy. You are going back before the county made the obvious  
17 mistake of taking over sewer systems of Birmingham, Bessemer,  
18 Fairfield, a bunch of other entities, twenty-one, twenty-two  
19 entities. Those didn't exist back in 1940 something.

20 MR. GRIGSBY: Your Honor, we can debate whether -  
21 people aren't stupid, they vote for things. So if you go to  
22 them and say you are going to have sewers - the sewer in your  
23 house is going to explode and you are going to have to walk  
24 down a street full of sewer waste, they will vote to have  
25 bonds. So don't give the rate payers - don't treat the rate

1 payers like they don't have a brain. The law says they get the  
2 right to do that. Now, the fact that we took over all of  
3 Fairfield doesn't mean we can't go to the voters. The voters  
4 aren't stupid.

5 THE COURT: Hold on a second. Let me clarify something  
6 as to who you are here representing.

7 MR. GRIGSBY: Right.

8 THE COURT: In some places, it appears that you are  
9 representing what would be taxpayers who are also rate payers  
10 by way of those who have a sewer connection. In other places,  
11 though, because you include the sewer tax, the property tax  
12 portion of the sewer tax, it appears that you may be  
13 representing - attempting to represent not just rate payers but  
14 anyone who is subject to the sewer portion of the property tax  
15 that's imposed by the county.

16 And so my question is which are your clients?

17 MR. GRIGSBY: Your Honor, the indenture, as you know,  
18 has a defined term as in all of your opinions called sewer  
19 revenues and sewer revenues unfortunately are comprised of both  
20 the tax - I am not talking about the pledge. I am talking  
21 about the definition of sewer revenues, not pledge revenues.

22 THE COURT: It includes the sewer tax, which is an *ad*  
23 *valorem* tax on real property.

24 MR. GRIGSBY: The tax and the collections under  
25 Amendment 73. So -

1 THE COURT: Bear with me. You know, I am just a little  
2 slow here. Who pays the *ad valorem* sewer tax? Is it the rate  
3 payers or is it everybody in the county?

4 MR. GRIGSBY: It's everybody in the county indirectly  
5 because, if I go shop at a store that has, you know, a sewer  
6 connection, the price of their rent is going to be passed along  
7 to me -

8 THE COURT: Suppose you have a house in rural Jefferson  
9 County. You are not hooked up on the sewer; it doesn't come  
10 within five miles of your place. Do you pay the sewer tax that  
11 is the *ad valorem* property tax?

12 MR. GRIGSBY: Yes, Your Honor.

13 THE COURT: So that's really my question because I am  
14 not quite sure who your class claimants are. It is not just  
15 the rate payers that you are purporting to represent then; you  
16 are representing the rate payers and those who are paying the  
17 sewer tax that's the *ad valorem* portion of the real property  
18 tax.

19 MR. GRIGSBY: What we are saying, Your Honor, is every  
20 case is based on its own facts. I mean, when we look at  
21 precedent, we are not trying the exact same case. What we have  
22 found with the Supreme Court -

23 THE COURT: This is a real simple question and it is a  
24 simple question for a reason because I am trying to figure out  
25 who the class is that's filing the class claim.

1 MR. GRIGSBY: The class are those people who pay sewer  
2 fees but those people also happen to be taxpayers, and I have  
3 not purported this far to represent the persons sitting on a  
4 septic tank who pays property taxes. They would have to  
5 intervene with their own class at this point because we have  
6 not purported to represent them.

7 THE COURT: Well, I am going to suggest to you that  
8 it's unclear in what you have submitted. I mean, in portions  
9 it is pretty clear that you are talking about those that pay  
10 the portion of the real property tax that goes to collect the  
11 sewer tax, which would include people that aren't -

12 MR. GRIGSBY: No, wait, let's make sure it's clear what  
13 am saying. I am saying that we are representing the hundred  
14 and thirty thousand people who can just - whatever the rate  
15 reduction is will be applied *pro rata*. There won't be the  
16 typical class problems about inconsistent claims and all of the  
17 problems with class actions where, you know, you have got one  
18 group suing for one thing and one group suing for the other  
19 thing.

20 THE COURT: Pro rata and, based on what you wrote, the  
21 pro rata is you take the total number of dollars that are going  
22 to be effectively under your theory obtained back and you  
23 divide it by the hundred and thirty thousand or so rate payers  
24 or a hundred and eighty thousand - I forget the number - and  
25 you don't pay attention to usage or anything else; correct?

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1 MR. GRIGSBY: That's correct. It is just what they  
2 actually wrote a check for, you know, and that's divided by one  
3 point six billion and you come up with a ratio and that's as  
4 easy as it gets from a class-action standpoint.

5 THE COURT: They, meaning the rate payers wrote a check  
6 for rates?

7 MR. GRIGSBY: The rate payers - when you think about  
8 writing a check, because this is a bond issue, it's not your  
9 typical somebody paid some money for a service, this is a bond  
10 issue. So all of the costs, including the cost if I paid three  
11 million dollars to Blount and put that in a bond issue, that's  
12 paid over thirty years, okay.

13 THE COURT: Uh-huh, or fifty.

14 MR. GRIGSBY: With the new refinancing, yes, sir. So  
15 what we are saying is the people who are responsible for paying  
16 that have a direct injury because that's the same thing the  
17 county is saying. The county - if you look at what the county  
18 is saying, it is saying we negotiated a good deal. The  
19 beneficiaries of this negotiation of a reduction of a billion  
20 three are the rate payers.

21 Now, the converse of that is the people who get harmed  
22 if the rates were unlawfully high are the rate payers. So the  
23 rate payers, acknowledged in this courtroom by everybody, are  
24 the direct either beneficiaries or losers, depending on whether  
25 our declaratory relief is granted. And so these rate payers

1 have a right to come into a court of equity, because they don't  
2 hav anywhere else to go, they don't have any claim under the  
3 law, so they don't have a claim for payment. They have a claim  
4 for equitable relief which could result in a payment or out of  
5 which a payment might arise.

6 So, yes, I get very -

7 THE COURT: The operative word being "might," correct?

8 MR. GRIGSBY: I get very defensive when they  
9 mischaracterize what we are saying as some kind of direct  
10 contract payment because that's not what it is.

11 THE COURT: They didn't say that, in fairness to them,  
12 but here is - you know, if you sit and listen to your theory,  
13 what you are saying is that, if I am a rate payer today, that  
14 you are going to do a calculation and the one billion, six  
15 hundred and some-odd million dollars that you have, I assume  
16 was based on your calculation, that that's the excessive  
17 charges that would be imposed over the life of the particular  
18 indentures and swap warrants that you complain of, and that  
19 could be the better part of thirty years. So we are going to  
20 take that money that's spread out over thirty years and we are  
21 going to immediately offset it against sewer bills that are  
22 payable, due and payable currently.

23 Did I miss something?

24 MR. GRIGSBY: I think so.

25 THE COURT: What did I miss? I mean, that's what I

1 heard you saying. You have got to look at the life of these  
2 warrants and calculate the overcharges and then we are going to  
3 take the overcharges, divide it by the dollar amount of the  
4 bill of each client and they get that pro rata share of that  
5 overcharge that is going to occur over thirty years  
6 approximately.

7 MR. GRIGSBY: Right, and that becomes the present value  
8 of the rate reduction but it is much more -

9 THE COURT: No, no, that's different. That's a  
10 different issue, all right.

11 MR. GRIGSBY: Tell me why. I don't see -

12 THE COURT: I mean, part of it deals with the really  
13 esoteric portion of bankruptcy law dealing with future claims,  
14 not current claims.

15 MR. GRIGSBY: Right, but you have a rate covenant in  
16 your indenture. So the future claim becomes a present claim.

17 THE COURT: Yeah, but the assumption - here is the real  
18 difficult part of this, all right, for you. Do you know what  
19 the average turnover is on ownership of houses nationwide? It  
20 is up a little bit since the financial crisis, but do you know  
21 how often properties turn over that are residential properties?  
22 We will exclude commercial at this point.

23 MR. GRIGSBY: Right, and if you would allow us to bring  
24 in a consultant that we have already identified, he will  
25 testify that the excess sewer cost is reflected in the price of

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1 the house. So the fact that thirty years of sewer payments are  
2 going to be paid at a rate higher than they should have been  
3 because of the illegality is reflected today and, in fact, if  
4 you look at the declaration of Andrew Bennett, who is one of  
5 the plaintiffs, who is the tax assessor, that is a part of his  
6 declaration, that the value of the increased sewer fees is  
7 already now being reflected in the assessed value of the homes  
8 and what people can sell their homes for.

9 So the fact that there is a turnover doesn't -

10 THE COURT: I mean, let me - I see - probably I have  
11 seen thousands of assessments by Jefferson County on real  
12 estate and I will not accept their assessed values in large  
13 parts of the county because they routinely under assess  
14 properties.

15 MR. GRIGSBY: Right. Well, we have a huge -

16 THE COURT: I will give you examples. I have had  
17 properties here where the house is sold today, the assessment  
18 is done tomorrow, and the assessment is fifty percent of what  
19 the sale price was.

20 MR. GRIGSBY: Right. I am sorry, his - I misspoke.  
21 His affidavit talks about the market value and what people are  
22 selling their houses for is already reflecting the higher sewer  
23 rates or the potential for higher sewer rates.

24 THE COURT: But here is my point. What you are doing  
25 in part is saying that we are going to take an estimate of what

1 this is and over the life of these particular warrants, all  
2 right, and it is the ones that you are complaining about, not  
3 any restructured warrants, correct?

4 MR. GRIGSBY: Well, no, no, that is not correct. Here  
5 is what our claim says. It says the increase in principal due  
6 from the rate payers from the unlawful swaps and swap profits  
7 is six hundred million. We still have to prove that. Maybe  
8 five ninety-four.

9 THE COURT: There was a hundred and some-odd million,  
10 plus three hundred and fifty-seven million.

11 MR. GRIGSBY: And then we say the interest passed  
12 through to rate payers from increased principal is five hundred  
13 million, and the auditor's determination of losses from the  
14 variable option rate swap refinancing debt - and this is out of  
15 the audit in 2-02 - is three hundred and fifty-eight million;  
16 and the swap profits passed on to rate payers is a hundred and  
17 seventy-two million. That is how we get to one point six.

18 Now, when these numbers were done, it was two years  
19 ago.

20 THE COURT: And those --

21 MR. GRIGSBY: These numbers -

22 THE COURT: Stop. Those numbers, regardless of what  
23 they are, all right, would under the rate structure be spread  
24 over some time frame, which is not today; correct? It is not  
25 just today.

1 MR. GRIGSBY: That's correct.

2 THE COURT: And your assumption is that it will be  
3 spread over the life of those warrants if they were to remain  
4 outstanding.

5 MR. GRIGSBY: My assumption is, if the warrants are  
6 determined to be *ultra vires* and void from their inception, the  
7 entire debt on the warrants will no longer be due and these are  
8 the overcharged amounts. It just so happens that, if you look  
9 at what would have been payable if the old warrants had stayed  
10 in place and the warrants used to purchase swaps had never been  
11 issued but the warrants used to purchase capital improvements  
12 were still outstanding, when we do the numbers, it ends up -  
13 the difference ends up being just about the same amount of the  
14 overcharges, which is just a very ironic result but -

15 THE COURT: The answer is I don't see why it would be  
16 ironic. If in fact there are over charges, they would be added  
17 onto what was already spent on what you think is appropriate.

18 MR. GRIGSBY: But the calculation comes from two  
19 different directions. It doesn't start with the same - it sort  
20 of ends up in the same place but the calculations don't start  
21 with the same inputs.

22 THE COURT: And so essentially what I am getting at,  
23 though, is that even under your theory, the calculation of  
24 benefits by way of whether you want to call them rate  
25 reductions or not paying prospective future rates is premised

1 on some theory that deals with what they would have been over  
2 this prospective twenty-five, thirty year period.

3 MR. GRIGSBY: Right, which is - yes, and that is also  
4 supported by an independent analysis of what the overcharges  
5 were. It sort of comes back to the same place.

6 THE COURT: And I am not going to get into the  
7 underlying theory today but how would you think that you could  
8 get a class certified on that basis?

9 MR. GRIGSBY: Your Honor, we have put in, to talk about  
10 our claims, we have literally put in a thousand pages of  
11 evidence that shows these claims are valid. I mean, we have  
12 put in way more than a *prima facie* case. We have literally  
13 traced, you know, like we had a video. The money that went  
14 into some Commissioner's hand and what that money bought and  
15 how that ended up going back to the rate payers. That is what  
16 the thousand pages is all about and we have a lot of charts.  
17 Each swap we have calculated who the people were who got paid  
18 from the swaps. We have looked at all of the option rate bonds  
19 and you have got to recognize that option rates, the SEC  
20 declared that option rates were fraudulent, they declared the  
21 swaps were fraudulent. We are in an area where every part of  
22 the deal that we are involved in has had some federal action,  
23 and we are acting like this didn't exist, and the best we can  
24 do is negotiate with the people who have the outstanding  
25 warrants, and the rate payers are the ones who are directly

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1 impacted by this.

2 THE COURT: Well, under your theory, if the warrants  
3 are declared null and void, there would be no obligations to  
4 the warrant holders. I am not saying that that is necessarily  
5 right but that is your theory, correct?

6 MR. GRIGSBY: All of the warrants, if the warrants were  
7 used to pay off the old warrants, all the warrant holders could  
8 say is we have unclean hands as to this portion but we have to  
9 get paid the portion of the proceeds that were used to pay the  
10 old warrants, that is what we end up getting as our settlement,  
11 and I think that is a fair result.

12 THE COURT: But not under the warrants because you are  
13 having those declared null and void.

14 MR. GRIGSBY: Not under the warrants but as sort of,  
15 like you say, a value added and a value from that whole  
16 process.

17 THE COURT: The determination of the nullity or the  
18 voidness is a determination that really has a dollar impact on  
19 these warrant holders and certain others but not the county;  
20 correct? It is not an affirmative recovery from the county.

21 MR. GRIGSBY: Well, the county, as the county pointed  
22 out when they put in their motion for a more definitive  
23 statement, the county collects the part of the sewer fees that  
24 goes to operations and maintenance. If there is a reduction in  
25 the debt - there's two parts of the total sewer fees. One is

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1 the operation and one is the debt.

2 THE COURT: Look, it is clear that if in fact the total  
3 debt goes down, the rate structure for purposes of the rate  
4 paying changes and -

5 MR. GRIGSBY: But the debt only impacts the rate  
6 payers. The county is going to get their operation and  
7 maintenance as a base line whether the rates go up or down  
8 because that has to come off the top.

9 THE COURT: But here is my point, all right. The  
10 issues that deal with the determination of the nullity or the  
11 voidness of the particular indentures and the swap warrants, if  
12 you are right, effectively undo - at least in part and maybe,  
13 under your theory, totally - monies that would be due and  
14 payable to the warrant holders, not monies that are monies of  
15 the county.

16 MR. GRIGSBY: Right, because the warrant holders do not  
17 get the operations and maintenance. The warrant holders only  
18 get the debt side.

19 THE COURT: And so there is no effectively on the  
20 declaratory judgment causes of action, there is no effective  
21 dollar claim against the county as the county.

22 MR. GRIGSBY: Your Honor, we are not making a contract  
23 claim. We are making a claim for an equitable relief as a  
24 result of nonperformance or breach of the duty of performance  
25 by county commissioners and other officials. We are not asking

1 for -

2 THE COURT: So what dollar amount are you asking -

3 MR. GRIGSBY: We are not under 101(A). We are under  
4 101(B).

5 THE COURT: What dollar amount are you estimating you  
6 are asking the county to pay?

7 MR. GRIGSBY: We are asking for equitable relief that  
8 determines that these swap warrants were invalid from their  
9 beginning and we have put in our proof of claim all of the  
10 documents that show why that's the case. Now, you can say, as  
11 a factual matter, you can say up or down but there is no way we  
12 haven't put in the facts to prove our claim.

13 And so those facts, according to -

14 THE COURT: My question is real simple -

15 MR. GRIGSBY: - 901(4)(C), it is supposed to be a  
16 contested case.

17 THE COURT: I am going to give you the number. Are you  
18 asking that the county pay your clients one billion, six  
19 hundred and thirty million? I think that is the claim dollar  
20 amount.

21 MR. GRIGSBY: No, we are under 101(B).

22 THE COURT: And so under 101(5)(B), are you asking -  
23 let's assume it applies. Are you asking for the county to pay  
24 your claimants one billion, six hundred and thirty million  
25 dollars?

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1 MR. GRIGSBY: We are under 101(B), Your Honor. We are  
2 asking for equitable relief out of which a payment -

3 THE COURT: Well, let's - I am conceding that you are  
4 but my question is are you asking the county to pay one  
5 billion, six hundred and thirty million dollars to your  
6 clients?

7 MR. GRIGSBY: We are asking the county to relieve our  
8 clients of their obligation to pay one point six because the  
9 clients haven't paid over the whole one point six at this  
10 point. So we are not asking for that payment to come back. We  
11 are asking for a reduction in the rates equivalent to one point  
12 six. I wish I could just say yes or no, but we are not asking  
13 for a payment. We are asking for equitable relief under (B)  
14 and I -

15 THE COURT: Mr. Darby, you have been - I understand  
16 your position. You have been jumping around.

17 MR. DARBY: Your Honor, I just want to bring this back  
18 around.

19 THE COURT: Well, I know you do, but I am working on  
20 something here.

21 MR. DARBY: Well, I think that you have brought it back  
22 around with your last question and I just want to clarify,  
23 because I don't want the issues at this hearing to get tangled  
24 up with the issues that we are going to consider at  
25 confirmation. Mr. Grigsby's argument, he said it. He said that

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1 the county has left three hundred million dollars on the table.  
2 His objection is an objection to the settlement that this court  
3 will consider at the confirmation hearing.

4 Now, I mean -

5 THE COURT: Whatever it may be.

6 MR. DARBY: Whatever it may be. And the county, he  
7 says in his proof of claim and he has reiterated -

8 THE COURT: Well, he didn't answer my question when I  
9 asked him - if your settlement is as much, if not more, than  
10 his, does he get to recover twice. He didn't answer that.

11 MR. DARBY: Well, the proof of claim says recovery of  
12 damages from financial institutions, creditors herein, and  
13 other parties will enhance the bankruptcy estate by  
14 compensating it for the cost of wrongful issuance of the bonds,  
15 all right. His proof of claim and what he said today is that  
16 will affect his clients, if at all, by reducing future rate  
17 payments.

18 There is no set of circumstances alleged under which  
19 that would result in the county writing checks to his clients.  
20 So this is an objection to the settlement; it is an objection  
21 to the rate structure, which are issues that we want to talk  
22 about at the confirmation hearing, not here, but it is not a  
23 right to payment; and the claim should be disallowed and then  
24 Mr. Grigsby can make his arguments on behalf of rate payers at  
25 the confirmation hearing if he chooses.

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1 MR. GRIGSBY: Your Honor, we have cited cases under  
2 101(B) that make it clear that you are not requesting a  
3 payment; you are requesting - the word "claim" has several  
4 definitions and he keeps going back to - if you listen to what  
5 he is saying, he is talking about (A).

6 THE COURT: Here is what he is saying. If you look at  
7 101(5) (B) --

8 MR. GRIGSBY: If you could read (A) and (B) together,  
9 I think you will see what he is saying.

10 THE COURT: I mean, you are focused on (B). You are  
11 saying you are under (B), so I am focused on -

12 MR. GRIGSBY: Well, I mean, read them both. I don't  
13 have them in front of me but I think you will see he is coming  
14 right out of (A). We are not under (A). We are ships passing  
15 in the night.

16 THE COURT: No, you are not.

17 MR. GRIGSBY: If we are under (A) --

18 THE COURT: If you are under (B), it's a right to an  
19 equitable remedy for breach of performance and breach of  
20 performance, if such breach gives rise to a right of payment,  
21 all right, not of reduced future payments to the county. It's  
22 a right of payment in this case from the county to your  
23 clients, not a reduction of -

24 MR. GRIGSBY: Your Honor, we have cited at least three  
25 cases where the courts say you have standing even though the

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1 lien is not on your property yet because of the future -

2 THE COURT: The standing is not an issue we are  
3 discussing, all right. I haven't gotten to - there is not a  
4 standing issue I have discussed yet, so let's don't even get  
5 there.

6 MR. GRIGSBY: So are you ruling that a payment, a  
7 determination that monies that should have been paid - you know  
8 how many different agreements we have had with the bondholders  
9 to hold off on collecting payments. We have had about seven or  
10 eight. I may miss a few. So those payments were due, but we  
11 have had agreements in terms of negotiations -

12 THE COURT: Who is we?

13 MR. GRIGSBY: The county. The county has had, you  
14 know, agreements with the bond holders -

15 THE COURT: They have had standstill agreements in the  
16 past.

17 MR. GRIGSBY: - to hold off on collecting payments.

18 THE COURT: To hold off on the county making payments  
19 to, in this case, the indenture trustee on behalf of the  
20 warrant holders.

21 MR. GRIGSBY: Who are the beneficiaries or the  
22 detrimentaries, or whatever. So those payments are due. Now,  
23 whether there is a check being written is not what the test is.

24 THE COURT: But what you just argued is that your claim  
25 effectively is a claim on behalf of the county to reduce what

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1 the county has to pay to a third party, in this case the  
2 warrant holders. That's basically what you have argued.

3 MR. GRIGSBY: Your Honor, the county said it better  
4 than I could. Any reduction results in a - anything they  
5 negotiate as a payment that they owe the indenture trustee  
6 results in a benefit to the beneficiaries who have to make the  
7 payment. So there is both involved here. The county is the  
8 entity writing the check to the bondholders but the rate payers  
9 are the group that's paying the money that goes into the bank  
10 that the check is written on.

11 THE COURT: Well, they are paying some of the money.

12 MR. GRIGSBY: Well, they are paying all the money.

13 THE COURT: No, they are not. They are paying the  
14 overwhelming majority of the money but -

15 MR. GRIGSBY: Well, there are a few incidental items  
16 for interest earnings on the construction funds and that kind  
17 of thing but just, in general, not to get off on that tangent,  
18 they are both involved.

19 Now, if you are trying hard to make a case that it is  
20 only the county and so we don't have a claim, you only look at  
21 one part of that transaction, but it is no different than a  
22 shareholder's action. If someone defrauds a corporation so  
23 that the shareholders get affected, they still have a right to  
24 sue derivatively.

25 THE COURT: Which is precisely their point. This is a

1 derivative claim from the county, not your claim.

2 MR. GRIGSBY: The law is very clear that, if it is a  
3 derivative claim, the corporation is not involved.

4 THE COURT: One of their arguments straight upfront,  
5 it's not a claim of your folks, it's a claim of the county. It  
6 is the first argument they make.

7 MR. GRIGSBY: In a derivative lawsuit, Your Honor, as  
8 you know, that claim is owned by the stockholders, not by the  
9 corporation. That's my whole point. It is owned by the  
10 stockholders and they have abandoned this claim. They are not  
11 even making this claim.

12 THE COURT: The stockholders may be allowed to bring a  
13 derivative claim in certain instances, all right.

14 MR. GRIGSBY: Well, we are being very abstract because  
15 -

16 THE COURT: The claim is brought on behalf of the  
17 corporate entity involved, all right, if we deal with the  
18 corporation.

19 MR. GRIGSBY: Your Honor, if you are saying these rate  
20 payers do not have a claim, then you are saying they don't have  
21 standing.

22 MR. DARBY: That's incorrect, Your Honor. That's not  
23 our argument.

24 MR. GRIGSBY: The rate payers have a claim because they  
25 are the ones who are making the payment and who get the benefit



1 if it goes up or down and they are taxpayers and rate payers  
2 who traditionally have a court of equity that they can go to  
3 for their claim.

4 Furthermore, any objection to the claim is a contested  
5 matter, which means you have to have all of the rules of  
6 federal procedure, you have to have discovery, interrogatories,  
7 requests for admissions. The law on that, which is section  
8 9014, and the provisions for formal litigation, discovery,  
9 apply in contested matters and the filing of an objection to a  
10 claim creates a contested matter. Therefore, with regard to  
11 the proof of claim, you can take depositions, orally, written  
12 questions, and that's why I said, since the law is so clear  
13 that this objection to claim is a contested matter, because we  
14 are asking for equitable relief - we are not asking for a  
15 payment now - we are asking for equitable relief and then you  
16 get to the point of whether or not - if you have equitable  
17 relief, the contract doesn't exist. It's a nullity. So then  
18 you are looking at what is the benefit that's left.

19 So, you know, if you were to take this to its natural  
20 conclusion, if we win, the indenture trustee can't even get  
21 paid all of their legal fees. They would have to pay that  
22 back. This is asking that these contracts be declared a  
23 nullity.

24 THE COURT: Yeah, but under your theory, the pay back  
25 wouldn't come from the county, it would come from the indenture

1 trustee.

2 MR. GRIGSBY: Your Honor, I am asking for a declaratory  
3 relief under 101(B). It is an equitable action. An equitable  
4 action is defined as a claim, not just a right to payment, and  
5 I want to say that one more time.

6 THE COURT: The answer is you are wrong. It has to be  
7 a particular type of equitable proceeding that does certain  
8 other things.

9 MR. GRIGSBY: Right, and we have 157 that makes it  
10 clear that where we have an equitable proceeding -

11 THE COURT: 157? 101(5), you mean?

12 MR. GRIGSBY: We are asking for a determination that  
13 the lien is invalid. That is our equitable claim.

14 THE COURT: Okay.

15 MR. GRIGSBY: And so if the lien is invalid - and  
16 that's an adversary proceeding under the bankruptcy law. Our  
17 proof of claim, which is a contested matter, also becomes a  
18 proceeding under the bankruptcy law that has to proceed in  
19 accordance with normal federal rules.

20 Now, I don't see the logic of, wow, they just argued  
21 when they argued in the motion for a more definitive statement,  
22 they just argued that the claim was against them. Now they are  
23 arguing that the claim is really against the warrant holders.

24 THE COURT: The more definite statement says we really  
25 don't know what you are talking about, you need to tell us.

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1 MR. GRIGSBY: Your Honor, I am under 101(B). I am just  
2 asking for equitable relief as my claim. I am not asking for  
3 payment as my claim.

4 THE COURT: Okay.

5 MR. GRIGSBY: And the county - and all I said was the  
6 county argued - I didn't argue. I put them in as a nominal  
7 defendant. I said my claim is not against you. They argued  
8 that, no, your claim is against me. Now they are arguing, oh,  
9 no, your claim is not against me, your claim is really against  
10 the indenture trustee, and that's my claim, only I can bring  
11 that claim.

12 In the thousand pages -

13 THE COURT: All right. What you just told me is that  
14 you are asking for equitable relief and that, under your claim,  
15 you are not asking for a payment from the county. That is on  
16 the record.

17 MR. GRIGSBY: Right but, Your Honor, I am asking for  
18 equitable relief out of which a payment arises.

19 THE COURT: Mr. Darby, let me ask you a question.  
20 Based on that, if I set the dollar amount of the claim at zero,  
21 would the county have any objection?

22 MR. GRIGSBY: I can't argue anything but the law, Your  
23 Honor. I can't argue -

24 THE COURT: Hold on. I have got a question of Mr.  
25 Darby.

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1 MR. DARBY: I don't believe the county would have any  
2 objection to that, Your Honor.

3 THE COURT: Do you need to talk to anybody else or are  
4 you -

5 MR. DARBY: Let me consult with counsel.

6 THE COURT: We will take about a five-minute break.

7 MR. GRIGSBY: Okay. Let me read -]

8 THE COURT: Bear with me. I am coming back to you.

9 MR. GRIGSBY: All right.

10 (Recess from 11:39 a.m. until 11:45 a.m.)

11 MR. GRIGSBY: Your Honor, before we start, could I just  
12 read in the entire provision on (B).

13 MR. DARBY: Your Honor, I will be brief, if I may.  
14 After consulting with our co-counsel, we can't stipulate to the  
15 allowance of the claim at zero.

16 THE COURT: I didn't say I was going to allow the claim  
17 necessarily. I may be doing two things.

18 MR. DARBY: Well, okay. We think the claim should be  
19 disallowed because -

20 THE COURT: I got that much.

21 MR. DARBY: Okay. There is no basis for the claim.

22 THE COURT: But there may be a backup position, too.

23 MR. DARBY: Okay. Well, he doesn't have a right to  
24 payment. If he did, his damages, we would say he doesn't have  
25 any damages even if does have this liability -

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1 THE COURT: That's my point. It may be that there is  
2 no claim but, if I am wrong, the claim is valued at zero.

3 MR. DARBY: I understand, Your Honor. We certainly  
4 believe that that's the case, that there is no claim and there  
5 is no damage.

6 MR. GRIGSBY: Your Honor, if counsel were talking about  
7 a right to equitable relief as a claim as opposed to payment  
8 for a claim, he is focusing only on payment. But let me read  
9 this entire provision. (B) says:

10 "A claim is a right to an equitable remedy for breach  
11 of performance if such breach" - if such breach -  
12 "gives rise to a payment whether or not such right to  
13 an equitable remedy is reduced to judgment, fixed,  
14 contingent, matured, unmatured, disputed, undisputed,  
15 secured or unsecured claim, not a contract right to  
16 payment as under 105(A)."

17 Now, our claim, when and if reduced to judgment -

18 THE COURT: It says right to payment whether or not it  
19 is reduced to judgment, liquidated, unliquidated, fixed,  
20 contingent, matured, unmatured, disputed, undisputed, legal,  
21 equitable, secured or unsecured under 101(5)(A).

22 MR. GRIGSBY: Right. It doesn't have to be reduced to  
23 judgment at the time we make the claim.

24 THE COURT: My point, though, is it doesn't say  
25 contract under (A), subsection (A) either.

1 MR. GRIGSBY: Right. No, it doesn't have to be reduced  
2 to judgment at the time we make the claim. That's -

3 THE COURT: I have no dispute about that.

4 MR. GRIGSBY: Okay. So when reduced to judgment and if  
5 reduced to judgment, it's a claim. Now, when and if reduced to  
6 judgment, it would give rise to a payment in the nature of a  
7 rate reduction of approximately one point six-three billion.  
8 That could not be clearer as a statement of what our legal  
9 position is, that we have a claim, we have met the requirements  
10 of a *prima facie* case. We have certainly stated more than  
11 enough facts. We have met the *Twombly* case. *Twombly* does not  
12 require you to plead your legal theories for a claim; you just  
13 have to plead the claim or the facts of the claim.

14 THE COURT: I think it depends on which court you are  
15 in. I saw a Court of Appeals opinion yesterday, that came out  
16 yesterday, that if you didn't specify - and this was a  
17 fraudulent transfer case but, if you didn't specify each  
18 particular transaction at issue that was supposedly the  
19 fraudulent transfer and what occurred, you were out.

20 MR. GRIGSBY: Well, if I had the time to indulge you  
21 with our exhibits, I could guarantee you I have more than  
22 enough facts to prove each claim.

23 THE COURT: This Court of Appeals said, no, it has got  
24 to be in the complaint.

25 MR. GRIGSBY: I am sorry.

1 THE COURT: The Court of Appeals opinion says it has to  
2 be in the complaint, not somewhere else.

3 MR. GRIGSBY: In the proof of claim. We are talking  
4 about proof of claim.

5 THE COURT: I am talking about pleading standards and  
6 the - I understand your position on (B), all right.

7 MR. GRIGSBY: Now, they came under 502 and they said,  
8 oh, there are no facts sufficient to state a claim and, based  
9 on the cases we have read and the modifications in Rule 3001  
10 that were done in 2011, I think we have overstripped our duty  
11 to state sufficient facts under, you know, Rule 3001, and 502  
12 does not, under its expressed terms, even though it's  
13 supposedly exclusive grounds for disallowance of a claim,  
14 failure to file documentation is not in 502. There is no  
15 expressed provision under 502 that says - the failure to file  
16 documentation comes under the Bankruptcy Rules of Procedure,  
17 3001, you know, (a), (b), (c), down through (f). And we have,  
18 I think, more than complied with those procedural rules.

19 So looking at their objections, the first was that we  
20 didn't state a *prima facie* case for a claim, and we don't have  
21 - nobody knows what we are talking about. Even though we have  
22 asked for equitable relief, we have been fairly precise as to  
23 what equitable relief we are asking for. We have also, I  
24 think, quantified and provided documentation, clear facts under  
25 procedural Rule 3001 that show that we have a claim; and I

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1 think we have also pointed out that, because this is a claim  
2 objection, it comes under the contested matter rule, just like  
3 an adversary proceeding.

4 So you can't resolve that in a hearing without giving  
5 the parties - and they need to get their proof. I mean, if  
6 they are saying they don't think we have filed a claim that,  
7 you know, that it's not one point six billion, then they should  
8 be doing some discovery. They should be reading the thousand  
9 pages that we have. They just can't come in here and say, oh,  
10 there is no claim because he doesn't have any facts or because  
11 it's our claim because, if it is their claim, they have  
12 abandoned it anyway and, if it is not a class claim, then we  
13 only have thirteen hundred claims filed in this bankruptcy  
14 proceeding. There is a hundred and thirty thousand people who  
15 are paying higher rates as a result of what we claim to be  
16 illegal contracts. So those people are forever barred as a  
17 claim. That's a whole lot different than what we were doing  
18 with the AP where Your Honor could fashion a remedy and say,  
19 based on this, I am going to declare that these contracts, you  
20 know, violate 94 because the money was used to pay a bribe.  
21 Let's say that's the ruling. At that point, you can fashion a  
22 remedy but, in this particular case, if we don't have a class-  
23 action, we have got a hundred and thirty thousand people who  
24 are barred based on the June 30, June 24 bar date, so it's a  
25 much different position, and we also have a situation where, as

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1 a class, there is no disputes between the class. There is no  
2 inconsistent remedies with the class. You know, they all just  
3 get, whatever they paid, they get their percentage of whatever  
4 the final determination is as to the value left once these  
5 warrants are determined to be unlawful or void from their  
6 inception.

7 So I quite frankly can't understand what their  
8 objection is. What they should be saying is we need to have a  
9 hearing so that we can disprove his *prima facie* case because  
10 the cases are real clear that, when we file a proof of claim,  
11 it is deemed, you know, to be valid and then they have the  
12 burden to prove that we don't have a *prima facie* case, and what  
13 they are saying is they don't have to do that, they don't have  
14 to prove that there is no right to equitable relief here. Our  
15 claim is a right to equitable relief out of which payments  
16 could arise and even if this were a claim under a straight  
17 contract which is, let's say, what - the warrant holder  
18 creditors have a claim. They have a claim that, under the  
19 indenture, they have a right to get paid. That doesn't mean  
20 the county has to write a check. That means the county has to  
21 go out and charge these rate payers enough money to write the  
22 check.

23 So even if this were a direct contract action, the  
24 point that there is no claim because we don't have to write a  
25 check doesn't make any sense.

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1 THE COURT: Well, you are mixing what a claim is in  
2 general litigation with what a claim is in bankruptcy. I mean,  
3 there is a subtle difference, all right, for purposes of a  
4 plan.

5 MR. GRIGSBY: I totally agree with the subtle  
6 differences but what I am trying to also suggest is the county  
7 debtor in their papers are cherry-picking snippets from what we  
8 are saying and they are not looking at what we are saying in  
9 full and, if you want to make a legal argument based on a  
10 snippet, just the word "payment," that is not going to be  
11 sufficient when the law makes it clear that it could be  
12 contingent, it could be inchoate, it could be something in the  
13 future, it could be something that's secured, unsecured. So we  
14 have to get a judgment first before we can determine what the  
15 payment is. And I think 101(B) contemplates that.

16 THE COURT: Well, you have already told me today that  
17 your language was you are not asking for a payment from the  
18 county.

19 MR. GRIGSBY: I did - that's not -

20 THE COURT: Yeah, you did say that because I repeated  
21 it.

22 MR. GRIGSBY: You kept repeating it and I said what we  
23 are doing is we are coming under (B) where we are saying a  
24 payment arises out of a judgment which is not yet formalized.  
25 That's why I wanted to read the entire (B). We have a right to

1 have a hearing under Federal Rules of Procedure where they can  
2 come in and present their evidence that we don't have a claim.  
3 And I don't think there is any doubt that we have that right.  
4 And to say we don't have a claim because we don't have enough  
5 facts, I don't think is correct because we presented a claim of  
6 a certain amount - to say a claim doesn't exist because it is  
7 their claim, they have in their settlement agreements, they  
8 have already admitted that lien is valid. So they have already  
9 abandoned that claim. So why are they arguing for a claim that  
10 they have already abandoned as their claim?

11 And, Your Honor, we have put in at least four cases  
12 which say that, if the county government is not pursuing the  
13 claim, then certainly the taxpayers have a right to do it  
14 because they ultimately will bear the burden of whatever the  
15 additional cost is.

16 THE COURT: They have a lawsuit. They are in two  
17 lawsuits actually over these warrants, one here and one in New  
18 York.

19 MR. GRIGSBY: They don't have a lawsuit based on the  
20 claim that we are making. They have agreed that the lien is  
21 valid. They may have a lawsuit on fraud or some other issues  
22 that are not in our complaint or not in our claim.

23 THE COURT: I understand your position. I want to go  
24 through a couple of things, all right. They argue that the  
25 overwhelming majority of what you are asserting is barred by 6-

1 5-20, which requires that you present the claim. If there is  
2 a claim against the county for recovery of something by way of  
3 monies, it has to be submitted within one year, twelve months,  
4 from the date of its accrual.

5 MR. GRIGSBY: Yes, Your Honor, and we submitted, in  
6 response to that, the case of *Ford v. Jefferson County*, where  
7 they talked about 6-5-20 - the predecessor of 6-5-20 by  
8 referring to the Supreme Court case of *Mobile County v. Barnes-*  
9 *Creary Supply*. The Alabama Supreme Court considered the  
10 propriety of an injunction preventing a county, as well as  
11 other entities, from constructing a highway abutting the  
12 complainant's property where the complainant had not presented  
13 his claim to the county commission before filing a suit in  
14 equity.

15 THE COURT: But my point, though, is that's an  
16 injunction, your declaratory judgment, but what they are saying  
17 is, look, even if you win your declaratory judgment, if there  
18 is an affirmative recovery from the county, you have to present  
19 it within one year from the date of its accrual. And so you  
20 can't do that, you are barred under 6-5-20 -

21 MR. GRIGSBY: Your Honor, we are not asking for  
22 contract damages from the county, and they keep saying that and  
23 they won't stop saying it.

24 THE COURT: But the statute doesn't say contract  
25 damages. The case law doesn't say contract damages.

1 MR. GRIGSBY: Given that sentence, you would have to  
2 put contract before the word "damages" to make it make sense.

3 THE COURT: They also argue that my ruling where I  
4 struck the class-action from your complaint is the law of the  
5 case. Any position on that?

6 MR. GRIGSBY: Well, I actually put into my briefing  
7 papers the part of the transcript where that was done and -

8 THE COURT: I reread it.

9 MR. GRIGSBY: And basically -

10 THE COURT: They said we will see what happens on  
11 repleading.

12 MR. GRIGSBY: In the AP case, we can fashion a remedy  
13 that has the effect of benefitting the entire class. And as I  
14 said earlier in this case, where we have the pro rata  
15 distribution, which doesn't have all of the problems with  
16 class-action, no inconsistent, you know, remedies, no one is  
17 fighting anyone about what, you know, they should get versus  
18 somebody else. If we don't have a class-action in this case,  
19 we are barred from the claim because the claim is the composite  
20 of all of the members of the class, so that no way we would  
21 have a claim. So it would be like saying, oh, the joke is on  
22 you. By the way, your claim is gone.

23 THE COURT: "We" being the rate payers?

24 MR. GRIGSBY: The rate payers, yes, and we filed it as  
25 a class claim and we haven't been able to do any discovery. If

1 there are some issues regarding whether or not we meet all of  
2 the requirements, then we have a contested matter that should  
3 go to a hearing and they can come in and take evidence and do  
4 depositions and prove we don't have a class claim, but they  
5 just can't do it where we have put a *prima facie* case that the  
6 class is proper. There would have to be some hearings on these  
7 things.

8 THE COURT: All right. Anything else?

9 MR. GRIGSBY: I think I have said enough.

10 THE COURT: Mr. Darby, anything else?

11 MR. GRIGSBY: Unless Mr. Darby has something, I will  
12 come back and retort.

13 MR. DARBY: Nothing further, Your Honor.

14 THE COURT: All right. The county's objections are not  
15 limited - excuse me - are limited for purposes of today to what  
16 they call certain technical issues. One, that the claim is not  
17 the claim of, in this case, the rate payers but rather is the  
18 claim of the county, which that argument is buried in footnote  
19 four is my memory.

20 The law of the case, it involves the adversary  
21 proceeding where I, in a prior pleading, struck the class-  
22 action allegations.

23 A third argument that they don't meet the class claim  
24 standards is made by the county. The county also argues that  
25 a substantial portion of whatever the claim is, is barred by

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1 Alabama statutory provision 6-5-20 requiring that there be a  
2 presentation of a claim for dollar relief or recovery from the  
3 county within twelve months from the accrual.

4 There is also an argument that has been presented that  
5 I - it comes up in the *Wilson* case more directly than this  
6 case, but that the Alabama case law that deals with the issue  
7 of avoiding 6-5-20 and whether you have standing under Alabama  
8 law to make certain types of claims as a taxpayer limits the  
9 standing to actions that are by way of preventing the misuse of  
10 property or monies, the illegal use of property or monies, and  
11 it does not allow an affirmative recovery of monies from the  
12 county. And the -

13 MR. GRIGSBY: Your Honor, I didn't mean to interrupt  
14 but may I also read my retort to that into the record, as well?

15 THE COURT: I don't think you need to. You set it  
16 forth in your memo; didn't you?

17 MR. GRIGSBY: I would just like to get the -

18 THE COURT: All thirty something pages of it.

19 MR. GRIGSBY: Just the highlights.

20 THE COURT: I will let you do it in a second. And then  
21 the overlying argument is that there is no reason - there is no  
22 support from the facts or the legal theories that result in any  
23 payment of monies by the county to the plaintiffs in the  
24 Bennett action, as I call it, which involves Bennett versus the  
25 county and others.

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1 All right. Now, I will stop there, Mr. Grigsby. You  
2 wanted to read something.

3 MR. GRIGSBY: Yes, I would like to - I mean, this is  
4 really just a summary of our response, which is, first, the  
5 county opposition fails to overcome the *prima facie* effect of  
6 Rule 3007(f).

7 The next thing I would like to say is, even if 3007(f)  
8 did not shift the burden to the debtor to refute rate payers'  
9 *prima facie* claim with actual countervailing facts brought out  
10 in a contested hearing under the federal rules, rate payers'  
11 proof of claim meets the FRCP 12(b)(6) pleading standard.

12 Next, the county's objection to our claim violates  
13 Bankruptcy Rule of Procedure 3007(b), which requires resolution  
14 of the claim objection in an adversary proceeding.

15 Next, under Alabama Supreme Court rulings, the  
16 county's objection at claim 1292 for one point three billion in  
17 overcharges from sewer fee collection liens caused by the swap  
18 warrants belongs to the county has no merit.

19 Next, the rate payer claimants have properly brought  
20 a class claim, certifiable under the applicable Alabama and  
21 bankruptcy law. That class claim was filed as a motion that  
22 was determined to be moot and it, as well as the objection to  
23 the claim under federal procedural rules must be heard as a  
24 contested matter in an adversary proceeding.

25 Next, claim 1292 is a claim of unconstitutionality



1 requesting declaratory relief and cancellation of offending  
2 contracts, as well as precluding similar future contracts for  
3 new sewer warrants and not an unsecured contract claim for  
4 money judgment, which can be settled by the county in a plan of  
5 adjustment.

6 And finally, under Alabama law and federal law  
7 applying to bankruptcy courts under the supremacy clause, there  
8 is no requirement to present the claim to the county under  
9 Alabama Code 6-5-20 prior to filing the proof of claim.

10 Thank you, Your Honor.

11 THE COURT: All right. I assume the county has nothing  
12 they want to add?

13 MR. DARBY: Correct, Your Honor.

14 THE COURT: I set forth the various theories that have  
15 been presented by the county on the objection to claim. With  
16 respect to the law of the case issue, if you read carefully  
17 what I said, we will see what happens on the re-pleading, and  
18 so it was clear that I struck the class-action portion of the  
19 original complaint or guess maybe the first amended complaint  
20 at the time, with the possibility that there may be a  
21 subsequent re-pleading of that. And so on that particular  
22 issue, I am not going to base my ruling on that theory.

23 Likewise, with the class claim standards, if you look  
24 at the case law, the case law indicates that there ought to be,  
25 at least with respect to a class claim, a tentative allowance

1 subject to the disallowance of the class claim should a class  
2 in litigation not ultimately be certified, and we are just not  
3 there at this point. And so, with respect to the class claim  
4 standards that the county argues, I am not going to base it on  
5 that particular issue and for purposes of that particular  
6 issue.

7 One of the issues, though, is that it is not a claim,  
8 if there is an affirmative recovery due, of the rate seekers;  
9 and the county relies on the case - several cases. *Bond*  
10 *Safeguard Insurance Company v. Wells Fargo*. It is an Eleventh  
11 Circuit opinion, 2012, 502 Federal App'x, 867, 869. And they  
12 also rely on the *In re Educators Group Healthtrust*, 25 F.3d  
13 1281, 1284, a Fifth Circuit case of 1994, and another Fifth  
14 Circuit case from - a Second Circuit case from 2005, *In re*  
15 *Smart World Techs, LLC*.

16 And the gist of those cases is that if in fact there  
17 is an assertion in this case by the rate payers of a claim that  
18 could be brought and compromised by the county, that the county  
19 alone, not the claimants, has standing to pursue and compromise  
20 the claim. And part of that requires that the injury that  
21 occurs arises from harm to the debtor. In this case, the  
22 injury is that there was some invalidity under the theory of  
23 the plaintiffs with respect to the structure of the warrants or  
24 wrongful activity, be it constitutional or criminal, with the  
25 structure of the particular warrants, swap warrants as they

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1 call them, and three of the indentures that result in indirect  
2 harm to the rate payers. And the indirect harm is that the  
3 underlying contracts were between the county and the indenture  
4 trustee on behalf of the warrant holders. So the direct harm  
5 effectively is harm with respect to the county.

6 The indirect harm is to, in this case, the sewer rate  
7 payers. And it is the type of claim that the county has raised  
8 with respect to the warrants and certain aspects of the  
9 warrants directly.

10 So under that authority, the claim really is as it is  
11 argued by the rate payers' counsel, a claim that is  
12 appropriately a claim of the county to deal with it by way of  
13 litigation or settlement, as they may deem appropriate.

14 Secondly, the argument today was somewhat prolonged  
15 and I will take responsibility for doing it because I wanted to  
16 try to flesh out some things but Mr. Grigsby has argued that  
17 they are seeking a determination that the lien is invalid.  
18 That is literally the terminology he used, which would flow  
19 from an invalidity or a voidness of the underlying three  
20 indentures that are questioned and the swap warrants.

21 Additionally, there is a concession that they are not  
22 asking for the payment of monies from the county on the record  
23 today. What is ultimately being requested, giving a best case  
24 interpretation, is that there be some prospective rate relief  
25 to the rate payers. And that arises whether it is in the

1 context of the Bennett lawsuit, whether it is in the context of  
2 the settlement that the county may do with warrant holders,  
3 whether it is in the context of litigation that is still  
4 pending in New York and Jefferson County. That effectively  
5 flows from any of those cases if there is a reduction in any  
6 amounts that are owed to the warrant holders by way of the  
7 Bennett litigation, by way of the litigation in New York, by  
8 way of the litigation in Jefferson County over the warrants, by  
9 way of the plan or by way of a compromise that is incorporated  
10 into a plan; but effectively it doesn't require for purposes of  
11 what the plan is trying to do, and that is to deal with claims  
12 that are due payments or not and how they are going to be paid.  
13 It has to do with a prospective rate change that is later on  
14 that flows automatically from the purposes of what happens in  
15 the litigation or in the plan or the bankruptcy case.

16 And effectively by not seeking a direct payment from  
17 the county, it is really not a dollar claim for purposes of  
18 payments by the county out of its own pocket, directly monies  
19 from its revenues. It is a reduction prospectively in the  
20 future maybe.

21 And so for the purposes of this particular claim, I am  
22 going to sustain the objection premised on the underlying  
23 theory, the representations of what is being sought that are on  
24 the record and also on the Alabama authority that may allow  
25 equitable relief by way of taxpayers but doesn't allow

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1 affirmative recoveries from the county.

2 And so with respect to those aspects of the objection,  
3 the court will sustain the objection and the claim will be  
4 disallowed. Even if, however, someone may decide that I am  
5 wrong on that issue, there has basically been a concession  
6 today that the value of the claim is zero for purposes of a  
7 dollar payment by the county to the rate payers. And so based  
8 on that, there is no reason for me to have a subsequent hearing  
9 on valuation of the claim. It has already been conceded that  
10 they are not asking for payment of monies from the county. And  
11 so for purposes as a secondary position, should somebody  
12 disagree with my analysis of disallowing the claim, the court  
13 is going to go ahead and value the claim as an alternative  
14 basis only if there is some contention that I am wrong on the  
15 actual objection to the claim, but the claim is valued at zero  
16 dollars for purposes of a plan.

17 Anything further on that one by either party?

18 MR. DARBY: No, Your Honor.

19 THE COURT: Let's move on to the Wilson objection.

20 MR. DARBY: Your Honor, the claim of the Wilson  
21 parties, the proof of claim just refers to the attached  
22 complaint for declaratory relief and support for the proof of  
23 claim is a lawsuit that was filed in Jefferson county. And,  
24 again, two count claims, both counts demand declaratory and  
25 equitable relief, a finding of unreasonable and discriminatory

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1 rates and adjustment of rates.

2 So we are really on the same territory here.

3 THE COURT: A lot of it overlaps, yeah.

4 MR. DARBY: A great deal of it overlaps and there is a  
5 more specific request in the papers that --

6 THE COURT: Yeah, you have got - tell me if I have  
7 missed anything. Footnote three on page seven, you have  
8 basically the identical argument that these are claims of the  
9 county, not claims in this case of what I will call the Wilson  
10 plaintiffs.

11 That with respect to the claim for legal fees, that  
12 there are no statutory or case law authority that supports the  
13 payment of legal fees by, in this case, the county.

14 That they don't satisfy the class-action requirements  
15 for purposes of class certification, therefore they can't have  
16 a class claim.

17 6-5-20, along with 11-12-8 and 11-12-5 bar the  
18 particular claim with respect to an affirmative recovery from  
19 the county, at least until November 9<sup>th</sup> or anything that accrued  
20 up to November 9 of 2010. Did I miss anything?

21 MR. DARBY: No, that is correct, Your Honor. Just to  
22 clarify, the argument in the footnote is to the extent they are  
23 asserting any claim for payment, that is the county's claim.  
24 The papers don't appear to be even doing that. They appear to  
25 be just asserting equitable declaratory relief and an objection

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1 to rates. So it is the same ground we have traveled on that  
2 point.

3 This is an objection to confirmation. They have no  
4 objection to the settlement. They have objected to  
5 confirmation. Argue those issues there. It does not give rise  
6 to a right of payment from the county.

7 Thank you.

8 THE COURT: Mr. Benton.

9 MR. BENTON: Your Honor, if I might, obviously we  
10 think our situation is different than the Grigsby situation.

11 THE COURT: You are hoping, at least.

12 MR. BENTON: I am certainly hoping, after what I heard.  
13 First, let me deal with, I guess, his position was as a  
14 taxpayer, as I understand it. Our position is as a rate payer  
15 and the resolution that was adopted specifically identified  
16 that it was for the benefit of rate payers and so we are a  
17 direct third-party beneficiary of the county.

18 THE COURT: The resolution being which resolution?

19 MR. BENTON: That adopted the bonds or warrants that  
20 are in place now, not the ones contemplated.

21 We have addressed that, Your Honor, and let me also  
22 jump, to be a little more specific with the responses, we did  
23 attach our sixth amended and restated and consolidated  
24 complaint to the proof of claim and, more specifically than  
25 what Mr. Grigsby's complaint said, is in paragraph 420 of that.

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1           “The plaintiffs individually and on behalf of the  
2           class of rate payers of Jefferson County sewer system  
3           request not only that the bonds and swap transactions  
4           be declared null and void and be rescinded but that  
5           the monies paid be returned to Jefferson County  
6           specifically for the use and benefit of the Jefferson  
7           County sewer system and sewer rate payers.”

8           That is in paragraph two little “i.” It then says  
9           that they are illegal. That is three. But four little “i” then  
10          says:

11           “All fees, including excessive fees, paid to any  
12           advisor, consultant, placement agent or otherwise be  
13           returned to Jefferson County specifically for the use  
14           and benefit of the Jefferson County sewer system and  
15           the rate payers.”

16           Similar language is in (v) and then declared  
17           unconstitutional. Now, that is as to count one and let’s deal  
18           first, if I could, with count one, which is the part of the  
19           litigation that was raised by the rate payers in the Circuit  
20           Court Of Jefferson County.

21           In that litigation, as Your Honor is aware, or at  
22           least I believe is aware, there were all of the allegations,  
23           similar allegations of fraud and criminal activity and so forth  
24           by the Jefferson County Commissioners and by all of the named  
25           defendants. The prayer for relief does not seek just recovery

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1 from the third parties, meaning the underwriters and brokers  
2 but it says, in effect, all defendants is where they are  
3 seeking - is where we are seeking recovery.

4 THE COURT: Well, let's talk about that for a second.  
5 You have two counts, right?

6 MR. BENTON: Two counts, yes, sir.

7 THE COURT: And the prayers for relief were basically  
8 from about pages 65 on?

9 MR. BENTON: 67 on, yes, sir.

10 THE COURT: 65 is part of it, I think, too.

11 MR. BENTON: Okay. It could be. Oh, I am sorry, 67 is  
12 count two.

13 THE COURT: I did read it. I pulled it out. And if  
14 you look at the structure of what you asked for with respect to  
15 the improper payments, the overpayments, the fees, the  
16 complaint asked for those monies to be returned to the county  
17 for purposes of the rate payers' benefit, correct?

18 MR. BENTON: Correct.

19 THE COURT: And so the return of those monies would  
20 have to come from somebody other than the county; wouldn't it?

21 MR. BENTON: I think that would be presupposed.

22 THE COURT: All right. And so when I looked at counts  
23 one and two, the only place that I found that there is  
24 potentially an affirmative dollar recovery from the county is  
25 the demand for attorney's fees that the plaintiffs may incur.

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1 Did I miss something?

2 MR. BENTON: Respectfully I think that the affirmative  
3 recovery --

4 THE COURT: Your counsel over here can come up.

5 MR. BENTON: Sure. The affirmative recovery relates  
6 not just to the other defendants but that it be returned and  
7 then used for the use and benefit of the rate payers. I think  
8 that is an additional term -

9 THE COURT: I understand but my point, though, is for  
10 purposes - if I am doing a plan, all right, and the plan  
11 provides that various classes of creditors are treated in a  
12 particular way and I don't have it in front of me but, if the  
13 plan provides that with respect to rate payers, sewer rate  
14 payers, let's put it that way, that certain things occur, your  
15 objection would be to what happens in the plan with respect to  
16 the sewer rate payers, not necessarily with respect to third  
17 parties that might be returning monies of the county.

18 In other words, my point is --

19 MR. BENTON: But my point, Your Honor, is you are  
20 presupposing that the plan will be approved.

21 THE COURT: No, it may not be approved. I don't know  
22 but I am just --

23 MR. BENTON: Certainly we don't think it should be but  
24 my point there is, if it is not, we have got a claim.

25 THE COURT: Bear with me.

1 MR. BENTON: Excuse me.

2 THE COURT: You were with Jerry Schoel too long. That  
3 is a sidelight that only local people would know about.

4 The issue I have got is what claim today you have  
5 against the county that generates a right to payment, all  
6 right, under 101(5)(A) or (B), whichever one, okay, and I  
7 understand it doesn't have to be a judgment or anything else.  
8 But if we assume at some point - there are two tracks, all  
9 right. One is ultimately you get a recovery against third  
10 parties that are not the county for the return of monies, all  
11 right. The other is that there is some disposition of the  
12 entire matter in the context of a plan.

13 And if in fact there is a reduction in the outstanding  
14 indebtedness under the warrants by whatever dollar amount it is  
15 - and that could be lower, it could be higher, it could be the  
16 same as what you are seeking - the benefit would effectively  
17 flow that you are seeking to the rate payers, correct?

18 MR. BENTON: Your Honor, I think your question stopped  
19 prematurely on a given point and that is in the situation,  
20 forget the plan, whether the plan is approved or not approved  
21 and incorporates a settlement or not. You stopped about the  
22 recovery. This seeks in addition to a recovery --

23 THE COURT: I haven't gotten - go ahead.

24 MR. BENTON: In addition to the recovery, it requires,  
25 if you will, that that recovery then be paid to the rate

1 payers.

2 THE COURT: Bear with me. It would be not paid to the  
3 rate payers but potentially be used for the benefit of the rate  
4 payers.

5 MR. BENTON: Use and benefit.

6 MR. FIRTH: I think count two does have a direct  
7 payment aspect, though, Your Honor. You asked several minutes  
8 ago --

9 THE COURT: Bear with me. You are jumping ahead. I am  
10 slow, all right. And so the plan will deal with it one way or  
11 the other and you can object to the plan and deal with the plan  
12 treatment, okay. The other is you ultimately get some sort of  
13 judgment, all right, that effectively my assumption is you are  
14 going to ask that the judgment provide for that payment to be  
15 dealt with and the way that you want it dealt with.

16 MR. BENTON: Correct.

17 THE COURT: And so is there any contention that the  
18 county, if there were ultimately a judgment, wouldn't comply  
19 with the judgment?

20 MR. BENTON: Well, they defrauded the rate payers  
21 consistently. We have got a federal district judge who has  
22 taken over the personnel board. I don't know that there is any  
23 reason and rationale to believe that the county would comply  
24 with a judgment.

25 THE COURT: Well, the personnel board is a totally

1 separate issue.

2 MR. BENTON: I understand that but my point is, is  
3 there any reason to believe the county wouldn't comply with the  
4 judgment? Yes, sir.

5 THE COURT: The answer is the county might not comply  
6 with a confirmed plan. What is the difference? That is all  
7 speculation.

8 MR. BENTON: Right.

9 THE COURT: But my point is, for purposes of your  
10 claim, and I will ask you the same question I asked Mr.  
11 Grigsby, what it is that you are claiming. There is a blank  
12 for a dollar number on there. On your claim it really, I  
13 think, says to be determined or something like that.

14 MR. BENTON: It is contingent, unliquidated at the  
15 present time.

16 THE COURT: And so what I am trying to parse through  
17 here is what is the dollar amount that you ultimately think you  
18 are entitled to obtain from the county because in the  
19 complaint, your claim is even more so premised on the lawsuit  
20 and I'm going to let your co-counsel here talk in a second but  
21 count one clearly has no contention, it is all the nullity of  
22 what you call the bonds but I will call them warrants, that  
23 they are null and void and it is the same three indenture  
24 series and the warrants issued thereto that Mr. Grigsby had,  
25 and then you asked that all dollars paid be returned to

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1 Jefferson County for the benefit, I presume, for the rate  
2 payers.

3 Count two is very similar but let me hear what counsel  
4 has to say about why, because I didn't read it, there is some  
5 affirmative recovery other than with respect to count one and  
6 count two, the legal fees for plaintiff's counsel. And you all  
7 can consult on that but he seems to think there is something  
8 more in count two.

9 MR. BENTON: The legal fees, Your Honor, are tied  
10 simply to the class-action aspect and, if you don't put it in  
11 the complaint, you ain't going to get it. So the legal fees  
12 - there is no statutory claim for legal fees. It is simply  
13 from the Rule 7023 aspect of presupposing a class recovery -  
14 first, class certification and then class recovery.

15 THE COURT: Well, the county's argument is that the  
16 general rule in this country is that you, without some specific  
17 statutory authorization, and there is some case law that they  
18 don't think applies here, that you are not entitled to recover  
19 attorney fees, but let's hold that off to the side because your  
20 co-counsel indicated that he was of the opinion that count two  
21 had something more than the attorney fee request from the  
22 county.

23 MR. FIRTH: Yes, Your Honor, my point is simply this,  
24 and I'm not sure I will make it better than Lee, I just didn't  
25 want him to stand up here by himself, and that is --

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1 THE COURT: Oh, he can take care of himself.

2 MR. FIRTH: I know he can. To the extent that the rate  
3 structure at issue under that count is deemed to have been  
4 unreasonable, then the monies that were paid by the rate payer  
5 are due to - that exceed the reasonableness threshold are due  
6 to be returned directly to the rate payer. That money was paid  
7 to the county. That does result in a direct payment from the  
8 county to the rate payer. Now, there was some issue raised by  
9 Your Honor in a prior --

10 THE COURT: Wait a minute. The count asked for the  
11 return of all of these overpayments to the county from the  
12 other defendants.

13 MR. BENTON: We are talking two different animals, Your  
14 Honor.

15 MR. FIRTH: Two different counts, Your Honor. You  
16 asked me about count two.

17 THE COURT: I am looking at count two, also.

18 MR. FIRTH: That is what I am looking at, as well.  
19 Count two claims that the rate structure itself was  
20 unreasonable at the time we filed this complaint -

21 THE COURT: I got that, all right.

22 MR. FIRTH: So my position is simply that, if the rate  
23 structure, even if there has been a new one adopted, a new  
24 resolution adopted, which there was on September 23<sup>rd</sup>, that is  
25 then planned to be incorporated in a plan of adjustment to pay

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1 the refinancing warrants, or bonds, or whatever the right term  
2 is. Looking at the prior - if you look at the rate structure  
3 that was in effect at the time this was initially filed either  
4 in the state court action in front of Judge Johnson or in the  
5 current proofs of claim that we are here in front of you about  
6 today, even if those rates were unreasonable then under that  
7 prior rate structure, the difference between the unreasonable  
8 rate and what should have been reasonable, that money is due to  
9 be paid back to the ratepayer from the county. That money was  
10 collected by the county, paid to the county. That would result  
11 in a right of payment, a direct right of payment, from the  
12 county to the ratepayer.

13 I am not talking about voiding *ab initio* the swap  
14 agreements. Under count two it is that the rates themselves  
15 were unreasonable. Even if Your Honor were to determine that  
16 the rate - the swap -

17 THE COURT: I was just looking at your complaint. That  
18 is not specified in your complaint. Count two doesn't say  
19 that. The relief you request, I will read it to you, is that  
20 the rates be determined unreasonable, discriminatory,  
21 unaffordable and confiscatory and also that the rates be  
22 adjusted to a level that is reasonable, affordable in  
23 accordance with community and industry standards, and then the  
24 demand for payment of attorney's fees and costs associated with  
25 the proceedings.



1 MR. FIRTH: Yes, Your Honor, but under 101(5)(B), that  
2 would result and it would give rise to a right to payment  
3 because, if Your Honor were to determine or a court were to  
4 determine that the rate was, per se, unreasonable at the time,  
5 then that means that the rate payers overpaid. If there is an  
6 overpayment, then that does give rise to - Jefferson County  
7 can't hold on to that money.

8 THE COURT: Well, they didn't hold on to any of the  
9 money. I mean, first of all, a lot of it went through the  
10 receivership court whether I like it or you like it, all right,  
11 not the county.

12 MR. FIRTH: I understand but, as the collecting agency,  
13 the county would be responsible for paying that money back to  
14 the ratepayer.

15 THE COURT: Well, it would conceivably, under the best  
16 case scenario under your theory, you would have to concede what  
17 are determined to be operating expenses of the system would be  
18 part of the appropriate rates.

19 MR. FIRTH: Your Honor, you are correct to the extent  
20 that those are determined to be part of a reasonable fee  
21 structure. We would concede those, you are right, but things  
22 that go above and beyond that are not.

23 THE COURT: And the things that go above and beyond it,  
24 I would assume would be whatever bribes were included, if they  
25 were included within the context of those monies, whatever

1 other - I mean, are you challenging any of the capital issues,  
2 any of the expenditures on capital items? I don't know.

3 MR. BENTON: Respectfully, Your Honor, count two isn't  
4 necessarily based upon the fraud, the defalcation, and so forth  
5 by the county commissioners and others. It simply says the  
6 rate that was used for the last "x" number of years is an  
7 inappropriate rate that is in fact discriminatory and  
8 confiscatory.

9 THE COURT: Let's go back to a problem that I had to  
10 deal with earlier on. Why wouldn't that be subject to the  
11 administrative process with rate setting as distinguished from  
12 being a process that is adjudicated?

13 MR. BENTON: In *White v. City of Parrish*, rate payers  
14 have the standing to contest that in circuit court, which is  
15 what they had done here, to allege that those rates - I don't  
16 care if they were obtained by fraud or not, just the rates  
17 themselves were confiscatory, discriminatory, blah, blah and,  
18 if so, then they are sent back for a new determination.

19 THE COURT: I think the standard is reasonable; isn't  
20 it? You can add some other language but the standard is  
21 reasonable.

22 MR. BENTON: Well, it is more than that because  
23 confiscatory - excuse me - the discriminatory may not be a  
24 reasonableness standard or reasonable man standard. The words  
25 are there for a meaning, but the point that I am raising is it

1 begs the question of whether there was fraud involved or not.

2 THE COURT: Let's forget that.

3 MR. BENTON: Yeah, that is what I am saying, forget  
4 that. Count two, forget that. We say the rates themselves for  
5 "x" number of years were illegal, were inappropriate, they were  
6 too high and we are simply asking for a declaratory judgment  
7 that they be too high and, if so, then the excess be paid back.

8 THE COURT: But let me ask you a couple of questions.  
9 Until this year, there hasn't been a rate increase in almost a  
10 decade.

11 MR. BENTON: But they are like three hundred percent,  
12 the rates have gone up like three hundred percent in the period  
13 of time addressed there in the complaint.

14 THE COURT: Have you looked at your water bill lately?

15 MR. BENTON: Judge, I am not talking about my water  
16 bill. I am talking about this complaint --

17 THE COURT: I understand but percentages don't - if  
18 your rates are artificially low and they go up three hundred  
19 percent, that doesn't mean they are unreasonable.

20 MR. BENTON: And we may lose the lawsuit but we may win  
21 the lawsuit and, if we win the lawsuit on that point, on count  
22 two only, then the difference between what is determined to be  
23 reasonable and not is due to be refunded.

24 THE COURT: So my choice is to allow your claim and do  
25 an estimation procedure or to disallow your claim -

1 MR. BENTON: Well, respectfully, Judge, what is the  
2 point in an estimation procedure when an unliquidated claim  
3 gets a dollar vote? All I have got is a dollar vote.

4 THE COURT: You can argue about the plan at the plan  
5 but my point, though, is --

6 MR. BENTON: Oh, I intend to but my point is there is  
7 no point in an estimation procedure. We have got an adversary  
8 proceeding pending. I don't think there is any --

9 THE COURT: The answer is, yeah, it could take you  
10 years.

11 MR. BENTON: And it could.

12 THE COURT: And this case already has taken you years.  
13 You filed it in 2008 and we are five years down the road.

14 MR. BENTON: And the judge was very slow. I suspect  
15 you would not be.

16 MR. FIRTH: It is not for a lack of want or a lack of  
17 prosecution, Your Honor.

18 THE COURT: I am not saying you. It is just the  
19 reality of the world and --

20 MR. FIRTH: It is.

21 THE COURT: And the plan, if it goes forward, is on a  
22 much faster track. So if you survive, you're going to have to  
23 do an estimation.

24 MR. DARBY: Your Honor, can I interject a point?

25 THE COURT: Sure.

1 MR. DARBY: First of all, this business about returning  
2 the alleged overage to the rate payers is not in the complaint.

3 THE COURT: I know. That is my point.

4 MR. DARBY: That is not alleged. It is not in there.  
5 If they are trying to recover money that we have a claim to,  
6 then we are in footnote three and we have already been through  
7 that. If they are asserting some new and additional claim  
8 which is not in the complaint that any overage, as they call  
9 it, or any concessions the county gets from its creditors is  
10 due to be returned directly to the rate payers in the form of  
11 dollars, there is no law for that. There is no statute, there  
12 is no case law, there is nothing. So --

13 THE COURT: I think that their argument now has boiled  
14 down to with respect to something that might be within the  
15 right to payment provisions under 101(5)(A) and (B), that the  
16 right to payment arises solely from a determination that the  
17 rates are unreasonable, or illegal, or discriminatory or  
18 confiscatory, using their language and, to the extent they are,  
19 that the county has to write a check for it.

20 MR. BENTON: That is on count two, yes, sir.

21 THE COURT: I think that is what they are arguing on  
22 count two. As you pointed out and as I pointed out to them, it  
23 is not in count two.

24 MR. DARBY: It is not in there and, if that is the  
25 allegation, that is a claim that is unenforceable under state

1 law and is due to be disallowed under section 502. There is no  
2 statute or case law that suggests - you know, the fellow that  
3 was in here before has a statute that says an over collection  
4 of taxes must be refunded. They have not provided any state  
5 law to support the notion that, if this court finds that a rate  
6 is too high by a certain amount that the spread between what  
7 the county charged and what the county should have charged  
8 results in a right to payment for a refund or payment back to  
9 the rate payers.

10 That is an extraordinary assertion and there is no  
11 basis for it under the law and, if this claim objection process  
12 is going to go forward under that argument, there needs to be  
13 some law presented to this court that that presents a claim  
14 under Alabama state law.

15 MR. BENTON: What is the logic, Your Honor, that the  
16 county is arguing that they get to have --

17 THE COURT: You are going to argue that the law has  
18 logic to it in all instances?

19 MR. BENTON: Ironically, I might. That the county has  
20 a right to charge an illegal rate, it is determined to be  
21 illegal but they just get to keep the proceeds of their ill-  
22 gotten gain. There is no - unjust enrichment. Pick a theory.  
23 I cannot imagine that, if the rate is determined to be  
24 inappropriate, forget the illegality mess in count one, that  
25 they get to keep the illegally obtained - use the analogy, if

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1 you will, of when the law was declared --

2 THE COURT: Let me make this real simple. The law  
3 frequently is illogical.

4 MR. BENTON: I know that.

5 THE COURT: The rules of evidence frequently exclude  
6 evidence that is far more probative and has far greater weight  
7 than what they admit, all right. And if you go by the rules of  
8 evidence, you can get almost anything in, maybe limited but you  
9 can get it in, all right. And so I understand it may not be  
10 equitable, all right, from your point of view but what Mr.  
11 Darby is saying, you know, put on paper, tell us what statute  
12 or case law supports an affirmative recovery of rates that are  
13 subsequently determined to be inappropriate.

14 MR. BENTON: And you have said today is the date to  
15 somebody else and I don't have such a case, so all I can argue  
16 is logic. All I can argue is the unjust enrichment --

17 THE COURT: Let me ask do you know of any - I mean, you  
18 all --

19 MR. BENTON: No, I can't tell you Smith versus Jones.

20 THE COURT: This is you all's theory that is not really  
21 pled in count two, so my assumption is that, when you developed  
22 the theory, you looked at the statutes and the case law in  
23 order to make the argument to me. Is that a fair assumption  
24 about what a lawyer is supposed to do?

25 MR. BENTON: I think it is in count two but let's

1 assume it is not, as I understand the position, I can't tell  
2 you Smith versus Jones today. They get to keep the money they  
3 stole.

4 THE COURT: Well, but basically it really tells me the  
5 argument was just created.

6 MR. BENTON: No, sir, that is not correct at all.

7 THE COURT: I don't mean in a pejorative sense. I mean  
8 in the sense that there wasn't research done to see if it was  
9 supportable.

10 MR. BENTON: Again, I don't think that's correct  
11 because we have gotten past at the state court level the --

12 THE COURT: Theirs was a standing objection.

13 MR. BENTON: Correct and a 12(b).

14 MR. COUCH: We had to show injury, in fact, in that  
15 case, Judge, and we did -

16 THE COURT: I'm sorry. Come on up to the podium  
17 because -

18 MR. COUCH: And I am not going to argue standing here  
19 but in that --

20 THE COURT: Well, they are not arguing standing either.

21 MR. COUCH: But I had to show injury in fact at the  
22 state court and I cited the court, Judge Johnson, in those  
23 cases that did show that I had standing because I was injured,  
24 because I was charged a fee.

25 THE COURT: It was a motion to dismiss, correct?



1 MR. COUCH: It was.

2 THE COURT: And the standard is not necessarily what  
3 the standard is ultimately on a dispositive motion with respect  
4 to the claims in the case.

5 MR. COUCH: But I had to show injury in fact and that  
6 I was due a recovery from the county, among other people.

7 THE COURT: For purposes of the motion to dismiss, the  
8 degree that is required for evidence is somewhat different than  
9 for an ultimate recovery.

10 MR. BENTON: But isn't that -

11 MR. DARBY: Your Honor, what they had to show to  
12 establish standing is the payment of the rate or fee. They did  
13 not have to show a right of recovery.

14 MR. BENTON: Isn't that what we are here on, is a  
15 motion to dismiss?

16 MR. DARBY: And if there is a right --

17 MR. BENTON: I mean effectively because you parsed us  
18 down so that we could not do discovery on a claim and those  
19 kind of things, and here we are on a legal argument, do we have  
20 a claim or not and that, to me --

21 THE COURT: Hold on. One count in this complaint is in  
22 federal court. One count in this complaint is still back in  
23 state court.

24 MR. BENTON: Correct.

25 THE COURT: You are stayed effectively with respect to

1 the lawsuit for various reasons I don't need to go through  
2 again today. And what Mr. Darby is saying is, look, what was  
3 before the court was whether you had standing for purposes of  
4 the rates, not whether you had standing or the ability to  
5 recover monies that are determined to be based on excess rates.

6 MR. BENTON: They filed an answer, not a mandamus,  
7 accepting the ruling by the state court that the motion to  
8 dismiss was overruled. They have answered that state court  
9 complaint in its entirety.

10 Now, everybody else filed or many of us filed a  
11 mandamus and that is why that portion, for them, at least, is  
12 before the Alabama Supreme Court. But that aside, as I  
13 understand Your Honor's ruling on the motion to continue, when  
14 we were here last week, or whenever it was, we are basically  
15 here on a legal standard, is there a claim that can be filed  
16 and did we file such a claim in itself.

17 THE COURT: Is the claim that you filed within what is  
18 required to be a claim for purposes --

19 MR. BENTON: Within 105 or 101(5)(2)(b).

20 THE COURT: And they are not going to the underlying  
21 merits of the rates or anything like this. Theirs are really  
22 specific objections that I'm trying to parse through and one of  
23 the things I am trying to parse through is what is it that  
24 gives you an affirmative recovery and right now you can't tell  
25 me anything other than logic.

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1 MR. DARBY: Logic, Your Honor, and there is no law but,  
2 if there was, they would run straight into the presentment  
3 statute because this is a monetary claim, not just a claim for  
4 equitable relief.

5 THE COURT: Yeah, and you have argued that.

6 MR. COUCH: Your Honor, again, I am not parsing out  
7 standing or anything but at the state court I had to not only  
8 show injury in fact but that I was due or I had a method of  
9 recovery against the defendants in that case. That is what  
10 gave me standing and that was briefed by all of the parties who  
11 are represented and not represented in this courtroom and that  
12 is why the judge dismissed them because I was able to show  
13 those things. I not only showed that I had an injury in fact  
14 but that I had a method of recovery.

15 My point is do I have the case law to cite to you, no,  
16 I didn't know that I was going to be asked for that but I can  
17 certainly send you all of the briefing that was done at the  
18 court below.

19 THE COURT: One of their major arguments is it is not  
20 your claim.

21 MR. COUCH: That is what they argued in state court.  
22 That's exactly what they argued in state court and it was  
23 denied.

24 THE COURT: The claim that they are talking about deals  
25 with their ability to obtain an affirmative recovery from

1 somebody else.

2 MR. BENTON: The closest that I think Your Honor can -  
3 I don't mean to understand because you could understand any of  
4 it but my point is from a logic point of view - I think it's  
5 *Edwards* - but there was an occupational tax that was declared  
6 illegal. They had to give the money back. They couldn't keep  
7 their ill-gotten gain if the rates, not tax --

8 THE COURT: Depending on which occupation tax we are  
9 dealing with, the only thing that they paid back so far dealt  
10 with what had been held in escrow, less certain sums, if we are  
11 talking about the Jefferson County tax.

12 MR. DARBY: Exactly, Your Honor and in fact there was  
13 a specific ruling in that case that the taxpayers were not  
14 entitled to a retrospective claim. I mean, this is exactly the  
15 opposite of what were the rulings in those cases.

16 The only damages in those cases were the funds paid  
17 out of the taxes that we had escrowed. The retrospective  
18 claims were specifically not allowed.

19 MR. BENTON: And that is the case in chief. Again, I  
20 may lose the case in chief. I have done that more than once.  
21 That being said, do I have a claim for it? Yes, sir, I think  
22 I do.

23 THE COURT: The answer is, based on the pleadings, you  
24 don't.

25 MR. BENTON: Well, if that is true, then Your Honor has

1 ruled.

2 THE COURT: All right. The complaint doesn't ask for  
3 an affirmative recovery from the county by way of a refund of  
4 what would be classified as overpayments that were made in the  
5 past.

6 MR. BENTON: If that is Your Honor's ruling, we  
7 understand it. We are not necessarily going to accept it with  
8 finality but we understand it with respect to one and two.

9 THE COURT: Now, let me ask you this: The last issue  
10 that I want you to address is, is there any statutory or case  
11 law authority in Alabama that supports a recovery of attorney  
12 fees and expenses as plaintiffs in what I have denominated the  
13 Wilson lawsuit?

14 MR. BENTON: In a class-action, there is, and that  
15 presupposes that a class got certified and the class was  
16 successful. That is the only basis for our recovery of  
17 attorney's fees.

18 THE COURT: Mr. Darby.

19 MR. DARBY: Your Honor, you can't create a claim out of  
20 thin air by filing a proof of claim saying you want a class  
21 certified and then saying you have a claim for class counsel  
22 fees. It is totally circular and there is no independent basis  
23 under the law for them to assert an attorney's fees claim when  
24 they haven't asserted a legally valid right to payment on  
25 behalf of their purported clients.

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1 MR. BENTON: If we don't have a class claim, I concur.  
2 We were prevented from going forward with discovery both in the  
3 adversary proceeding and when we asked for a continuance of  
4 this based upon what they alleged in their objection.

5 That being said, if we can't go forward to prove that  
6 we have a class and have that class certified, no, we are not  
7 entitled to attorney's fees.

8 MR. DARBY: It isn't that they don't have a class  
9 claim; it is that they don't have a claim and, if they don't  
10 have a cognizable right to payment, regardless of the class  
11 certification issues, there is no way to bootstrap in a claim  
12 for class counsel fees. You can't establish a claim for  
13 attorney's fees based on a completely unenforceable alleged  
14 right of payment.

15 MR. BENTON: 105(B).

16 THE COURT: I am sorry, I didn't hear you.

17 MR. BENTON: Excuse me. 105 - excuse me - 101(5)(B),  
18 equitable remedy for breach of performance if such breach gives  
19 rise to a right to payment. We believe that we have made  
20 allegations in both counts one and two and the prayer for  
21 relief specifically in count one and by just commonsense with  
22 count two, that we have addressed that scenario under  
23 101(5)(B), a right to payment albeit contingent and  
24 unliquidated.

25 THE COURT: And in count one, the only thing you are

1 seeking payment from are everybody that is a defendant other  
2 than the county?

3 MR. BENTON: We are seeking from all - we are seeking,  
4 in effect, as a conduit, if you will, using the county but, to  
5 the extent the county recovers any of that, then my clients are  
6 due that.

7 THE COURT: That's your position for which -

8 MR. BENTON: That's my position but let me stop for  
9 just a moment, Your Honor. We have got three individuals here  
10 whether we are a class or not and the three individuals paid  
11 that excess rate in count two, and we think they are due that  
12 money back. Just like these three individuals, whether they  
13 are a class or not, we think they are due their portion of the  
14 money in count one. So it doesn't matter whether it is a class  
15 claim or not. For the attorney's fees, it does, but that's  
16 all.

17 THE COURT: What Mr. Darby says is, look, whether there  
18 is a class or not a class, you can't recover any money from the  
19 county.

20 MR. BENTON: I heard what he said and, if that is Your  
21 Honor's position, I understand it.

22 THE COURT: Well, I mean, I am asking you to give me  
23 some authority that says you can. I don't know. They don't  
24 know of any.

25 MR. BENTON: I have addressed it in the prayer for

1 relief in both of them and that is the best I have got. It is  
2 there in black and white.

3 THE COURT: So the prayer for relief is the best you  
4 got?

5 MR. BENTON: Yes, sir. It says we want to get paid  
6 that way, and that is what it says.

7 THE COURT: All right. Anything else?

8 MR. BENTON: No, sir.

9 THE COURT: In connection with the county's objection  
10 to what I will refer to as the Wilson claim, one of their  
11 objections is the claim, if it is cognizable, belongs to the  
12 county and another is that there is no legal authority with  
13 respect to the payment of monies by the county to the Wilson  
14 claimants and there is no legal authority to pay legal fees on  
15 behalf of the Wilson claimants.

16 Another is that there is no satisfaction of the class  
17 claims requirement, mainly because we don't have a class  
18 certified at this time.

19 Another is that, based on Alabama Code 6-5-20 and some  
20 related statutes, 11-12-8 and 11-12-5, that the claims, even  
21 assuming for argument purposes, entitle the Wilson claimants to  
22 a recovery against the county. The recovery with respect to  
23 those claims that accrued before November 9 of 2010 would have  
24 had to have been presented within a year from their accrual to  
25 the county, principally on reliance of 6-5-20.

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1           The argument on the claims belonging to the county in  
2 this case with respect to count one is essentially the same  
3 argument as being made in what I refer to as the Bennett or  
4 Royal lawsuit, and it is the same legal authority that I went  
5 through in that one and I won't repeat it. And that claim is  
6 really one that is a direct injury to the county for which it  
7 has a right to bring the claim. It actually has some pending  
8 actions. We are dealing with the validity of certain aspects  
9 of the three indentures, among others, that are questioned by  
10 the Wilson claimants. So with respect to count one, that  
11 particular claim, portion of the claim, the objection of the  
12 county is sustained on that basis.

13           Additionally, with respect to counts one and two,  
14 there is no demand for a dollar recovery against the county.  
15 It is basically a pass-through argument, other than count two's  
16 portion that seeks a determination that there has been an  
17 overcharge of rates by the county with respect to sewer rate  
18 payers. And even if I assume that that may be the ultimate  
19 outcome, there effectively is in the complaint - and this  
20 particular claim is premised exclusively on the complaint,  
21 unlike Mr. Grigsby's representations with respect to the  
22 Bennett litigation.

23           And so if you look at the complaint itself, it doesn't  
24 ask for any affirmative recovery with respect to overpayments  
25 on rates. It simply doesn't. Additionally, it doesn't deal

1 with the issue that is raised by 6-5-20, and I have been cited  
2 to no authority that authorizes an affirmative recovery for  
3 overpayment of rates simply because they were overpaid by the  
4 county. I have been given logical arguments but no statutory  
5 or case law authority.

6 And so with respect to both of the counts to the  
7 extent that there is any sought recovery against the county, I  
8 don't have any authority that has been given to me that  
9 supports such a recovery. It may support a recovery against  
10 other parties but not the county.

11 With respect to not satisfying the class claim  
12 requirements at this time, I have been through this before in  
13 the Bennett objection and, if you look at the case law  
14 authority, until there is either a determination of  
15 certification or not certification, there should be a tentative  
16 assumption that there is a class and a class claim that can  
17 potentially go forward. In this case, the county's position on  
18 that, I don't accept.

19 And so with respect to the issues that the county has  
20 argued dealing with whose claim any affirmative recovery is,  
21 principally count one; with respect to the absence of any  
22 authority to recover affirmatively by way of money damages from  
23 the county; and with respect to the failure to present the  
24 claim as it accrued within the one-year period under 6-5-20, I  
25 am going to sustain the objection and disallow the claim on

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1 those bases.

2 That does not prevent the parties from arguing some of  
3 their arguments in connection with the confirmation.

4 All right. Anything else for today, Mr. Darby?

5 MR. DARBY: Your Honor, if the court will indulge, I  
6 wanted to take a couple of minutes just to update the court on  
7 the status of the plan.

8 Your Honor, the voting in favor of the plan was  
9 overwhelmingly positive. Some three point nine billion dollars  
10 worth of claims voted yes and less than eighteen million voted  
11 no. There is acceptance of all classes that have voted.

12 The objections to confirmation are primarily asserted  
13 by the people that are here today and we will take those up at  
14 confirmation but there aren't really any substantive objections  
15 to confirmation besides that.

16 Without limitation, we have reached agreed language  
17 with the Securities and Exchange Commission that resolves any  
18 objection by them.

19 We are also under, so far right now, the twenty-five  
20 million dollar cap for tail risk on the commuted insurance  
21 policies. There is a rescission process that the court is  
22 familiar with but, for now, we are well under twenty million  
23 dollars in our exposure there and we have a twenty-five million  
24 dollar cap.

25 So from a legal standpoint, everything is going well

1 towards confirmation.

2 Now, the reason I am up here talking is that the court  
3 is aware through judicial knowledge of the financing issues  
4 related to market risk under the plan. It is a very challenged  
5 market. Puerto Rico, Detroit, the debt ceiling controversy,  
6 new policy at the Fed on quantitative easing, all of these  
7 things have resulted in a spike of interest rates that far  
8 exceeds what we had provided for under the plan support  
9 agreements.

10 As the court is aware, we are trying to deal with  
11 that. We are engaging in additional negotiations with our  
12 creditors and those will continue next week.

13 But in the meantime, Your Honor, I wanted the court to  
14 be aware that the plan support agreements that are part of this  
15 court's record, section 8.1(b) provides for a process where, if  
16 the county determines in good faith that the plan is not  
17 economically acceptable in accordance with the approved  
18 financing plan, that the county may provide notice of that to  
19 its creditors.

20 That notice invokes a fifteen-day negotiation period,  
21 or cooling-off period, and during that fifteen days no party  
22 may terminate the PSA. So the notice is designed to put a  
23 fifteen-day negotiation period in place and no one can  
24 terminate for fifteen days.

25 If the notice is not rescinded within those fifteen

1 days, any party can terminate the five days thereafter. So  
2 termination can only occur through the further affirmative  
3 action of the county or some other party in days sixteen  
4 through twenty.

5 If that does not happen, then this whole process  
6 stops, goes away, and the plan support agreements remain in  
7 effect.

8 I just wanted the court to know that we are working on  
9 this and that the county commission today in about an hour will  
10 consider resolutions to invoke that fifteen-day period. It is  
11 consistent with our efforts to try to close the gap, the  
12 funding gap, and get concessions that allow the plan to go  
13 forward.

14 THE COURT: And so - and you don't have to answer this.  
15 If you get a notice of termination, is there anticipation of  
16 what the county will effectively do following that?

17 MR. DARBY: Well, under those circumstances, I can't  
18 say with certainty but, under those circumstances, it is  
19 unlikely that we would be able to go forward with confirmation  
20 because we would not have the concessions necessary to present  
21 an acceptable plan that is feasible.

22 THE COURT: All right.

23 MR. DARBY: But this is all driven by the market  
24 factors that we don't control.

25 THE COURT: No, I mean, the issue was upfront. Mr.

1 Klee was upfront at the hearing that we had on the disclosure  
2 statement and you had, I think, a fifty basis point margin of  
3 error and, at that point, it was potentially problematic and so  
4 --

5 MR. DARBY: At the time, fifty basis points seemed  
6 generous. That was a greater swing than anyone could ever  
7 document in the history of public finance but, of course, as  
8 various black swans appeared with Detroit, Puerto Rico, other  
9 things, there is a lot of turmoil in the market and the plan we  
10 have simply does not account for that large of a swing in  
11 interest rates. So it is something that we are going to have  
12 to address, you know, if we are able to --

13 THE COURT: So the contemplation is there will be a  
14 decision today what to do or not to do on the notice?

15 MR. DARBY: The contemplation, I don't know what the  
16 county commission is going to do.

17 THE COURT: What I am trying to figure out is we have  
18 got, starting November 12, and today is, what, the 18th.

19 MR. DARBY: The purpose behind the issuance of the  
20 notice today, or one of the purposes is to allow this fifteen-  
21 day period to run in advance of various confirmation deadlines.

22 THE COURT: All right. That is what I was trying to  
23 do, a quick calculation as to --

24 MR. DARBY: If the notice goes out today, we would be  
25 able to rescind it as late as October 5th -

1 THE COURT: November?

2 MR. DARBY: I am sorry, October 30<sup>th</sup> would be our last  
3 day to rescind. If there is no rescission, then the five-day  
4 period to terminate would run from that day through November 4<sup>th</sup>  
5 or 5<sup>th</sup>.

6 THE COURT: 5<sup>th</sup> or 6<sup>th</sup>, whatever it is.

7 MR. DARBY: And I think that is the deadline for us to  
8 respond to objections to the plan. So we would know at that  
9 point. It is over a week - about a week in advance of the  
10 confirmation hearing, and that is when we will have something  
11 substantive to report hopefully.

12 THE COURT: Anything further?

13 MR. DARBY: Thank you for your time, Your Honor.

14 THE COURT: All right. We will stand adjourned.  
15 Actually would you submit a proposed order, circulate it for  
16 the various parties, proposed orders?

17 MR. DARBY: Yes, Your Honor.

18 (Off the record at 1:05 p.m.)

## C E R T I F I C A T E

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/s/ Patricia Basham

Patricia Basham, Transcriber

Date: October 22, 2013



**EXHIBIT A**

**MASTER SERVICE LIST**

**VIA E-MAIL:**

Jefferson County, Alabama c/o Patrick Darby c/o Jay Bender Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North Birmingham, AL 35203 <a href="mailto:pdarby@babbc.com">pdarby@babbc.com</a> <a href="mailto:jbender@babbc.com">jbender@babbc.com</a>	Jefferson County Special Counsel J.F. "Foster" Clark, Esq. Balch & Bingham, LLP 1901 6th Avenue North 2600 AmSouth Harbert Plaza Birmingham, AL 35203-4644 <a href="mailto:fclark@balch.com">fclark@balch.com</a>
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<p>Jefferson County, Alabama c/o Kenneth Klee c/o Lee Bogdanoff c/o Robert J. Pfister c/o Whitman L. Holt c/o Samuel M. Kidder Klee, Tuchin, Bogdanoff &amp; Stern, LLP 1999 Avenue of the Stars, Thirty-Ninth Floor Los Angeles, CA 90067-5061 <a href="mailto:kklee@ktbslaw.com">kklee@ktbslaw.com</a> <a href="mailto:lbogdanoff@ktbslaw.com">lbogdanoff@ktbslaw.com</a> <a href="mailto:rpfister@ktbslaw.com">rpfister@ktbslaw.com</a> <a href="mailto:skidder@ktbslaw.com">skidder@ktbslaw.com</a></p>	<p>Jefferson County Special Counsel J. Hobson Presley, Jr. Balch &amp; Bingham LLP 1901 Sixth Avenue North Suite 1500 Birmingham, Alabama 35203-4642 <a href="mailto:hpresley@balch.com">hpresley@balch.com</a></p>
<p>The Bank of New York Mellon, as Indenture Trustee c/o Gerald F. Mace c/o Michael R. Paslay c/o David E. Lemke, Esq. c/o Ryan K. Cochran, Esq. c/o Paul S. Davidson Waller Lansden Dortch &amp; Davis, LLP 511 Union Street, Suite 2700 Nashville, TN 37219 <a href="mailto:Gerald.Mace@wallerlaw.com">Gerald.Mace@wallerlaw.com</a> <a href="mailto:Mike.Paslay@wallerlaw.com">Mike.Paslay@wallerlaw.com</a> <a href="mailto:David.Lemke@wallerlaw.com">David.Lemke@wallerlaw.com</a> <a href="mailto:Ryan.Cochran@wallerlaw.com">Ryan.Cochran@wallerlaw.com</a> <a href="mailto:Paul.Davidson@wallerlaw.com">Paul.Davidson@wallerlaw.com</a></p>	<p>Bankruptcy Administrator for the Northern District of Alabama (Birmingham) Office of the Bankruptcy Administrator c/o J. Thomas Corbett, Esq. United States Bankruptcy Court Robert S. Vance Federal Building 1800 5th Ave. North Birmingham AL 35203 <a href="mailto:Thomas_Corbett@alnb.uscourts.gov">Thomas_Corbett@alnb.uscourts.gov</a></p>

<p>The Bank of New York Mellon, as Indenture Trustee  c/o Bridget M. Schessler  The Bank of New York Mellon Trust Company, N.A.  525 William Penn Place, 7<sup>th</sup> Floor  Pittsburgh, PA 15259  <a href="mailto:bridget.schessler@bnymellon.com">bridget.schessler@bnymellon.com</a></p>	<p>The Bank of New York Mellon, as Indenture Trustee  c/o Larry Childs, Esq.  c/o Brian J. Malcom, Esq.  c/o Heath A. Fite, Esq.  Waller Lansden Dortch &amp; Davis, LLP  Regions Harbert Plaza  1901 Sixth Avenue North, Suite 1400  Birmingham, AL 35203  <a href="mailto:Larry.Childs@wallerlaw.com">Larry.Childs@wallerlaw.com</a>  <a href="mailto:Brian.Malcom@wallerlaw.com">Brian.Malcom@wallerlaw.com</a>  <a href="mailto:Heath.Fite@wallerlaw.com">Heath.Fite@wallerlaw.com</a></p>
<p>The Bank of New York Mellon  c/o Debra L. Felder  Orrick, Herrington, &amp; Sutcliffe LLP  Columbia Center  1152 15<sup>th</sup> Street, N.W.  Washington, D.C. 20005-1706  <a href="mailto:dfelder@orrick.com">dfelder@orrick.com</a></p>	<p>JPMorgan Chase Bank, as Liquidity Agent  c/o Steve Fuhrman  Simpson Thacher &amp; Bartlett LLP  425 Lexington Avenue  New York, New York 10017  <a href="mailto:sfuhrman@stblaw.com">sfuhrman@stblaw.com</a></p>
<p>U.S. Bank, National Association, as Paying Agent  2204 Lakeshore Drive Suite 302  Mail Code: EX-AL-WWPH  Homewood, AL 35209  <a href="mailto:felicia.cannon@usbank.com">felicia.cannon@usbank.com</a>  <a href="mailto:steve.hodges@usbank.com">steve.hodges@usbank.com</a></p>	<p>The Bank of New York Mellon  c/o Thomas C. Mitchell  Orrick, Herrington &amp; Sutcliffe LLP  The Orrick Building  405 Howard Street  San Francisco, CA 94105-2669  <a href="mailto:tmitchell@orrick.com">tmitchell@orrick.com</a></p>
<p>Bank of America, N.A.  c/o David L. Eades  c/o Daniel G. Clodfelter  c/o David S. Walls  Moore &amp; Van Allen, PLLC  100 North Tryon Street, Suite 4700  Charlotte, NC 28202-4003  <a href="mailto:davideades@mvalaw.com">davideades@mvalaw.com</a>  <a href="mailto:danclodfelter@mvalaw.com">danclodfelter@mvalaw.com</a>  <a href="mailto:davidwalls@mvalaw.com">davidwalls@mvalaw.com</a></p>	<p>The Bank of New York Mellon  Sirote &amp; Permut, P.C.  c/o Stephen B. Porterfield  c/o Donald Wright  2311 Highland Avenue South  Birmingham, AL 35205  <a href="mailto:sporterfield@sirote.com">sporterfield@sirote.com</a>  <a href="mailto:dwright@sirote.com">dwright@sirote.com</a></p>

<p>Blue Ridge Investments, LLC  Affiliate of Bank of America, N.A.  c/o David L Eades  c/o Daniel G. Clodfelter  c/o David S. Walls  Moore &amp; Van Allen, PLLC  100 North Tryon Street, Suite 4700  Charlotte, NC 28202-4003  <a href="mailto:davideades@mvalaw.com">davideades@mvalaw.com</a>  <a href="mailto:danclodfelter@mvalaw.com">danclodfelter@mvalaw.com</a>  <a href="mailto:davidwalls@mvalaw.com">davidwalls@mvalaw.com</a></p>	<p>Blue Ridge Investments, LLC  Affiliate of Bank of America, N.A.  c/o Cathleen Curran Moore  Burr &amp; Forman LLP  420 North 20<sup>th</sup> Street, Suite 3400  Birmingham, AL 35203  <a href="mailto:cmoore@burr.com">cmoore@burr.com</a></p>
<p>Bank of America, N.A.  c/o Joe A. Joseph  c/o Clifton C. Mosteller  c/o Cathleen Curran Moore  Burr &amp; Forman LLP  420 North 20<sup>th</sup> Street, Suite 3400  Birmingham, AL 35203  <a href="mailto:jjoseph@burr.com">jjoseph@burr.com</a>  <a href="mailto:cmostell@burr.com">cmostell@burr.com</a>  <a href="mailto:cmoore@burr.com">cmoore@burr.com</a></p>	<p>JPMorgan Chase Bank  c/o Steve M. Fuhrman, Esq.  c/o Mary Beth Forshaw  c/o Elisha David Graff  c/o Thomas C. Rice  c/o William T. Russell, Jr.  Simpson Thacher &amp; Bartlett LLP  425 Lexington Avenue  New York, NY 10017  <a href="mailto:sfuhrman@stblaw.com">sfuhrman@stblaw.com</a>  <a href="mailto:mforshaw@stblaw.com">mforshaw@stblaw.com</a>  <a href="mailto:egraff@stblaw.com">egraff@stblaw.com</a>  <a href="mailto:trice@stblaw.com">trice@stblaw.com</a>  <a href="mailto:wrussell@stblaw.com">wrussell@stblaw.com</a></p>
<p>State Street Bank and Trust Company  c/o William W. Kannel  c/o Adrienne K. Walker  Mintz, Levin, Cohn, Ferris, Glovsky and  Popeo, P.C.  One Financial Center  Boston, MA 02111  <a href="mailto:wkannel@mintz.com">wkannel@mintz.com</a>  <a href="mailto:awalker@mintz.com">awalker@mintz.com</a></p>	<p>Regions Bank  c/o Jayna Partain Lamar  c/o J. Leland Murphree  Maynard Cooper &amp; Gale, P.C.  AmSouth/Harbert Plaza, Suite 2400  1901 6th Avenue North  Birmingham, AL 35203-2618  <a href="mailto:jlamar@maynardcooper.com">jlamar@maynardcooper.com</a>  <a href="mailto:lmurphree@maynardcooper.com">lmurphree@maynardcooper.com</a></p>

<p>State Street Bank and Trust Company  Sirote &amp; Permut, P.C.  c/o Stephen B. Porterfield  c/o Donald Wright  2311 Highland Avenue South  Birmingham, AL 35205  <a href="mailto:sporterfield@sirote.com">sporterfield@sirote.com</a>  <a href="mailto:dwright@sirote.com">dwright@sirote.com</a></p>	<p>Regions Bank, as Trustee  c/o Brian P. Hall  Smith, Gambrell &amp; Russell, LLP  Promenade II, Suite 3100  1230 Peachtree Street, N.E.  Atlanta, Georgia 30309-3592  <a href="mailto:bhall@sgrlaw.com">bhall@sgrlaw.com</a></p>
<p>Societe Generale  c/o Mark J. Fiekers  c/o Joyce T. Gorman  Ashurst LLP  1875 K Street N.W., Suite 750  Washington, DC 20006  <a href="mailto:mark.fiekers@ashurst.com">mark.fiekers@ashurst.com</a>  <a href="mailto:joyce.gorman@ashurst.com">joyce.gorman@ashurst.com</a></p>	<p>Financial Guaranty Insurance Company  c/o William H. Patrick, III  c/o Tristan E. Manthey  c/o Cherie Dessauer Nobles  Heller, Draper, Patrick &amp; Horn, L.L.C.  650 Poydras Street, Suite 2500  New Orleans, Louisiana 70130-6103  <a href="mailto:wpatrick@hellerdraper.com">wpatrick@hellerdraper.com</a>  <a href="mailto:tmanthey@hellerdraper.com">tmanthey@hellerdraper.com</a>  <a href="mailto:cnobles@hellerdraper.com">cnobles@hellerdraper.com</a></p>
<p>Financial Guaranty Insurance Company  c/o Robert K. Spotswood  c/o Michael T. Sansbury  c/o Emily J. Tidmore  c/o Grace L. Kipp  Spotswood Sansom &amp; Sansbury LLC  One Federal Place  1819 Fifth Avenue North  Suite 1050  Birmingham, Alabama 35203  <a href="mailto:rks@spotswoodllc.com">rks@spotswoodllc.com</a>  <a href="mailto:msansbury@spotswoodllc.com">msansbury@spotswoodllc.com</a>  <a href="mailto:etidmore@spotswoodllc.com">etidmore@spotswoodllc.com</a>  <a href="mailto:gkipp@spotswoodllc.com">gkipp@spotswoodllc.com</a></p>	<p>Financial Guaranty Insurance Company  c/o H. Slayton Dabney, Jr.  Dabney, PLLC  303 Grande Court  Richmond, Virginia 23229  <a href="mailto:sdabney@dabneypllc.com">sdabney@dabneypllc.com</a></p>

<p>Assured Guaranty Municipal Corp.  c/o Chadbourne &amp; Parke, LLP  Lawrence A. Larose, Esq.  Samuel S. Kohn, Esq.  30 Rockefeller Plaza  New York, NY 10112  <a href="mailto:llarose@chadbourne.com">llarose@chadbourne.com</a>  <a href="mailto:skohn@chadbourne.com">skohn@chadbourne.com</a></p>	<p>Receiver for County's Sewer System  John S. Young, Jr. LLC, as Receiver  c/o Baker, Donelson, Bearman, Caldwell &amp; Berkowitz, P.C.  Timothy M. Lupinacci, Esq.  W. Patton Hahn, Esq.  Daniel J. Ferretti, Esq.  Bill D. Bensinger, Esq.  1600 Wells Fargo Tower  Birmingham, AL 35203  <a href="mailto:tlupinacci@bakerdonelson.com">tlupinacci@bakerdonelson.com</a>  <a href="mailto:phahn@bakerdonelson.com">phahn@bakerdonelson.com</a>  <a href="mailto:dferretti@bakerdonelson.com">dferretti@bakerdonelson.com</a>  <a href="mailto:bbensinger@bakerdonelson.com">bbensinger@bakerdonelson.com</a></p>
<p>Assured Guaranty Municipal Corp.  c/o Mark P. Williams  Norman, Wood, Kendrick &amp; Turner  Financial Center – Suite 1600  505 20<sup>th</sup> Street North  Birmingham, AL 35203  <a href="mailto:mpwilliams@nwkt.com">mpwilliams@nwkt.com</a></p>	<p>Receiver for County's Sewer System  John S. Young, Jr. LLC, as Receiver  c/o Baker, Donelson, Bearman, Caldwell &amp; Berkowitz, P.C.  Joe A. Conner  1800 Republic Centre  633 Chestnut Street  Chattanooga, TN 37450  <a href="mailto:jconner@bakerdonelson.com">jconner@bakerdonelson.com</a></p>
<p>Syncora Guarantee, Inc.  c/o Quinn Emanuel Urquhart &amp; Sullivan, LLP  c/o Jonathan E. Pickhardt  c/o Jake M. Shields  c/o Susheel Kirpalani  c/o Daniel Holzman  c/o Eric Kay  c/o Robert S. Loigman  c/o Xochitl Strohbehn  51 Madison Avenue, 22<sup>nd</sup> Floor  New York, NY 10010  <a href="mailto:jonpickhardt@quinnemanuel.com">jonpickhardt@quinnemanuel.com</a>  <a href="mailto:jakeshields@quinnemanuel.com">jakeshields@quinnemanuel.com</a>  <a href="mailto:susheelkirpalani@quinnemanuel.com">susheelkirpalani@quinnemanuel.com</a>  <a href="mailto:danielholzman@quinnemanuel.com">danielholzman@quinnemanuel.com</a>  <a href="mailto:erickay@quinnemanuel.com">erickay@quinnemanuel.com</a>  <a href="mailto:robertloigman@quinnemanuel.com">robertloigman@quinnemanuel.com</a>  <a href="mailto:xochitlstrohbehn@quinnemanuel.com">xochitlstrohbehn@quinnemanuel.com</a></p>	<p>Jefferson County Personnel Board  c/o Lee R. Benton  c/o Jamie A. Wilson  Benton &amp; Centeno, LLP  2019 3<sup>rd</sup> Avenue North  Birmingham, AL 35203  <a href="mailto:lbenton@bcattys.com">lbenton@bcattys.com</a>  <a href="mailto:jwilson@bcattys.com">jwilson@bcattys.com</a></p>

<p>Bayern LB  c/o Edward A. Smith  Venable  Rockefeller Center  1270 Avenue of the Americas  Twenty-fifth Floor  New York, NY 10020  <a href="mailto:EASmith@Venable.com">EASmith@Venable.com</a></p>	<p>Bayern LB  c/o Joseph Campagna  Vice President  560 Lexington Avenue  New York, New York 10022  <a href="mailto:jcampagna@bayernlbnny.com">jcampagna@bayernlbnny.com</a></p>
<p>Societe Generale  c/o Christopher Blackwell  c/o Dan Schulman  Ashurst LLP  Times Square Tower  7 Times Square  New York, NY 10036  <a href="mailto:Christopher.Blackwell@ashurst.com">Christopher.Blackwell@ashurst.com</a>  <a href="mailto:Dan.Schulman@ashurst.com">Dan.Schulman@ashurst.com</a></p>	<p>Ambac Assurance Corporation  c/o Charles L. Denaburg  Najjar Denaburg, P.C.  2125 Morris Avenue  Birmingham, AL 35203  <a href="mailto:cdenaburg@najjar.com">cdenaburg@najjar.com</a></p>
<p>Jeffrey Weissman, D.D.S.  Jeffrey Weissman, D.D.S., P.C.  Keith Shannon  Individually and as Class Representatives  c/o Wilson F. Green  Fleenor &amp; Green, LLP  204 Marina Drive, Ste.200  Tuscaloosa, AL 35406  <a href="mailto:wgreen@fleenorgreen.com">wgreen@fleenorgreen.com</a></p>	<p>Ambac Assurance Corporation  c/o Miles W. Hughes  c/o William P. Smith  c/o Robert A. Dall'Asta  c/o Greg Kopacz  McDermott Will &amp; Emery LLP  227 West Monroe Street  Chicago, Illinois 60606  <a href="mailto:mwhughes@mwe.com">mwhughes@mwe.com</a>  <a href="mailto:wsmith@mwe.com">wsmith@mwe.com</a>  <a href="mailto:rdallasta@mwe.com">rdallasta@mwe.com</a>  <a href="mailto:gkopacz@mwe.com">gkopacz@mwe.com</a></p>
<p>Jeffrey Weissman, D.D.S.  Jeffrey Weissman, D.D.S., P.C.  Keith Shannon  Individually and as Class Representatives  c/o Brian R. Walding  WALDING, LLC  505 20<sup>th</sup> Street North, Suite 620  Birmingham, AL 35203  <a href="mailto:bwalding@waldinglaw.com">bwalding@waldinglaw.com</a></p>	<p>Ambac Assurance Corporation  c/o Gregory Andrew Kopacz  McDermott Will &amp; Emery LLP  340 Madison Avenue  New York, New York 10173-1922  <a href="mailto:gkopacz@mwe.com">gkopacz@mwe.com</a></p>

<p>City of Birmingham  c/o Michael M. Fliegel  Assistant City Attorney  Legal Dept.  710 20<sup>th</sup> Street North  Birmingham, AL 35203  <a href="mailto:Mike.Fliegel@ci.birmingham.al.us">Mike.Fliegel@ci.birmingham.al.us</a></p>	<p>J.P. Morgan Securities, Inc.  JPMorgan Chase Bank, N.A.  c/o Clark R. Hammond  Johnston Barton Proctor &amp; Rose, LLP  569 Brookwood Village, Suite 901  Birmingham, AL 35209  <a href="mailto:crh@johnstonbarton.com">crh@johnstonbarton.com</a></p>
<p>Societe Generale  c/o Donald M. Wright  c/o Stephen B. Porterfield  Sirote &amp; Permutt, P.C.  2311 Highland Avenue South  Birmingham, AL 35205  <a href="mailto:dwright@sirote.com">dwright@sirote.com</a>  <a href="mailto:sporterfield@sirote.com">sporterfield@sirote.com</a></p>	<p>JPMorgan Chase Bank, N.A.  c/o Lindan J. Hill  Johnston Barton Proctor &amp; Rose, LLP  569 Brookwood Village, Suite 901  Birmingham, AL 35209  <a href="mailto:lhill@johnstonbarton.com">lhill@johnstonbarton.com</a></p>
<p>National Public Finance Guarantee Corp.  c/o Benjamin S. Goldman  Hand Arendall LLC  1200 Park Place Tower  2001 Park Place North  Birmingham, AL 35203  <a href="mailto:bgoldman@handarendall.com">bgoldman@handarendall.com</a></p>	<p>Anne Elizabeth McGowin, Esq.  Legal Advisor  Office of the Governor  State of Alabama  State Capitol, Room NB-05  600 Dexter Avenue  Montgomery, AL 36130  <a href="mailto:anneelizabeth.mcgowin@finance.alabama.gov">anneelizabeth.mcgowin@finance.alabama.gov</a></p>
<p>National Public Finance Guarantee Corp.  c/o Mark A. Cody  Jones Day  77 West Wacker  Chicago, IL 60601-1676  <a href="mailto:macody@jonesday.com">macody@jonesday.com</a></p>	<p>City of Center Point, Alabama  c/o Robert C. Keller  Russo, White &amp; Keller, P.C.  315 Gadsden Highway, Suite D  Birmingham, AL 35235  <a href="mailto:rjlawoff@bellsouth.net">rjlawoff@bellsouth.net</a></p>



<p>Syncora Guarantee, Inc.  c/o Matthew Scheck  Quinn Emanuel Urquhart &amp; Sullivan, LLP  865 South Figueroa Street, 10<sup>th</sup> Floor  Los Angeles, CA 90017  <a href="mailto:matthewscheck@quinnemanuel.com">matthewscheck@quinnemanuel.com</a></p>	<p>Syncora Guarantee, Inc.  c/o Richard P. Carmody  c/o Lawrence J. McDuff  c/o Russell J. Rutherford  c/o David K. Bowsher  Adams and Reese LLP  Regions Harbert Plaza  1901 6<sup>th</sup> Avenue North, Suite 3000  Birmingham, AL 35203  <a href="mailto:Richard.Carmody@arlaw.com">Richard.Carmody@arlaw.com</a>  <a href="mailto:Laurence.McDuff@arlaw.com">Laurence.McDuff@arlaw.com</a>  <a href="mailto:Russell.Rutherford@arlaw.com">Russell.Rutherford@arlaw.com</a>  <a href="mailto:David.Bowsher@arlaw.com">David.Bowsher@arlaw.com</a></p>
<p>U.S. Securities and Exchange Commission  Office of Reorganization  Atlanta Regional Office  950 East Paces Ferry Road, N.E., Suite 900  Atlanta, Georgia 30326-1382  Telephone: 404-842-7600  Facsimile: 404-842-7633  E-mail: <a href="mailto:atlreorg@sec.gov">atlreorg@sec.gov</a></p>	<p>National Public Finance Guarantee Corp.  c/o Amy Edgy Ferber  Jones Day  1420 Peachtree Street, N.E.  Suite 800  Atlanta, GA 30309-3053  <a href="mailto:aeferber@jonesday.com">aeferber@jonesday.com</a></p>
<p>Lloyds TSB Bank PLC  c/o Laura E. Appleby  Chapman and Cutler LLP  330 Madison Ave.  34<sup>th</sup> Floor  New York, NY 10017  <a href="mailto:appleby@chapman.com">appleby@chapman.com</a></p>	<p>National Public Finance Guarantee Corp.  c/o Corinne Ball  Jones Day  222 East 41<sup>st</sup> Street  New York, NY 10017-6702  <a href="mailto:cball@jonesday.com">cball@jonesday.com</a></p>
<p>Lloyds TSB Bank PLC  c/o Ann E. Acker  c/o James E. Spiotto  Chapman and Cutler, LLP  111 W. Monroe St.  Chicago, IL 60603  <a href="mailto:acker@chapman.com">acker@chapman.com</a>  <a href="mailto:spiotto@chapman.com">spiotto@chapman.com</a></p>	<p>The Securities and Exchange Commission  SEC Headquarters  100 F Street, NE  Washington, DC 20549-9040  Attention: Morgan Bradylyons, Senior Counsel  <a href="mailto:bradylyonsm@sec.gov">bradylyonsm@sec.gov</a></p>

<p>Lloyds TSB Bank PLC  c/o Donald M. Wright  c/o Stephen B. Porterfield  Sirote &amp; Permutt, P.C.  2311 Highland Avenue S.  Birmingham, AL 35205  <a href="mailto:dwright@sirote.com">dwright@sirote.com</a>  <a href="mailto:sporterfield@sirote.com">sporterfield@sirote.com</a></p>	<p>The Bank of Nova Scotia  c/o Laura E. Appleby  Chapman and Cutler LLP  330 Madison Ave.  34<sup>th</sup> Floor  New York, NY 10017  <a href="mailto:appleby@chapman.com">appleby@chapman.com</a></p>
<p>Appellant William Casey  Appeal No. 1101361 in Supreme Court of  Alabama  c/o Matthew Weathers  Weathers Law Firm, LLC  P.O. Box 1826  Birmingham, AL 35201  <a href="mailto:mweathersmatt@gmail.com">mweathersmatt@gmail.com</a></p>	<p>The Bank of Nova Scotia  c/o Ann E. Acker  c/o James E. Spiotto  Chapman and Cutler, LLP  111 W. Monroe St.  Chicago, IL 60603  <a href="mailto:acker@chapman.com">acker@chapman.com</a>  <a href="mailto:spiotto@chapman.com">spiotto@chapman.com</a></p>
<p>Appellant William Casey  Appeal No. 1101361 in Supreme Court of  Alabama  c/o Edward Jason Dennis  c/o Samuel B. Hardy, IV  Lynn Tillotson Pinker &amp; Cox, LLP  2100 Ross Avenue, Suite 2700  Dallas, Texas 75201  <a href="mailto:jdennis@lynmlp.com">jdennis@lynmlp.com</a>  <a href="mailto:shardy@lynmlp.com">shardy@lynmlp.com</a></p>	<p>The Bank of Nova Scotia  c/o Donald M. Wright  c/o Stephen B. Porterfield  Sirote &amp; Permutt, P.C.  2311 Highland Avenue S.  Birmingham, AL 35205  <a href="mailto:dwright@sirote.com">dwright@sirote.com</a>  <a href="mailto:sporterfield@sirote.com">sporterfield@sirote.com</a></p>
<p>U.S. Bank National Association, in its capacity  as Indenture Trustee  c/o Charles R. Johanson III  Engel, Hairston, &amp; Johanson, P.C.  4<sup>th</sup> Floor, 109 20<sup>th</sup> Street  (35203)  P.O. Box 11405  Birmingham, AL 35202  <a href="mailto:rjohanson@ehjlaw.com">rjohanson@ehjlaw.com</a></p>	<p>Appellant Carmella Macon  Appeal No. 1101270 in the Supreme Court of  Alabama  c/o Matthew Weathers  Weathers Law Firm, LLC  P.O. Box 1826  Birmingham, AL 35201  <a href="mailto:mweathersmatt@gmail.com">mweathersmatt@gmail.com</a></p>

<p>David Perry, Esq.  Finance Director  Office of the Governor  State of Alabama  Office of the Governor  State Capitol, Room N-104  600 Dexter Avenue  Montgomery, AL 36130  <a href="mailto:david.perry@governor.alabama.gov">david.perry@governor.alabama.gov</a></p>	<p>Appellant Carmella Macon  Appeal No. 1101270 in the Supreme Court of Alabama  c/o Edward Jason Dennis  c/o Samuel B. Hardy, IV  Lynn Tillotson Pinker &amp; Cox, LLP  2100 Ross Avenue, Suite 2700  Dallas, Texas 75201  <a href="mailto:jdennis@lynmlp.com">jdennis@lynmlp.com</a>  <a href="mailto:shardy@lynmlp.com">shardy@lynmlp.com</a></p>
<p>State of Alabama  Department of Finance  c/o Rachel L. Webber  c/o Jerry C. Olshue, Jr.  c/o Kristopher D. Sodergren  c/o Robin E. Pate  Rosen Harwood, P.A.  2200 Jack Warner Parkway, Suite 200  P.O. Box 2727  Tuscaloosa, AL 35403-2727  <a href="mailto:rwebber@rosenharwood.com">rwebber@rosenharwood.com</a>  <a href="mailto:boldshue@rosenharwood.com">boldshue@rosenharwood.com</a>  <a href="mailto:rpate@rosenharwood.com">rpate@rosenharwood.com</a></p>	<p>U.S. Bank National Association, in its capacity as Indenture Trustee  c/o Clark T. Whitmore  Maslon Edleman Borman &amp; Brand,LLP  3300 Wells Fargo Center  90 South Seventh Street  Minneapolis, MN 55402-4140  <a href="mailto:clark.whitmore@maslon.com">clark.whitmore@maslon.com</a></p>
<p>Wendell Major  Public Employee of Jefferson County Alabama  3775 Gillespie Road  Dolomite, AL 35061  <a href="mailto:majorpd@charter.net">majorpd@charter.net</a>  <a href="mailto:wwm5007@gmail.com">wwm5007@gmail.com</a></p>	<p>Beckman Coulter, Inc.  c/o Kirk B. Burkley  Bernstein Law Firm, P.C.  Suite 2200 Gulf Tower  Pittsburgh, PA 15219-1900  <a href="mailto:kburkley@bernsteinlaw.com">kburkley@bernsteinlaw.com</a></p>
<p>Beers Properties, LLC  Creditor  c/o W.L. Longshore, III  Longshore, Buck &amp; Longshore, P.C.  2009 Second Avenue North  Birmingham, AL 35203  <a href="mailto:Billy3@longshorebuck.com">Billy3@longshorebuck.com</a></p>	<p>The Depository Trust &amp; Clearing Corporation  A Party in Interest  c/o Adam T. Berkowitz  c/o Jeffrey Chubak  Proskauer Rose LLP  Eleven Time Square  New York, NY 10036-8299  <a href="mailto:aberkowitz@proskauer.com">aberkowitz@proskauer.com</a>  <a href="mailto:jchubak@proskauer.com">jchubak@proskauer.com</a></p>

<p>Mike Hale, in his official capacity as Sheriff of Jefferson County, Alabama  c/o Robert R. Riley  c/o Keith Jackson  c/o Jay Murrill  Riley &amp; Jackson, P.C.  1744 Oxmoor Road  Birmingham, AL 35209  <a href="mailto:jay@rileyjacksonlaw.com">jay@rileyjacksonlaw.com</a></p>	<p>City of Birmingham, Alabama  c/o U.W. Clemon  White Arnold &amp; Dowd P.C.  2025 Third Avenue North, Suite 500  Birmingham, AL 35203  <a href="mailto:uwclemon@waadlaw.com">uwclemon@waadlaw.com</a></p>
<p>Gene J. Gonsoulin  A Party in Interest  c/o A. Wilson Webb  Webb Law Firm  4416 Linpark Drive  Birmingham, AL 35222  <a href="mailto:awilsonwebb@gmail.com">awilsonwebb@gmail.com</a></p>	<p>Jefferson County Board of Education  c/o Whit Colvin  Bishop, Colvin, Johnson &amp; Kent, LLC  1910 First Avenue North  Birmingham, AL 35203  <a href="mailto:wcolvin@bishopcolvin.com">wcolvin@bishopcolvin.com</a></p>
<p>David Swanson  Interested Party  c/o Henry J. Walker  Walker Law Firm  2330 Highland Ave.  Birmingham, AL 35205  <a href="mailto:henryjwalker@bellsouth.net">henryjwalker@bellsouth.net</a></p>	<p>All Temps Systems, Inc.  c/o Andre' M. Toffel  Andre' M. Toffel, P.C.  Suite 300  600 North, 20<sup>th</sup> Street  Birmingham, AL 35203  <a href="mailto:atoffel@toffelp.com">atoffel@toffelp.com</a></p>
<p>Bill George  c/o Jon C. Goldfarb  c/o Daniel Arciniegas  c/o L. William Smith  Wiggins, Childs, Quinn &amp; Pantazis, LLC  The Kress Building, 301 19<sup>th</sup> Street North  Birmingham, AL 35203  <a href="mailto:wsmith@wcqp.com">wsmith@wcqp.com</a></p>	<p>Elevator Maintenance and Repair, Inc.  Creditor  c/o Charles N. Parnell, III  Parnell &amp; Crum, P.A.  P.O. Box 2189  Montgomery, AL 36102-2180  <a href="mailto:bkrp@parnellcrum.com">bkrp@parnellcrum.com</a></p>

<p>U.S. Pipe and Foundry Company, LLC  c/o Jeffrey B. McClellan, Esq.  1200 Abernathy Road, NE  Suite 1200  Atlanta, GA 30328  <a href="mailto:jmcclellan@muellerwp.com">jmcclellan@muellerwp.com</a></p>	<p>Wells Fargo Bank, National Association as  Indenture Trustee  c/o Eric A. Schaffer  c/o Luke A. Sizemore  c/o Mike C. Buckley  Reed Smith LLP  225 Fifth Ave., Suite 1200  Pittsburgh, PA 15230-2009  <a href="mailto:eschaffer@reedsmith.com">eschaffer@reedsmith.com</a>  <a href="mailto:lsizemore@reedsmith.com">lsizemore@reedsmith.com</a>  <a href="mailto:mbuckley@reedsmith.com">mbuckley@reedsmith.com</a></p>
<p>City of Midfield, Alabama  c/o David A. Sullivan  1728 3<sup>rd</sup> Avenue North  Suite 400D  Birmingham, AL 35203  <a href="mailto:dasnicole@bellsouth.net">dasnicole@bellsouth.net</a></p>	<p>Fraternal Order of Police Lodge 64  Robert Thompson, Aubrey Finley and William  D. McAnally et al. on behalf of the Employees  of the Jefferson County Sheriff's Office  c/o Raymond P. Fitzpatrick  1929 Third Avenue North  Birmingham, Alabama 35203  <a href="mailto:rpfitzpatrick@fcclawgroup.com">rpfitzpatrick@fcclawgroup.com</a></p>
<p>BBA Development, LLC  c/o Amanda M. Beckett  Burr &amp; Forman LLP  420 North 20<sup>th</sup> Street, Suite 3400  Birmingham, AL 35203  <a href="mailto:abeckett@burr.com">abeckett@burr.com</a></p>	<p>Medical Data Systems Inc.  c/o Bryan G. Hale  Starnes Davis Florie LLP  100 Brookwood Place, 7<sup>th</sup> Floor  Birmingham, AL 35209  <a href="mailto:bgh@starneslaw.com">bgh@starneslaw.com</a></p>
<p>Lara Swindle  c/o Ann C. Robertson  c/o H. Wallace Blizzard  Wiggins, Childs, Quinn &amp; Pantazis, LLC  The Kress Building  301 Nineteenth Street North  Birmingham, AL 35203  <a href="mailto:arobertson@wcqp.com">arobertson@wcqp.com</a>  <a href="mailto:hwb@wcqp.com">hwb@wcqp.com</a></p>	<p>Charlotte Breece  Lillie Starks  On behalf of all similarly situated persons in  Breece, et al v. Jefferson County Tax Collector  c/o Lee Wendell Loder  Loder, P.C.  P.O. Box 13545  Birmingham, AL 35202  <a href="mailto:loderlawfirm@aol.com">loderlawfirm@aol.com</a></p>

<p>John Madison, IV, inmates and others similarly situated at the Jefferson County Jail  c/o H. Doug Redd  5343 Old Springville Road  Pinson, AL 35126  <a href="mailto:hdougredd@gmail.com">hdougredd@gmail.com</a></p>	<p>B.A.S. L.L.P.  c/o Salem Resha, Jr.  Wilson Resha, LLC  1516 20<sup>th</sup> Street South, Suite A  Birmingham, AL 35205  <a href="mailto:snr@wilsonresha.com">snr@wilsonresha.com</a></p>
<p>CSX Transportation, Inc.  A party-in-interest  c/o James H. White, IV  Baker Donelson Bearman Caldwell &amp; Berkowitz, P.C.  420 20<sup>th</sup> Street North  1600 Wells Fargo Tower  Birmingham, AL 35203  <a href="mailto:jwhite@bakerdonelson.com">jwhite@bakerdonelson.com</a></p>	<p>Unisys Corporation  Party in Interest  c/o Dana S. Plon, Esq.  Sirlin Gallogly &amp; Lesser, P.C.  123 South Broad Street, Suite 2100  Philadelphia, PA 19109  <a href="mailto:dplon@sirlinlaw.com">dplon@sirlinlaw.com</a></p>
<p>James Pruitt  Interested Party  c/o Cynthia Forman Wilkinson, Esq.  c/o Larry R. Mann, Esq.  Wilkinson Law Firm, PC  215 N. Richard Arrington, Jr. Blvd., Ste. 811  Birmingham, AL 35203  <a href="mailto:wilkinsonefile@bellsouth.net">wilkinsonefile@bellsouth.net</a></p>	<p>John Mason, IV  c/o Dan C. King, III  Stewart &amp; Stewart, P.C.  1826 3<sup>rd</sup> Avenue North Suite 300  Bessemer, AL 35020  <a href="mailto:dking@stewartandstewart.net">dking@stewartandstewart.net</a></p>
<p>James R. Crane  c/o Steven D. Altmann  c/o Charles L. Denaburg  c/o Marvin E. Franklin  Najjar Denaburg, P.C.  2125 Morris Avenue  Birmingham, AL 35203  <a href="mailto:saltmann@najjar.com">saltmann@najjar.com</a>  <a href="mailto:cdenaburg@najjar.com">cdenaburg@najjar.com</a>  <a href="mailto:mfranklin@najjar.com">mfranklin@najjar.com</a></p>	<p>Owens &amp; Minor, Inc.  c/o Robert S. Westermann, Esq.  c/o Sheila deLa Cruz, Esq.  Hirschler Fleischer, P.C.  P.O. Box 500  Richmond, Virginia 23218-0500  <a href="mailto:rwestermann@hf-law.com">rwestermann@hf-law.com</a> <a href="mailto:sdelacruz@hf-law.com">sdelacruz@hf-law.com</a></p>

<p>James R. Crane  c/o Sydney Gibbs Ballesteros  Gibbs &amp; Bruns, LLP  1100 Louisiana, Suite 5300  Houston, Texas 77002  <a href="mailto:sballesteros@gibbsbruns.com">sballesteros@gibbsbruns.com</a></p>	<p>Collette Funderburg  Creditor and Interested Party  c/o Michael J. Antonio, Jr.  Greystone Legal Clinic  2516 11<sup>th</sup> Avenue North  Birmingham, AL 35234  <a href="mailto:MANT003@aol.com">MANT003@aol.com</a></p>
<p>W.C. Rice Oil Company, Inc.  c/o James H. White, IV  Baker Donelson Bearman Caldwell  &amp; Berkowitz, P.C.  420 20<sup>th</sup> Street North  1600 Wells Fargo Tower  Birmingham, Alabama 35203  <a href="mailto:jwhite@bakerdonelson.com">jwhite@bakerdonelson.com</a></p>	<p>Universal Hospital Services, Inc.  c/o James E. Bailey, III  Butler, Snow, O'Mara, Stevens &amp; Cannada,  PLLC  6075 Poplar Avenue, Suite 500  Memphis, TN 38119  <a href="mailto:jeb.bailey@butlersnow.com">jeb.bailey@butlersnow.com</a></p>
<p>Delores W. Frost  c/o W.L. Longshore, III  Longshore, Buck &amp; Longshore, P.C.  2009 Second Avenue North  Birmingham, Alabama 3203  <a href="mailto:Billy3@longshorebuck.com">Billy3@longshorebuck.com</a></p>	<p>Lehman Brothers Special Financing, Inc.  c/o James C. Huckaby  c/o Daniel D. Sparks  c/o Bradley R. Hightower  Christian &amp; Small  505 20<sup>th</sup> Street North, Suite 1800  Birmingham, Alabama 35203  <a href="mailto:jch@csattorneys.com">jch@csattorneys.com</a>  <a href="mailto:dds@csattorneys.com">dds@csattorneys.com</a>  <a href="mailto:brh@csattorneys.com">brh@csattorneys.com</a></p>
<p>AMCAD  15867 North Mountain Road  Broadway, VA 22815  <a href="mailto:cdelawder@amcad.com">cdelawder@amcad.com</a></p>	<p>BNSF Railway Company  c/o James H. White, IV  Baker Donelson Bearman Caldwell  &amp; Berkowitz, P.C.  420 20<sup>th</sup> Street North  1600 Wells Fargo Tower  Birmingham, Alabama 35203  <a href="mailto:jwhite@bakerdonelson.com">jwhite@bakerdonelson.com</a></p>

<p>Wells Fargo Bank, National Association,  Indenture Trustee  c/o Russell M. Cunningham, IV  Cunningham Firm, LLC  Landmark Center, Suite 600  2100 First Avenue North  Birmingham, AL 35203  <a href="mailto:Russell@cunninghamfirmllc.com">Russell@cunninghamfirmllc.com</a></p>	<p>Moore Oil Company  Creditor  c/o Brenton K. Morris  Benton &amp; Centeno, LLP  2019 Third Avenue North  Birmingham, Alabama 35203  <a href="mailto:bmorris@bcattys.com">bmorris@bcattys.com</a></p>
<p>Innovation Depot, successor-in-interest to  Entrepreneurial Center, Creditor  c/o Russell M. Cunningham, IV  Cunningham Firm, LLC  Landmark Center, Suite 600  2100 First Avenue North  Birmingham, AL 35203  <a href="mailto:Russell@cunninghamfirmllc.com">Russell@cunninghamfirmllc.com</a></p>	<p>First Commercial Bank  As Indenture Trustee  c/o David B. Anderson  c/o Deanna L. Weidner  Anderson Weidner, LLC  505 20<sup>th</sup> Street North  Financial Center, Suite 1450  Birmingham, AL 35203-4635  <a href="mailto:dbanderson@andersonweidner.com">dbanderson@andersonweidner.com</a>  <a href="mailto:dlweidner@andersonweidner.com">dlweidner@andersonweidner.com</a></p>
<p>Andrew Bennett, Roderick Royal, et al.  c/o Calvin B. Grigsby  2406 Saddleback Drive  Danville, CA 94506  <a href="mailto:cgrigsby@grigsbyinc.com">cgrigsby@grigsbyinc.com</a></p>	<p>First Commercial Bank  c/o David A. Wender  Alston &amp; Bird LLP  1201 West Peachtree Street  Atlanta, Georgia 30309  <a href="mailto:david.wender@alston.com">david.wender@alston.com</a></p>
<p>The Depository Trust Company, on behalf of  the holders of the Jefferson County, Alabama,  General Obligation Capital Improvement  Warrants, Series 2003-A and 2004-A  c/o Lawrence S. Elbaum  Proskauer Rose LLP  Eleven Times Square  New York, NY 10036-8299  <a href="mailto:lbaum@proskauer.com">lbaum@proskauer.com</a></p>	<p>Jefferson County, Alabama  George Carpinello  Boies, Schiller &amp; Flexner LLP  10 North Pearl Street, 4<sup>th</sup>  Floor Albany, New York  12207 <a href="mailto:gcarpinello@bsflp.com">gcarpinello@bsflp.com</a></p>



<p>Bayerische Landesbank  c/o Edward A. Smith  Venable LLP  Rockefeller Center  1270 Avenue of the Americas  New York, NY 10020  <a href="mailto:easmith@Venable.com">easmith@Venable.com</a></p>	<p>AMSOL  c/o John K. Rezac  Taylor English Duma LLP  1600 Parkwood Circle, Suite 400  Atlanta, Georgia 30339  <a href="mailto:jrezac@taylorenghish.com">jrezac@taylorenghish.com</a></p>
<p>Internal Revenue Service  c/o Kenya Bufford  801 Tom Martin Drive  M/S 126  Birmingham, AL 35211  <a href="mailto:Kenya.Bufford@irs.gov">Kenya.Bufford@irs.gov</a></p>	<p>UAB Health System  c/o Kathleen Kauffman  Legal Counsel  500 22<sup>nd</sup> Street South, Suite 408  Birmingham, AL 35233  <a href="mailto:kkauffman@uasystem.ua.edu">kkauffman@uasystem.ua.edu</a></p>
<p>Luther Strange, Esq.  Attorney General  State of Alabama  501 Washington Avenue  Montgomery, AL 36130  <a href="mailto:lstrange@ago.state.al.us">lstrange@ago.state.al.us</a>  <a href="mailto:omartin@ago.state.al.us">omartin@ago.state.al.us</a></p>	<p>Vekesha Hawes  Creditor  c/o Tyrone Townsend  P.O. Box 2105  Birmingham, AL 35201  <a href="mailto:ttownsl@msn.com">ttownsl@msn.com</a></p>
<p>John A. Vos Esq., Interested Party  c/o John A. Vos, Esq.  1430 Lincoln Avenue  San Rafael, CA 94901  <a href="mailto:invalidemailecfonly@gmail.com">invalidemailecfonly@gmail.com</a></p>	<p>Alabama Department of Environmental  Management  c/o Tom Johnston, Esq.  General Counsel  1400 Coliseum Blvd.  Montgomery AL 36110  <a href="mailto:tlj@adem.state.al.us">tlj@adem.state.al.us</a>  <a href="mailto:daf@adem.state.al.us">daf@adem.state.al.us</a></p>
<p>Environmental Protection Agency  c/o Bill Weinischke  U.S. Department of Justice  Room 6028  Patrick Henry Bldg.  601 D Street, N.W.  Washington, D.C. 20004  <a href="mailto:bill.weinischke@usdoj.gov">bill.weinischke@usdoj.gov</a></p>	<p>University of Alabama Health Services  Foundation, P.C.  Sirote &amp; Permut, P.C.  c/o Stephen B. Porterfield  2311 Highland Avenue South  Birmingham, AL 35205  <a href="mailto:sporterfield@sirote.com">sporterfield@sirote.com</a></p>

<p>Ad Hoc Sewer Warrantholders  c/o Thomas M. Mayer  c/o Gregory A. Horowitz  c/o Amy Caton  c/o Jonathan M. Wagner  Kramer Levin Naftalis &amp; Frankel LLP  1177 Avenue of the Americas  New York, New York 10036  <a href="mailto:tmayer@kramerlevin.com">tmayer@kramerlevin.com</a>  <a href="mailto:ghorowitz@kramerlevin.com">ghorowitz@kramerlevin.com</a>  <a href="mailto:acaton@kramerlevin.com">acaton@kramerlevin.com</a>  <a href="mailto:jwagner@kramerlevin.com">jwagner@kramerlevin.com</a></p>	<p>Environmental Protection Agency  c/o William Bush  c/o Brad Ammons  Atlanta Federal Center  61 Forsyth Street, SW  Atlanta, GA 30303-3104  <a href="mailto:Bush.william@epamail.epa.gov">Bush.william@epamail.epa.gov</a>  <a href="mailto:Ammons.brad@epamail.epa.gov">Ammons.brad@epamail.epa.gov</a></p>
<p>National Public Finance Guarantee Corp.  c/o Jennifer S. Morgan  Hand Arendall LLC  30200 RSA Tower  Post Office Box 123  Mobile, AL 36601  <a href="mailto:jmorgan@handarendall.com">jmorgan@handarendall.com</a></p>	<p>Ad Hoc Sewer Warrantholders  c/o Justin G. Williams, Esq.  Tanner Guin &amp; Crowell, LLC  2711 University Boulevard  Tuscaloosa, AL 35401-1465  <a href="mailto:jwilliams@tannerguincrowell.com">jwilliams@tannerguincrowell.com</a></p>
<p>City of Hoover  c/o Leslie M. Klasing  c/o April B. Danielson  Waldrep, Stewart &amp; Kendrick, LLC  2323 Second Avenue North  Birmingham, AL 35203  <a href="mailto:Klasing@wskllc.com">Klasing@wskllc.com</a>  <a href="mailto:adanielson@wskllc.com">adanielson@wskllc.com</a></p>	<p>Depfa Bank PLC  c/o Israel David  c/o Gary L. Kaplan  Fried, Frank, Harris, Shriver &amp; Jacobson LLP  One New York Plaza  New York, NY 10004  <a href="mailto:israel.david@friedfrank.com">israel.david@friedfrank.com</a>  <a href="mailto:gary.kaplan@friedfrank.com">gary.kaplan@friedfrank.com</a></p>
<p>Charles E. Wilson  David Harris, III  Mike Agnesia  c/o Lee R. Benton  c/o Jamie A. Wilson  Benton &amp; Centeno, LLP  2019 Third Avenue North  Birmingham, AL 35203  <a href="mailto:lbenton@bcattys.com">lbenton@bcattys.com</a>  <a href="mailto:jwilson@bcattys.com">jwilson@bcattys.com</a></p>	<p>Charles E. Wilson  David Harris, III  Mike Agnesia  c/o Joshua L. Firth  Hollis, Wright, Clay &amp; Vail  505 North 20<sup>th</sup> Street  Suite 1500  Birmingham, AL 35203  <a href="mailto:joshf@hollis-wright.com">joshf@hollis-wright.com</a></p>

U.S. Bank National Association, in its capacity as  
Indenture Trustee  
c/o Brian J. Klein

<p>c/o Ana Chilingarishvili Maslon Edelman Borman &amp; Brand, LLP 90 S. Seventh Street, Suite 3300 Minneapolis, MN 55402-4140 <a href="mailto:brian.klein@maslon.com">brian.klein@maslon.com</a> <a href="mailto:ana.chilingarishvili@maslon.com">ana.chilingarishvili@maslon.com</a></p>	
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**EXHIBIT B**

**VIA U.S. MAIL DELIVERY:**

<p>Shoe Station, Inc. Attn: Michael T. Cronin, Esq. Johnson Pope Bokor Ruppel &amp; Burns, LLP 911 Chestnut Street Clearwater, FL 33576</p>	<p>Teklinks Inc. 201 Summit Parkway Homewood, AL 35209</p>
<p>Morris &amp; Dickson Co LLC 410 Kay Lane Shreveport, LA 71115</p>	<p>Augmentation, Inc. 3415 Independence Drive, Suite 101 Birmingham, AL 35209-8315</p>
<p>AMT Medical Staffing, Inc. 2 20<sup>th</sup> Street North Suite 1360 Birmingham, AL 35203</p>	<p>Brice Building Co., LLC 201 Sunbelt Parkway Birmingham, AL 35211</p>
<p>John Plott Company Inc. 2804 Rice Mine Road NE Tuscaloosa, AL 35406</p>	<p>Laboratory Corporation of America 430 South Spring Street Burlington, NC 27215 Attention: Legal Department</p>

