

1 Linda F. Cantor (CA Bar No. 153762)
Jason S. Pomerantz (CA Bar No. 157216)
2 PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd., 13th Floor
3 Los Angeles, California 90067-4100
Telephone: 310/277-6910
4 Facsimile: 310/201-0760
E-mail: lcantor@pszjlaw.com
5 jspomerantz@pszjlaw.com

6 Counsel for Weneta M.A. Kosmala,
Chapter 7 Trustee for the Tulving Company, Inc.

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

11 In re:

12 THE TULVING COMPANY, INC., a
California corporation,

13 Debtor.

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

Chapter 11

**CHAPTER 7 TRUSTEE'S APPLICATION
FOR ORDER AUTHORIZING AND
APPROVING THE EMPLOYMENT OF
CREDITORS ADJUSTMENT BUREAU
INC., AS COLLECTIONS AGENT FOR
THE TRUSTEE; DECLARATIONS OF
BRIAN L. MITTELDORF AND WENETA
M.A. KOSMALA IN SUPPORT THEREOF**

[No Hearing Required Unless Requested]

18
19 Weneta M.A. Kosmala, the duly appointed chapter 7 trustee (the "Trustee") in the above-
20 captioned bankruptcy case (the "Case") hereby applies to the Court (the "Application") for entry of
21 an order authorizing the Trustee's retention and employment of Creditors Adjustment Bureau
22 ("CAB"), as collections agent for the estate, pursuant to sections 327(a) and 328 of title 11 of the
23 United States Code (the "Bankruptcy Code"), Rule 2014(a) of the Federal Rules of Bankruptcy
24 Procedure the ("Bankruptcy Rules"), Local Bankruptcy Rule 2014-1 (the "Local Bankruptcy Rules")
25 and pursuant to the terms of the agreement between the Trustee and CAB (the "Fee Agreement"), a
26 copy of which is appended as **Exhibit 1** to the Declaration of Brian L. Mitteldorf (the "Mitteldorf
27 Declaration") attached hereto and filed in support hereof. In support of the Application, the Trustee
28 represents as follows:

I.

GENERAL BACKGROUND

The debtor, The Tulving Company, Inc. (the “Debtor”), commenced this case by the filing of a voluntary petition for relief under chapter 11 of the Bankruptcy Code on March 10, 2014. On March 18, 2014, the United States Trustee (the “UST”) filed a *Stipulation Appointing Chapter 11 Trustee* [Docket No. 15], which was approved on March 18, 2014 [Docket No. 16]. An Order was entered 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 (the “Chapter 11 Trustee”) of the Debtor’s estate [Docket No. 22].

On April 30, 2014, the Chapter 11 Trustee filed a motion to convert this Case to chapter 7 [Docket No. 74] and, at a hearing held May 22, 2014, the Court granted the Chapter 11 Trustee’s conversion motion, and an order converting this Case to a chapter 7 was entered on May 29, 2014, [Docket No. 108]. A *Notice of Appointment of Trustee and Fixing of Bond; Acceptance of Appointment as Interim Trustee* was filed on June 10, 2014 [Docket No. 126], appointing R. Todd Neilson as chapter 7 trustee.

On March 22, 2016, Mr. Neilson filed a *Withdrawal of Trustee*, effective as of April 1, 2016 [Docket No. 564]. On April 1, 2016, the UST filed a *Notice of Appointment of Trustee and Fixing of Bond; Acceptance of Appointment as Trustee*, appointing Weneta M.A. Kosmala as the Chapter 7 Trustee [Docket No. 566].

II.

RELIEF REQUESTED AND SCOPE OF SERVICES

The Trustee has obtained a judgment (the “Judgment”) against On the Rocks Jewelry and Coins, David Halpin, and Desirea Sloan (collectively, “On the Rocks”) arising out of claims asserted by the bankruptcy estate against On the Rocks. The Trustee is seeking a cost-effective means to collect on the Judgment. By this Application, the Trustee is seeking Bankruptcy Court approval to retain CAB as collections agent to assist in the collection of monies due under the Judgment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III.

QUALIFICATIONS OF CAB

As set forth in the Mitteldorf Declaration, CAB is a full-service collections agency that has handled commercial collections worldwide since 1954, from demand through litigation. For many of its clients, CAB operates as an extension of their in-house credit departments, establishing CAB as a strategic partner helping clients to substantially increase their collection success. From asset investigation to legal action to judgment collection, CAB has developed a comprehensive asset recovery service. CAB's in-house attorneys deal exclusively with the litigation of past-due receivables.

The Trustee has determined that CAB's knowledge and experience in collection matters makes it well-suited to pursue actions on behalf of the estate to collect on the Judgment, and it is in the best interests of the estate to retain CAB as collections agent pursuant to the terms of the Fee Agreement to maximize a recovery on the Judgment.

IV.

COMPENSATION

Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Fee Agreement, the Trustee proposes to pay CAB on a contingency basis a fee equal to forty percent (40%) of all sums collected on account of the Judgment after deducting costs and expenses, whether by way of settlement or compromise (the "Contingency Fee"). CAB shall be authorized to incur reasonable costs in performing legal services, which costs shall be limited to the gross amount collected. CAB will advance such costs on the Trustee's behalf to be paid first from recoveries, if any. Copies of expenses will be furnished by CAB to the Trustee upon request. The Trustee's recovery shall be the balance of the principal remaining after reimbursement of costs and payment of the Contingency Fee. For the avoidance of doubt, the Contingency Fee is calculated based on the net recovery after repayment of costs and expenses incurred by CAB.

The estate shall not be liable for payment of any fees and costs in excess of the amounts collected by CAB. CAB's entitlement to reimbursement of costs and payment of fees is limited solely to the amounts CAB actually collects on the Judgment. Additionally, CAB will pay all

1 litigation costs and expenses, subject to reimbursement by the estate as limited above. There will be
2 no claim against the estate relating to collection of the Judgment.

3 Section 328(a) of the Bankruptcy Code permits employment of a professional “on any
4 reasonable terms and conditions of employment, including...on a fixed or percentage fee basis...”
5 The Trustee submits that the compensation scheme described above and in the Fee Agreement is
6 reasonable under the circumstances. The Fee Agreement allows the estate to benefit from CAB’s
7 collection without the necessity of advancing costs from the estate. The Trustee believes that
8 employing CAB on these terms will yield the maximum return to the estate. Accordingly, the
9 Trustee submits that the Court should approve such compensation and payment of costs without the
10 necessity of filing a fee application or further order of the Court.

11 **V.**

12 **NO ADVERSE INTEREST AND DISCLOSURE OF CONNECTIONS**

13 To the best of the Trustee’s knowledge and based upon the Mitteldorf Declaration attached
14 hereto and filed in support of this Application, CAB does not have any connection with the Trustee,
15 the Debtor, any creditors of the estate, any party in interest herein, the United States Trustee, or any
16 person employed in the Office of the United States Trustee, except to the extent set forth in the
17 Mitteldorf Declaration.

18 To the best of the Trustee’s knowledge, and based on the Mitteldorf Declaration, CAB does
19 not represent any interest adverse to that of the estate. Accordingly, CAB is a “disinterested” person
20 within the meaning of section 101(14) of the Bankruptcy Code.

21 **VI.**

22 **NOTICE**

23 Pursuant to Local Bankruptcy Rule 2014-1(b)(2)(A) and the Order in this Case limiting
24 notice, notice of this Application was provided to the Debtor, the United States Trustee, and parties
25 requesting special notice.

26 **WHEREFORE**, the Trustee respectfully requests that this Court enter an Order (i)
27 authorizing the retention of CAB as collections agent, on the terms and conditions set forth herein
28

1 and in the Mitteldorf Declaration, with fees and expenses to be paid pursuant to the Fee Agreement;
2 and (ii) granting such other further relief as the Court deems necessary and just.

3 Dated: December 28, 2016

PACHULSKI STANG ZIEHL & JONES LLP

4
5 By /s/ Linda F. Cantor
6 Linda F. Cantor (CA Bar No. 153762)
7 Jason S. Pomerantz (CA Bar No. 157216)

8 Attorneys for the Chapter 7 Trustee
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF BRIAN L. MITTELDORF

I, Brian L. Mitteldorf, declare and state as follows:

1. I am over the age of 18 years and am competent to make this Declaration.

2. I make this declaration in support of the *Chapter 7 Trustee’s Application for Order Authorizing and Approving the Employment of Creditors Adjustment Bureau Inc., as Collections Agent for the Trustee* (the “Application”). Capitalized terms not otherwise defined herein shall have the meaning given them in the Application.

3. Except as otherwise stated, all facts contained within this Declaration are based upon personal knowledge (my own or that gathered from others that work under my supervision), and my review of relevant documents. If called upon to testify, I would testify to the facts set forth in this Declaration.

4. I am informed and believe that the Trustee has obtained a judgment (the “Judgment”) against On the Rocks Jewelry and Coins, David Halpin, and Desirea Sloan arising out of claims asserted in the bankruptcy case and is seeking a cost-effective means to collect on this Judgment.

5. Subject to the Court’s approval, Creditors Adjustment Bureau Inc. (“CAB”) proposes to act as agent to assist in the collection of monies due on account of the Judgment.

6. CAB is a full-service collections agency that has handled commercial collections worldwide since 1954, from demand through litigation. For many of its clients, CAB operates as an extension of their in-house credit departments, establishing CAB as a strategic partner helping clients to substantially increase their collection success. From asset investigation to legal action to judgment collection, CAB has developed a comprehensive asset recovery service. CAB’s in-house attorneys deal exclusively with the litigation of past-due receivables. As such, CAB is well-qualified to assist the Trustee in the collection of the Judgment.

7. The services to be rendered by CAB will not duplicate the services to be rendered by any of the other professionals retained by the Trustee in this case, and CAB will make every effort to ensure that CAB’s services are rendered in the most cost-effective manner possible.

1 8. The Trustee proposes to pay CAB on a contingency basis, a fee equal to forty percent
2 (40%) of all sums collected on account of the Judgment, whether by way of settlement or
3 compromise (the “Contingency Fee”), calculated after deducting costs of collection. A true and
4 correct copy of the Fee Agreement between the Trustee and CAB is attached hereto as **Exhibit 1**.

5 9. CAB shall be authorized to incur reasonable costs in performing legal services, which
6 costs shall be limited to the gross amount collected. CAB will advance such costs on the Trustee’s
7 behalf to be paid first from recoveries, if any. Copies of expenses will be furnished by CAB to the
8 Trustee upon request. The Trustee’s recovery shall be the balance of the principal remaining after
9 reimbursement of costs and payment of the Contingency Fee. For the avoidance of doubt, the estate
10 shall not be liable for payment of any fees and costs in excess of the amounts collected by CAB.
11 CAB’s entitlement to reimbursement of costs and payment of fees is limited solely to the amounts
12 CAB actually collects on the Judgment. Additionally, CAB will pay all litigation costs and
13 expenses, subject to reimbursement by the estate as limited above. There will be no claim against
14 the estate relating to collection of the Judgment

15 10. CAB is qualified to render the foregoing services. A copy of the biographies of CAB
16 professionals expected to render services to the Trustee is attached hereto as **Exhibit 2**.

17 11. There are no arrangements between CAB and any other entity for the sharing of
18 compensation received or to be received in connection with its work as collection agent.

19 12. CAB has conducted a conflicts check and thus far has not encountered any creditors
20 of the Debtor with whom CAB has an actual conflict. If, at any subsequent time during the course of
21 this proceeding, CAB learns of any other representation which may give rise to a conflict, CAB will
22 promptly file with the Court and the Office of the United States Trustee an amended declaration
23 identifying and specifying such involvement.

24 13. Other than as set forth below, to the best of my knowledge, CAB has no connection
25 with the Debtor, creditors, any other party in interest, their respective attorneys, accountants, the
26 United States Trustee, or any person employed in the Office of the United States Trustee.

27 14. CAB has worked on cases that are unrelated to the Debtor in which Pachulski Stang
28 Ziehl & Jones LLP (“PSZJ”), counsel to the Trustee, is also involved. By way of example, CAB is

1 actively involved in collection matters for KSL, Inc. in which PSZJ represents David K. Gottlieb, as
2 chapter 7 trustee.

3 15. CAB is not, and has never been a creditor, an equity security holder or an insider of
4 the Debtor.

5 16. CAB is not and has never been an investment banker for any outstanding security of
6 the Debtor.

7 17. CAB is not, and was not, within three (3) years before the Petition Date, an
8 investment banker for a security of the Debtor, or an attorney for such investment banker in
9 connection with the offer, sale or issuance of any security of the Debtor.

10 18. CAB is not, and was not, within two (2) years before the Petition Date, a director,
11 officer or employee of the Debtor or of any investment banker for any security of the Debtor.

12 19. CAB neither holds nor represents an interest materially adverse to the interests of the
13 estate or of any class of creditors or equity security holders of the Debtor, by reason of any direct or
14 indirect relationship to, connection with, or interest in, the Debtor or an investment banker for any
15 security of the Debtor, or for any other reason. CAB believes that it is a “disinterested person” as it
16 understands that term is defined in section 101(14) of the Bankruptcy Code.

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

19 Executed on this 12th day of December, 2016, at Sherman Oaks, California.

20
21 
22 _____
23 Brian L. Mittendorf
24
25
26
27
28

DECLARATION OF WENETA M.A. KOSMALA

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

1. I am the duly appointed chapter 7 trustee for the bankruptcy estate of The Tulving Company, Inc., a California corporation. Unless otherwise indicated, I have personal knowledge of the following facts and, if called upon, I could and would testify competently thereto.

2. I make this Declaration in support of the *Chapter 7 Trustee's Application for Order Authorizing and Approving the Employment of Creditors Adjustment Bureau Inc., as Collections Agent for the Trustee* (the "Application"). Capitalized terms not otherwise defined herein have the same meaning ascribed to them in the Application.

3. Subject to the Court's approval, I propose to retain Creditors Adjustment Bureau Inc. to act as agent to assist in the collection of a judgment against On the Rocks Jewelry and Coins, David Halpin, and Desirea Sloan arising out of claims asserted in the bankruptcy case, and am seeking a cost-effective means to collect on that Judgment. Therefore, I am seeking the Bankruptcy Court's approval to retain CAB as collections agent in order to assist in the collection of monies due on account of the Judgment.

4. The services to be rendered by CAB will not duplicate the services to be rendered by any of the other professionals I have retained in this case, and I understand that CAB will make every effort to ensure that its services are rendered in the most cost-effective manner possible.

5. I propose to pay CAB on a contingency basis, a fee equal to forty percent (40%) of all sums collected on account of the Judgment, whether by way of settlement or compromise, calculated after deducting costs and expenses. CAB shall be authorized to incur reasonable costs in performing legal services, which costs shall be limited to the gross amount collected. CAB will advance such costs on the Trustee's behalf to be paid first from recoveries, if any. Copies of expenses will be furnished by CAB to the Trustee upon request. The Trustee's recovery shall be the balance of the principal remaining after reimbursement of costs and payment of the Contingency Fee. For the avoidance of doubt, the estate shall not be liable for payment of any fees and costs in excess of the amounts collected by CAB. CAB's entitlement to reimbursement of costs and payment of fees is

1 limited solely to the amounts CAB actually collects on the Judgment. Additionally, CAB will pay
2 all litigation costs and expenses, subject to reimbursement by the estate as limited above. There will
3 be no claim against the estate relating to collection of the Judgment

4 6. Section 328(a) of the Bankruptcy Code permits employment of a professional "on any
5 reasonable terms and conditions of employment, including... on a fixed or percentage fee basis. I
6 submit that the compensation scheme described above and in the Fee Agreement is reasonable under
7 the circumstances. I believe that employing CAB on these terms will yield the maximum return to
8 the Estate, while obviating the need for the estate to come out of pocket to pay costs of collection.
9 Accordingly, I believe the Court should approve such compensation and payment of costs without
10 the necessity of CAB filing a fee application or further order of the Court.

11 7. To the best of my knowledge, and based on the attached Declaration of Brian L.
12 Mitteldorf, I believe that CAB does not represent any interest adverse to that of the estate.

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

15 Executed this 7th day of December, 2016, at Santa Ana, California.



16
17 Weneta M.A. Kosmala, Chapter 7 Trustee

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

EXHIBIT 1

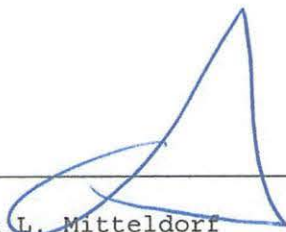
THIS IS AN AGREEMENT between Weneta M.A. Kosmala, Chapter 7 Trustee for Tulving Company, Inc., hereafter referred to as "Client", and Creditors Adjustment Bureau Inc., hereafter referred to as "CAB".

1. Claims Covered by Agreement: Client retains CAB to represent Client in connection with collection of the Judgment against On the Rocks Jewelry and Coins, David Halpin and Desirea Sloan (the "Judgment").
2. CAB is authorized to associate or employ, at CAB's own expense, counsel to assist in performing the service required by this Agreement, and to appear on Client's behalf in any proceeding.
3. No Guaranty As to Result: Client acknowledges that CAB has made no guaranty as to the outcome or the amounts recoverable in connection with the Judgment.
4. Litigation Costs and Expenses: CAB is authorized to incur reasonable costs in performing legal services under this Agreement, which costs shall be limited to the gross amount collected. Client agrees to pay for such costs pursuant to the contingency fee below. CAB will advance such costs which will be paid first from recoveries, if any.
5. Contingency Fee to CAB: Client acknowledges that it has been advised by CAB and is aware that contingency fee arrangements are not set by law, and that a contingency fee is negotiable. Client agrees that the following fee arrangement is fair and reasonable, and to pay CAB an amount equal to forty percent (40%) of all sums collected on the assigned judgment, whether by way of settlement or compromise. Costs paid in connection with the Judgment shall be reimbursed before the contingency fee is computed. Client's share of the recovery shall be the balance of the principal remaining after reimbursement of such costs and payment of the contingency fee. The estate shall not be liable for payment of any fees and costs in excess of the amounts collected by CAB. CAB's entitlement to reimbursement of costs and payment of fees is limited solely to the amounts CAB actually collects on the Judgment. Additionally, CAB will pay all litigation costs and expenses, subject to reimbursement by the estate as limited above. There will be no claim against the estate relating to collection of the Judgment.
6. CAB's Lien: To secure payment to CAB of all sums due under this Agreement for services rendered, Client hereby grants CAB a lien on the Judgment in any cause of action or lawsuit filed thereon.
7. Insurance Disclosures: CAB maintains errors and omissions insurance coverage applicable to the service to be rendered.
8. Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that it has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

9. Jurisdiction and Venue. Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions and covenants of this Agreement shall be brought in the United States Bankruptcy Court for the Central District of California.
10. An executed counterpart copy of this Agreement that is transmitted electronically shall be treated in the same manner as an original executed counterpart.
11. This Fee Agreement is expressly subject to the approval by the Bankruptcy Court.

Executed on December 28, 2016

By: _____


Brian L. Mitteldorf
President
Creditors Adjustment Bureau

By: _____

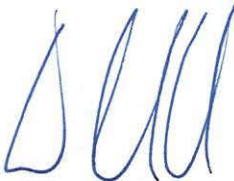

Weneta M.A. Kosmala
Chapter 7 Trustee
for Tulving Company, Inc

EXHIBIT 2

Brian L. Mitteldorf

blm@cabcollects.com • 14226 Ventura Blvd., Sherman Oaks, CA 91423 • 818-990-4800
www.cabcollects.com

Experience

Creditors Adjustment Bureau (CAB) 14226 Ventura Blvd., Sherman Oaks, CA 91423

- VP Sales & Marketing **1989** – 1992
- Chief Operating Officer **1992** – **2010**
- President **2010** - *Present*

Manages and oversees the daily operations of CAB including client communications, marketing and supervising the staff members responsible for collections, finance, accounting and administration

Skills

- Proficient in Fair Debt Collection Regulations
- Represents many trustees/turnaround firms as well as lawyers in the collection of judgments obtained in bankruptcy matters as well as other receivables
- Manage the growth of existing accounts, identify and pursue prospective clients, and maintain those relationships
- Recruit sales and executive team

Memberships/Affiliations

- Former board member with the California Commercial Collectors Association
- Commercial Law League of America
- Commercial Collection Agencies of America
- Credit Research Foundation
- Int'l Association of Commercial Collectors
- Sponsor Los Angeles Bankruptcy Association
- Sponsor National Association of Credit Managers

Education

UCLA

1984-1989

- Bachelors of Art Degree - Business Administration

Software/System Skills

- Operational knowledge of Microsoft Office Application
- Collection Software products

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* **CHAPTER 7 TRUSTEE'S APPLICATION FOR ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT OF CREDITORS ADJUSTMENT BUREAU INC., AS COLLECTIONS AGENT FOR THE TRUSTEE; DECLARATIONS OF BRIAN L. MITTELDORF AND WENETA M.A. KOSMALA IN SUPPORT THEREOF**) 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 **December 28, 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*) **December 28, 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*) **December 28, 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.

December 28, 2016
Date

Melisa DesJardien
Printed Name

/s/ Melisa DesJardien
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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

- 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
- Roger F Friedman rfriedman@rutan.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

Brian L. Mitteldorf
Creditors Adjustment Bureau
14226 Ventura Blvd.
Sherman Oaks, CA 91423

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

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

**Counsel for On the Rocks Jewelry
& Rare Coins**

Harlene Miller, Esq.
Harlene Miller Law
17910 Sky Park Circle, Suite 105
Irvine, CA 92614

On the Rocks Jewelry & Rare Coins
Attn: David Halpin and Desirea Sloan
207 N. El Camino Real
San Clemente, CA 92672

On The Rocks Jewelry & Coins
201 N. El Camino Real
San Clemente, CA 92672

Desirea Sloan and David Halpin
265 W. Marquita Unit 4
San Clemente, CA 92672