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6

7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SANTA ANA DIVISION**

11 In re:
12 THE TULVING COMPANY, INC., a
13 California corporation,
14 Debtor.

Case No.: 8:14-bk-11492-ES

Chapter 7

**NOTICE OF MOTION AND MOTION FOR
ORDER AUTHORIZING THE TRUSTEE
TO (I) RETAIN GREATCOLLEC-
TIONS.COM D/B/A GREAT
COLLECTIONS AS AUCTIONEER,
(II) MODIFY, IN PART, ASSET
DISTRIBUTION PLAN, AND (III) SET
NEW OPT-OUT DEADLINE FOR
CREDITORS TO DETERMINE WHETHER
TO RECEIVE ERROR COINS IN PARTIAL
PAYMENT OF THEIR CLAIMS AND SELL
COINS NOT DISTRIBUTED TO
CREDITORS FREE AND CLEAR OF
LIENS, CLAIMS AND INTERESTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF;
DECLARATIONS OF WENETA M.A.
KOSMALA AND IAN RUSSELL**

Hearing:

Date: October 6, 2016
Time: 10:30 a.m.
Place: 411 West Fourth Street
Courtroom 5A
Santa Ana, CA 92701

Judge: Hon. Erithe A. Smith

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

1 **TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE,**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE, PARTIES THAT HAVE FILED**
3 **REQUESTS FOR SPECIAL NOTICE, AND OTHER INTERESTED PARTIES:**

4 **PLEASE TAKE NOTICE** that on **October 6, 2016, at 10:30 a.m.**, or as soon thereafter as
5 counsel may be heard, a hearing will be held (the "Hearing") upon the motion ("Motion") of Weneta
6 M.A. Kosmala, the duly appointed chapter 7 trustee (the "Trustee") for The Tulving Company, Inc.
7 (the "Debtor"), in the above-entitled chapter 7 case (the "Bankruptcy Case"), for the entry of an
8 order or orders, authorizing the Trustee to (i) retain GreatCollections.com d/b/a Great Collections
9 ("Great Collections") as Auctioneer, (ii) modify, in part, the Court approved plan for disbursement
10 of assets to Victim/Creditors under Coordination Agreement with United States Government, (iii) set
11 new opt-out deadline for Victim/Creditors to determine whether or not to receive their pro rata share
12 of approximately 15,544 coins consisting of 13,854 Presidential Error-Missing Edge Letter Coins
13 and 1,690 Double Edge Coins (collectively, the "Error Coins") in partial satisfaction of their claims,
14 and (iv) sell coins not distributed to Victim/Creditors (the "Remaining Coins") free and clear of all
15 liens, claims and interests (collectively, "Interests").

16 Pursuant to prior orders of the Bankruptcy Court¹, the Trustee was authorized to implement a
17 plan (the "Distribution Plan") to sell approximately 179,000 coins (the "Non-Error Coins") that had
18 been seized from the Debtor by the United States Government and to distribute the sale proceeds pro
19 rata to creditors who were victims of the Debtor's criminal actions ("Victim/Creditors"). The
20 Trustee also obtained authority to distribute the Error Coins directly to Victim/Creditors on a pro
21 rata basis in partial satisfaction of their claims. To this end, the Trustee retained Heritage
22 Auctioneers ("Heritage") to sell the Non-Error Coins and to ship the Error Coins to
23 Victim/Creditors. The sale of the Non-Error Coins was completed by Heritage on June 10, 2016 and
24 the sale proceeds have been remitted to the Trustee.² However, Heritage has advised the Trustee that

25 _____
26 ¹ See *Order for Coordination Agreement for Distribution of Seized Items From United States to Bankruptcy Trustee And*
27 *From Trustee to Victims* [Docket No. 264] entered July 22, 2015; and *Order (I) Authorizing Implementation of Trustee's*
28 *Proposed Plan for Liquidation of Seized Items and Disbursement of Assets to Victim/Creditors of Fraud in the*
Bankruptcy Case in Accordance with Coordination Agreement with United States Government, and (II) Granting Relief
Pursuant to Sections 105 and 363 of the Bankruptcy Code [Dkt. No. 494] entered January 28, 2106 (the "Distribution
Order").

² See *Submission of Report of Auctioneer and Auction Expenses* [Dkt. No. 600].

1 the value of the Error Coins is approximately \$500,000, far less than the \$7,367,325 valuation
2 provided by the Debtor's coin expert. The Trustee cannot substantiate either valuation of the Error
3 Coins without a formal grading of the coins. Therefore, the Trustee's proposed plan to distribute the
4 Error Coins on a pro rata basis based on the valuation provided by the Debtor is unworkable.
5 Heritage is currently holding the Error Coins, along with approximately 658 ungraded coins that
6 were not included in the auction (the Unidentified Coins"), pending further direction from the
7 Trustee and Court order.

8 The Trustee requested bids from coin experts to grade the Error Coins and received an offer
9 from Heritage to grade the coins at a cost of approximately \$250,000. The Debtor's coin expert
10 declined the Trustee's request to make an offer to re-grade the coins. Great Collections, a renowned
11 coin auctioneer (and the purchaser of the Debtor's customer lists), has offered to have the Debtor's
12 ungraded coins graded and encapsulated by Professional Coin Grading Service ("PCGS"), a national
13 coin grading service described more fully below, as part of its inventory and auction services. The
14 total cost for Great Collections to pick-up the Error Coins and the Unidentified Coins from Heritage
15 in Dallas, Texas, transport them to its location in Irvine, California, submit the ungraded Error
16 Coins³ and the Unidentified Coins to PCGS for grading and encapsulation, inventory the coins and
17 ship the graded coins to Victim/Creditors will range between \$110,250 and \$120,250. To auction
18 coins not distributed to Victim/Creditors, Great Collections will charge a listing fee of \$3 per coin
19 and a seller's fee of five percent (5%).

20 By the Motion, the Trustee seeks authority to retain Great Collections as its Auctioneer to
21 provide the foregoing services, subject to further order of the Court. Specifically, once the Ungraded
22 Coins are graded and encapsulated by PCGS, the Trustee's professionals will develop a new coin
23 distribution schedule specifically identifying the Error Coins to be distributed to each
24 Victim/Creditor. The Trustee will then file a motion requesting that the Court approve the new
25 distribution schedule for the Error Coins, authorize Great Collections to ship those coins to
26 Victim/Creditors who do not opt-out of receiving their earmarked coins and sell, at auction, all coins
27

28 _____
³ Approximately 2,800 Error Coins were previously graded.

1 not directly distributed to Victim/Creditors, as described more fully below. After grading and
2 pending further Court approval, Great Collections will hold and safeguard all coins of the Debtor.

3 The Motion also (a) seeks an order modifying the Distribution Plan insofar as it attributed a
4 value to the Error Coins of \$7,367,325, and (b) requests that the Court set a new opt-out deadline
5 (after the filing of the new distribution schedule) for Victim/Creditors to determine whether or not to
6 accept Error Coins in partial satisfaction of their claims. Finally, the Motion requests authority for
7 the Trustee to sell, at auction to be held by Great Collections, any Error Coins and other coins not
8 distributed to Victim/Creditors, free and clear of Interests.

9 **PLEASE TAKE FURTHER NOTICE** that the Motion is based on this Notice of Motion
10 and Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Weneta
11 M.A. Kosmala and Ian Russell filed concurrently herewith, and any other admissible evidence
12 properly brought before the Court.

13 **PLEASE TAKE FURTHER NOTICE** that Local Bankruptcy Rule 9013-1(f) requires that
14 any response to the Motion be filed with the Bankruptcy Court and served upon Trustee's counsel at
15 the address appearing on the upper-left hand corner of the caption page to this Motion and the Office
16 of the U.S. Trustee no later than fourteen (14) days prior to the Hearing hereon. The response must
17 be a complete written statement of all reasons in opposition to or in support of the Motion and
18 include declarations, documents and any responding memorandum of points and authorities.
19 Pursuant to Local Bankruptcy Rule 9013-1(h), the failure to timely file and serve written opposition
20 may be deemed by the Court to be consent to the granting of the relief requested in the Motion.

21 **WHEREFORE**, The Trustee respectfully requests that the Court authorize the Trustee to
22 retain Great Collection as Auctioneer to perform the services described herein, modify the
23 Distribution Plan insofar as it attributes a \$7,367,325 value to the Error Coins, set a new opt-out
24 deadline for Victim/Creditors to determine whether to accept Error Coins based on the new
25
26
27
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1 distribution schedule to be prepared by the Trustee's professionals, sell, at auction, any coins not
2 distributed to Victim/Creditors free and clear of Interests, and grant such other and further relief as is
3 appropriate and just.

4 Dated: September 1, 2016

PACHULSKI STANG ZIEHL & JONES LLP

6 By /s/ Linda F. Cantor
Linda F. Cantor

8 Counsel for Weneta M.A. Kosmala, Chapter 7
Trustee

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

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ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

A. The Background of the Debtor’s Business

The Tulving Company, Inc. (“Debtor”) is a California corporation. The Debtor was in the business of selling and purchasing gold, silver, coins and other precious metals through its internet website or by phone. Prior to the filing of the bankruptcy, customer complaints concerning delayed or undelivered orders were increasingly made to the Better Business Bureau against the Debtor and in early March, 2014, a class-action lawsuit was filed against the Debtor and Hannes Tulving, Jr., the Debtor’s sole shareholder and principal (“Hannes Tulving”) in the United States District Court, Northern District of California. A criminal investigation of the Debtor and Tulving by the Government was also being pursued, as described below. The Debtor ceased operations on or about March 3, 2014.

B. Procedural Background of the Bankruptcy Case

The Debtor commenced this case (the “Bankruptcy Case”) by the filing of a voluntary petition for relief under chapter 11 of the Bankruptcy Code on March 10, 2014. In light of the pending criminal investigation and other ongoing litigation against the Debtor, on March 18, 2014, the United States Trustee filed a *Stipulation Appointing Chapter 11 Trustee* [Docket No. 15] (the “Stipulation”), which was signed by both the Debtor and its attorney. The Stipulation was approved by the Bankruptcy Court on March 18, 2014 [Docket No. 16] and an Order was entered by the Court on March 21, 2014 approving the *U.S. Trustee’s Application for the Appointment of a Chapter 11 Trustee, appointing R. Todd Neilson as Trustee of the Debtor’s estate* [Docket No. 22]. Thereafter upon notice and hearing, the case was converted to a chapter 7 and R. Todd Neilson was appointed to serve as the chapter 7 Trustee [Docket 108]. On March 22, 2016, Mr. Neilson filed his *Withdrawal of Trustee* [Docket 564]. The UST filed its *Notice of Appointment of Trustee and Fixing of Bond; Acceptance of Appointment as Trustee* dated April 1, 2016 [Docket 566], appointing Weneta M. A. Kosmala as the chapter 7 trustee of the Debtor’s estate.

1 **C. The Criminal Case**

2 On March 8, 2014, Special Agents of the United States Secret Service executed a Search
3 Warrant on the Debtor's offices on probable cause that the Debtor and Hannes Tulving were
4 engaged in fraud. The Search Warrant resulted in the seizure of the Debtor's property including rare
5 coins and other valuable items. Criminal proceedings (the "Criminal Case") against the Debtor and
6 Hannes Tulving (collectively, "Defendants") ensued before the United States District Court for the
7 Western District of North Carolina (the "District Court").

8 Hannes Tulving and the Debtor eventually entered into a Plea Agreement with the United
9 States of America, by and through the Acting United States Attorney for the Western District of
10 North Carolina (the "Government") in the Criminal Case, pleading guilty to 18 U.S.C. § 1343 wire
11 fraud charge as set forth in Count One of a Bill of Information in the Criminal Case and, among
12 other things, agreed to pay restitution to the victims of fraud. Pursuant to that certain "*Coordination*
13 *Agreement for Disbursement of Seized Items from United States to Bankruptcy Trustee and from*
14 *Trustee to Victims*" (the "Coordination Agreement"), approved by order of this Court entered
15 July 22, 2015 [Docket No. 264] (the "Coordination Order")¹, Hannes Tulving was authorized to sign
16 the Plea Agreement on behalf of the Debtor in the Criminal Case. The Coordination Agreement also
17 provided a framework for the administration by the Bankruptcy estate of the coins that had been
18 seized by the Government.

19 **D. The Disposition Plan**

20 Pursuant to the Coordination Agreement, the Trustee made a proposal for the disposition of
21 the approximately 189,000 valuable coins (collectively, the "Seized Coins") that had been seized
22 from the Debtor by the Government (the "Disposition Plan"). The Disposition Plan was based upon
23 the Debtor's inventory and valuation of the Seized Coins. Under the Disposition Plan,
24 approximately 176,477 of the Seized Coins (the "Non-Error Coins") were to be sold at auction and
25 their proceeds distributed on a pro rata basis to creditors who were victims of the Debtor's crime
26 ("Victim/Creditors"). The Non-Error Coins were believed to have a liquidation value in the range of
27

28 ¹ See *Order for Coordination Agreement for Distribution of Seized Items From United States to Bankruptcy Trustee And From Trustee to Victims* [Docket No. 264] entered July 22, 2015..

1 \$400,000 to \$600,000. The Debtor's coin expert, Miles Standish, valued approximately 12,539
2 Presidential Error-Missing Edge Letter Coins at a value of \$7,367,235. The estate now believes that
3 there are 15,544 coins, consisting of 13,854 Presidential Error-Missing Edge Letter and 1,690
4 Double Edge Coins ("Error Coins"). In order not to dilute their value by flooding the market with
5 Error Coins, the Disposition Plan provided for the Error Coins to be distributed directly to
6 Victim/Creditors in partial satisfaction of their claims. However, Victim/Creditors could "opt-out"
7 of receiving Error Coins and the coins otherwise distributable to them (the "Rejected Coins") would
8 be sold at a later auction and their proceeds would be ratably distributed to all Victim/Creditors. The
9 Disposition Plan was accepted by the Government and approved by Order of the Bankruptcy Court
10 dated January 28, 2016 [Dkt. No. 494]². Thereafter, Victim/Creditors were provided an opportunity
11 to opt-out of receiving their allocated share of Error Coins. Thirty (30) of the Victim/Creditors
12 advised the Trustee's professionals of their determination to opt-out of receiving Error Coins.

13 In accordance with the Disposition Plan and bankruptcy court orders, the Seized Coins were
14 transferred to Heritage Auctioneers ("Heritage") in Dallas, Texas, and the Non-Error Coins were
15 sold at auction on June 10, 2016. Consistent with estimates; the net proceeds of sale of the
16 Non-Error Coins amounted to \$385,314.³ However, Heritage has advised the Trustee that the Error
17 Coins have a value of approximately \$500,000, and not \$7,367,235, as reported by the Debtor's coin
18 expert. Heritage is currently holding the Error Coins along with 658 coins that have not yet been
19 identified as Error or Non-Error Coins (the "Unidentified Coins")⁴ pending further direction of the
20 Trustee and Court order(s).

21 The Trustee cannot substantiate the valuation of the Error Coins attributed to them by the
22 Debtor's coin expert. In order to value the Error Coins, they must be individually graded, after
23 which a value or range of values may be readily assigned. Although the Debtor's coin expert
24 reportedly looked at and graded the Error Coins, only 2800 of the Error Coins were separately

25 _____
26 ² Order (I) Authorizing Implementation of Trustee's Proposed Plan for Liquidation of Seized Items and Disbursement of
27 Assets to Victim/Creditors of Fraud in the Bankruptcy Case in Accordance with Coordination Agreement with United
28 States Government, and (II) Granting Relief Pursuant to Sections 105 and 363 of the Bankruptcy Code [Dkt. No. 494]
entered January 28, 2106

³ See Submission of Report of Auctioneer and Auction Expenses [Dkt. No. 600].

⁴ Heritage segregated the Error Coins from its auction along with 658 ungraded Unidentified Coins that may or may not
constitute Error Coins.

1 marked; the remainder was comingled after their review. Therefore, certain of the Error Coins may
2 have values much greater than other Error Coins. For example, included among the Error Coins are
3 numerous 2009 Sac dollar coins which will likely grade between 64 through 68. Under the price
4 guide published by Professional Coin Grading Service, an international coin grading service
5 (“PCGS”), a 2009 Sac dollar coin graded 64 has a value of \$85.00 while a 2009 Sac dollar coin
6 graded 68 would have a value of \$1,000.00. Absent a formal grading of the ungraded Error Coins
7 and the Unidentified Coins (collectively, the “Ungraded Coins”), there is no mechanism for the
8 Trustee to determine their value or to prepare a ratable allocation of the Error Coins on account of
9 individual Victim/Creditor claims. Under the circumstances, the Disposition Plan with respect to the
10 distribution of Error Coins by Heritage to Victim/Creditors is not workable.

11 The Trustee has requested bids from coin experts to grade the Error Coins. The Debtor’s
12 coin expert declined the Trustee’s offer to make a bid to re-grade the Error Coins; another bid
13 received by the Trustee from Heritage was in the range of \$250,000. Greatcollections.com d/b/a
14 Great Collections (“Great Collections”), purchaser of the Debtor’s customer lists, has offered to
15 have the Ungraded Coins graded by PCGS as part of its auction services. The total cost for Great
16 Collections to pick-up the Error Coins and the Unidentified Coins from Heritage in Dallas, Texas,
17 transport them to its location in Irvine, California, submit the ungraded Error Coins⁵ and the
18 Unidentified Coins to PCGS for grading and encapsulation, inventory the coins and ship the graded
19 Error Coins to Victim/Creditors will range between \$110,250 and \$120,250. To auction coins not
20 distributed to Victim/Creditors, Great Collections will charge a listing fee of \$3 per coin and a
21 seller’s fee of five percent (5%).

22 By this Motion, the Trustee is seeking to retain Great Collections as Auctioneer to take
23 possession of and transport the Error Coins and the Unidentified Coins to its offices in Irvine,
24 California. Once the coins are at Great Collections’ offices, Great Collections will submit the
25 Ungraded Coins to PCGS to be graded and encapsulated (so that each is separately marked with a
26 grade and no future comingling occurs). Once the Ungraded Coins are graded and returned to Great
27 Collections, a value can be ascribed to each of them based upon the PCGS price guide (further
28

⁵ Approximately 2,800 Error Coins were previously graded.

1 described below) and the Trustee’s professionals will develop a schedule listing each claim and the
2 specific Error Coins to be distributed to each Victim/Creditor. The Trustee will then file a motion
3 with the Bankruptcy Court seeking approval of the new distribution schedule and requesting that the
4 Court authorize Great Collections to ship Error Coins to Victim/Creditors pursuant to that schedule
5 (the “Distribution Motion”). Great Collections will hold and safeguard the coins in its vault until the
6 Trustee obtains Court approval of the Distribution Motion.

7 Based upon the foregoing, the Trustee requests that this Court authorize the retention of
8 Great Collections, modify the Disposition Order insofar as it attributes a value of \$7,367,235 to the
9 Error Coins, and set a new opt-out deadline for creditors to notify the Trustee of their intent whether
10 or not to receive their allocated Error Coins and authorize the Trustee to sell, at auction, any coins
11 not distributed to Victim/Creditors. The proposed new opt-out deadline is thirty (30) days after the
12 filing of the Distribution Motion. By that time, Victim/Creditors will know which Error Coins are
13 proposed to be distributed to them and can make an informed decision whether they wish to “opt-
14 out” and not receive their allocated Error Coins and allow those Rejected Coins to be auctioned.

15 Provided the Court approves the Distribution Motion, after the passage of the opt-out period,
16 Great Collections will ship coins to Victim/Creditors in accordance with the schedule set forth in the
17 Distribution Motion, and will auction the Rejected Coins and any remaining coins of the Debtor that
18 were not sold at the Heritage Auction. The net proceeds of that auction will be distributed pro rata to
19 all Victim/Creditors.

20 At all times the Debtor’s coins will be covered by Great Collections’ extensive insurance
21 policy with Lloyd’s of London, which will list the Trustee as an additional insured. PCGS also has
22 substantial insurance and security, as discussed below. With respect to its auction of any Rejected
23 Coins that are the subject of “opt-out” determinations by Victim/Creditors, Great Collections will
24 have in place a blanket bond of \$25,000 and will obtain a bond in favor of the United States Trustee
25 in the amount of \$150,000, which is estimated to exceed the total value of the Rejected Coins.⁶
26 However, if it is later determined that the value of the coins to be auctioned exceeds the \$150,000

27 ⁶ As noted, only 30 of the 381 victim/creditors (approximately 8%) previously determined not to receive Presidential
28 Error Coins and to have their coins sent to auction. Assuming a similar response is received following a new opt-out
period and based on a valuation of \$600,000 for the Presidential Error Coins, the value of the coins to be auctioned
would be \$48,000, less than one-third of the bond amount.

1 bond amount, Great Collections will immediately file a supplement to its employment application
2 and attach a revised bond sufficient to secure the full value of the coins to be auctioned.

3 **II.**

4 **THE RETENTION OF GREAT COLLECTIONS AS AUCTIONEER**

5 **IS IN THE BEST INTERESTS OF THE ESTATE**

6 As outlined above, the Trustee seeks to retain Great Collections as Auctioneer to provide
7 auction related services and, subject to approval of the Distribution Motion, ship Error Coins to
8 Victim/Creditors and sell coins not distributed to Victim/Creditors at auction. The Trustee believes
9 that it is in the best interests of the Estate to retain Great Collections as they can provide the myriad
10 of services needed for the Trustee to administer the Error Coins and the Unidentified Coins. Great
11 Collections is well-qualified to act as Auctioneer to provide the services set forth below.

12 **A. Auction Services and Terms of Retention.**

13 i) Transportation. As set forth in the Declaration of Ian Russell submitted concurrently
14 herewith, Great Collections will take possession of approximately 15,544 Error Coins and 658
15 Unidentified Coins and transport them from the offices of Heritage Auctioneers in Dallas, Texas, to
16 the offices of Great Collections in Irvine, California. Representatives from Great Collections will
17 verify the count of coins at Dallas and insure delivery from Dallas to Irvine.

18 ii) Insurance and Bonding. At all times while in Great Collections' possession, in transit
19 from PCGS, at PCGS and while in transit to Victim/Creditors, the coins will be covered by Great
20 Collections' substantial insurance policy with Lloyds of London in the amount of \$7,500,000 and the
21 Trustee will be named a Loss Payee to Great Collections' Certificate of Insurance. With respect to
22 its auction of any Rejected Coins that are the subject of "opt-out" determinations by
23 Victim/Creditors, Great Collections will have a blanket bond in the amount of \$25,000 and will
24 obtain an individual bond in favor of the United States Trustee in the amount of \$150,000, which is
25 estimated to exceed the total value of the Rejected Coins. However, if it is later determined that the
26 value of the coins to be auctioned exceeds the \$150,000 bond amount, Great Collections will
27 immediately file a supplement to its employment application and attach a revised bond sufficient to
28 secure the full value of the coins to be auctioned.

1 iii) Submission for grading and encapsulation to PCGS. Once the coins are at Great
2 Collections' location, the previously graded Error Coins will be stored in its vault. The Ungraded
3 Coins will be submitted by Great Collections to PCGS to be graded and encapsulated so that each is
4 separately marked with a grade and no future comingling occurs. Great Collections will be
5 submitting the Ungraded Coins to PCGS under Great Collections' account with PCGS. (Other than
6 members of the PCGS Collectors Club, coins may only be submitted to PCGS for grading through
7 its authorized dealers such as Great Collections.) A copy of the 2016 PCGS Submission Form is
8 annexed to the Russell Declaration appended hereto. As set forth in the Russell Declaration, Great
9 Collections complies with the PCGS Grading Terms and Conditions set forth on page 3 of the PCGS
10 Submission Form.

11 iv) PCGS and its grading process. The Trustee is informed and believes that PCGS
12 provides impartial coin grading and authentication services, certifying coins from over 100
13 countries. As set forth on its website, PCGS has been in operation since February 3, 1986, and
14 utilizes a grading scale developed in 1948 by Dr. William Sheldon, a renowned numismatist, and
15 assigns grades to coins ranging from "1" through "70". The PCGS coin graders are selected from a
16 group of numismatic experts experienced in the PCGS grading scale based on published standards
17 and an extensive grading set of coins.

18 As discussed on its website, a series of coin graders (two, at minimum and in most instances
19 three or more grading experts) enter independent grade determinations in a computer database until a
20 consensus is reached and the final grade assigned. Once the grading process is complete, the coin is
21 sonically sealed or encapsulated inside a clear, tamper-evident coin capsule and PCGS assigns a
22 unique certification number to the coin which is permanently sealed inside each coin capsule. This
23 protects the coin, allows optimal viewing and provides a reliable means of identifying the individual
24 coin. Thereafter, the coin is returned to the grading room for verification by another expert.

25 v) Coin Valuation. After the coins have been graded, the value of each graded coin is
26 determined by reference to the PCGS Guide, consisting of the average dealer asking prices for
27 PCGS-graded coins. The prices are compiled from various sources including dealer ads in trade
28 papers, dealer fixed price lists and website offerings, significant auctions and activity at major coin

1 shows. Dealer specialist and expert collectors provide pricing input as well. Great Collections will
2 prepare an inventory identifying each of the graded coins and provide a value (according to PCGS
3 Price Guide) for such coin. Great Collections does not represent or verify the values that PCGS
4 assigns. PCGS Price Guide is a retail price reference guide prepared by PCGS.

5 vi) Timing. Upon approval of this Motion, it will take approximately twenty-eight (28)
6 days for the coins to be transported from Dallas, Texas, to Irvine, California. Once the coins are in
7 Irvine, California, Great Collections will deliver the Ungraded Coins to PCGS within twenty-four
8 (24) to forty-eight (48) hours. The Trustee is informed and believes that it will take PCGS
9 approximately six (6) weeks to grade all of the Ungraded Coins. After the Distribution Motion has
10 been approved by the Court, it will take Great Collections approximately two (2) weeks to ship the
11 packages of coins to Victim/Creditors. It is estimated that it would take four (4) to six (6) weeks for
12 Great Collections to sell coins not distributed to Victim/Creditors at auction, however, if the number
13 of coins to be sold are large, it may take over ten (10) to twelve (12) weeks to auction the coins.
14 Settlement with buyers is thirty (30) days following each auction date. Auctions are live for a
15 minimum of ten (10) days and always end on a Sunday.

16 vii) PCGS Insurance. As set forth on its website, all coins at PCGS are covered by
17 PCGS's liability insurance policy and the PCGS premises are further protected by its security
18 personnel and state of the art security systems. As noted above, the coins will also be covered by
19 Great Collections' insurance while at PCGS and in transit to and from PCGS.

20 viii) Cost. Great Collections estimates that the total fees for shipping and handling the
21 coins from Dallas to Irvine, delivering the coins to and from PCGS, having PCGS grade and
22 encapsulate the coins, inventorying the coins and, subject to further court approval of the
23 Distribution Motion to be filed by the Trustee, ship the Error Coins to Victim/Creditors will range
24 between \$110,250 and \$120,250. Great Collections will bill the estate at cost for its bonds. Great
25 Collections requests \$20,000 to be paid upon Court approval of its retention by the Trustee and the
26 balance paid prior to shipping the Error Coins to Victim/Creditors.

27 ix) Auction services. The coins will be transferred to Great Collections pursuant to its
28 Consignment Form, a copy of which is annexed to the Russell Declaration appended hereto. As

1 shown, Great Collections has agreed to strike paragraph no. 2 (Consignor Warranties) and paragraph
2 no. 12 (Arbitration) from the Terms and Conditions set forth on the reverse side of its Consignment
3 Form for this transaction. For its auction services, Great Collections will charge a listing fee of \$3
4 per coin and a seller's fee of 5%. All other terms and conditions of Great Collections' retention are
5 as set forth in this Motion.

6 x) Auction Report. Great Collections has reviewed the Office of the United States
7 Trustee Auctioneer Guidelines and will abide thereby, including preparing an auction report for
8 filing with the Bankruptcy Court following the completion of auction services, subject to the
9 following limitation: consistent with the numismatic industry standards relating to the privacy of
10 purchase transactions, Great Collections will not identify by name the actual purchasers of coins sold
11 in its auction report, but rather will identify such parties with a numeric or alpha-numeric
12 identification number.

13 The Trustee believes that the employment of Great Collections in accordance with the above
14 terms is in the best interests of the Estate.

15 **B. The Auctioneer Does Not Hold Or Represent An Interest Adverse To The Estate And Is**
16 **A Disinterested Person**

17 Ian Russell, President of Great Collections, has read and understands the provisions of
18 sections 327, 328, 330 and 331 of the Bankruptcy Code, which require, among other things,
19 Bankruptcy Court approval of Great Collections' employment and court authorization of all fees and
20 costs that Great Collections may be entitled to receive from the Estate.

21 Based upon the Declaration of Ian Russell filed concurrently herewith (the "Russell
22 Declaration"), the Trustee is informed and believes, and based thereon alleges, that Great
23 Collections, including any of its associates or employees, has no connection with the Trustee, the
24 Debtor, the Estate's creditors, the United States Trustee or any employees of the United States
25 Trustee, the Bankruptcy Judge or any other party in interest, other than as follows:

- 26 1) Great Collections purchased the Debtor's customer lists from the Chapter 7 Trustee
27 pursuant to order of the Court entered January 12, 2015.⁷

28 ⁷ See Order (A) Approving Asset Purchase Agreement (B) Approving Sale Of Estate's Property (Debtor's Customer Lists, Phone Numbers, Web Address, Certain Customer Files, And Related Personal Property) Free And Clear Of All

1 2) Great Collections acknowledged and agreed that it would fully abide by and implement
2 the Debtor's Privacy Policy in respect of any and all personally identifiable information
3 of and relating to Debtor's customers in connection with its purchase of the Debtor's
4 customer records⁸ and in connection with the Trustee's turnover of the Debtor's customer
5 list books and records.⁹

6 3) In the ordinary course of business prior to Debtor's bankruptcy filing, Great Collections
7 made several purchases of coins from the Debtor and made one or two sales of coins to
8 the Debtor which, in total, aggregated less than \$250,000.

9 The Trustee is further informed and believes that Great Collections neither represent nor hold an
10 interest adverse to the estate, and is a disinterested person in accordance with § 101(14) of the
11 United States Bankruptcy Code.

12 The conclusion that Great Collections is disinterested is based upon the fact that to the best of
13 the Trustee's knowledge, based upon the Russell Declaration, the Auctioneer:

14 (1) is not a creditor, an equity security holder or, an insider of the Debtor;

15 (2) is not and was not, within 2 years before the date of the filing of the petition, a
16 director, officer, or employee of the Debtor; and

17 (3) does not have an interest materially adverse to the interest of the Debtor or the Estate
18 or any class of creditors or equity holders, by reason of any direct or indirect relationship to,
19 connection with, or in, the Debtor or the Estate or for any reason.

20 Consequently, the Trustee asks the Court to find that Great Collections is "disinterested"
21 under §101(14) of the Bankruptcy Code.

22 **C. The Employment and Compensation of Great Collections is Proper Under 11 U.S.C.**
23 **§§327(a) 328(a)**

24 As noted, the Trustee seeks to employ Great Collections to provide a range of auction related
25 services and, subject to approval of the Disposition Motion, to distribute Error Coins to
26 Victim/Creditors and sell at auction coins not otherwise distributed to Victim/Creditors. In this
27 regard, 11 U.S.C. § 327(a) expressly provides that the Trustee may employ an auctioneer to assist

28 *Liens, Claims, Encumbrances And Interests;(C) Approving Ombudsman's Fee Application And Authorizing Payment Of
His fees/Expenses Out Of Sale Proceeds; And (D) Granting Related Relief [Dkt No. 208] .*

⁸ *Id.*

⁹ *See Order Approving Chapter 7 Trustee's Motion for Order (I) Authorizing the Turnover of Certain Books, Records
and Files of the Debtor to GreatCollections.com d/b/a Great Collections, (II) Authorizing the Disposal of of Other
Books, Records and Files as they Become Unnecessary, (III) Authorizing Payment of Disposal of Costs When Incurred,
and (IV) Granting Related Relief [Dkt. No. 608] dated July 10, 2016.*

1 the Trustee in carrying out his duties. The one caveat is that the proposed professional holds no
2 interest adverse to the estate. The Trustee is informed and believes that Great Collections holds no
3 interest adverse to the estate and it is a disinterested person. The Debtor is no longer in business and
4 pursuant to agreement with the Government and its agencies, the Debtor cannot operate. Therefore,
5 the purchase by Great Collections of the Debtor's customer lists does not create competition with the
6 Debtor's estate, and Great Collections has agreed to abide by the Debtor's customer privacy policy.
7 Further, the shipment by Great Collections of Error Coins to Victim/Creditors who are primarily the
8 Debtor's customers does not provide Great Collections with information not already in its
9 possession, which it is required to maintain confidential. Accordingly, the Trustee submits that
10 Great Collections, in accordance with § 327(a) of the Bankruptcy Code, is eligible for employment
11 as the Estate's auctioneer. Further, § 328(a) of the Bankruptcy Code permits employment of a
12 professional "on any reasonable terms and conditions of employment, including...on a fixed or
13 percentage fee basis...." The Trustee submits that the compensation scheme described above is
14 reasonable under the circumstances and should be approved.

15 **III.**

16 **THE DISTRIBUTION PLAN SHOULD BE MODIFIED AND A NEW OPT-OUT**
17 **DATE SET FOR VICTIM/CREDITORS TO DETERMINE WHETHER OF NOT TO**
18 **RECEIVE ERROR COINS IN PARTIAL SATISFACTION OF THEIR CLAIMS**

19 As noted above, the Disposition Order entered January 28, 2106, authorized the Trustee to
20 implement his Disposition Plan, providing for Heritage to sell the Non-Error Coins and to distribute
21 Error Coins to Victim/Creditors on a pro rata basis utilizing the Debtor's coin expert's valuation to
22 determine allocation amounts. However, as the Trustee cannot substantiate the Debtor's valuation of
23 the Error Coins and Heritage believes the Error Coins have a value of approximately \$500,000 rather
24 than approximately \$7.3 million, the valuation underlying the Disposition Plan is no longer viable.
25 Therefore, the Motion requests a modification of the Disposition Plan insofar as that plan allocated a
26 value of \$7,367,235 to the Error Coins being distributed to Victim/Creditors. Notwithstanding the
27 foregoing, it remains the Trustee's intent to implement the Disposition Plan for a ratable distribution
28 of Error Coins directly to Victim/Creditors but based upon the valuations to be determined after the

1 coins have been graded by PCGS, and subject to Court approval of the Trustee's new distribution
2 plan to be set forth in a Distribution Motion to be filed as soon as practicable after grading has been
3 completed and valuations have been established.

4 The Disposition Plan also allowed Victim/Creditor to choose not to receive the Error Coins
5 allocated to them, in which case those Rejected Coins would be auctioned and their proceeds
6 distributed to all Victim/Creditors based on their outstanding claims. In accordance with the
7 Disposition Order, approximately thirty (30) Victim/Creditors determined to opt-out of receiving
8 Error Coins. However, the Disposition Plan was based upon a valuation of the Error Coins no
9 longer supportable.

10 In the exercise of her business judgment, the Trustee believes that Victim/Creditors should be
11 given another opportunity to make a determination regarding receipt of the Error Coins after the
12 coins have been graded and valued, and Victim/Creditors are notified of the specific Error Coins to
13 be allocated on account of their individual claims. That information will be set forth in the
14 Distribution Motion, as described above. This Motion therefore requests that a new opt-out period
15 be set allowing Victim/Creditors to make a determination whether or not to "opt-out" of receiving
16 their allocated Error Coins no later than thirty (30) days after the filing of the Distribution Motion.
17 Provided this Motion is granted, concurrent with the filing and service of the Distribution Motion,
18 the Trustee will serve a separate notice advising Victim/Creditors that they must notify the Trustee
19 of their determination not to receive the Error Coins no later than thirty (30) days after the filing and
20 service of the Distribution Motion.

21 **IV.**

22 **THE TRUSTEE SHOULD BE AUTHORIZED TO SELL AT AUCTION**
23 **THE REJECTED COINS AND OTHER COINS NOT DISTRIBUTED TO**
24 **VICTIM/CREDITORS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS**

25 **A. The Sale of the Remaining Coins is Authorized Under 11 U.S.C. §363(b)(1)**

26 After the Error Coins have been allocated to individual Victim/Creditors and the opt-out
27 period for receipt of Error Coins has passed, the estate will hold the Rejected Coins and any
28 Unidentified Coins that are determined (through grading) not to constitute Error Coins (collectively,

1 the Remaining Coins”). The Trustee hereby seeks authority to cause Great Collections to sell the
2 Remaining Coins at auction. The sale of the Remaining Coins comports with Section 363(b)(1) of
3 the Bankruptcy Code, which provides that “the trustee, after notice and a hearing, may use, sell or
4 lease, other than in the ordinary course of business, property of the estate.” Courts require that the
5 proposed sale be made in good faith and in the trustee’s business judgment. *See In re 240 North*
6 *Brand Partners, Ltd.*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996) (“debtors who wish to utilize §
7 363(b) to dispose of property of the estate must demonstrate that such disposition has a valid
8 business justification.”), *In re Moore*, 110 B.R. 924, 928 (Bankr. C.D. Cal. 1990) (recognizing that
9 business judgment rule applies to trustee’s disposition of estate property). Bankruptcy courts
10 frequently approve competitive bidding procedures as a means of ensuring that such sales will
11 generate the highest and best returns to the estate. *In re Lahijani*, 325 B.R. 282 (B.A.P. 9th Cir.
12 2005); *In re Two "S" Corp.*, 875 F.2d 240, 243-44 (9th Cir. 1989).

13 **B. The Sale of the Remaining Coins Free and Clear of Interests Pursuant to 11 U.S.C.**
14 **§363(f) Should be Approved**

15 The Trustee requests that the Court approve the Sale of the Remaining Coins free and clear
16 of all Interests, with any such Interests to attach to the Sale Proceeds with the same validity,
17 enforceability, and priority, if any, as existed with respect to the Property as of the date of the
18 commencement of the Debtor’s case.

19 Section 363(f) of the Bankruptcy Code expressly authorizes a trustee to sell property outside
20 the ordinary course of business “free and clear of any interest in such property of an entity” if any
21 one of the five following conditions is met:

- 22 1. applicable non-bankruptcy law permits sale of such property free and clear of
23 such interest;
 - 24 2. such entity consents;
 - 25 3. such interest is a lien and the price at which such property is to be sold is
26 greater than the aggregate value of all liens on such property; and
 - 27 4. such interest is in bona fide dispute; or
- 28

1 5. such entity could be compelled, in a legal or equitable proceeding, to accept a
2 money satisfaction of such interest.

3 11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is written in the disjunctive, any
4 one of these five conditions provides authority to sell the Property free and clear of liens. *See*
5 *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988).

6 The Trustee is not aware of any lien against the Property that is the subject of this Motion.
7 However, if a holder of a lien or claim receives notice of the sale and fails to object, the Property
8 may be sold free and clear of that lien or claim under section 363(f)(2) of the Bankruptcy Code.
9 Thus, a sale free of Interests is thus permitted.

10 **C. In the Trustee’s Business Judgment, the Auction of the Remaining Coins by Great**
11 **Collections Should be Approved**

12 In the exercise of her business judgment, the Trustee believes that an auction of the
13 Remaining Coins is the best method by which to maximize the value of the Remaining Coins. By
14 this method, the Remaining Coins will be exposed to the greatest number of buyers and bids will be
15 subject to overbids, so any and all parties wishing to purchase the Remaining Coins for a higher
16 price may do so. Moreover, the sale at auction of any coins not distributed to Victim/Creditors was
17 set forth in the Disposition Plan approved by the Court and the Government. However, Great
18 Collections rather than Heritage will be implementing the auction of the coins.

19 **V.**

20 **CONCLUSION**

21 **WHEREFORE**, The Trustee respectfully requests that the Court (i) authorize the Trustee to
22 retain Great Collection as Auctioneer to perform the services described herein, (ii) modify the
23 Distribution Order insofar as it attributes a \$7,367,325 value to the Error Coins, (iii) set a new
24 opt-out deadline for Victim/Creditors to determine whether to accept Error Coins based on the new
25
26
27
28

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ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

1 distribution schedule to be prepared by the Trustee's professionals, (iv) sell the Remaining Coins at
2 auction free and clear of all Interests, and (iv) grant such other and further relief as is appropriate and
3 just.

4 Dated: September 1, 2016

PACHULSKI STANG ZIEHL & JONES LLP

6 By /s/ Linda F. Cantor
Linda F. Cantor

8 Counsel for Weneta M.A. Kosmala, Chapter 7
Trustee

DECLARATION OF WENETA M. A. KOSMALA

I, Weneta M.A. Kosmala, declare as follows:

1. I am the duly appointed chapter 7 trustee (the "Trustee") for the estate of The Tulving Company, Inc., debtor in the above-captioned case (the "Debtor"). I make this declaration ("Declaration") in support of the *Notice Of Motion and Motion for entry of an order or orders, authorizing the Trustee to (i) retain GreatClllections.com d/b/a Great Collections as auctioneer, (ii) modify, in part, the Court approved plan for disbursement of assets to Victim/Creditors under Coordination Agreement with United States Government, (iii) set new opt-out deadline for Victim/Creditors to determine whether or not to receive their pro rata share of approximately 15,544 coins consisting of 13,854 Presidential Error-Missing Edge Letter Coins and 1,690 Double Edge Coins (collectively, the "Error Coins") in partial satisfaction of their claims, and (iv) sell the Remaining Coins not Distributed to Victim/Creditors* (the "Motion"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Motion.

2. Except as otherwise indicated, all facts set forth in this Declaration are based on my personal knowledge (albeit my own or that gathered by professionals rendering services to me), or my opinion based on experience, knowledge, and information concerning the estate. If called upon, I can and will competently testify to the facts stated herein.

3. The Debtor is a California corporation. The Debtor was in the business of selling and purchasing gold, silver, coins and other precious metals through its internet website or by phone. Prior to the filing of the bankruptcy, customer complaints concerning delayed or undelivered orders were increasingly made to the Better Business Bureau against the Debtor and in early March, 2014, a class-action lawsuit was filed against the Debtor and Hannes Tulving in the United States District Court, Northern District of California. A criminal investigation of the Debtor and Hannes Tulving by the Government was also being pursued, as described below. The Debtor ceased operations on or about March 3, 2014.

4. The Debtor commenced the Bankruptcy Case by the filing of a voluntary petition for relief under chapter 11 of the Bankruptcy Code on March 10, 2014. In light of the pending criminal investigation and other ongoing litigation against the Debtor, on March 18, 2014, the United States

1 Trustee filed a *Stipulation Appointing Chapter 11 Trustee* [Docket No. 15], which was signed by
2 both the Debtor and its attorney. The Stipulation was approved by the Bankruptcy Court on March
3 18, 2014 [Docket No. 16] and an Order was entered by the Court on March 21, 2014 approving the
4 *U.S. Trustee's Application for the Appointment of a Chapter 11 Trustee, appointing R. Todd Neilson*
5 *as Trustee of the Debtor's estate* [Docket No. 22]. Thereafter upon notice and hearing, the case was
6 converted to a chapter 7 and R. Todd Neilson was appointed to serve as the chapter 7 Trustee
7 [Docket 108]. On March 22, 2016, Mr. Neilson filed his Withdrawal of Trustee [Docket 564]. The
8 UST filed its *Notice of Appointment of Trustee and Fixing of Bond; Acceptance of Appointment as*
9 *Trustee* dated April 1, 2016 [Docket 566], appointing me as the chapter 7 trustee of the Debtor's
10 estate.

11 5. On March 8, 2014, Special Agents of the United States Secret Service executed a
12 Search Warrant on the Debtor's offices on probable cause that the Debtor and Hannes Tulving were
13 engaged in fraud. The Search Warrant resulted in the seizure of the Debtor's property including rare
14 coins and other valuable items. Criminal proceedings against the Debtor and Hannes Tulving
15 ensued before the United States District Court for the Western District of North Carolina.

16 6. Hannes Tulving and the Debtor eventually entered into a Plea Agreement with the
17 United States of America, by and through the Acting United States Attorney for the Western District
18 of North Carolina in the Criminal Case, pleading guilty to 18 U.S.C. § 1343 wire fraud charge as set
19 forth in Count One of a Bill of Information in the Criminal Case and, among other things, agreed to
20 pay restitution to the victims of fraud. Pursuant to that certain "*Coordination Agreement for*
21 *Disbursement of Seized Items from United States to Bankruptcy Trustee and from Trustee to*
22 *Victims*" approved by order of this Court entered July 22, 2015 [Docket No. 264]¹³. Hannes Tulving
23 was authorized to sign the Plea Agreement on behalf of the Debtor in the Criminal Case. The
24 Coordination Agreement also provided a framework for the administration by the Bankruptcy estate
25 of the coins that had been seized by the Government.

26
27
28 ¹³ See *Order for Coordination Agreement for Distribution of Seized Items From United States to Bankruptcy Trustee*
And From Trustee to Victims [Docket No. 264] entered July 22, 2015.

1 7. Pursuant to the Coordination Agreement, the Trustee made a proposal for the
2 disposition of the approximately 189,000 valuable coins that had been seized from the Debtor by the
3 Government. The Disposition Plan was based upon the Debtor's inventory and valuation of the
4 Seized Coins. Under the Disposition Plan, approximately 176,477 of the Seized Coins were to be
5 sold at auction and their proceeds distributed on a pro rata basis to creditors who were victims of the
6 Debtor's crime. The Non-Error Coins were believed to have a liquidation value in the range of
7 \$400,000 to \$600,000. I am informed and believe that the Debtor's coin expert, Miles Standish,
8 valued approximately 12,539 Presidential Error-Missing Edge Letter Coins at a value of \$7,367,235.
9 Based upon my professionals' review of the coins at Heritage, I am informed and believe that there
10 are 15,544 Error Coins, consisting of 13,854 Presidential Error-Missing Edge Letter and 1,690
11 Double Edge Coins. In order not to dilute their value by flooding the market with Error Coins, the
12 Disposition Plan provided for the Error Coins to be distributed directly to Victim/Creditors in partial
13 satisfaction of their claims. However, Victim/Creditors could "opt-out" of receiving Error Coins and
14 the coins otherwise distributable to them would be sold at a later auction and their proceeds would
15 be ratably distributed to all Victim/Creditors. The Disposition Plan was accepted by the
16 Government and approved by Order of the Bankruptcy Court dated January 28, 2016 [Dkt. No. 494].
17 Thereafter, Victim/Creditors were provided an opportunity to opt-out of receiving their allocated
18 share of Error Coins. Thirty (30) of the Victim/Creditors advised my professionals of their
19 determination to opt-out of receiving Error Coins.

20 8. In accordance with the Disposition Plan and bankruptcy court orders, the Seized
21 Coins were transferred to Heritage Auctioneers in Dallas, Texas, and the Non-Error Coins were sold
22 at auction on June 10, 2016. Consistent with estimates; the net proceeds of sale of the Non-Error
23 Coins amounted to \$385,314. However, Heritage has advised my professionals that the Error Coins
24 have a value of approximately \$500,000, and not \$7,367,235, as reported by the Debtor's coin
25 expert. Heritage is currently holding the Error Coins along with 658 coins that have not yet been
26 identified as Error or Non-Error Coins pending further direction of the Trustee and Court order(s).

27 9. I cannot substantiate the valuation of the Error Coins attributed to them by the
28 Debtor's coin expert. In order to value the Error Coins, they must be individually graded, after

1 which a value or range of values may be readily assigned. Although the Debtor's coin expert
2 reportedly looked at and graded the Error Coins, only 2800 of the Error Coins were separately
3 marked; the remainder was comingled after their review. Therefore, certain of the Error Coins may
4 have values much greater than other Error Coins. For example, included among the Error Coins are
5 numerous 2009 Sac dollar coins which will likely grade between 64 through 68. I am informed and
6 believe that under the price guide published by Professional Coin Grading Service, an international
7 coin grading service, a 2009 Sac dollar coin graded 64 has a value of \$85.00 while a 2009 Sac dollar
8 coin graded 68 would have a value of \$1,000.00. Absent a formal grading of the ungraded Error
9 Coins and the Unidentified Coins, there is no mechanism for me or my professionals to determine
10 their value or to prepare a ratable allocation of the Error Coins on account of individual
11 Victim/Creditor claims. Under the circumstances, the Disposition Plan with respect to the
12 distribution of Error Coins by Heritage to Victim/Creditors is not workable.

13 10. The former Trustee and I requested bids from coin experts to grade the Error Coins.
14 The Debtor's coin expert declined my offer to make a bid to re-grade the Error Coins; another bid
15 received by the Trustee from Heritage was in the range of \$250,000. Great Collections, purchaser of
16 the Debtor's customer lists, has offered to have the Ungraded Coins graded by PCGS as part of its
17 auction services. The total cost for Great Collections to pick-up the Error Coins and the
18 Unidentified Coins from Heritage in Dallas, Texas, transport them to its location in Irvine,
19 California, submit the ungraded Error Coins and the Unidentified Coins to PCGS for grading and
20 encapsulation, inventory the coins and ship the graded Error Coins to Victim/Creditors will range
21 between \$110,250 and \$120,250. To auction coins not distributed to Victim/Creditors, Great
22 Collections will charge a listing fee of \$3 per coin and a seller's fee of five percent (5%).

23 11. By the Motion, I am seeking authority to retain Great Collections as Auctioneer to
24 take possession of and transport the Error Coins and the Unidentified Coins to its offices in Irvine,
25 California. Once the coins are at Great Collections' offices, Great Collections will submit the
26 Ungraded Coins to PCGS to be graded and encapsulated (so that each is separately marked with a
27 grade and no future comingling occurs). Once the Ungraded Coins are graded and returned to Great
28 Collections, a value can be ascribed to each of them based upon the PCGS price guide as described

1 in the Motion and my professionals will develop a schedule listing each claim and the specific Error
2 Coins to be distributed to each Victim/Creditor. I will then file a motion with the Bankruptcy Court
3 seeking approval of the new distribution schedule and requesting that the Court authorize Great
4 Collections to ship Error Coins to Victim/Creditors pursuant to that schedule. Great Collections will
5 hold and safeguard the coins in its vault until the Trustee obtains Court approval of the Distribution
6 Motion.

7 12. Great Collections has advised me that at all times the Debtor's coins will be covered
8 by Great Collections' extensive insurance policy with Lloyd's of London, listing me as an additional
9 insured. (A copy of Great Collections' insurance declaration page is appended to the Russell
10 Declaration.) I am informed and believe that PCGS also has substantial insurance and security, as
11 discussed in the Motion. With respect to its auction of any Rejected Coins that are the subject of
12 "opt-out" determinations by Victim/Creditors, Great Collections will have a blanket bond in the
13 amount of \$25,000 and will obtain a bond in favor of the United States Trustee in the amount of
14 \$150,000, which is estimated to exceed the total value of the Rejected Coins.¹⁴ However, if it is later
15 determined that the value of the coins to be auctioned exceeds the \$150,000 bond amount, Great
16 Collections will immediately file a supplement to its employment application and attach a revised
17 bond sufficient to secure the full value of the coins to be auctioned.

18 13. I will submit the coins to Great Collections pursuant to their Consignment Form, a
19 copy of which is appended to the Russell Declaration. Great Collections has agreed to strike
20 paragraph no. 2 (Consignor Warranties) and paragraph no. 12 (Arbitration) from the Terms and
21 Conditions set forth on the reverse side of its Consignment Form. All other terms and conditions of
22 Great Collections' retention by the estate are as set forth in the Motion.

23 14. I believe that the employment of Great Collections in accordance with the terms set
24 forth in the Motion and in the Russell Declaration is in the best interests of the Estate. Based upon
25 the Russell Declaration, I am informed and believe, and based thereon allege, that Great Collections,
26 including any of its associates or employees, has no connection with the Trustee, the Debtor, the

27 ¹⁴ As noted, only 30 of the 381 victim/creditors (approximately 8%) previously determined not to receive Presidential
28 Error Coins and to have their coins sent to auction. Assuming a similar response is received following a new opt-out
period and based on a valuation of \$600,000 for the Presidential Error Coins, the value of the coins to be auctioned
would be \$48,000, less than one-third of the bond amount.

1 Estate's creditors, the United States Trustee or any employees of the United States Trustee, the
2 Bankruptcy Judge or any other party in interest, other than as follows:

3 (a) Great Collections purchased the Debtor's customer lists from the Chapter 7
4 Trustee pursuant to order of the Court entered January 12, 2015.

5 (b) Great Collections acknowledged and agreed that it would fully abide by and
6 implement the Debtor's Privacy Policy in respect of any and all personally identifiable information
7 of and relating to Debtor's customers in connection with its purchase of the Debtor's customer
8 records and in connection with the Trustee's turnover of the Debtor's customer list books and
9 records.

10 (c) In the ordinary course of business prior to Debtor's bankruptcy filing, Great
11 Collections made several purchases of coins from the Debtor and made one or two sales of coins to
12 the Debtor which, in total, aggregated less than \$250,000.

13 15. I am further informed and believe that Great Collections neither represent nor hold an
14 interest adverse to the estate, and is a disinterested person in accordance with § 101(14) of the
15 United States Bankruptcy Code. The conclusion that Great Collections is disinterested is based upon
16 the fact that to the best of my knowledge, based upon the Russell Declaration, Great Collections:

17 (a) is not a creditor, an equity security holder or, an insider of the Debtor; (b) is not and was not,
18 within 2 years before the date of the filing of the petition, a director, officer, or employee of the
19 Debtor; and (c) does not have an interest materially adverse to the interest of the Debtor or the Estate
20 or any class of creditors or equity holders, by reason of any direct or indirect relationship to,
21 connection with, or in, the Debtor or the Estate or for any reason. Consequently, the Court is
22 requested to find that Great Collections is "disinterested" under §101(14) of the Bankruptcy Code.

23 16. I am also informed and believe that Great Collections holds no interest adverse to the
24 estate. The Debtor is no longer in business and pursuant to agreement with the Government and its
25 agencies, the Debtor cannot operate. Therefore, the purchase by Great Collections of the Debtor's
26 customer lists does not create competition with the Debtor's estate, and Great Collections has agreed
27 to abide by the Debtor's customer privacy policy. Further, the shipment by Great Collections of
28 Error Coins to Victim/Creditors who are primarily the Debtor's customers does not provide Great

1 Collections with information not already in its possession, which it is required to maintain
2 confidential. Accordingly, I submit that Great Collections, in accordance with § 327(a) of the
3 Bankruptcy Code, is eligible for employment as the Estate’s auctioneer. Further, § 328(a) of the
4 Bankruptcy Code permits employment of a professional “on any reasonable terms and conditions of
5 employment, including...on a fixed or percentage fee basis....” Under the circumstances of this
6 case, in the exercise of my business judgment, I believe that the compensation scheme for Great
7 Collections described in the Motion and in the Russell Declaration is reasonable and should be
8 approved.

9 17. As noted above, the Disposition Order entered January 28, 2106, authorized the
10 implementation of the Trustee’s Disposition Plan, providing for Heritage to sell the Non-Error Coins
11 and to distribute Error Coins to Victim/Creditors on a pro rata basis utilizing the Debtor’s coin
12 expert’s valuation to determine allocation amounts. However, as I cannot substantiate the Debtor’s
13 valuation of the Error Coins and Heritage believes the Error Coins have a value of approximately
14 \$500,000 rather than approximately \$7.3 million, the valuation underlying the Disposition Plan is no
15 longer viable. Therefore, the Motion requests a modification of the Disposition Plan insofar as that
16 plan allocated a value of \$7,367,235 to the Error Coins being distributed to Victim/Creditors.
17 Notwithstanding the foregoing, it remains my intent to implement the Disposition Plan for a ratable
18 distribution of Error Coins directly to Victim/Creditors but based upon the valuations to be
19 determined after the coins have been graded by PCGS, and subject to Court approval of the new
20 distribution plan to be set forth in a Distribution Motion that I will cause to be filed as soon as
21 practicable after grading has been completed and valuations have been established.

22 18. The Disposition Plan also allowed Victim/Creditor to choose not to receive the Error
23 Coins allocated to them, in which case those Rejected Coins would be auctioned and their proceeds
24 distributed to all Victim/Creditors based on their outstanding claims. In accordance with the
25 Disposition Order, approximately thirty (30) Victim/Creditors determined to opt-out of receiving
26 Error Coins. However, the Disposition Plan was based upon a valuation of the Error Coins no
27 longer supportable.
28

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

1 19. In the exercise of my business judgment, I believe that Victim/Creditors should be
2 given another opportunity to make a determination regarding receipt of the Error Coins after the
3 coins have been graded and valued, and Victim/Creditors are notified of the specific Error Coins to
4 be allocated on account of their individual claims. That information will be set forth in the
5 Distribution Motion, as described above. The Motion therefore requests that a new opt-out period be
6 set allowing Victim/Creditors to make a determination whether or not to “opt-out” of receiving their
7 allocated Error Coins no later than thirty (30) days after the filing of the Distribution Motion.
8 Provided the Motion is granted, concurrent with the filing and service of the Distribution Motion, I
9 will cause to be served a separate notice advising Victim/Creditors that they must notify my
10 professionals of their determination not to receive the Error Coins no later than thirty (30) days after
11 the filing and service of the Distribution Motion.

12 20. In the exercise of my business judgment, I believe that an auction of the Remaining
13 Coins is the best method by which to maximize the value of the Remaining Coins. By this method,
14 the Remaining Coins will be exposed to the greatest number of buyers and bids will be subject to
15 overbids, so any and all parties wishing to purchase the Remaining Coins for a higher price may do
16 so. Moreover, the sale at auction of any coins not distributed to Victim/Creditors was set forth in the
17 Disposition Plan approved by the Court and the Government. However, Great Collections rather
18 than Heritage will be implementing the auction of the coins. I am not aware of any lien against the
19 coins that are the subject of this Motion.

20 21. Based on the foregoing, I request that the Court grant the Motion and such other and
21 further relief as is appropriate and just.

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

24 Executed this 30th day of August, 2016, at Santa Ana, California.

25
26 
27 _____
28 Weneta M.A. Kosmala

DECLARATION OF IAN RUSSELL

I, Ian Russell, declare as follows:

1. I am the president and co-founder of GreatClllections.com d/b/a Great Collections (“Great Collections”).

2. I am over the age of 18 and I have personal knowledge of the facts described herein. If called as a witness, I could and would testify competently thereto. I am making this declaration in support of the motion of Weneta M.A. Kosmala, the duly appointed chapter 7 trustee for The Tulving Company, Inc., for the entry of an order or orders, authorizing the Trustee to (i) retain Great Collections as Auctioneer, (ii) modify, in part, the Court approved plan for disbursement of assets to Victim/Creditors under Coordination Agreement with United States Government, (iii) set new opt-out deadline for Victim/Creditors to determine whether or not to receive their pro rata share of approximately 15,544 coins consisting of 13,854 Presidential Error-Missing Edge Letter Coins and 1,690 Double Edge Coins in partial satisfaction of their claims, and (iv) sell coins not distributed to Victim/Creditors free and clear of all liens, claims and interests (the “Motion”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

3. Great Collections serves the rare coin and bullion community, offering purchase and sale transactions in a safe and secure manner while keeping both parties confidential. Sellers consign to Great Collections to take advantage of our low commission rates. All coins sold by Great Collections are professionally listed and imaged by Great Collections’ expert staff. The services requested by the Trustee, as outlined below, are services Great Collections regularly performs for a variety of clients and I believe that Great Collections is well equipped to render such services in a competent, expedient and cost effective manner.

4. Great Collections has agreed to provide the Trustee auction and auction related services as follows:

Transportation. Great Collections has agreed to take possession of approximately 15,544 Error Coins and 658 Unidentified Coins and transport them from the offices of Heritage Auctioneers in Dallas, Texas, to the offices of Great Collections in Irvine,

1 California. Representatives from Great Collections will verify the count of coins at Dallas
2 and insure delivery from Dallas to Irvine.

3 Insurance and Bonding. At all times while in Great Collections' possession, in transit
4 from PCGS, at PCGS and while in transit to Victim/Creditors, the coins will be covered by
5 Great Collections' substantial insurance policy with Lloyds of London in the amount of
6 \$7,500,000 and the Trustee is named a Loss Payee to Great Collections' Certificate of
7 Insurance. (A copy of Great Collections' Certificate of Insurance is appended hereto as
8 **Exhibit A.**) Great Collections will have in place a blanket bond in the amount of \$25,000
9 and will obtain an individual bond in favor of the United States Trustee in the amount of
10 \$150,000 with respect to the coins to be auctioned. Copies of the bonds are appended hereto
11 as **Exhibit B.** If it is later determined that the value of the coins to be auctioned exceeds the
12 \$150,000 bond amount, Great Collections will immediately file a supplement to its
13 employment application and attach a revised bond sufficient to secure the full value of the
14 coins to be auctioned.

15 Submission for grading and encapsulation to PCGS. Once the coins are at Great
16 Collections' location, the previously graded Error Coins will be stored in our vault. We will
17 submit the Ungraded Coins to PCGS under our account with PCGS to be graded and
18 encapsulated so that each is separately marked with a grade and no future comingling occurs.
19 (Other than members of the PCGS Collectors Club, coins may only be submitted to PCGS
20 for grading through its authorized dealers such as Great Collections.) A copy of the 2016
21 PCGS Submission Form is appended hereto as **Exhibit C.** Great Collections complies with
22 the PCGS Grading Terms and Conditions set forth on page 3 of the PCGS Submission Form.

23 PCGS and its grading process. PCGS provides impartial coin grading and
24 authentication services, certifying coins from over 100 countries. As set forth on its website,
25 PCGS has been in operation since February 3, 1986, and utilizes a grading scale developed in
26 1948 by Dr. William Sheldon, a renowned numismatist, and assigns grades to coins ranging
27 from "1" through "70". The PCGS coin graders are selected from a group of numismatic
28

1 experts experienced in the PCGS grading scale based on published standards and an
2 extensive grading set of coins.

3 A series of coin graders (two, at minimum and in most instances three or more
4 grading experts) enter independent grade determinations in a computer database until a
5 consensus is reached and the final grade assigned. Once the grading process is complete, the
6 coin is sonically sealed or encapsulated inside a clear, tamper-evident coin capsule and PCGS
7 assigns a unique certification number to the coin which is permanently sealed inside each
8 coin capsule. This protects the coin, allows optimal viewing and provides a reliable means of
9 identifying the individual coin. Thereafter, the coin is returned to the grading room for
10 verification by another expert.

11 Coin Valuation. After the coins have been graded, the value of each graded coin is
12 determined by reference to the PCGS Guide, consisting of the average dealer asking prices
13 for PCGS-graded coins. The prices are compiled from various sources including dealer ads
14 in trade papers, dealer fixed price lists and website offerings, significant auctions and activity
15 at major coin shows. Dealer specialist and expert collectors provide pricing input as well.
16 Great Collections will prepare an inventory identifying each of the graded coins and provide
17 a value (according to PCGS Price Guide) for such coin. Great Collections does not represent
18 or verify the values that PCGS assigns. PCGS Price Guide is a retail price reference guide
19 prepared by PCGS.

20 Timing. Upon approval of the Motion, it will take approximately twenty-eight (28)
21 days for Great Collections to transport the coins from Dallas, Texas, to Irvine, California.
22 Once the coins are in Irvine, California, Great Collections will deliver the Ungraded Coins to
23 PCGS within twenty-four (24) to forty-eight (48) hours. I have been advised by PCGS that it
24 will take PCGS approximately six (6) weeks to grade all of the Ungraded Coins. After the
25 Distribution Motion has been approved by the Court, it will take Great Collections
26 approximately two (2) weeks to ship the packages of coins to Victim/Creditors. It is
27 estimated that it would take four (4) to six (6) weeks for Great Collections to sell coins not
28 distributed to Victim/Creditors at auction, however, if the number of coins to be sold are

1 large, it may take over ten (10) to twelve (12) weeks to auction the coins. Settlement with
2 buyers is thirty (30) days following each auction date. Auctions are live for a minimum of
3 ten (10) days and always end on a Sunday.

4 PCGS Insurance. As set forth on its website, all coins at PCGS are covered by
5 PCGS's liability insurance policy and the PCGS premises are further protected by its security
6 personnel and state of the art security systems. As noted above, the coins will also be
7 covered by Great Collections' insurance while at PCGS and in transit to and from PCGS.

8 Cost. Great Collections estimates that the total fees for shipping and handling the
9 coins from Dallas to Irvine, delivering the coins to and from PCGS, having PCGS grade and
10 encapsulate the coins, inventorying the coins and, subject to further court approval of the
11 Distribution Motion to be filed by the Trustee, ship the Error Coins to Victim/Creditors will
12 range between \$110,250 and \$120,250. Great Collections will bill the Debtor's estate at cost
13 for its bonds. Great Collections requests \$20,000 to be paid upon Court approval of its
14 retention by the Trustee and the balance paid prior to shipping the Error Coins to
15 Victim/Creditors.

16 Auction services. The coins will be transferred to Great Collections pursuant to its
17 Consignment Form, a copy of which is annexed hereto as **Exhibit D**. Great Collections has
18 agreed to strike paragraph no. 2 (Consignor Warranties) and paragraph no. 12 (Arbitration)
19 from the Terms and Conditions set forth on the reverse side of its Consignment Form for this
20 transaction. For its auction services, Great Collections will charge a listing fee of \$3 per coin
21 and a seller's fee of 5%. All other terms and conditions of the services to be provided by
22 Great Collections are as set forth in the Motion.

23 Auction Report. Great Collections has reviewed the Office of the United States
24 Trustee Auctioneer Guidelines and will abide thereby including preparing an auction report
25 for filing with the Bankruptcy Court following the completion of auction services, provided
26 however, that consistent with the numismatic industry standards relating to the privacy of
27 purchase transactions, Great Collections will not identify by name the actual purchasers of
28

1 coins sold, but rather will identify such parties with a numeric or alpha-numeric identification
2 number.

3 5. I have read and understands the provisions of sections 327, 328, 330 and 331 of the
4 Bankruptcy Code, which require, among other things, Bankruptcy Court approval of Great
5 Collections' employment and court authorization of all fees and costs that Great Collections may be
6 entitled to receive from the Estate.

7 6. Great Collections, including any of its associates or employees, has no connection
8 with the Trustee, the Debtor, the Estate's creditors, the United States Trustee or any employees of the
9 United States Trustee, the Bankruptcy Judge or any other party in interest, other than as follows:

10 (a) Great Collections purchased the Debtor's customer lists from the Chapter 7
11 Trustee pursuant to order of the Court entered January 12, 2015; and

12 (b) Great Collections has previously acknowledged and agreed that it would fully
13 abide by and implement the Debtor's Privacy Policy in respect of any and all personally identifiable
14 information of and relating to Debtor's customers in connection with its purchase of the Debtor's
15 customer records and in connection with the Trustee's more recent turnover of the Debtor's customer
16 list books and records.

17 (c) In the ordinary course of business prior to Debtor's bankruptcy filing, Great
18 Collections made several purchases of coins from the Debtor and made one or two sales of coins to
19 the Debtor which, in total, aggregated less than \$250,000.

20 7. I believe that Great Collections does not represent or hold an interest adverse to the
21 estate, and is a disinterested person in accordance with § 101(14) of the United States Bankruptcy
22 Code.

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8. Great Collections is not a creditor, an equity security holder or, an insider of the Debtor; is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the Debtor; and does not have an interest materially adverse to the interest of the Debtor or the Estate or any class of creditors or equity holders, by reason of any direct or indirect relationship to, connection with, or in, the Debtor or the Estate or for any reason.

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

Executed this 15th day of September, 2016, at Irvine, California.



Ian Russell

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

EXHIBIT A

H. W. Wood Limited
The Baltic Exchange
38 St Mary Axe
London
EC3A 8BH



Telephone No: +44 (0) 20 7398 9000

Evidence of Insurance

This is to evidence that:
GREATCOLLECTIONS.COM, LLC
17500 Redhill Avenue, Suite 160, Irvine, CA 92614

Has currently in force insurance for all risks of physical loss or damage as set out in policy number B1098S153045 incepting for a 12 month period on the 6th December 2015 to include:

Coins/numismatics and the like including but not limited to rare coins, bullion coins, and the items of numismatic interest and/or current and/or items of a philatelic nature and/or watches and/or the Insured's supplies and reference library, all being the property of the Insured or for which they are responsible. Interest also includes works of art at the insured premises owned by the insured and/or the principles.

Effective 31st August 2016, the following is noted as a Loss Payee hereunder for their respective rights and interests as they may appear, not exceeding USD 600,000

Weneta M.A. Kosmala,
Chapter 7 Trustee for The Tulving Company, Inc.

This document is issued as a matter of information only and confers no rights upon its holder. It serves only to provide evidence of the existence of a master policy that provides coverage for the items detailed above. Such insurance coverage is subject to certain limitations, exclusions and requirements contained in that master policy. This form does not amend, alter or modify any terms of that policy and any discrepancies between this form and that policy are controlled by the terms and conditions of the master policy. Should the Master policy(s) be discontinued at any time cover under this agreement shall cease at the same time.

A handwritten signature in black ink over a circular stamp. The stamp contains the text 'POLICY DEPARTMENT' at the top and 'H. W. WOOD LIMITED' at the bottom.

Signed by H. W. Wood Limited on behalf of insurers
Date of Issue: 31 August 2016
E. & O.E.

EXHIBIT B

CASE #8:14-BK-11492-ES
Bond Number: 0708440

AUCTIONEER BOND

KNOW ALL MEN BY THESE PRESENTS that we, GREATCOLLECTIONS.COM, LLC (hereinafter called Principal), as Principal, and the INTERNATIONAL FIDELITY INSURANCE COMPANY, its home office in Atlanta, Ga 30350 (hereinafter called Surety), as Surety, are held and firmly bound unto the UNITED STATES OF AMERICA (hereinafter called Obligee), in the full and just sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) Dollars, for the payment of which, well and truly to be made, the Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully account for all money, assets and effects of bankruptcy case, THE TULVING COMPANY, INC.; CASE #8:14-BK-11492-ES, in which the Principal is serving as auctioneer, then this obligation to be void; otherwise to remain in full force in effect.

The liability of the Surety hereunder shall not exceed the aggregate sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) Dollars, for all claims asserted against this bond.

This bond shall remain in full force and effect from SEPTEMBER 1, 2016 to MARCH 1, 2017.

SIGNED AND SEALED THIS 31ST day of AUGUST, 2016.

GREATCOLLECTIONS.COM, LLC

By: 

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: 

Catherine C. Kehoe, Attorney-in-Fact

State of LOUISIANA
Parish of ORLEANS

Subscribed and sworn to before me, the undersigned Notary Public, in and for the State, personally appeared CATHERINE C. KEHOE a person known to me to be the person who executed the written instrument as Attorney-in-Fact on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signed and sealed this 31st day of Aug, 2016.

My commission expires: AT DEATH


NOTARY PUBLIC

CHARLES V. KEHOE, II
NOTARY PUBLIC, Notary No. 61883
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

EMILY G. LAPEYRE, DAVID C. JOSEPH, JESSICA PALMERI, LINDA C. SHEFFIELD,
CONWAY C. MARSHALL, STEPHEN BEAHM, R. TUCKER FITZ-HUGH, CLARK P. FITZ-HUGH,
DARLENE A. BORNT, CATHERINE C. KEHOE, KRISTINE DONOVAN, ELIZABETH W. KEARNEY

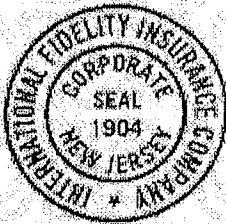
New Orleans, LA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

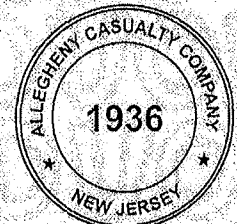
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



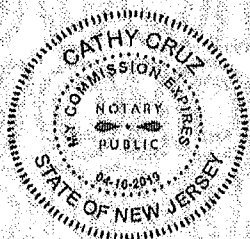
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December, 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

31st day of August 2016

MARIA BRANCO, Assistant Secretary

IN THE USBC
CENTRAL DISTRICT OF CALIFORNIA

Bond No. 0708439

KNOW ALL MEN BY THESE PRESENTS: That we, GREATCOLLECTIONS.COM, LLC of the state of CALIFORNIA as Principal, and the INTERNATIONAL FIDELITY INSURANCE COMPANY, as surety, are held and firmly bound unto the United States of America as obligee in the penal sum of Twenty Five Thousand and No/100 (\$25,000.00) Dollars lawful money of the United States to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal will from time to time conduct auctions on behalf of the United States Bankruptcy Court, CENTRAL DISTRICT OF CALIFORNIA and as a condition to perform such auctions the United States Bankruptcy Court, CENTRAL DISTRICT OF CALIFORNIA requires that a surety bond be posted to secure the faithful performance of such auctions.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of an auctioneer and account for all monies received and in all things comply with the requirements of the United States Bankruptcy Court, CENTRAL DISTRICT OF CALIFORNIA, appertaining thereto, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, that this bond shall be deemed continuous in form and, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond.

This bond may be terminated at any time by the surety upon sending notice in writing, by certified mail, to the obligee with whom this bond is titled and at the expiration of thirty (30) days from the mailing of be relieved from any liability for any acts or omissions of the principal subsequent to said date.

Signed, sealed, and effective this 1ST day of SEPTEMBER, 2016.

GREATCOLLECTIONS.COM, LLC

BY: 
PRINCIPAL

INTERNATIONAL FIDELITY INSURANCE COMPANY

BY: 
Catherine C. Kehoe, Attorney-in-Fact

State of LOUISIANA
Parish of ORLEANS

Subscribed and sworn to before me, the undersigned Notary Public, in and for the State, personally appeared CATHERINE C. KEHOE a person known to me to be the person who executed the written instrument as Attorney-in-Fact on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signed and sealed this 1st day of Sept, 20 16

My commission expires: AT DEATH


NOTARY PUBLIC

CHARLES V. KEHOE, II
NOTARY PUBLIC, Notary No. 61883
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

EMILY G. LAPEYRE, DAVID C. JOSEPH, JESSICA PALMERI, LINDA C. SHEFFIELD,
CONWAY C. MARSHALL, STEPHEN BEAHM, R. TUCKER FITZ-HUGH, CLARK P. FITZ-HUGH,
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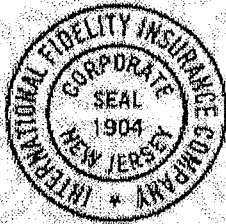
New Orleans, LA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

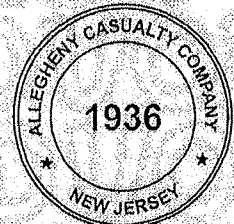
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents, on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



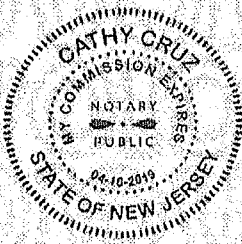
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

1st day of Sept. 2016

MARIA BRANCO, Assistant Secretary

EXHIBIT C



2016 PCGS Submission Form

You must be a current PCGS Collectors Club member or Authorized Dealer to submit to PCGS. Membership levels include: Silver (\$69); Gold (\$149); Platinum (\$249). Visit www.PCGS.com/Join for details and requirements.

STEP-BY-STEP INSTRUCTIONS: This is a quick guide to assist with the completion of the PCGS submission form.

Please see the submission form for corresponding numbers. Full submission instructions can be found at www.PCGS.com/SubmissionGuide.

1. Provide member name and member number. Select the appropriate box to join the PCGS Collectors Club (if applicable).
2. Provide return shipping address and contact details.
3. Package Information — Provide the number of submissions included in the package (where applicable).
4. Alternate Return Shipping — Complete this section only if requesting the use of your own USPS Express Mail or FedEx account or you are a PCGS Authorized Dealer planning to pick up your submission at the PCGS office.
5. Select a Service Group (one per form — Secure Service includes TrueView):
 - a. **U.S. Standard**
 - b. **U.S. Secure** +\$5 per coin
 - c. **World Modern, Non-Secure**
 - d. **World Secure** +\$5 per coin
6. Select a Type of Submission (one per form — see reverse for descriptions):
 - a. **Grading**
 - b. **Regrade**
 - c. **Crossover**
 - d. **Reholder**
 - e. **Guarantee Resubmission**
 - f. **Reconsideration** (select sub option — see reverse for details).
7. Select a Genuine Service (one per form). See reverse for details.
8. Select the appropriate service level (one per form). See table below.
9. Indicate all pertinent coin information:
 - a. **Quantity** — Indicate the quantity of coins for each line.
 - b. **PCGS Coin Number** — Optional.
 - c. **Date** — Indicate the date of the coin and mint mark (if applicable).
 - d. **Denomination** — Enter the face value of the coin.
 - e. **Country** — For non-U.S. coins, indicate the country where the coin was minted.
 - f. **Variety** — Indicate the variety of the coin if applicable. (see reverse for examples).
 - g. **TrueView** — For an additional \$10 per coin you'll receive a digital, high resolution image of each coin.
 - h. **Variety Attribution** — For an additional \$18 per coin PCGS will attribute select varieties such as VAM, Overton, Fivaz-Stanton, etc. on select coin series.
 - i. **First Strike** — For an additional \$18 per coin PCGS will designate eligible coins with a First Strike label.
- j. **Grade** — For coins currently graded and encapsulated, provide the full grade.
- k. **Certification Number** — For coins currently graded and encapsulated, indicate the full certification number.
- l. **Minimum Grade** — Indicate the lowest grade acceptable (see reverse for details).
- m. **Declared Value** — Indicate the declared value for each coin.
- n. **Total Declared Value** — Indicate the total declared value of all listed coins.
10. **Fee Calculation** — Multiply the number of coins by the fee for the selected service level. Calculate any additional service fees where applicable. Add all fees and indicate the estimated total charges on the appropriate line.
11. **Method of Payment** — Select your method of payment. LOC and CCOF (last 4-digits required) must be pre-approved. Please sign in the appropriate area if paying via credit card.
12. **Review the Terms and Conditions and sign and date the form.** Failure to sign will delay the processing of your submission.

SERVICE LEVEL	MAXIMUM COIN VALUE	ESTIMATED TURNAROUND (BUSINESS DAYS)	PCGS GRADING FEE
RARITIES	None	2-5 days	\$250+1%*
WALKTHROUGH	\$100,000**	2 days	\$125
EXPRESS	\$20,000	5 days	\$60
REGULAR	\$3,000	15 days	\$32
ECONOMY (Non-Gold, Non-Hammered) (Pre-1932 Chinese and Pre-1925 Russian coins must be submitted at the Regular Service level or higher.)	\$300	20-30 days	\$20
MODERN (1965 to date)	\$1,000	20-30 days	\$16
MINT ERRORS	\$20,000	25-35 days	\$60
SPECIAL ISSUES (U.S. Colonials, Fractional Gold, Patterns, Territorials)	\$20,000	25-35 days	\$60
GUARANTEE RESUBMISSION (Standard or Secure. Fee refunded if coin downgrades)	None	Up to 60 days	\$25
REHOLDER	None**	5 days	\$12
SHOW SERVICES			
SHOW RARITY	None	4 hours	\$250+1%*
SHOW EXPRESS	\$100,000**	4 hours	\$250
SHOW	\$100,000**	End of show	\$125
SHOW ECONOMY (5-coin min.)	\$3,000	End of show	\$65
SHOW GOLD (U.S. Gold — 10-coin min.)	\$3,000	End of show	\$45
SHOW REHOLDER	None**	End of show	\$12

*Guarantee Premium (1% of PCGS Price Guide value or Declared Value). Applies to Rarities, Crossovers and Reconsiderations.

**Coins Required for Secure Service: 1. All World (Non-U.S.) coins submitted under any service level other than the Modern Tier. 2. Any coin valued at \$50k or higher.

ADDITIONAL SERVICES — CAN BE ADDED TO ANY SERVICE LEVEL ABOVE

TrueView™ Imaging Service Service Fee + \$10 Variety Attribution Service Fee + \$18 First Strike Designation Service Fee + \$18
 If you are submitting a PCGS encapsulated coin for Variety Attribution or TrueView Imaging Service, you are responsible for the corresponding grading or reholder fee.
 Add 3-5 business days to Service Level turnaround time.



P.O. Box 9458, Newport Beach, CA 92658
800-447-8848 • Fax: 949-567-1253
PCGS.com • Email: info@PCGS.com

SUBMISSION #

(Form not valid after 12/31/16)

1 Member Name: _____

Member Number _____

- Join the Collectors Club (automatic renewal) Silver \$69 Gold \$149 Platinum \$249

2 RETURN SHIPPING ADDRESS (MANDATORY)

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
PHONE (_____) _____
EMAIL _____

3 PACKAGE INFORMATION (Must Provide)
Number of Submissions in Package: _____

4 Alternate Return Shipping (choose one)
Add \$2 per order (Mandatory).
If using an Alternate Return Shipping option you must provide your own account # and insurance coverage.

- Express Mail. Acct. # _____ (your account number)
 FedEx Acct. # _____ (your account number)
Insurance Limit (required)
 Saturday Delivery (Priority Only) Priority
 Standard 2-Day 3-Day Ground
Signature Required Yes No
 Pick Up (By Appointment - Authorized Dealers Only)

PCGS USE ONLY
QTY _____ DV _____
Service: _____
ORDER # _____ Box _____
ITEM # _____
INV. TYPE _____
Date Received _____

5 SERVICE GROUP: (One per form) U.S. Standard U.S. Secure +\$5 per coin World Modern (non-Secure) World Secure +\$5 per coin
COINS REQUIRED FOR SECURE SERVICE: 1. All World (Non-U.S.) coins submitted under any service level other than the Modern Tier. 2. Any coin valued at \$50k or higher.

6 TYPE OF SUBMISSION: (One per form)
 Grading Crossover* Guarantee Resubmission Reconsideration* (select one option) Upgrade by full numeric grade (default)
 Regrade Reholder** Upgrade by Plus Only Upgrade by Suffix Any

7 GENUINE SERVICE: (One per form) GENUINE WITH DETAILS (default) GENUINE NO DETAILS DO NOT HOLDER GENUINE

8 SERVICE LEVEL: (One per form) For Secure Service, add \$5 per coin in addition to grading fee (excludes Rarities and Show Rarity).

Service Level:	Maximum Coin Value	Estimated Turnaround (Bus. Days)	GRADING FEE	Service Level:	Maximum Coin Value	Estimated Turnaround (Bus. Days)	GRADING FEE
<input checked="" type="checkbox"/> RARITIES	None	2-5 days	\$250 + 1% ^b	<input checked="" type="checkbox"/> SHOW RARITY	None	4 hours	\$250 + 1% ^b
<input type="checkbox"/> WALKTHROUGH**	\$100,000	2 days	\$125	<input type="checkbox"/> SHOW EXPRESS**	\$100,000	4 hours	\$250
<input type="checkbox"/> EXPRESS	\$20,000	5 days	\$ 60	<input type="checkbox"/> SHOW**	\$100,000	End of Show	\$125
<input type="checkbox"/> REGULAR	\$3,000	15 days	\$ 32	<input type="checkbox"/> SHOW ECONOMY (5 coin min.)	\$3,000	End of Show	\$ 65
<input type="checkbox"/> ECONOMY ¹ (Non-Gold, Non-Hammered)	\$300	20-30 days	\$ 20	<input type="checkbox"/> SHOW GOLD (U.S. Only - 10 coin min.)	\$3,000	End of Show	\$ 45
<input type="checkbox"/> MODERN (1965 to date)	\$1,000	20-30 days	\$ 16	<input type="checkbox"/> REHOLDER**	None	5 days	\$ 12
<input type="checkbox"/> MINT ERRORS	\$20,000	25-35 days	\$ 60	<input type="checkbox"/> GUARANTEE RESUBMISSION	None	Up to 60 days	\$ 25
<input type="checkbox"/> SPECIAL ISSUES (U.S. - Colonial, Fractional Gold, Patterns, Territorial)	\$20,000	25-35 days	\$ 60	<input type="checkbox"/> OTHER:			

¹ Guarantee Premium (See reverse for definition). ² Any coin valued \$50,000 or higher must be submitted under the Secure Service.
³ Pre-1932 Chinese and Pre-1925 Russian coins must be submitted at the Regular Service level or higher.

10 FEE CALCULATION

of Coins X \$ _____ Service Level Fee = \$ _____
of Coins X \$ _____ Additional Service Level Fee = \$ _____
of Coins X \$ _____ Additional Service Level Fee = \$ _____
ADD SECURE SERVICE \$5 PER COIN
of Coins X \$5 = \$ _____
OVERSIZED HOLDER FEE:
of Coins X \$20 = \$ _____
HANDLING FEE = \$ 10.00
COLLECTORS CLUB MEMBERSHIP = \$ _____
RETURN SHIPPING FEE (See Reverse) = \$ _____
ESTIMATED GUARANTEE PREMIUM FEE = \$ _____
ESTIMATED TOTAL CHARGES = \$ _____

11 METHOD OF PAYMENT

Cash Credit Card LOC CCOF Check/Money Order # _____
Credit Card No.: _____
Expiration Date: _____
Cardholder Signature _____

LINE NO.	QTY	PCGS COIN NO. (Optional)	DATE	DENOM.	COUNTRY (if not U.S.)	VARIETY	TRUE VIEW \$10	VARIETY ATTRIB. \$18	FIRST STRIKE \$18	Complete for currently encapsulated coins		MIN. GRADE CROSSOVER OR 1965 TO DATE (See Reverse)	DECLARED VALUE (Required Per Coin)
										Grade	Certification Number		
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													

12 HAVE READ AND AGREE TO THE PCGS GRADING TERMS AND CONDITIONS ON THE BACK OF THIS FORM AND I ACCEPT FULL RESPONSIBILITY FOR COMPLETELY AND ACCURATELY FILLING OUT THE SUBMISSION FORM. IF COINS ARE SUBMITTED FOR SERVICES FOR WHICH THEY DO NOT QUALIFY, SIGNATURE BELOW AUTHORIZES PCGS TO CORRECT THE ORDER AND CHARGE ANY ADDITIONAL GRADING, GUARANTEE PREMIUM, HANDLING AND SHIPPING FEES THAT MAY APPLY.

AUTHORIZED SIGNATURE (REQUIRED) _____ Order will not be processed without signature _____ DATE _____

TOTAL DECLARED VALUE
\$ _____ (Required)

EXHIBIT D

PCGS, NGC & ANACS Certified Coins

GreatCollections

Consignment Form

Name: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Country: _____
 Phone: _____
 Email: _____

Make check payable to Company Name

Minimum Bids

(Important, please select one of these options to establish and set Minimum Bids for your coins. If you have any questions about this process, please telephone us at 1.800.44.COINS or +1.949.679.4180.)

- All coins start at Minimum Bids set by **GreatCollections [Recommended]**
- All coins start at Minimum Bid of
 - 50% 65% 80% of the Values listed below
- All coins start at a Minimum Bid of \$1

CAC Review

(We can send your coins to CAC for review prior to auction for a small fee, more information on reverse)

- Please decide for me, GreatCollections.
- Yes, please submit all coins to CAC.

#	Date Mint	Denom.	Service Grade	Cert. #	Value (Optional)	Notes	#	Date Mint	Denom.	Service Grade	Cert. #	Value (Optional)	Notes
eg.	1925	\$1	NGC-66	3048262-011	\$600		eg.	1925	\$1	NGC-66	3048262-011	\$600	
1.							16.						
2.							17.						
3.							18.						
4.							19.						
5.							20.						
6.							21.						
7.							22.						
8.							23.						
9.							24.						
10.							25.						
11.							26.						
12.							27.						
13.							28.						
14.							29.						
15.							30.						

Total Coins: _____ Total Value \$ _____ (Optional)

Special Instructions: _____

I agree to the Terms & Conditions listed on the reverse side of this agreement.

X _____
 Signature Date

Cash Advance. Please contact me, as I would like a Cash Advance on this consignment of \$ _____

More information about Cash Advances can be found on the reverse of this form.

White Original: GreatCollections Yellow Copy: Consignor

Shipping Instructions:

Please ship to GreatCollections at:

GreatCollections
 17500 Red Hill Avenue, Suite 160
 Irvine, CA 92614
 United States

Phone: 1.800.44.COINS (+1.949.679.4180) Fax: 1.949.679.4178
 Email: info@greatcollections.com

We will notify you the day your consignment arrives at GreatCollections.

Consignment Information

Certified Coins: GreatCollections welcomes coins graded by PCGS, NGC (NCS) and ANACS. Please remove all labels/stickers adhered to holders.

Raw Coins: If your coins are not graded, please use our Raw Coin Consignment Form. GreatCollections extends our discounted rates for coin grading directly to members.

Insurance: From the moment your coins arrive at GreatCollections, they are covered by our extensive insurance policy with Lloyd's of London... another benefit provided to all consignors at no cost.

Values: If you are unsure of coin values, please leave this field blank. We review all coins that are consigned and will assign values and minimum bids accordingly.

Listing Fees: Our listing fees are based on the following schedule and are charged the first time the coin is listed at GreatCollections.

Minimum Bid	Listing Fee
\$1-\$99	\$3
\$100-\$999	\$5
\$1,000 and up	\$10

Up to Five Listings for One Fee: For one listing fee, GreatCollections will relist any coin that doesn't sell, up to a maximum of five times without any additional listing fees. If you do not want your coins relisted, please let us know under "Special Instructions" on the reverse of this form.

Cash Advances: We offer generous cash advances for all consignments at a competitive interest rate. Checks can be sent via overnight Fedex or Express Mail within 24 hours of your coins arriving at GreatCollections. Please check the box on the reverse of this form (below the signature line) and we will contact you as soon as we have reviewed your coins.

Timing and Scheduling: Coins are generally listed on our website within seven days of arriving at GreatCollections. If you consign duplicates of the same year, denomination, grade and grading service, we will typically split the coins over multiple days of auctions. Once coins are entered in our system, you can view your coins by logging into MyGC and clicking on "Items Pending" or "Currently Selling".

Currency/Paper Money: GreatCollections also auctions certified currency and paper money graded by PCGS and PMG, together with our exclusive Grade & Auction program offering discounted grading rates. Please use our currency consignment forms.

CAC: CAC is a third-party grade verifier founded by John Albanese that reviews PCGS and NGC-graded coins (excluding moderns). GreatCollections is an authorized submitter and can arrange CAC to review your coins prior to auctioning. The process takes about 10 days. Cost is \$12.50 for coins valued up to \$10,000 and \$25 for coins valued over \$10,000.

Minimum Bids: We offer three convenient ways to set Minimum Bids at GreatCollections.

1. You may select GreatCollections to establish a Minimum Bid based on our knowledge of the coin market. We usually set opening bids at 70% of what we believe the coins are worth in today's market. This is our recommended option that we have found to generate the most bidding activity while protecting you with a Minimum Bid.

2. You may select a percentage of the Values you have listed on the reverse of this form to use as Minimum Bids. Please check either the 50%, 65% or 80% option.

3. You may select that all coins start at a Minimum Bid of \$1. This is recommended for liquid/popular coins and is used regularly by dealers, investors and representatives of estates.

Regretfully, we cannot accept consignments where the Minimum Bids are higher than 80% of their listed value. If you have any questions regarding setting Minimum Bids, please call us at 1.800.44.COINS (+1.949.679.4180) or e-mail info@greatcollections.com.

Seller's Fees: Our Seller's fees are a low 5% for coins up to \$1000, and 0% for coins over \$1,000.

Consignment Proceeds: Checks are mailed within 30 days of your coin(s) selling. To confirm the payment date, please login to your account at GreatCollections, click on MyGC and "View Consignor Statements".

Consignor Terms & Conditions

1. Consignor agrees that the Auction shall be conducted online by GreatCollections according to the Terms and Conditions published at www.greatcollections.com/terms. This agreement is subject to Arbitration.

~~2. Consignor warrants that: (1) Consignor is the legal owner of and has full title and interest in the coins/items consigned to GreatCollections; (2) all coins/items consigned to GreatCollections are free and clear of any liens, encumbrances, security interests or contract rights restricting the unconditional right to sell all rights, title and interest in and to such coin/item; and (3) all consigned coins/items are authentic and in respect to certified coins, holders have not been tampered with or resold.~~

3. Consignor agrees to pay GreatCollections a Listing Fee for each coins/items offered by Auction and for coins/items sold, a Seller's Fee. All fees are detailed on the reverse of the Consignment Agreement.

4. In the event that your coins do not sell in their first Auction, GreatCollections agrees to relist coins/items up to four additional times. There will be no Listing Fees charged for these four additional relistings. Should you prefer your coins not to be relisted, please note this in the "Special Instructions" box on the Consignment Form.

5. Consignor acknowledges that the Hammer Price is the final bid price accepted by the Auctioneer. The Hammer Price does not include the Buyer's Fee, which GreatCollections retains in full.

6. GreatCollections has the right in its sole discretion to reject any Consignment, to cancel any Auction, to postpone or change the date/time of Auction and/or to rescind any sale. GreatCollections also reserves the right in its sole discretion to cancel or reject any bidder from bidding, when we believe it is not in the Consignor's and/or GreatCollections' best interest.

7. A Consignor is able to list a Minimum Bid on every coin/item consigned, according to the three options listed on the Consignment Form. It is up to the Consignor to verify that the correct Minimum Bids are entered as soon as their coins/items are uploaded to the GreatCollections website. Any corrections should be reported as early as possible before the end of the Auction. This Minimum Bid amount is disclosed on all items/coins listed at GreatCollections. Consignor may not withdraw any coin/item for any reason.

8. If the successful bidder or buyer is in default and GreatCollections is not satisfied that the amount due for any particular Consignor's lot(s) will be paid in full, GreatCollections reserves the right to take

one or more of the following actions: (1) declare the sale null and void and return the coins/items to the Consignor; (2) declare the sale null and void and reoffer the coins/items in another Auction; and/or (3) proceed against buyer on behalf of Consignor. In addition, GreatCollections offers a return privilege to Buyers. Should your coin/item be returned, we will cancel the sale and relist your item. In the event that GreatCollections cancels the sale of your coins/items or your coins/items are returned, all Listing Fees and Seller's Fees will be refunded to Consignor.

9. If you consign raw coins/items to GreatCollections, we will send your coins/items to a major thirdparty grading service such as PCGS, NGC and/or ANACS. For more information, please refer to the Raw Coin Consignment Form, which can be downloaded at www.greatcollections.com/forms.

10. GreatCollections shall remit to Consignor, within 30 days after the close of the Auction, the net proceeds, which equals the Hammer Price less Seller's Fees, Listing Fees, Interest for Cash Advances, other monies owed to GreatCollections by Consignor and Cash Advances Principal (in order). In the event the Consignor's sales do not exceed fees or monies owed to GreatCollections, the Consignor agrees to pay GreatCollections all monies owed within seven days of invoice date. In certain instances, an introductory commission may be paid by GreatCollections to an agent of Consignor for referring the Consignment to GreatCollections.

11. GreatCollections will provide insurance for loss or damage for consigned coins while in the possession of GreatCollections and while any are being shipped back to the Consignor, subject to certain terms and exclusions (such as Earthquake coverage). In the event of an insurance claim, our insurance carrier will pay you the Fair Market Value, less the Seller's Fees and Buyer's Fees, based on the total insurance proceeds. This payment to you by the insurance carrier shall completely satisfy our obligations regarding the Consignments under this Agreement.

~~12. Arbitration. Any claim or dispute arising out of the sale of coins by GreatCollections shall be settled by arbitration between the parties in accordance with the rules of the American Arbitration Association (AAA). Any claim pertaining to this Agreement and/or Auction must be commenced within three months of the Auction or the claim is waived.~~

13. This contract is the entire Agreement between the parties and supersedes all prior Agreements. The warranties and representations contained in this Agreement survive the date of execution by each party herein and the performance of all terms and conditions contained in this agreement. This Agreement shall be governed by the laws of the State of California.

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:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify* **NOTICE OF MOTION AND MOTION FOR ORDER AUTHORIZING THE TRUSTEE TO (I) RETAIN GREATCOLLECTIONS.COM D/B/A GREAT COLLECTIONS AS AUCTIONEER, (II) MODIFY, IN PART, ASSET DISTRIBUTION PLAN, AND (III) SET NEW OPT-OUT DEADLINE FOR CREDITORS TO DETERMINE WHETHER TO RECEIVE ERROR COINS IN PARTIAL PAYMENT OF THEIR CLAIMS AND SELL COINS NOT DISTRIBUTED TO CREDITORS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATIONS OF WENETA M.A. KOSMALA AND IAN RUSSELL**) 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 **September 1, 2016**. I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (date) **September 1, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

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) **September 1, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Federal Express

The Honorable Erithe A. Smith
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5040
Santa Ana, CA 92701-4593

Service information continued on attached page

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

September 1, 2016
Date

MYRA KULICK
Printed Name

/s/ Myra Kulick
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- Michael R Adele , kadele@wgllp.com
- Wesley H Avery wavery@thebankruptcylawcenter.com, lucy@averytrustee.com
- Candice Bryner candice@brynerlaw.com
- Philip Burkhardt phil@burkhardtandlarson.com, stacey@burkhardtandlarson.com
- Stephen L Burton steveburtonlaw@aol.com, ellie.burtonlaw@gmail.com
- Frank Cadigan frank.cadigan@usdoj.gov
- Linda F Cantor lcantor@pszjlaw.com, lcantor@pszjlaw.com
- David L Gibbs david.gibbs@gibbslaw.com, ecf@gibbslaw.com
- Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- Lawrence J Hilton lhilton@onellp.com,
lthomas@onellp.com;info@onellp.com;evescance@onellp.com;crodriguez@onellp.com;rwenzel@onellp.com
- James KT Hunter jhunter@pszjlaw.com
- Robbin L Itkin ritkin@linerlaw.com, cbullock@linerlaw.com
- John H Kim jkim@cookseylaw.com, jhkim@ecf.courtdrive.com
- Weneta M Kosmala (TR) ecf.alert+Kosmala@titlexi.com,
wkosmala@txitrustee.com;dmf@txitrustee.com;kgeorge@kosmalalaw.com
- Nanette D Sanders becky@ringstadlaw.com
- Richard C Spencer rspencer@rspencerlaw.com
- United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

Chapter 7 Trustee
Weneta M.A. Kosmala
3 MacArthur Place, Suite 760
Santa Ana, CA 92707

Attorneys for Debtor
James F. Wyatt, III
Wyatt & Blake, LLP
435 East Morehead Street
Charlotte, NC 28202

Laurence P Nokes on behalf of Interested Party
John Frankel
Nokes & Quinn
410 Broadway St Ste 200
Laguna Beach, CA 92651

Brent Murdoch
Murdoch & Morris, LLP
114 Pacifica, Ste. 320
Irvine, CA 92618

Interested Party
Frye & Hsieh
Douglas J Frye Esquire
24955 Pacific Coast Highway # A201
Malibu, CA 90265

Counsel for Creditor Levon Gugasian
Nanette D. Sanders, Esq.
Ringstad & Sanders LLP
2030 Main Street, Suite 1600
Irvine, CA 92614

Benjamin Bain-Creed
Assistant United States Attorney
Florida Bar #0021436
Suite 1650, Carillon Building
227 West Trade Street
Charlotte, North Carolina 28202

Law Offices of Armen R. Vartian
1601 N. Sepulveda Boulevard, #581
Manhattan Beach, CA 90266

Auctioneer
Great Collections
17500 Red Hill Avenue, Suite 160
Irvine, CA 92614
Attn: Ian Russell