

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

CHAPTER 11

PALM BEACH FINANCE PARTNERS, L.P.,
PALM BEACH FINANCE II, L.P.,

Case No. 09-36379-PGH
Case No. 09-36396-PGH
(Jointly Administered)

Debtors.

**LIQUIDATING TRUSTEE'S MOTION (1) TO APPROVE
SETTLEMENT WITH FULBRIGHT & JAWORSKI, L.L.P.;
AND (2) TO APPROVE PAYMENT OF CONTINGENCY FEE**

Barry E. Mukamal, in his capacity as liquidating trustee ("*Liquidating Trustee*") for the Palm Beach Finance Partners Liquidating Trust and the Palm Beach Finance Partners II Liquidating Trust (collectively, the "*Palm Beach Liquidating Trusts*"), by and through undersigned counsel, files this Motion (1) to approve settlement with Fulbright & Jaworski, L.L.P. ("*F&J*"); and (2) to approve payment of counsel's contingency fee (the "*Motion*"). In support of this Motion, the Liquidating Trustee states the following:

I. Factual Background

1. On November 30, 2009, Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P. (collectively, the "*Debtors*") filed voluntary petitions under chapter 11 of the United States Bankruptcy Code. By subsequent Order of this Court, the cases are jointly administered.

2. On January 28, 2010, the Court entered the Agreed Order Directing Appointment of Chapter 11 Trustee and Denying United States Trustee's Motion to Convert Cases to Cases under Chapter 7 [ECF No. 100].

3. On January 29, 2010, the United States Trustee appointed the Liquidating Trustee as Chapter 11 Trustee for both of the Debtors' estates [ECF No. 107].

4. On October 21, 2010, this Court entered its Order Confirming Second Amended Plan of Liquidation [ECF No. 444], creating the Palm Beach Liquidating Trusts, appointing the Liquidating Trustee and appointing Geoffrey Varga as Trust Monitor.

5. Pre-petition, F&J provided certain legal services to the Debtors. The Liquidating Trustee, on behalf of the Palm Beach Liquidating Trusts, asserts certain claims (the "*PBF Claims*") against F&J as set forth in Adv. Case No. 12-02123 (the "*Adversary Case*"); F&J expressly denies and asserts affirmative defenses to those claims.

6. On July 24, 2014, a formal mediation was held to negotiate a resolution of the Adversary Case. In attendance were the Liquidating Trustee and his counsel, the Trust Monitor, F&J and its counsel and insurer and Robert Fishman, Esq. served as mediator.

7. Following extensive negotiations, the Liquidating Trustee (with the concurrence of the Trust Monitor) and F&J's insurer reached agreement on the terms of a settlement of the PBF Claims (the "*Settlement*"), and the Liquidating Trustee, the Trust Monitor and F&J ultimately executed the Stipulation of Settlement attached as Exhibit 1 (the "*Stipulation*"). The Liquidating Trustee believes that the Settlement, on the terms set forth in the Stipulation, is in the best interests of the Debtors' estates and should be approved.

II. Settlement Terms

8. The key aspects of the Settlement, as more particularly described in the Stipulation, are the following:

- a) **Cash consideration** – F&J shall pay (or cause to be paid) the Settlement Payment, as such term is defined in the Stipulation, by no later than the Settlement Payment Date, which is defined in the Stipulation as the 20th

calendar day from the later of the following two events: (1) the date the Bankruptcy Court's order approving the Settlement becomes final and non-appealable; and (2) the date of final resolution of all appeals and the expiration of time for any further appeals from or related to the Bankruptcy Court's orders approving the Settlement, unless such appeals have been determined by a court of appropriate jurisdiction to have been rendered moot.

- b) **Mutual releases** – The Stipulation provides for an exchange of releases effective upon payment of the Settlement Payment.

9. Pursuant to the Second Amended Joint Plan of Liquidation (“**Plan**”), approved by this Court’s Order dated October 21, 2010 [ECF No. 444], all monetary consideration received in conjunction with the Settlement will be allocated and apportioned among the Debtors as follows: 18% to Palm Beach Finance Partners, L.P. and 82% to Palm Beach Finance II, L.P. (“**Pro Rata Allocation Formula**”). The PBF Claims are premised on certain discrete alleged lost claims of each of the two Debtors, as well as a lost 502(d) claim objection unique to only Palm Beach Finance II, L.P. Under all the circumstances, the Liquidating Trustee believes it would be difficult and potentially arbitrary to allocate the recovery from the Settlement in a manner contrary to the Pro Rata Allocation Formula and, therefore, submits that the Pro Rata Allocation Formula should apply to the Settlement. Through this Motion, the Liquidating Trustee seeks that specific relief.

10. In agreeing to the above terms, the Liquidating Trustee considered the substantive defenses asserted by F&J, as well as other factors including the costs (fees and expenses) and risks of litigation.

III. Relief Requested

11. The Liquidating Trustee seeks an Order from this Court approving the Settlement and directing payment of the Contingency Fee (as defined below).

12. Federal Rule of Bankruptcy Procedure 9019(a) provides in relevant part that "[o]n motion ... and after notice and a hearing, the Court may approve a compromise or settlement."

13. Approval of a settlement in a bankruptcy proceeding is within the sole discretion of the Court and will not be disturbed or modified on appeal unless approval or disapproval is an abuse of discretion. *In re Arrow Air*, 85 BR 891 (Bankr. S.D. Fla. 1988).

14. The standards for approval are well-settled and require the Court to inquire into the reasonableness of the proposed settlement. *See, e.g., Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968); *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983); *Florida Trailer and Equip. Co. v. Deal*, 284 F.2d 567, 571 (5th Cir. 1960). The inquiry need only determine whether the settlement falls below the lowest point on the range of reasonableness. *See W.T. Grant Co.*, 699 F.2d at 608; *see also In re Martin*, 91 F.3d 389 (3rd Cir. 1996); *In re Louise's Inc.*, 211 B.R. 798 (D. Del. 1997) (setting forth considerations by the Court for approval of a settlement, including: (i) the probability of success in litigation, (ii) the likely difficulties in collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (iv) the paramount interest of the creditors).

A. *The Settlement Should be Approved*

15. Based upon the above legal principles, the Liquidating Trustee asserts that the Settlement falls well above the lowest point on the range of reasonableness and thus, should be approved.

Probability of success in litigation

16. Although the Liquidating Trustee believes the PBF Claims are strong, F&J is equally convinced in the merits of its defense, denies any and all liability to the Liquidating

Trustee, and the probability of success cannot be gauged with certainty at this stage of the Adversary Case.

Complexity of litigation and attendant expense, inconvenience and delay

17. This is a significant consideration that militates in favor of approval of the Settlement.

18. In sum, the PBF Claims engender sophisticated issues concerning professional responsibilities and will entail extensive fact discovery, expert analysis and opinions and substantial motion practice. Moreover, if the PBF Claims proceed to trial, that will occur in the District Court and before a jury. The Liquidating Trustee has already incurred substantial fees and costs which diminish the net result of any recovery. Unless the Settlement is approved, the Liquidating Trusts' assets will continue to be depleted by substantial litigation costs.

19. The Settlement addresses these concerns. The parties avoid litigating fact specific claims with the attendant expense and delay of such litigation being nullified.

Paramount interest of creditors

20. The Settlement provides for payment of the Settlement Payment to the Liquidating Trustee and stops the expenditure of estate assets on an expensive litigation against a sophisticated litigation adversary. As such, the Settlement is in the paramount interest of the Debtors' stakeholders.

B. The Contingency Fee Should be Approved

21. Pursuant to the Plan and this Court's Order Approving the Trustee's Motion to Approve Hybrid Form of Compensation [ECF No. 223], Meland Russin & Budwick, P.A. ("**MRB**") is entitled to a fee of 10% of any affirmative recovery received by the Debtors' estates

from a litigation matter pursued by the firm without further order of the Court (“*Contingency Fee*”).

22. The Liquidating Trustee requests that the 10% Contingency Fee be approved and that he be authorized and directed to pay this amount when the Settlement Payment is made.

WHEREFORE, the Liquidating Trustee respectfully requests that this Court enter an Order from this Court approving the Settlement, approving the application of the Pro Rata Allocation Formula and directing payment of the Contingency Fee (as set forth in attached Exhibit 2) and granting such other and further relief as this Court deems just and proper.

Dated: August 1, 2014.

s/ Peter D. Russin
Peter D. Russin, Esquire
Florida Bar No. 765902
prussin@melandrussin.com
James C. Moon, Esquire
Florida Bar No. 938211
jmoon@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221

Attorneys for the Liquidating Trustee

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was served on August 1, 2014, via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 3 and via U.S. Mail to those parties listed on the attached Composite Exhibit 4.¹

s/ Peter D. Russin
Peter D. Russin, Esquire

¹ "NEF" means that service was made by Notice of Electronic Filing as set forth on Exhibit 3 and is not being additionally served by mail.

"DUP" means that the address appears more than once on this exhibit and is only being served one time by mail.

"BAD" means that a motion is pending to strike these known, bad addresses for which a better address has not been located; hence, no service by mail. *See* ECF No. 2523.

"INC" means that the Matrix contains an incomplete addresses; hence, no service by mail.

"NNR" means no notice is required. Examples are professionals retained.

"ADDL" means these additional parties served as a courtesy. *See* Exhibit 5.

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (the "***Stipulation***") is entered into on this 24th day of July 2014 by and among (a) Barry E. Mukamal, in his capacity as liquidating trustee (the "***Liquidating Trustee***") of the Palm Beach Finance Partners Liquidating Trust and the Palm Beach Finance II Liquidating Trust (collectively, the "***Palm Beach Liquidating Trusts***"), and (b) Fulbright & Jaworski LLP ("***F&J***," and together with the Liquidating Trustee, the "***Parties***").

The terms of this Stipulation are as follows:

RECITALS

A. On or about November 30, 2009 (the "***Petition Date***"), Palm Beach Finance Partners, L.P. ("***PBF I***") and Palm Beach Finance Partners II, L.P. ("***PBF II***," together with PBF I, the "***Debtors***") commenced Chapter 11 bankruptcy cases by filing voluntary petitions for relief under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (the "***Bankruptcy Court***"), Case Nos. 09-36379-PGH and 09-36396-PGH respectively (the "***Bankruptcy Cases***");

B. On or about October 21, 2010, the Bankruptcy Court entered its *Order Confirming Second Amended Plan of Liquidation* [ECF No. 444], creating the Palm Beach Liquidating Trusts and appointing the Liquidating Trustee.

C. The Liquidating Trustee, on behalf of the Palm Beach Liquidating Trusts, asserts certain claims (the "***PBF Claims***") against F&J as set forth in Adv. Case No. 12-02123 (the "***Adversary Case***"); F&J expressly denies and asserts affirmative defenses to those claims.

D. On July 24, 2014, the Parties hereto met in mediation before Robert Fishman, Esq. to negotiate a resolution of the Adversary Case; and

E. To avoid the continued expense and risk of adverse outcome arising from the Adversary Case, as well as incurring costs and expenses associated therewith, among other

reasons, the Parties have agreed to resolve the Adversary Case subject to the terms and conditions of this Stipulation and Bankruptcy Court approval (the "*Settlement*").

NOW, WHEREFORE, it is stipulated, consented to and agreed, by and among the Parties as follows:

1. The Parties acknowledge that this Stipulation is a compromise and settlement of a controversy. No Party admits, and each expressly denies, any liability on its part.

2. This Stipulation constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and there are no other stipulations, agreements, representations, or warranties other than those specifically set forth herein. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Stipulation.

3. In full and final settlement of the PBF Claims, F&J shall pay (or cause to be paid) Six Million Two Hundred Fifty Thousand (\$6,250,000.00) (the "*Settlement Payment*") by no later than the Settlement Payment Date (as that term is defined below), via wire transfer pursuant to written instructions to be provided by the Liquidating Trustee to F&J.

4. The Settlement Payment Date shall be the 20th calendar day from the later of the following two events: (1) the date on which the Bankruptcy Court's order approving this Stipulation becomes a final non-appealable order; and (2) the date of final resolution of all appeals and the expiration of time for any further appeals from or related to the Bankruptcy Court's order approving this Stipulation, unless such appeals have been determined by a court of appropriate jurisdiction to have been rendered moot.

5. For purposes of this Stipulation, the term "*F&J Parties*" shall mean F&J and its present and former officers, directors, members, partners, representatives, managers, agents,

employees, attorneys, professionals, successors, predecessors, subsidiaries and affiliates, and indemnitors and insurers.

6. Upon his receipt of the Settlement Payment, the Liquidating Trustee on behalf of the Palm Beach Liquidating Trusts and the Debtors and their estates, shall be deemed to waive, release and hold harmless, now and forever, the F&J Parties from any and all claims that the Liquidating Trustee, the Palm Beach Liquidating Trusts, the Debtors or the Debtors' estates may have against the F&J Parties; provided that nothing herein shall be deemed to release, waive or otherwise limit any rights or obligations arising out of this Stipulation. Moreover, the scope of this release shall not impact, impair or alter in any manner any claims whatsoever that the Liquidating Trustee, on behalf of the Palm Beach Liquidating Trusts, the Debtors or their estates, may have against any parties other than the F&J Parties and other than in respect of the PBF Claims. The Liquidating Trustee shall cause the Adversary Case to be dismissed with prejudice within five (5) days of his receipt of the Settlement Payment.

7. By payment of the Settlement Payment, F&J waives, releases and holds harmless, now and forever, the Liquidating Trustee, his attorneys and professionals, the Palm Beach Liquidating Trusts, and the Debtors and their estates (the "**PBF Parties**") from any and all claims that F&J may have against the PBF Parties, including, without limitation, the sum of \$750,000, listed in the Schedules of the Debtors (PBF I, Case No. 09-36379-PGH, ECF no. 48, PBF II, Case No. 3696, ECF No. 19) as owed to F&J for services rendered, and any claims that have been or could be filed against the Debtors' bankruptcy estates; provided that this provision does not release, waive or otherwise limit any rights or obligations arising out of this Stipulation.

8. Each of the Parties acknowledges that he, she or it has read all of the terms of this Stipulation, has had an opportunity to consult with counsel of his, her or its own choosing or voluntarily waived such right, and enters into those terms voluntarily and without duress.

9. The Liquidating Trustee shall file and serve the necessary motion(s) in the Bankruptcy Cases seeking an order approving this Stipulation. The only reference to the amount of the Settlement Payment will be in this Stipulation. The proposed form of order approving the Settlement, as well as the reference therein to the contingent fee payable to the Liquidating Trustee's counsel, shall not make reference to such amount but rather, shall simply refer to the Settlement Amount as provided for in this Stipulation. The Parties and the Trust Monitor shall not make any comment to the media concerning the Adversary Case or the Settlement.

10. Each Party shall bear its own attorneys' fees and costs in connection with the Adversary Case, the negotiation and drafting of this Stipulation and the submission of such Stipulation, motions and orders as may be necessary to obtain the approval of the Bankruptcy Court; provided however, that in the event of any litigation between the Parties under this Stipulation or arising as a result of a default under this Stipulation, the prevailing Party shall be entitled to reasonable attorneys' fees and costs related thereto, including, but not limited to, those incurred at all trial and appellate levels.

11. This Stipulation and any of the specific items, covenants, and conditions contained herein, may not be waived, changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change is sought.

12. This Stipulation shall be effective upon execution by all of the Parties hereto, subject only to approval of this Stipulation by final orders of the Bankruptcy Court and payment of the Settlement Payment. Upon it becoming effective, this Stipulation shall be binding on all of the Parties' successors or assigns.

13. If the Bankruptcy Court does not approve this Stipulation, then the Stipulation shall be of no further force or effect, and the Parties shall be restored to their rights as they existed prior to the execution of this Stipulation. Notwithstanding the foregoing, if the Bankruptcy Court does not approve this Stipulation because any of the Parties have failed to provide the Bankruptcy Court with adequate information to rule on the merits of the Stipulation, the Parties will use their best efforts to seek reconsideration of any order declining to approve the Stipulation, or to file an amended motion to approve the Stipulation.

14. This Stipulation shall in all respects be construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within the State of Florida and by federal law to the extent the same has preempted the laws of the State of Florida.

15. This Stipulation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Stipulation. Delivery of an executed counterpart of a signature page to this Stipulation by facsimile shall be effective as delivery of a manually executed counterpart of this Stipulation.

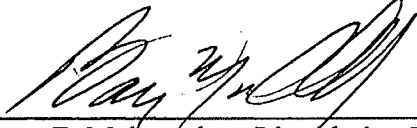
16. This Stipulation shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Stipulation, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the Stipulation as a whole is purportedly prepared or requested by such Party.

17. The Bankruptcy Court shall retain jurisdiction to enforce the terms of this Stipulation.

[Remainder of page intentionally left blank. Next page is signature page.]

18. The individuals signing below represent and warrant that they have the authority to execute this Stipulation.

STIPULATED AND AGREED TO BY:



Barry E. Mukamal, as Liquidating Trustee

Date: 7/31/14

Fulbright & Jaworski, LLP, by
_____,
as authorized agent

Date: _____

Geoffrey Varga, as Trust Monitor

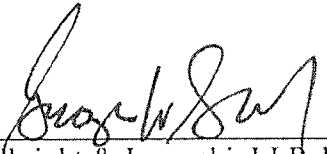
Date: _____

18. The individuals signing below represent and warrant that they have the authority to execute this Stipulation.

STIPULATED AND AGREED TO BY:

Barry E. Mukamal, as Liquidating Trustee

Date: _____



Fulbright & Jaworski LLP, by
George W. Scofield,
as authorized agent

Date: 7/30/14

Geoffrey Varga, as Trust Monitor

Date: _____

18. The individuals signing below represent and warrant that they have the authority to execute this Stipulation.


STIPULATED AND AGREED TO BY:

Barry E. Mukamal, as Liquidating Trustee

Date: _____

Fulbright & Jaworski, LLP, by
_____,
as authorized agent

Date: _____



Geoffrey Varga, as Trust Monitor

Date: 31/7/14

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

PALM BEACH FINANCE PARTNERS,
L.P., a Delaware limited partnership, et al.,

Chapter 11

Debtors,

CASE NO. 09-36379-BKC-PGH
(Jointly Administered)

**ORDER GRANTING THE LIQUIDATING TRUSTEE'S MOTION TO
APPROVE SETTLEMENT WITH FULBRIGHT & JAWORSKI, L.L.P.**

THIS MATTER came before the Court on _____, 2014, upon the *Liquidating Trustee's Motion to Approve Settlement with Fulbright & Jaworski, L.L.P. ("F&J")* (the "**Motion**") [ECF No. ____].¹ Based upon a review of the Motion and considering the arguments of counsel, it is -

ORDERED as follows:

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and authority to enter this Order pursuant to 11 U.S.C. § 105(a).

2. The Motion is **GRANTED**.

3. The Settlement attached to the Motion as Exhibit 1 is **APPROVED**.

4. The Court has been apprised of the negotiations that preceded the Settlement and finds that the Settlement is a result of arms'-length bargaining among the parties. There is no evidence that the settlement reached by the Trustee with F&J is the result of collusion among the parties or that there has been any intent to prejudice any interested parties.

5. The Settlement Payment will be allocated and apportioned among the Debtors as follows: 18% to Palm Beach Finance Partners, L.P. and 82% to Palm Beach Finance II, L.P. (replace this with the names of the 2 trusts) (the "*Pro Rata Allocation Formula*"), and the Settlement Payment shall be made in the amounts in accordance with this allocation.

6. The Contingency Fee is approved. The Liquidating Trustee is authorized and directed make payment of the Contingency Fee from each of the Trusts without the need of further Court Order, in accordance with the Pro Rata Allocation Formula, promptly upon receipt of the Settlement Payment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

7. The Court retains jurisdiction to enforce or interpret this Order.

###

Submitted By:

James C. Moon
Fla. Bar No. 938211
jmoon@melandrussin.com
MELAND RUSSIN & BUDWICK, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221
Attorneys for the Liquidating Trustee

Copies to:

James C. Moon, Esq.

(Attorney Moon is directed to mail a conformed copy of this Order upon all interested parties and to file a certificate of service.)

Mailing Information for Case 09-36379-PGH

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Geoffrey S. Aaronson** gaaronson@aspalaw.com, jevans@aspalaw.com
- **Melissa Alagna** mma@segallgordich.com, jxp@segallgordich.com
- **Vincent F Alexander** vfa@kttl.com, lf@kttl.com
- **Keith T Appleby** kappleby@hwhlaw.com, lbecker@hwhlaw.com
- **Paul A Avron** pavron@bergersingerman.com, efile@bergersingerman.com; efile@ecf.inforuptcy.com
- **Scott L. Baena** sbaena@bilzin.com, eservice@bilzin.com; lflores@bilzin.com
- **Marc P Barmat** ndixon@furrcohen.com, mbarmat@furrcohen.com; atty_furrcohen@bluestylus.com
- **Sean M. Berkowitz** sean.berkowitz@lw.com, chefiling@lw.com; william.katt@lw.com; roger.schwartz@lw.com; robert.malionek@lw.com; megan.fitzpatrick@lw.com; barbara.pipchok@lw.com
- **Steven M Berman** sberman@slk-law.com, bgoodall@slk-law.com
- **Mark D. Bloom** bloomm@gtlaw.com, MiaLitDock@gtlaw.com; miaecfbky@gtlaw.com
- **Noel R Boeke** noel.boeke@hkllaw.com, wendysue.henry@hkllaw.com
- **Michael S Budwick** mbudwick@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Michael S Budwick** mbudwick@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Dennis M. Campbell** dcampbell@campbelllawfirm.net, gschmied@campbelllawfirm.net; lartigas@campbelllawfirm.net
- **Rilyn A Carnahan** rilyn.carnahan@gmlaw.com, efileu1092@gmlaw.com; efileu1089@gmlaw.com; efileu1435@gmlaw.com; efileu1094@gmlaw.com; lauren.baio@gmlaw.com
- **Francis L. Carter** flc@katzbarron.com, lcf@katzbarron.com
- **Francis L. Carter** flc@katzbarron.com, lcf@katzbarron.com
- **Lisa M. Castellano** lcastellano@becker-poliakoff.com, thenry@becker-poliakoff.com; tfritz@becker-poliakoff.com
- **Helen Davis Chaitman** , jgorchkova@beckerny.com; lblanco@beckerny.com; cdavis@beckerny.com
- **Helen Davis Chaitman** hchaitman@beckerny.com, jgorchkova@beckerny.com; lblanco@beckerny.com; cdavis@beckerny.com
- **Franck D Chantayan** franck@chantayan.com
- **Daniel DeSouza** ddesouza@bplegal.com, cgelman@bplegal.com; tfritz@bplegal.com
- **John R. Dodd** doddj@gtlaw.com, miaecfbky@gtlaw.com; mialitdock@gtlaw.com
- **John D Eaton** jeaton@shawde-eaton.com, sramirez@shawde-eaton.com
- **Darren D. Farfante** dfarfante@fowlerwhite.com, Denise.Strand@bipe.com
- **Heidi A Feinman** Heidi.A.Feinman@usdoj.gov
- **Jonathan S. Feldman** jfeldman@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **G Steven Fender** efileu1113@gmlaw.com, efileu1094@gmlaw.com; efileu1092@gmlaw.com; efileu1435@gmlaw.com; lauren.baio@gmlaw.com
- **David S Foster** chefiling@lw.com
- **Robert G Fracasso Jr** rfracasso@shutts.com, jgoodwin@shutts.com
- **Robert C Furr** bnasralla@furrcohen.com, atty_furrcohen@bluestylus.com
- **Solomon B Genet** sgenet@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **John H Genovese** jgenovese@gjb-law.com, hburke@gjb-law.com; gjbecf@gjb-law.com
- **Michael I Goldberg** michael.goldberg@akerman.com, charlene.cerda@akerman.com
- **Lawrence Gordich** LAG@segallgordich.com, jxp@segallgordich.com; mma@segallgordich.com
- **Scott M. Grossman** grossmansm@gtlaw.com, smithl@gtlaw.com; MiaLitDock@gtlaw.com; FTLitDock@GTLaw.com; miaecfbky@gtlaw.com
- **Jennifer Hayes** jhayes@foley.com, crowell@foley.com
- **Zachary N James** zjames@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Kenneth M Jones** kjones@moodyjones.com
- **Michael A Kaufman** michael@mkaufmanpa.com, diamondmk@aol.com; kaufmanesq@gmail.com; dgimbel@mkaufmanpa.com; kwatson@mkaufmanpa.com
- **Michael A Kaufman** michael@mkaufmanpa.com, diamondmk@aol.com; kaufmanesq@gmail.com; dgimbel@mkaufmanpa.com; kwatson@mkaufmanpa.com
- **Stephen J Kolski Jr** stevekolski@catlin-saxon.com
- **Harris J. Koroglu** hkoroglu@shutts.com, jgoodwin@shutts.com
- **James A Lodoen** jlodoen@lindquist.com, ghildahl@lindquist.com
- **David S Mandel** dmandel@mandel-law.com, susan@mandel-law.com
- **Joshua A Marcus** jmarcus@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Joshua A Marcus** jmarcus@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Aleida Martinez Molina** amartinez@wsh-law.com, jfuentes@wsh-law.com
- **Paul J McMahon** pjmc@pjmawmiami.com
- **Brian M Mckell** brian.mckell@wilsonelser.com, lourdes.riestra@wilsonelser.com
- **Yvonne F Mizusawa** yvonne.f.mizusawa@frb.gov
- **James C. Moon** jmoon@melandrussin.com, ltannenbaum@melandrussin.com; mrbnefs@yahoo.com
- **Barry E Mukamal** bankruptcy@marcumllp.com, FL64@ecfbis.com
- **Barry E Mukamal** bemtrustee@kapilamukamal.com, FL64@ecfbis.com
- **Barry E. Mukamal** bemtrustee@kapilamukamal.com
- **David J Myers** myers@fsblegal.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Leslie S. Osborne** rappaport@kennethrappaportlawoffice.com
- **John E Page** jpage@sfl-pa.com, scusack@sfl-pa.com; lrosetto@sfl-pa.com
- **Chad S Paiva** chad.paiva@gmlaw.com, katrina.bankert@gmlaw.com
- **Kristopher E Pearson** kpearson@stearnsweaver.com, mmasvidal@stearnsweaver.com; bank@stearnsweaver.com; rross@stearnsweaver.com; dillworthcdp@ecf.epiqsystems.com; larrazola@stearnsweaver.com; cgraver@stearnsweaver.com
- **Jennifer H Pinder** jpinder@foley.com, crowell@foley.com
- **Chad P Pugatch** cpugatch@ecf@rprslaw.com
- **Cristopher S Rapp** csrapp@jones-foster.com, eservice@tobinreyes.com; dboentgen@tobinreyes.com
- **Cristopher S Rapp** csrapp@tobinreyes.com, eservice@tobinreyes.com; dboentgen@tobinreyes.com
- **Patricia A Redmond** predmond@stearnsweaver.com, jmartinez@stearnsweaver.com; bank@stearnsweaver.com; rross@stearnsweaver.com; dillworthcdp@ecf.epiqsystems.com; sdaddese@akingump.com
- **Patricia A Redmond** predmond@stearnsweaver.com, jmartinez@stearnsweaver.com; bank@stearnsweaver.com; rross@stearnsweaver.com; dillworthcdp@ecf.epiqsystems.com; sdaddese@akingump.com
- **Jason S Rigoli** jrigoli@furrcohen.com, ndixon@furrcohen.com; atty_furrcohen@bluestylus.com
- **Kenneth B Robinson** krobinsonecf@rprslaw.com
- **Joseph Rodowicz** bankruptcy@rodowiczlaw.com, rodowiczlaw@gmail.com
- **Robin J. Rubens** rjr@klsg.com, esf@klsg.com

- **Peter D. Russin** prussin@melandrussin.com, ltannenbaum@melandrussin.com;mrbnfs@yahoo.com
- **Franklin H Sato** fsato@wickersmith.com, alazaro@wickersmith.com
- **Bradley M Saxton** bsaxton@whww.com, scolgan@whww.com;rweinman@whww.com;breece@whww.com
- **Michael L Schuster** mschuster@gjb-law.com, gjbecf@gjb-law.com;mchang@gjb-law.com
- **Michael D. Seese** mseese@seeselaw.com, sseward@seeselaw.com
- **Steven E Seward** sseward@seeselaw.com
- **Bradley S Shraiberg** bshraiberg@sfl-pa.com, dwoodall@sfl-pa.com;vchapkin@sfl-pa.com;lrosetto@sfl-pa.com;scusack@sfl-pa.com;blee@sfl-pa.com
- **Paul Steven Singerman** singerman@bergersingerman.com, mdiaz@bergersingerman.com;efile@bergersingerman.com;efile@ecf.infortuity.com
- **Jeffrey I. Snyder** jsnyder@bilzin.com, eservice@bilzin.com;lflores@bilzin.com
- **James S Telepman** jst@fcohenlaw.com
- **Charles W Throckmorton** cwt@kttlaw.com, lf@kttlaw.com;ycc@kttlaw.com
- **Trustee Services Inc 2** court@trusteeservices.biz, sandirose.magder@gmail.com
- **Skipper J Vine** jonathan.vine@csklegal.com
- **Jessica L Wasserstrom** jwasserstrom@melandrussin.com, ltannenbaum@melandrussin.com;mrbnfs@yahoo.com
- **Morris D. Weiss** morrisw@hts-law.com, sherris@hts-law.com;annmariej@hts-law.com
- **George L. Zinkler** gzinkler.ecf@rprslaw.com

Label Matrix for local noticing
113C-9
Case 09-36379-PGH
Southern District of Florida
West Palm Beach
Thu Jul 24 10:00:06 EDT 2014

INC

Blackpool Absolute Return Fund, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Crown Financial Ministries, Inc.
c/o Timothy M. Obitts, Esq.
Gammon & Grange, P.C.
8280 Greensboro Dr., 7th Floor
McLean, VA 22102-3885

First Baptist Church of Tequesta, Inc.
c/o Roberto M. Vargas, Esq.
Jones Foster Johnston & Stubbs, P.A.
505 S. Flagler Drive
Suite 1100
West Palm Beach, FL 33401-5950

Geoff Varga, as Liquidator
c/o Robin Rubens
201 S Biscayne Blvd 34 Fl
Miami, FL 33131-4332

NEF

HSBC USA, INC
c/o Franck D. Chantayan
Carlton Fields, P.A.
525 Okeechobee Blvd., Suite 1200
West Palm Beach, FL 33401-6350

Kinetic Partners (Cayman) Ltd
c/o Robin Rubens, Esq. at LKLSG
201 S. Biscayne Blvd., 22 Fl
Miami, FL 33131-4338

NEF

MIO Partners Inc
c/o Robin E Keller Esq
590 Madison Ave
New York, NY 10022-2524

Palm Beach Finance II, L.P.
3601 PGA Blvd
Suite 301
Palm Beach Gardens, FL 33410-2712

NNR

Raymond G. Feldman Family Ventures, L.P.
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

Ashton Revocable Living Trust
c/o Helen Chaitman
45 Broadway
New York, NY 10006-3007

NEF

Blackpool Partners, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Douglas A. Kelly, Chapter 11 Trustee
c/o Bradley M. Saxton
PO Box 1391
Orlando, FL 32802-1391

General Electric Credit Corporation
c/o Patricia A. Redmond
Stearns Weaver Miller
150 W. Flagler St., #2200
Miami, FL 33130-1545

NEF

Golden Gate VP Absolute Return Fund, LP
c/o Manuel Farach, Esq.
Richman Greer, P.A.
250 Australian Avenue South, Ste. 1504
West Palm Beach, FL 33401-5016

KBC Financial Products (Cayman Islands) Ltd.

Levine Kellogg Lehman Schneider & Grossman L
LKLSG c/o Robin Rubens
201 S. Biscayne Blvd., 34th Fl
Miami, FL 33131-4332

NEF

Minnesota Teen Challenge, Inc.
c/o
Paul Joseph McMahon, P.A.
Miami, FL 33129 US

NEF

Palm Beach Finance Partners, L.P.
3601 PGA Blvd
Suite 301
Palm Beach Gardens, FL 33410-2712

NNR

Reed Smith LLP
599 Lexington Ave 22 Flr
New York, NY 10022-7650

BMO Harris Bank, N.A.
c/o Charles W. Throckmorton
2525 Ponce de Leon
9th Floor
Coral Gables, FL 33134-6039

NEF

Calhoun Multi-Series Fund, L.P.
John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 NW Executive Center Dr.
Suite 300
Boca Raton, FL 33431-8530

NEF

Father's Heart-A Ranch for Children Inc
Shumaker, Loop, & Kendrick, LLP
101 E. Kennedy Blvd
Suite 2800
Tampa, FL 33602-5153

Geoff Varga, as Liquidating Trust Monitor fo
Levine Kellogg, et al. c/o RobinJRubens
201 S. Biscayne Blvd., 34th Floor
Miami, FL 33131-4332

NEF

Golden Sun Capital Management, LLC
c/o Michael L. Schuster, Esq.
100 SE 2nd Street
Suite 4400
Miami, f 33131-2118

NEF

Kaufman, Rossin & Co.
c/o Rice Pugatch Robinson & Schiller
101 NE 3rd Avenue
Suite1800
Fort Lauderdale, FL 33301-1162

M&I Marshall & Ilsley Bank
c/o Charles W. Throckmorton
2525 Ponce de Leon
9th Floor
Coral Gables, FL 33134-6039

NEF

Mosaic Fund, L.P.
c/o Kristopher E. Pearson
Stearns Weaver Miller
150 W. Flagler St.
Ste. 2200
Miami, FL 33130-1545

NEF

Prison Fellowship Ministries, Inc.
c/o Timothy M. Obitts, Esq.
Gammon & Grange, P.C.
8280 Greensboro Dr., 7th Floor
McLean, VA 22102-3885

DUP

SCALL, LLC
c/o Weissman, Dervishi, Borgo & Nordlund
SunTrust International Center
One Southeast Third Avenue, Suite 1980
Miami, FL 33131-1716

Sims Moss Kline & Davis, LLP
 Davis Gillett Mottern & Sims LLC
 c/o Jerry L Sims
 Promenade #2445
 1230 Peachtree St NE
 Atlanta, GA 30309-3574

The Christensen Group, Inc.
 Wicker Smith O'Hara McCoy & Ford, P
 515 North Flagler Drive
 Suite 1600
 West Palm Beach, FL 33401-4346

Trustee Services Inc 2
 Ken Welt
 3790 N 28 Tr
 Hollywood, FL 33020-1112

Agile Safety Fund (International)
 730 17th Street
 Suite 550
 Denver, CO 80202-3539

Albert Liguori
 16590 Crownsbury Way, #201
 Ft. Myers, FL 33908-5695

Amy Davenport
 POB 3511
 Midland, TX 79702-3511

Barry Beal
 104 S Pecos St
 Midland, TX 79701-5021

Beal Family Trust FBO Kelly S Beal
 104 S Pecos St
 Midland, TX 79701-5021

Bruce Prevost #15810-041
 9595 W Quincy Ave
 Littleton, CO 80123-1159

Carlton Beal Family Trust FBO Barry Beal
 104 S Pecos St
 Midland, TX 79701-5021

Southwest Key Programs, Inc.
 c/o Noel Boeke
 Holland & Knight
 P.O. Box 1288
 Tampa, FL 33601-1288

Thomas J. Ginley Life Ins. Trust Dated 1-22-
 6650 N. Tower Circle Drive
 Lincolnwood, IL 60712-3218

West Capital Management
 c/o Simon B. Paris
 1 Liberty Pl 52 FL
 1650 Market St
 Philadelphia, PA 19103-7301

Agile Safety Fund (Master Fund)
 730 17th Street
 Suite 550
 Denver, CO 80202-3539

Alton Opitz
 144 Newhaven Ln
 Butler, PA 16001-7910

Armadillo Fund
 40 Random Farms Cir
 Chappaqua, NY 10514-1000

BayRoc Associates
 c/o JamiScott
 15 W 53rd St. #24-B
 New York, NY 10019-5401

Beal GST Exemption Trust
 104 S Pecos St
 Midland, TX 79701-5021

Calhoun Multi-Series Fund, L.P.
 c/o John E. Page, Esquire
 Shraiberg, Ferrara & Landau, P.A.
 2385 NW Executive Center Drive, Suite 300
 Boca Raton, FL 33431-8530

Christopher J Topolewski, West Capital Manag
 c/o Simon B. Paris
 1 Liberty Pl 52 FL
 1650 Market St
 Philadelphia, PA 19103-7301

Sumnicht Money Masters Fund I Liquidating Tr
 c/o John E Page, Esquire
 Shraiberg, Ferrara & Landau, PA
 2385 NW Executive Center Drive
 Suite 300
 Boca Raton, FL 33431-8530

Toledo Fund, LLC
 c/o Weissman, Dervishi, Borgo & Nordlund
 SunTrust International Center
 One Southeast Third Avenue, Suite 1980
 Miami, FL 33131-1716

ZCALL, LLC
 c/o Weissman, Dervishi, Borgo & Nordlund
 SunTrust International Center
 One Southeast Third Avenue, Suite 1980
 Miami, FL 33131-1716

Agile Safety Variable Fund, L.P.
 730 17th Street
 Suite 550
 Denver, CO 80202-3539

Amy Davenport
 3 Greenwich Dr
 Midland, TX 79705-6418

BTA Oil Producers
 104 S Pecos St
 Midland, TX 79701-5099

Beacon Partners, Ltd
 3030 McKinney Ave, #305
 Dallas, TX 75204-7472

Blackpool Absolute Return Fund, LLC
 c/o John E. Page, Esquire
 Shraiberg, Ferrara & Landau, P.A.
 2385 N.W. Executive Center Drive, Suite
 Boca Raton, Florida 33431-8510

Cannonball Funds/Globefin Asset Manageme
 PO Box 218
 Wickatunk, NJ 07765-0218

Claude Lestage
 4893 N Kay
 Palm Beach Gardens, FL 33418-6167

Cohen Milstein Sellers & Toll, PLLC
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C 20005-3964
Attn: Andrew N. Friedman, Esq.

Compass Special Situations Fund LP
c/o MIO Partners, Inc.
55 E 52 St
New York, NY 10055-0102

David W Harrold, #15809-041
FCI Coleman Low
846 NE 54 Terr
Sumterville, FL 33585

Deer Island, LP
Red Bird Farm 89 Nason Hill Rd
Sherborn, MA 01770-1233

Dennis Dobrinich
3860 Dogwood Ave
Palm Beach Gardens, FL 33410-4755

Douglas A. Kelley, Chapter 11 Trustee
Attn: James A. Rubenstein, Esq.
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3903

Douglas A. Kelley, Chapter 11 Trustee
Attn: Terrence J. Fleming, Esq.
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

Father's Heart Family Foundation Inc.
8292 Nashua Dr
Palm Beach Garden, FL 33418-6046

DUP

Frank Carruth
5407 S Flagler Dr
West Palm Beach, FL 33405-3311

Frank Vennes
2440 N. Courtenay Pkwy.
Merritt Island, FL 32953-4127

Freestone Capital Management, Inc
c/o Mr. Justin Young
1918 Eighth Avenue, Suite 3400
Seattle, WA 98101-1214

Fulbright & Jaworski
2100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

George & Nancy Slain
59-1089 Maluhi Pl
Kamuela, HI 96743-8504

George Novograder
875 N Michigan Ave #3612
Chicago, IL 60611-1947

Gillett Mottern and Walker, LLP
1230 Peachtree St. NE #2445
Atlanta, GA 30309-7500
At. Bob Mottern - Sky Bell
Pete L DeMahy, Esquire

Golden Gate VP Absolute Return Fund, LP
c/o Michael J Cordone, Esq
2600 One Commerce Square
Philadelphia, PA 19103-7018

Golden Sun Capital Management
Attn: Solomon Halpern
885 Arapahoe Ave
Bolder, CO 80302-6011

Golden Sun Multi-Manager Fund
c/o Jeffrey S Posta, Esq
POB 5315
Princeton, NJ 08543-5315

Guy M. Hohmann, Esq.
100 Congress Ave
18th Floor
Austin, TX 78701-4042

HSBC USA, Inc.
c/o Franck D. Chantayan
Carlton Fields, PA
525 Okeechobee Blvd., Suite 1200
West Palm Beach, FL 33401-6350

NEF

Holland & Knight, LLP
701 Brickell Ave
Suite 3000
Attn: Mitchell Herr
Miami, FL 33131-2898

JamiScott
c/o Leonard & Lillian Schneider
15 W 53rd St #24-B
New York, NY 10019-5401

JamiScott LLC
15 W 53rd St #24-B
New York, NY 10019-5401

Janeete Bancroft
9052 SW 103 Ave
Ocala, FL 34481-8230

Janet Bonebrake
13956 San Pablo Ave., Apt. 336
San Pablo, CA 94806-5304

Jerry L. Sims, Davis Gillett Mottern & Sims
Promenade Ste 2445
1230 Peachtree St NE
Atlanta, GA 30309-3574

John Bergman
c/o Erika L. Morabito, Esq.
Foley k Lardner LLP
3000 K St NW, Ste 600
Washington, DC 20007-5111

Judith Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

K&K Capital Management, Inc.
8701 N. Merrill St
Niles, IL 60714-1922

Karasel, LP
2385 Executive Center Dr, #190
Boca Raton, FL 33431-8581

Kaufman Rossin & Co.
2699 S Bayshore Dr
Miami, FL 33133-5486

Keleen H. Beal Estate
104 S Pecos St
Midland, TX 79701-5021

Kelly Beal
104 S Pecos St
Midland, TX 79701-5021

LAB Investments Fund, LP
1875 S Grant St, #600
San Mateo, CA 94402-7013

Leslie Schneider
c/o JamiScott
15 W 53rd St., #24-B
New York, NY 10019-5401

Lewis B. Freeman & Partners, Inc.
c/o Kenneth A. Welt, Receiver
1776 North Pine Island Road
Suite 102
Plantation, Florida 33322-5200

Lionheart LP
3545 Lake St #201
Wilmette IL 60091-1058

Lynda Beal
104 S Pecos St
Midland, TX 79701-5021

M. Lee Toothman
216 Barbados Dr
Jupiter, FL 33458-2917

MB Investments, LLC
110 N Wacker Dr, #330
Chicago, IL 60606-1511

MIO Partners Inc
c/o Robin E. Keller, Esq.
Hogan Lovells US LLP
875 Third Ave
New York, NY 10022-7222

Marder Investment Advisors Corp.
8033 Sunset Blvd, #830
Los Angeles, CA 90046-2401

Mark Prevost
2372 Hidden Ridge Ln
Jasper, AL 35504-7268

Martin Casdagli
554 E Coronado Rd
Santa Fe, NM 87505-0347

McKinsey Master Retirement Trust
c/o Mio Partners, Inc.
55 E 52nd St
New Yourk, NY 10055-0102

Mosaic Capital Fund LLC
680 Fifth Ave, 8th Fl
New York, NY 10019-5429

Nancy Beal
104 S Pecos St
Midland, TX 79701-5021

Nancy Dobrinich
3860 Dogwood Ave
Palm Beach Gardens, FL 33410-4755

Nancy Hollingsworth
7107 Arrowood Rd
Bethesda, MD 20817-2808

NetWide Capital LLC
P.O. Box 957
Boulder, CO 80306-0957

Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130-1614

Palm Beach Finance Holdings, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 4200
Minneapolis, MN 55402-2223

Palm Beach Offshore II, Ltd
Admiral Financial Center, 5th Floor
90 Fort Street, PO Box 32021
Grand Cayman KY - 1208
Cayman Islands

Palm Beach Offshore LTD
Anchorage Centre, 2nd Floor
PO Box 32021 SMB
Grand Cayman, Cayman Islands

Pemco Partners, LP
8 Lyman St, #204
Westborough, MA 01581-1487

Petters Company, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth St, Ste 4200
Minneapolis, MN 55402-2223

Prateek Mehrotra, CFA, CAIA
Sumnicht & Associates
W6240 Communication Ct, #1
Appleton, WI 54914-8549

Randall Linkous
1174 SW 27 Ave
Boynton Beach, FL 33426-7824

Robert Davenport
POB 3511
Midland, TX 79702-3511

Robert Davenport, Jr
104 S Pecos St
Midland, TX 79701-5021

Ron Priestley
5565 N Espina Rd
Tuscon, AZ 85718-5101

Ronald R. Peterson
Jenner & Block LLP
353 North Clark St.
Chicago, IL 60654-5474

Ronald R. Peterson
c/ Wilkie Farr & Gallagher, LLP
Attn: Michael S. Schachter, Esq.
787 Seventh Ave
New York, NY 10019-6099

Ronald R. Peterson
c/o McDermott Will & Emery, LLP
Attn: Lazar P. Raynal, Esq.
227 West Monroe Street
Chicago, IL 60606-5096

SALI Fund Services, LLC
6836 Austin Center St #320
Austin, TX 78731-3193

SBL-DIF
c/o MIO Partners, Inc
55 E 52nd St
New York, NY 10055-0002

SSR Capital Management LLC
4514 Cole Ave, #1000
Dallas, TX 75205-4177

SSR Capital Partners, LP
c/o R. James George, Jr., Esq
114 W 7th St #1100
Austin, TX 78701-3015

SSR Capital Partners, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Sage Capital Resources
3006 Julia St W, Unit A
Tampa, FL 33629-8809

Sandra Linkous
1174 SW 27 Ave
Boynton Beach, FL 33426-7824

Sarah Stroebel, Snr Corp Counsel
U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402-2511

Scall, LLC
c/o Edward Toptani, Esq.
127 East 59th Street
New York, NY 10022-1225

Scott Schneider
c/o JamiScott
15 W 53rd St, #24-B
New York, NY 10019-5401

Special Situations Investment Fund, LP
c/o Robin Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022-7222

Spencer Beal
104 S Pecos St
Midland, TX 79701-5021

Spencer Evans Beal Family Trust
104 S Pecos St
Midland, TX 79701-5021

Spring Investor Services Inc.
Red Bird Farm
89 Nason Hill Rd
Sherborn, MA 01770-1233

Sterling Management Inc.
160 White Oaks Ln
Vadnais Heights, MN 55127-6132

Steven Feder
730 17th Street
Suite 550
Denver, CO 80202-3539

Strategic Stable Return Fund (ID), LP
c/o R. James George, Jr., Esq.
114 West Seventh Street
Suite 1100
Austin, TX 78701-3015

Strategic Stable Return Fund II, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Sumnicht Money Masters Fund I
Liquidating Trust I
Cust/Ttee Nat'l Advisors Trust
8717 West 110th St, #700
Overland Park, KS 66210-2127

DUP

Sumnicht Money Masters Fund I
Liquidating Trust I
c/o John E. Page
2385 NW Executive Center Dr. #300
Boca Raton, FL 33431-8530

Sumnicht Money Masters Fund, LP
c/o John E. Page, Esquire
Shraiberg Ferrara & Landau PA
2385 NW Executive Center Dr. #300
Boca Raton, FL 33431-8530

Table Mountain Capital, LLC
850 Quince Ave
Boulder, Co 80304-0746

Ted Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

The Beal Trust U/A 4/17/68
104 S Pecos St
Midland, TX 79701-5021

Toledo Fund, LLC
c/o Edward Toptani, Esq.
127 East 59th Street
New York, NY 10022-1225

Tradex Global Advisors
35 Mason St, 4th Fl
Greenwich, CT 06830-5436

U.S. Bank Nat. Assoc.
c/o Richard Wilson
90 S 7th St. Ste 3300
Minneapolis, MN 55402-4104

U.S. Bank National Association
c/o Richard G. Wilson, Esq.
Maslon Edeman Borman & Brand LLP
90 S 7th Street, Suite 3300
Minneapolis, MN 55402-4104

VAS Partners, LLC
Attn: Vincent P Allegra
4401 W Roosevelt Rd
Hillside, IL 60162-2031

Vincent Allegra
449 S Evergreen St
Bensenville, IL 60106-2505

West Capital Management
1818 Market St, #3323
Philadelphia, PA 19103-3655

Wilbur Hobgood
2189 Radnor Ct
North Palm Beach, FL 33408-2157

Zcall, LLC
c/o Edward Toptani, Esq.
127 East 59th Street
New York, NY 10022-1225

Alton Optiz
144 Newhaven Ln
Butler, PA 16001-7910

Barry E Mukamal
KapilaMukamal LLP
1 SE 3 Avenue Ste 2150
Box 158
Miami, FL 33131-1716

NEF

Barry E. Mukamal
1 SE 3 Ave. Ste 2150
Miami, FL 33131-1716

NEF

Barry E. Mukamal
1 SE 3rd Ave 10th FL
Miami, FL 33131-1710

NEF

Boris Onefater
305 Madison Ave #2036
New York, NY 10165-0027

Brett A Stillman
PC Doctor
3300 N Palmaire Dr #407
Pombano Beach, FL 33069-4235

NNR

Bruce Prevost
c/o Rappaport Osborne & Rappaport PL
1300 N Federal Hwy #203
Boca Raton, FL 33432-2848

NEF

Catherine A Ghiglieri
Ghiglieri & Company
2300 Cypress Point West
Austin, TX 78746-7117

NNR

Chad P. Pugatch
RPRS, PA
101 NE 3rd Ave., #1800
Ft. Laud., FL 33301-1252

NEF

Christopher Flynn
c/o Charles W. Throckmorton
2525 Ponce de Leon
9th Floor
Coral Gables, FL 33134-6039

NEF

Christopher Laursen
National Economic Research Associates,
1255 23rd St NW
Washington, DC 20037-1169

NNR

Daniel N. Rosen
300 Avenue North #200
Minneapolis, MN 55425-5527

NEF

David Harrold
c/o Rappaport Osborne & Rappaport, PL
1300 N Federal Hwy #203
Boca Raton, FL 33432-2848

NEF

David S Mandel
Mandel & Mandel LLP
1200 Alfred I. duPont Bldg
169 East Flagler St
Miami, FL 33131-1205

NNR

Elliot B Kula
Kula & Samson, LLP
17501 Biscayne Blvd
Aventura, FL 33160-4804

NNR

Eric Rubin
6861 SW 196 Ave #201
Ft. Lauderdale, FL 33332-1658

NNR

Hubert Thomas Wilkins III
Robert Hughes Associates, Inc
508 Twilight Trail #200
Richardson, TX 75080-8100

NNR

James S. Feltman
600 Brickell Ave #2525
Miami, FL 33131-3082

NNR

Jay P Tarshis
Arnstein & Lehr LLP
120 S. Riverside Plaza #1200
Chicago, IL 60606-3910

NNR

John D. Eaton
Rasco Klock Reininger
283 Catalonia Avenue, 2nd Floor
Coral Gables, FL 33134-6712

NNR

John H Genovese
100 SE 2 St Ste 4400
Miami, FL 33131-2118

NEF

Kenneth A Ralston
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive
Suite 300
Boca Raton, FL 33431-8530

NEF

Kenneth A Welt
Trustee Services, Inc.
8255 West Sunrise Boulevard
Suite #177
Plantation, FL 33322-5403

NEF

Kevin O'Halloran
Newbridge Management, LLC
1720 Peachtree St #425N
Atlanta, GA 30309-2449

NNR

Luke Dalchow
c/o Fabian Hoffner
310 4th Ave South
Suite 5010
Minneapolis, MN 55415-1053

Lynn E Turner
LitiNomics
444 S Flower St #2140
Los Angeles, CA 90071-2984

NNR

Marc Hurwitz
Crossroads Investigations, Inc.
1835 NE Miami Gardens Dr #547
North Miami Beach, FL 33179-5035

NNR

Marie Ashton
c/o Helen Chaitman
45 Broadway
New York, NY 10006-3007

NEF

Michael R Slade
Callaway & Price Inc
1639 Forum Pl #5
West Palm Beach, FL 33401-2330

NNR

Michael S Budwick Esq
200 S Biscayne Blvd # 3200
Miami, FL 33131-5323

NEF

Michelle Harrold
c/o Furr and Cohen, P.A.
2255 Glades Road
Suite 337W
Boca Raton, FL 33431-7379

NEF

Nancy B Rapoport
530 Farrington Court
Las Vegas, NV 89123-0622

NNR

Paul A Avron Esq.
2650 N. Military Trail # 240
Boca Raton, FL 33431-6346

NEF

Paul Steven Singerman Esq
1450 Brickell Ave #1900
Miami, FL 33131-3453

NEF

Peter Hagan
Berkeley Research Group
2200 Powell St., Ste. 1200
Emeryville, CA 94608-1833

NNR

Richard Painter
7128 Mark Terrace Dr
Edina, MN 55439-1628

NNR

Richard B Solum

NNR

Soneet R Kapila
Kapila & Company
1000 S Federal Hwy #200
Ft. Lauderdale, FL 33316-1237

NNR

Stephen Williams
59 Damonte Ranch Pkwy #3360
Reno, NV 89521-1907

Steven Bakaysa
2251 Wigwam Pkwy #1026
Henderson, NV 89074-6235

BAD

Label Matrix for local noticing
113C-9
Case 09-36396-PGH
Southern District of Florida
West Palm Beach
Thu Jul 24 10:04:35 EDT 2014

INC

US Trust, Co-Trustee of the Maxine B Adler T
5200 Town Center Road #500
Boca Raton, FL 33486-1018

Geoff Varga, as Liquidator
c/o Robin J. Rubens
201 S Biscayne Blvd 34 Fl
Miami, FL 33131-4332

NEF

ARIS Capital Management
333 SE 2nd Ave #2012
Miami, FL 33131-2177

Palm Beach Finance II, L.P.
3601 PGA Blvd
Suite 301
Palm Beach Gardens, FL 33410-2712

NNR

ARIS Multi-Strategy Fund, LP
Aris Capital Management
333 SE 2nd Ave #2012
Miami, FL 33131-2177

Agile Safety Fund (Master Fund)
730 17th Street
Suite 550
Denver, CO 80202-3539

Agile Safety Variable Fund, L.P.
730 17th Street
Suite 550
Denver, CO 80202-3539

Alton Opitz
144 Newhaven Ln
Butler, PA 16001-7910

Barnett Capital Ltd.
450 Skokie Blvd, #604
Northbrook, IL 60062-7914

Barry Beal
104 S Pecos St
Midland, TX 79701-5021

BayRoc Associates LLC
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

Blackpool Absolute Return Fund, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive, #
Boca Raton, Florida 33431-8510

NEF

Blackpool Partners, LLC
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive, #
Boca Raton, Florida 33431-8510

NEF

Blackpool Partners, LP
701 Harger Rd, #190
Oak Brook, IL 60523-1490

Bruce Prevost #15810-041
9595 West Quincy Avenue
Littleton, CO 80123-1159

Centermark Asset Management
21320 Baltic Dr
Cornelius, NC 28031-6425

Clarridge Associates LLC
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

DUP

Cohen Milstein Sellers & Toll, PLLC
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C 20005-3964
Attn: Andrew N. Friedman, Esq.

Compass Offshore Special Situations, PCC
c/o MIO Partners, Inc
55 E 52nd St
New York, NY 10055-0102

DUP

David Harrold #15809-041
FCI Coleman Low
846 N.E. 54th Terrace
Sumterville, FL 33585

Douglas A. Kelley, Chapter 11 Trustee
Attn: James A. Rubenstein, Esq.
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3903

Douglas A. Kelley, Chapter 11 Trustee
Attn: Terrence J. Fleming, Esq.
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

Frank Carruth
5407 S Flagler Dr
West Palm Beach, FL 33405-3311

Frank Vennes
2440 N. Courtenay Pkwy
Merritt Island, FL 32953-4127

Fulbright & Jaworski
2100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2100

Genesis Capital
Attention: Mike Dubinsky
7191 Wagner Way NW, Suite 302
Gig Harbor, WA 98335-6909

Geoffrey Varga and Neil Morris
Joint Liquidators of Palm Beach Offshore
c/o Mark W. Eckard, Esq.
1201 N. Market Street, Suite 1500
Wilmington, DE 19801-1163

Gillett Mottern and Walker LLP
1230 Peachtree Street NE #2445
Atlanta, GA 30309-7500
Attn: Bob Mottern - Sky Bell
Pete L. DeMahy, Esquire

Golden Sun Capital Management
Attn: Solomon Halpern
885 Arapahoe Avenue
Boulder, CO 80302-6011

Golden Sun Multi-Manager Fund, LP
Attn: Solomon Halpern
885 Arapahoe Avenue
Boulder, CO 80302-6011

Guardian Capital, LLC
3225 Aviation Ave, #601
Miami, FL 33133-4741

Guy M. Hohmann, Esq.
100 Congress Ave
18th Floor
Austin, TX 78701-4042

HSBC USA, INC.
c/o Franck D. Chantayan
Carlton Fields, P.A.
525 Okeechobee Blvd., Suite 1200
West Palm Beach, FL 33401-6350

HSBC USA, Inc.
HSBC Alternative Fund Services
330 Madison Ave, 5th Floor
New York, NY 10017-5042

Hillcrest Properties, c/o Stephen Willia
59 Damonte Ranch Pkwy, #B-360
Reno, NV 89521-1907

Holland & Knight, LLP
701 Brickell Ave
Suite 3000
Attn: Mitchell Herr
Miami, FL 33131-2898

Integrity Partners, c/o Scott Walchek
1499 Danville Blvd, #202
Alamo, CA 94507-4907

James Corydon
6650 N Tower Circle Dr
Lincolnwood, IL 60712-3218

Jamiscott, LLC
15 W 53 St, #24-B
New York, NY 10019-5401

Jamiscott, LLC, c/o Leonard & Lillian Sc
1089 S Ocean Blvd
Palm Beach, FL 33480-4932

John Daniel
225 Wellington Ln
Cape Girardeau, MO 63701-9540

Judith Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

Karasel, LP
2385 Executive Center Dr, #190
Boca Raton, FL 33431-8581

Kaufman Rossin & Co.
2699 S Bayshore Dr
Miami, FL 33133-5486

Kenneth A. Ralston
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

NEF

Kenneth Ralston
666 Riford Rd
Glen Ellyn, IL 60137-3973

DUP

Kenneth Ralston
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A.
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

NEF

LAB Investments Fund, LP
1875 S Grant St, #600
San Mateo, CA 94402-7013

Laulima Partners, LP
C/O Smithfield Trust Co.
Attn: Robert Kopf Jr.
20 Stanwix St, #650
Pittsburgh, PA 15222-1330

Leslie Schneider
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

Lewis B. Freeman & Partners, Inc.
c/o Kenneth A. Welt, Receiver
1776 North Pine Island Road
Suite 102
Plantation, Florida 33322-5200

NEF

Marder Investment Advisors Corp.
8033 Sunset Blvd, #830
Los Angeles, CA 90046-2401

Maxine Adler
109 Los Patios
Los Gatos, CA 95032-1127

Maxine Adler
c/o US Trust/Bank of America and Patricia
150 E. Palmetto Park Road, Suite 200
Boca Raton, FL 33432-4831

McKinsey Master Retirement Trust
c/o Robin Keller, Esq.
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022-7222

Mosaic Capital Fund LLC
680 Fifth Ave, 8th Fl
New York, NY 10019-5429

Ocean Gate Capital Management, LP
5 Sewall Street
Marblehead, MA 01945-3396

Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130-1614

NEF

Palm Beach Finance Holdings, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 4200
Minneapolis, MN 55402-2223

Palm Beach Offshore II, Ltd.
Admiral Financial Center, 5th Floor
90 Fort Street, PO Box 32021
Grand Cayman KY-1208
Cayman Islands

Palm Beach Offshore, Ltd.
Anchorage Centre, 2nd Floor
PO Box 32021 SMB
Grand Cayman
Cayman Islands

Pemco Partners, LP
8 Lyman St, #204
Westborough, MA 01581-1487

Petters Company, Inc.
c/o Lindquist & Vennum, PLLP
80 South Eighth Street, Ste 4200
Minneapolis, MN 55402-2223

Quantum Family Office Group, LLC
6619 S Dixie Hwy #251
Miami, FL 33143-7919

Raymond Feldman
4644 Balboa Ave
Encino, CA 91316-4105

Raymond G. Feldman Family Ventures, L.P.
c/o John E. Page, Esquire
Shraiberg, Ferrara & Landau, P.A. NEF
2385 N.W. Executive Center Drive,
Boca Raton, Florida 33431-8510

Ronald R. Peterson
Jenner & Block LLP
353 North Clark St.
Chicago, IL 60654-5474

Ronald R. Peterson
c/ Wilkie Farr & Gallagher, LLP
Attn: Michael S. Schachter, Esq.
787 Seventh Ave
New York, NY 10019-6099

Ronald R. Peterson
c/o McDermott Will & Emery, LLP
Attn: Lazar P. Raynal, Esq.
227 West Monroe Street
Chicago, IL 60606-5096

SSR Capital Management LLC
4514 Cole Ave, #1000
Dallas, TX 75205-4177

SSR Capital Partners, LP
c/o R. James George, Jr., Esq. NEF
114 W. Seventh Street
Suite 1100
Austin, TX 78701-3015

Santa Barbara Investment Capital
2220 Santiago Rd
Santa Barbara, CA 93103-1752

Scotia Capital
The Bank of Nova Scotia
Global Alternative Asset Group
40 King St W, 68th FL
Toronto, Ontario M5W 2X6 Canada

Scott Schneider
c/o JamiScott LLC
15 West 53rd St #24-B
New York NY 10019-5401

Select Access Management
15 Valley Dr
Greenwich, CT 06831-5205

Sims Moss Kline & Davis, LLP
Three Ravinia Drive
Suite 1700
Atlanta, GA 30346-2133

Special Olympics
Northern California, Inc
Attn: Rebecca Thompson, General Counsel
3480 Buskirk Ave #340
Pleasant Hill, CA 94523-4382

Steven Feder
730 17th Street
Suite 550
Denver, CO 80202-3539

Strategic Stable Return Fund (ID), LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street NEF
Suite 1100
Austin, TX 78701-3015

Strategic Stable Return Fund II, LP
c/o J. James George, Jr., Esq.
114 W. Seventh Street NEF
Suite 1100
Austin, TX 78701-3015

Strategic Stable Return Fund, II, LP
c/o R. James George, Jr., Esq.
114 W. Seventh Street NEF
Suite 1100
Austin, TX 78701-3015

Table Mountain Capital, LLC
850 Quince Ave
Boulder, Co 80304-0746

Ted Goldsmith
3 Water Ln
Manhasset, NY 11030-1021

U.S. Bank Natl Assoc
c/o Richard G Wilson, Esq
90 S 7 St #3300
Minneapolis, MN 55402-4104

U.S. Trust and Patricia Scwab
Successor Trustees, TUA Maxine B Adler
POB 842056
Dallas, TX 75284-2056

UC Davis School of Veterinary Medicine
Office of the Dean - Development
One Shields Avenue
Davis, CA 95616-5270

Umbach Financial Group, LLC
525 South Flagler Drive, #100
West Palm Beach, FL 33401-5932

Zimmer Lucas Capital
535 Madison Ave, 6th Fl
New York, NY 10022-4287

Barry E Mukamal
KapilaMukamal LLP NEF
1 SE 3 Avenue Ste 2150
Box 158
Miami, FL 33131-1716

Patricia Schwab, Co-Trustee of the Maxine B
1511 NE 57 Ct
Ft Lauderdale, FL 33334-5976

Paul A Avron Esq.
2650 N. Military Trail # 240
Boca Raton, FL 33431-6346

NEF

Paul Steven Singerman Esq
1450 Brickell Ave #1900
Miami, FL 33131-3453

NEF

ADDITIONAL (ADDL)

James L. Volling, Esquire 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901	Pete L DeMahy, Esquire DeMahy Labrador et al. 150 Alhambra Circle Coral Gables, FL 33134
Debevoise & Plimpton LLP Attn: Edwin G. Schallert, Esquire 919 Third Avenue New York, NY 10022	Lionheart Insurance Fund Series Interests of the SALI Multi-Fund Series Fund, LP 6836 Austin Center Blvd. Ste 320 Austin, TX 78731
Ron Robertson, President Strategic Capital Group 7191 Wagner Way NW, Suite 302 Gig Harbor, WA 98335	Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-7346
Andrew P. O'Brien, Esquire U.S. Securities and Exchange Commission Chicago Regional Office 175 West Jackson Blvd., Suite 900 Chicago, IL 60604	Sean O'D. Bosack, Esquire Godfrey & Kahn 780 N. Water Street Milwaukee, WI 53202
John L. Kirtley, Esquire Godfrey & Kahn 780 N Water Street Milwaukee, WI 53202	Matia L. Kreiter, Esquire Godfrey & Kahn 780 N Water Street Milwaukee, WI 53202
Daniel N. Rosen, Esquire Parker Rose, LLC 888 Colwell Building 123 North Third Street Minneapolis, MN 55401	Citco Global Securities Services 2600 Airport Business Park Kinsale Road Co.Cork Ireland
Lane E. Roesch White & Case, LLP 200 S. Biscayne Blvd., Suite 4900 Miami, FL 33131	Monica Hanlet PO Box 321255 Palm Coast, FL 32135-1255
Michael R. Band, Esquire Band Law Firm 169 East Flagler Street, Suite 1200 Miami, FL 33131	Deutsche Bank (Cayman) Ltd c/o Deutsche International Trust Corporation Mauritius Limited Level 5 Altima Building, 56 Ebene Cybercity Mauritius