

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Daniel A. Lev (CA Bar No. 129622) daniel.lev@gmlaw.com Greenspoon Marder LLP 333 South Grand Avenue, Suite 3400 Los Angeles, CA 90071 Telephone: 213.626.2311 Facsimile: 954.771.9264 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Howard M. Ehrenberg, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In re: BRUCE ELIEFF, Substantively Consolidated with Morse Properties, LLC, 4627 Camden, LLC, Broadband Nation, LLC, Heritage Colorado, LLC, and TDV Development Corporation., Debtor(s).	CASE NO.: 8:19-bk-13858-SC CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: December 12, 2023	Time: 11:00 a.m.
Location: 411 W. 4th Street, Santa Ana, California 92703, Courtroom "5C"	

Type of Sale: Public Private **Last date to file objections:** November 28, 2023

Description of property to be sold: See attachment hereto

Terms and conditions of sale: \$3,500,000, cash, subject to qualified overbids (see attachment hereto)

Proposed sale price: \$3,500,000 subject to qualified overbids

Overbid procedure (if any): See attachment hereto

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

December 12, 2023

11:00 a.m.

411 W. 4th Street

Santa Ana, California 92703

Courtroom "5C"

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

Daniel A. Lev, Esq.

Greenspoon Marder LLP

333 South Grand Avenue, Suite 3400

Los Angeles, California 90071

Telephone: 213.626.2311

Email: daniel.lev@gmlaw.com

Date: November 14, 2023

ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY

Description of Property to be Sold: Through his “Chapter 7 Trustee’s Motion for Order (1) Authorizing Sale of TDV Development Corporation’s Limited Partnership Interest in Riverview Community Partnership to the Riverview Conduit Trust Dated February 23, 2022, Free and Clear of Liens, Claims, and Interests; (2) Confirming Sale to the Riverview Conduit Trust Dated February 23, 2022, Subject to Overbids; (3) Determining That the Riverview Conduit Trust Dated February 23, 2022, Is A Good Faith Purchaser; (4) Authorizing Withholding and Remittance of Estimated State Income Taxes Arising From Sale; and (5) Waiving the Fourteen (14) Day Stay Prescribed By Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; Memorandum of Points and Authorities; Declaration of Howard M. Ehrenberg in Support Thereof” (the “Motion” or “SCC Interest Sale Motion”), Howard M. Ehrenberg (the “Trustee”), the duly appointed, qualified, and acting chapter 7 trustee for the substantively consolidated estate of the debtors Bruce Elieff, Morse Properties, LLC, 4627 Camden, LLC, TDV Development Corporation, Heritage Colorado LLC, and Broadband Nation LLC (collectively and interchangeably, the “Debtor”, “Bruce”, or “Elieff”), seeks, among other things, an order approving a sale of TDV Development Corporation’s original 15% limited partnership interest in Riverview Community Partnership, a California limited partnership (the “TDV Interest”) on the terms and conditions stated in the written “Partnership Interest Purchase Agreement,” dated October 31, 2023, (the “TDV Purchase Agreement”), by and between the Trustee, as seller, and The Riverview Conduit Trust dated February 23, 2022 (“RCT”), as buyer. A true and correct copy of the TDV Purchase Agreement is attached to the Motion as Exhibit “A”. The TDV Interest shall be sold to RCT for the total amount of \$3,500,000, cash, subject to qualified overbids. Although the Trustee is unaware of any liens, claims, or encumbrances against the TDV Interest, the sale and transfer of the TDV Interest to RCT shall be free and clear of liens, liabilities, adverse claims of ownership, and other interests of any kind and nature, with such liens, liabilities, adverse claims of ownership, and other interests, if any, to attach to the proceeds of the sale with the same priority and effect under state or federal law, as applicable. The closing of the transaction will be effected, to the extent practicable, on or before fifteen (15) calendar days from the date the Bankruptcy Court enters its approval order, provided the approval order is not subject to a stay. As of the closing, RCT shall have cash on hand in an amount sufficient to pay the purchase price. The Trustee shall receive 100% of the net sales proceeds. In addition, the Trustee seeks an order (i) confirming the sale to RCT, or the successful qualified overbidder, subject to the previously approved bidding procedures; (ii) authorizing the Trustee to execute any and all documents that may be necessary to consummate the sale; (iii) determining that RCT, or the successful qualified overbidder, is entitled to the good faith protections afforded by 11 U.S.C. § 363(m); (iv) authorizing the withholding and remittance of estimated state income taxes, if any, arising from the sale; and (v) waiving the fourteen (14) day stay prescribed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure. The Trustee is unaware of any lien clouding title to the TDV Interest, nonetheless, seeking to provide clear title to RCT or any bidder, in the event any party emerges prior to the hearing contending that it has a lien against, or claim to, the TDV Interest, this will constitute a *bona fide* dispute warranting approval of the sale free and clear of liens under 11 U.S.C. § 363(f)(4). The

sale of the TDV Interest is subject to qualified overbids and a break-up fee of \$225,000 to RCT if it is not the successful purchaser of the TDV Interest at the conclusion of the hearing on the Motion.

Method of Sale: Existing cash offer of \$3,500,000, subject to qualified overbids

Sale Description: Date of Sale: December 12, 2023, 11:00 a.m., Pacific Time
Place: 411 W. 4th Street, Santa Ana, California 92703
Courtroom "5C"

Offer Received: The Debtor has received and accepted an offer from RCT for \$3,500,000, cash, or to any person or entity who appears at the hearing and submits a higher acceptable bid.

Overbid Terms: The proposed sale to RCT is subject to approval of the United States Bankruptcy Court and to qualified overbids. According to the "Order, After Hearing, Granting Chapter 7 Trustee's Motion for Order Approving Bidding Procedures and Break-Up Fees in Connection With Proposed Sales of Partnership Interests" entered on August 8, 2022 [Docket No. 1317], the following bidding procedures (the "TDV Interest Bidding Procedures") shall govern the sale of the TDV Interest, which is distinct from the SCC Interest:

Bidding Procedures:

A. Auction

The TDV Interest will be offered at an auction (the "TDV Auction") to be held in open court, which auction will take place on a date selected by the Trustee pursuant to a separately filed motion (the "TDV Interest Sale Motion"). In the event of a change in the time or location of the TDV Auction, the Trustee will use his reasonable best efforts to notify all TDV Interest Qualified Bidders who have timely submitted TDV Interest Qualified Bids by the TDV Auction Deadline (as such terms are defined below).

B. Stalking Horse Bidder

According to the TDV Purchase Agreement, RCT (also referred to as the "TDV Interest Initial Bidder") shall acquire the TDV Interest for the total cash price of \$3,500,000. RCT is a "stalking horse" bidder, whose offer may be outbid at the TDV Auction by a third party (a "TDV Interest Competing Auction Winner"). However, if this occurs, and subject to approval of the Court and provided the transaction to the TDV Interest Competing Auction Winner closes, RCT shall receive a "break-up" fee in the amount of \$225,000 (the "TDV Interest Break Up Fee") if it is not the TDV Interest Competing Auction Winner. The TDV Interest Break Up Fee shall be earned by and payable to RCT upon consummation of a sale of the TDV Interest to a TDV Interest Competing Auction Winner from the purchase price paid by the TDV Interest Competing Auction

Winner. In the event RCT is not the TDV Interest Competing Auction Winner, no other fees, commissions, or expense reimbursement shall be payable to RCT in addition to the TDV Interest Break Up Fee. The Trustee has agreed that obligations to pay the TDV Interest Break Up Fee shall survive termination of the TDV Purchase Agreement, and to the extent owed by the estate and unpaid, shall be allowed as an unsecured priority administrative expense claim under 11 U.S.C. §§ 503(b) and 507 and shall not be subordinate to any other administrative expense claim against the estate. As the stalking horse bidder, RCT shall have standing to appear and be heard on all issues related to the TDV Interest Auction, the sale of the TDV Interest, and related matters, including the right to object to the sale of the TDV Interest, or any portion thereof (including the conduct of the TDV Interest Auction and interpretation of the TDV Interest Bidding Procedures).

C. Participation in TDV Interest Auction

In order to participate in the bidding process for the TDV Interest, each person (each, a "TDV Interest Potential Bidder" and each bid, a "TDV Interest Potential Bid") must deliver to the Trustee at the address set forth herein, no later than five (5) business days prior to the date scheduled for the TDV Auction as set forth in the TDV Interest Sale Motion, the following:

- i. an executed TDV Purchase Agreement in substantially the form executed by RCT, including all amendments and supplemental agreements relating thereto (each, a "TDV Interest Form PPA"), with the purchase price equal to or in excess of the TDV Interest Minimum Bid Amount (defined herein);
- ii. a deposit in good funds in an amount equal to \$437,500 (each, a "TDV Interest Deposit") in the form of a cashier's check or wired funds;
- iii. financial statements showing that the TDV Interest Potential Bidder has an ample and present ability to timely close a sale on the TDV Interest and perform all other obligations of the TDV Interest Potential Bidder pursuant to the terms of the completed TDV Interest Form PPA; or, if the TDV Interest Potential Bidder is an entity formed for the purpose of acquiring the TDV Interest, current financial statements or other financial information of the equity holder(s) of the TDV Interest Potential Bidder, or such other form of financial disclosure acceptable to the Trustee, demonstrating such TDV Interest Potential Bidder's ability to timely close;
- iv. a signed statement acknowledging: (i) the Purchase Consent and ROFR provisions of Sections 10.2 and 10.3, respectively, of the "Amended and Restated Limited Partnership Agreement of Riverview Community Partnership," and the four amendments thereto (collectively, the "RCP Partnership Agreement"), (ii) the prohibition against collusive bidding, and (iii) disclosing any connections or agreements with the Trustee, the Debtor, any creditor and/or any officer, director, member, counsel, or equity security holder of any such person or entity; and

v. except for RCT, a written disclaimer of any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation or reimbursement of expenses. For the avoidance of doubt, no TDV Interest Potential Bidder (other than RCT) shall be permitted to request, nor be granted by the Trustee, at any time, whether as part of the TDV Interest Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its TDV Interest Potential Bid agrees to refrain from and waive any assertion or request for reimbursement on any basis.

D. No Contingencies

No TDV Interest Potential Bid shall be accepted if it contains contingencies other than those set forth in the TDV Purchase Agreement.

E. Best Efforts

The Trustee shall use his best efforts to immediately provide a TDV Interest Potential Bidder any and all due diligence information regarding the TDV Interest that he has in his possession including, but not limited to, the TDV Interest Form PPA and the RCP Partnership Agreement.

F. Completed TDV Interest Bid

A TDV Interest Potential Bid is a completed TDV Interest Form PPA from a TDV Interest Potential Bidder stating that: (i) the TDV Interest Potential Bidder offers to purchase the TDV Interest that is the subject of the TDV Purchase Agreement upon the same or better terms and conditions as set forth in the TDV Interest Form PPA, with the completed TDV Form Interest PPA marked to show any and all amendments and modifications from the TDV Purchase Agreement, including, but not limited to, purchase price and contact information of the purchaser; (ii) the TDV Interest Potential Bidder agrees to purchase the TDV Interest that is the subject of the TDV Form Interest PPA for at least \$3,775,000 (the "TDV Interest Minimum Bid Amount"); (iii) the TDV Interest Potential Bidder is prepared to enter into and consummate the transaction on or before the Closing Date (as defined in the TDV Purchase Agreement); and (iv) the offer is irrevocable until the later of the date and time that (i) the TDV Interest Auction has concluded and the TDV Interest Potential Bidder is not selected as the TDV Interest Competing Auction Winner in which case the TDV Interest Deposit will be refunded (unless the TDV Interest Potential Bidder agrees to remain as a back-up bidder whereby the TDV Interest Deposit shall be returned immediately after consummation of the sale of the TDV Interest to the TDV Interest Competing Auction Winner), or (b) the sale of the TDV Interest to the TDV Interest Potential Bidder has been consummated if it is the TDV Interest Competing Auction Winner.

G. TDV Interest Potential Bid Deadline

Bids from a TDV Interest Potential Bidder are due, and must be actually received by the Trustee, by no later than 5:00 p.m., Pacific Time, on the day that is no later than five (5) business days prior to the date scheduled for the TDV Auction as set forth in this Motion (the "TDV Interest Potential Bid Deadline"). Bids from a TDV Interest Potential Bidder shall be submitted to Howard M. Ehrenberg, Chapter 7 Trustee, c/o Daniel A. Lev, Esq., 1875 Century Park East, Suite 1900, Los Angeles, California 90067, if sent via regular or overnight mail or personal delivery. Bids from a TDV Interest Potential Bidder may be submitted via electronic mail to howard.ehrenberg@gmlaw.com and daniel.lev@gmlaw.com, and the TDV Interest Deposit, if wired, shall be wired to the Trustee with wiring instructions to be provided to the TDV Interest Potential Bidder. Upon receipt of all bidding requirements, the Trustee shall, in his discretion, qualify a TDV Interest Potential Bidder (each, a "TDV Interest Qualified Bidder" and each qualified bid, a "TDV Interest Qualified Bid"). If the Trustee does not receive any TDV Interest Qualified Bids by the TDV Interest Potential Bid Deadline, the Trustee will report the same to the Court at the hearing on the TDV Interest Auction.

H. TDV Interest Qualified Bid

For a TDV Interest Potential Bid to be deemed a TDV Interest Qualified Bid it must comply with the requirements of the TDV Interest Bidding Procedures. A TDV Interest Qualified Bidder is a TDV Interest Potential Bidder that submits a TDV Interest Qualified Bid.

I. Failure to Qualify As a TDV Interest Qualified Bidder

If the Trustee determines, in his sole and absolute discretion, that a TDV Interest Potential Bidder is not a TDV Interest Qualified Bidder, the Trustee shall so notify the TDV Interest Potential Bidder and the TDV Interest Deposit of the TDV Interest Potential Bidder shall be returned to the TDV Interest Potential Bidder within a period of five (5) business days of such determination and notification.

J. Participation At TDV Interest Auction

At the TDV Interest Auction, only TDV Interest Qualified Bidders shall be entitled to bid on the TDV Interest. No bid will be accepted if it contains contingencies, including without limited to, financing or due diligence. RCT, as the stalking horse bidder, is deemed a TDV Interest Qualified Bidder.

K. Conducting of TDV Interest Auction

The TDV Interest Auction shall be conducted by the Trustee, subject to Court approval, as follows:

i. At the TDV Interest Auction, bidding will begin at the TDV Interest Minimum Bid Amount, or such higher amount that a TDV Interest Qualified Bidder has bid prior to the TDV Interest Auction (the "TDV Interest Opening Bid"). TDV Interest Qualified Bidders may bid in minimum increments of \$50,000 higher than the TDV Interest Opening Bid Amount (the "TDV Interest Minimum Bid Increment"). The TDV Interest Minimum Bid Increment may be in increments higher than \$50,000. Bidding at the TDV Interest Auction shall continue until such time as the last bid is received, as determined by the Trustee;

ii. The TDV Interest Auction will be conducted as follows: (i) TDV Interest Qualified Bidders and/or their representatives may make a bid at the TDV Interest Auction with bidding starting at the amount of the highest TDV Interest Opening Bid received for the TDV Interest; (ii) the TDV Interest Auction will be recorded; (iii) the TDV Interest Auction will be an open bid process, with all bids stated orally and on the record; (iv) if there are multiple overbids, RCT shall be offered the first opportunity to overbid the high bid by the TDV Interest Minimum Bid Increment with credit given for the TDV Interest Break Up Fee, then other TDV Interest Qualified Bidders shall be offered the opportunity to overbid; (v) the Trustee may recess the TDV Interest Auction at any time; (vi) TDV Interest Qualified Bidders may ask for a reasonable time for a recess during the bidding, which requests the Trustee will grant in his discretion, subject to Court approval; and

iii. In the event RCT overbids, its bid shall be credited in an amount equal to the TDV Interest Break Up Fee, provided, however, in all cases any overbid shall conform with the established TDV Interest Minimum Bid Increment and such overbid shall result in a net increase to the estate.

L. Completion of TDV Interest Auction

Upon completion of the TDV Interest Auction, the highest and best TDV Interest Qualified Bid shall be selected that maximizes the value of the TDV Interest (the "TDV Interest Successful Bidder" or "TDV Interest Successful Bid"). The Trustee shall also rank each of the other TDV Interest Potential Bidders and TDV Interest Potential Bids (each a "TDV Interest Back-Up Bid" or "TDV Interest Back-Up Bidder") in such order as to maximize the value of the TDV Interest and serve the best interest of the estate. The best ranked TDV Interest Back-Up Bidder or TDV Interest Back-Up Bid shall constitute the "TDV Interest Next Backup-Bidder" or the "TDV Interest Next Back-Up Bid," respectively. The Trustee shall then submit the TDV Interest Successful Bid, or TDV Interest Next Back-Up Bid, as applicable, for a review and consent process consisting of the following four steps:

i. Step 1. If Buyer makes either the TDV Interest Successful Bid, or applicable TDV Interest Next Back-Up Bid, it shall be presumed that RCP approves of such bid in accordance with the RCP Partnership Agreement and the Trustee shall proceed to Step 3.

ii. Step 2. If the TDV Interest Successful Bid, or TDV Interest Next Back-Up Bid(s), is not made by RCT, then the Trustee shall submit the TDV Interest Successful Bid, or TDV Interest Next Back-Up Bid(s), to the partners of RCP for review and consideration for a period of up to thirty (30) days (the "TDV Interest ROFR Period") in accordance with RCP's right of first refusal (the "TDV Interest ROFR"), as required by Section 10.3 of the RCP Partnership Agreement. During the TDV Interest ROFR Period, one or more of the partners of RCP may elect to purchase the TDV Interest in the place of the TDV Interest Successful Bidder, or the TDV Interest Next Back-Up Bidder(s), on the same terms as the TDV Interest Successful Bid, or the TDV Interest Next Back-Up Bid(s). If one or more of the partners of RCP exercise a TDV Interest ROFR, the TDV Interest Successful Bid, or the TDV Interest Next Back-Up Bid(s), shall be referred to as the "TDV Interest Acquired Bid" and the Trustee shall proceed to Step 3. If the partners of RCP fail to exercise their TDV Interest ROFR, the Trustee may proceed to close the sale of the TDV Interest to the TDV Interest Successful Bidder and/or the TDV Interest Back-Up Bidder(s) in accordance with Step 3.

iii. Step 3. The Trustee shall submit the TDV Interest Successful Bid, the TDV Interest Next Back-Up Bid(s), or the TDV Interest Acquired Bid, as applicable, for approval by the Court (the "TDV Interest Submitted Bid" or "TDV Interest Submitted Bidder") for entry of an order by the Court approving the sale (the "TDV Interest Sale Order").

M. Failure to Close Sale

If the TDV Interest Submitted Bidder does not close the transaction in accordance with the terms and conditions of the TDV Interest Submitted Bid, the Trustee may elect to submit the TDV Interest Next Back-Up Bid or the TDV Interest Next Back-Up Bidder to the preceding approval process, with the consent of the entity(ies) submitting such bid(s). The proceedings related to these selections shall be approved in the TDV Interest Sale Order.

N. Closing of Sale

The closing of a sale of the TDV Interest to the TDV Interest Submitted Bidder (the "TDV Interest Closing") shall be held in the offices of the Trustee, or such other location as is agreed to by the parties, as soon as practicable following the date the TDV Interest Sale Order becomes a final, non-appealable order (the "TDV Interest Closing Date"). The TDV Interest Closing Date specified in a given TDV Interest Potential Bid may be one factor considered by the Trustee in determining the highest and best bid.

O. No Modification of TDV Purchase Agreement or TDV Interest Form PPA

Nothing in the TDV Interest Bidding Procedures shall be construed to modify the terms and conditions set forth in the TDV Purchase Agreement or TDV Interest Form PPA, as applicable, executed by RCT or any TDV Interest Potential Bidder.

P. Resolution of Disputes

Any disputes related to the TDV Interest Bidding Procedures, including whether a TDV Interest Potential Bid constitutes a TDV Interest Qualified Bid, shall be resolved by the Court at the TDV Interest Auction, or at such other time as appropriate.

Contact Name: Daniel A. Lev
Contact Number: (213) 626-2311
Case Name: In re Bruce Elieff
Case Number: 8:19-bk-13858-SC

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1875 Century Park East, Suite 1900, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) November 15, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

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

November 15, 2023

Date

Cheryl Caldwell

Printed Name

/s/Cheryl Caldwell

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

2. SERVED BY U.S. MAIL

- **Julian K Bach** Julian@Jbachlaw.com, julianbach@sbcglobal.net
- **Christopher Dale Beatty** chris.beatty@katten.com, marsha.davis@katten.com, courtalertlax@katten.com
- **Jeffrey S Benice** jsb@jeffreybenice.com
- **Jess R Bressi** jess.bressi@dentons.com, kimberly.sigismondo@dentons.com
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- **Andrew Still** astill@swlaw.com, kcollins@swlaw.com
- **Philip E Strok** pstrok@swelawfirm.com, gcruz@swelawfirm.com;1garrett@swelawfirm.com;jchung@swelawfirm.com
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- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

- **Steven Werth** steven.werth@gmlaw.com,
swerth@ecf.courtdrive.com;pdillamar@ecf.courtdrive.com,Karen.Files@gmlaw.com;patricia.dillamar@gmlaw.com
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