

1 John D. Fiero (CA Bar No. 136557)  
Kenneth H. Brown (CA Bar No. 100396)  
2 Miriam P. Khatiblou (CA Bar No. 178584)  
Teddy M. Kapur (CA Bar No. 242486)  
3 PACHULSKI STANG ZIEHL & JONES LLP  
150 California Street, 15th Floor  
4 San Francisco, California 94111-4500  
Telephone: 415/263-7000  
5 Facsimile: 415/263-7010

6 E-mail: jfiero@pszjlaw.com  
kbrown@pszjlaw.com  
7 mkhatiblou@pszjlaw.com  
tkapur@pszjlaw.com

8  
9 Attorneys for Heller Ehrman LLP,  
Debtor and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **SAN FRANCISCO DIVISION**

13 In re:

14 Heller Ehrman LLP,

15 Debtor.

Case No.: 08-32514

Chapter 11

[NO HEARING REQUESTED]

16  
17 **EX PARTE APPLICATION TO FILE UNDER SEAL CONFIDENTIAL AGREEMENT**  
18 **REGARDING FEES AND COSTS AND MUTUAL RELEASE IN CONNECTION WITH**  
19 **MOTION FOR APPROVAL OF COMPROMISE RELATING TO RETENTION OF**  
20 **ORRICK FIRM IN THE LRI MATTER**

21 [SUPPORTING CONFIDENTIAL DECLARATION OF JOHN D. FIERO SUBMITTED TO  
22 CHAMBERS SEPARATELY]  
23  
24  
25  
26  
27  
28

1 Pursuant to Civil Local Rule 79-5 (applicable to this proceeding pursuant to Bankruptcy  
2 Local Rule 1001-2(a)), Heller Ehrman, LLP, the debtor and debtor-in-possession in the above-  
3 captioned case (the “Debtor”), respectfully requests that the Court receive and file under seal the  
4 Confidential Agreement Regarding Fees and Costs and Mutual Release (the “Settlement  
5 Agreement”) among the Debtor, Resource Investments, Inc. and Land Recovery, Inc. (collectively,  
6 “LRI”), the Official Committee of Unsecured Creditors in this bankruptcy case (the “Committee”),  
7 Daniel Syrdal (“Syrdal”) and Orrick Herrington & Sutcliffe LLP (“Orrick”), which has been  
8 referenced in support of the Debtor’s Motion for Approval of Compromise Relating to Retention of  
9 Orrick Firm in the LRI Matter (“Motion for Approval of Compromise”). A copy of the Settlement  
10 Agreement has been submitted separately to Chambers. *See* Confidential Declaration Of John D.  
11 Fiero In Support Of Ex Parte Application To File Under Seal The Confidential Agreement  
12 Regarding Fees And Costs And Mutual Release (“Fiero Decl.”), Ex. A.

13 Each of the interested constituencies (the Debtor, the Committee, Orrick and Syrdal) support  
14 filing the Settlement Agreement under seal. LRI, which is the client to whom the Debtor owes  
15 fiduciary duties and which is not a party to these proceedings, insists that the Settlement Agreement  
16 remain confidential and not be disclosed because it contains confidential fee information. Although  
17 both the Debtor and the Committee participated in the arms-length and vigorous negotiations that  
18 preceded the compromise, the interested constituencies agree that it is appropriate for the Office of  
19 the United States Trustee (“UST”) to review and comment on the Settlement Agreement. Any such  
20 review, however, must be done subject to the confidentiality provisions applicable to documents  
21 filed under seal. It follows that, to give the UST sufficient time to review the Settlement Agreement,  
22 the sealing issue must be addressed on an immediate, ex parte basis, and as far in advance of the  
23 hearing on the Motion for Approval of Compromise as possible.

24 Thus, the Debtor seeks consideration of this Application on an immediate, ex parte basis due  
25 to the exigencies of the circumstances. The Debtor’s Motion for Approval of Compromise was filed  
26 on May 1, 2009, and the parties have requested that a hearing be scheduled in this matter on May 8,  
27 2009. Under these circumstances and given the above considerations, there is insufficient time to  
28 file a regularly noticed motion.

1 This application is based on the facts and law set forth herein, the Fiero Declaration  
2 submitted concurrently herewith, the Motion for Approval of Compromise and all declarations and  
3 other pleadings filed in connection therewith, the record of this case and any evidence presented at  
4 or prior to the hearing on this Motion. The Settlement Agreement contains privileged and  
5 confidential information relating to LRI's fee arrangements with counsel, disclosure of which would  
6 breach the Debtor's obligations to its client and prejudice the client in its pending lawsuit.

7 For all of the foregoing reasons, the Debtor respectfully requests that the Court grant this  
8 Application, and enter the accompanying [Proposed] Order Granting Ex Parte Application To File  
9 Under Seal the Confidential Agreement Regarding Fees and Costs and Mutual Release filed and  
10 served herewith.

11 Dated: May 5, 2009

PACHULSKI STANG ZIEHL & JONES LLP

12 By /s/ John D. Fiero

13 John D. Fiero  
14 Kenneth H. Brown  
15 Miriam P. Khatiblou  
16 Teddy M. Kapur  
17 Attorneys for Heller Ehrman LLP,  
18 Debtor and Debtor in Possession  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 John D. Fiero (CA Bar No. 136557)  
Kenneth H. Brown (CA Bar No. 100396)  
2 Miriam P. Khatiblou (CA Bar No. 178584)  
Teddy M. Kapur (CA Bar No. 242486)  
3 PACHULSKI STANG ZIEHL & JONES LLP  
150 California Street, 15th Floor  
4 San Francisco, California 94111-4500  
Telephone: 415/263-7000  
5 Facsimile: 415/263-7010

6 E-mail: jfiero@pszjlaw.com  
kbrown@pszjlaw.com  
7 mkhatiblou@pszjlaw.com  
tkapur@pszjlaw.com

8 Attorneys for Heller Ehrman LLP,  
9 Debtor and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **SAN FRANCISCO DIVISION**

13 In re:  
14 Heller Ehrman LLP,  
15 Debtor.

Case No.: 08-32514

Chapter 11

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF EX  
PARTE APPLICATION TO FILE  
UNDER SEAL CONFIDENTIAL  
AGREEMENT REGARDING FEES  
AND COSTS AND MUTUAL  
RELEASE**

[NO HEARING REQUESTED]

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2  
3 **INTRODUCTION**

4 The Confidential Agreement Regarding Fees and Costs and Mutual Release (the “Settlement  
5 Agreement”) at issue here not only resolves various disputes among the parties, but also constitutes a  
6 privileged and confidential written fee contract. *See* Confidential Declaration Of John D. Fiero In  
7 Support Of Ex Parte Application To File Under Seal The Confidential Agreement Regarding Fees  
8 And Costs And Mutual Release (“Fiero Decl.”), Ex. A. As such, it must be filed under seal to  
9 protect confidential client information and avoid prejudicing LRI in its pending lawsuit. Each of the  
10 interested constituencies—Heller Ehrman, LLP (the “Debtor”), Resource Investments, Inc. and Land  
11 Recovery, Inc. (collectively, “LRI”), the Official Committee of Unsecured Creditors in this  
12 bankruptcy case (the “Committee”), Daniel Syrdal (“Syrdal”) and Orrick Herrington & Sutcliffe  
13 LLP (“Orrick”)—support filing the Settlement Agreement under seal, and the estate stands to gain a  
14 significant benefit from the Agreement. LRI, which is the client to whom the Debtor owes fiduciary  
15 duties and which is not a party to these proceedings, insists that the Settlement Agreement remain  
16 confidential and not be disclosed because it contains confidential fee information.

17  
18 **FACTUAL AND PROCEDURAL BACKGROUND**

19 Prior to its Chapter 11 filing, the Debtor was a law firm with San Francisco roots dating back  
20 to 1890. Although the Debtor is no longer engaged in the practice of law, a substantial number of  
21 important bankruptcy-related tasks remain outstanding, including winding down the business,  
22 maximizing the value of the Debtor’s assets for the benefit of its creditors and equity interest holders  
23 and discharging the Debtor’s obligations to former clients.<sup>1</sup>

24 On May 14, 1998, the Debtor filed on behalf of LRI a regulatory takings complaint against  
25 the United States in the United States Court of Federal Claims, captioned Resource Investments, Inc.  
26 and Land Recovery, Inc. v. United States of America, No. 98-419L (the “Lawsuit”). The Lawsuit  
27

28 <sup>1</sup>All capitalized terms not defined herein are defined as stated in the Debtor’s Motion for Approval of Compromise  
Relating to Retention of Orrick Firm in the LRI Matter.

1 seeks “just compensation” under the Fifth Amendment to the United States Constitution for a  
2 regulatory taking by the U.S. Army Corps of Engineers of all use of the 304th Street landfill site  
3 formerly owned by LRI. Declaration of Jonathan Hayden Filed In Support Of Motion For Approval  
4 Of Compromise Relating To Retention Of Orrick Firm In The LRI Matter (“Hayden Decl.”) ¶2.

5 Srydal and Jonathan Palmer (“Palmer”), former shareholders of the Debtor, were actively  
6 involved in the representation of LRI in connection with the Lawsuit. After the Debtor’s dissolution,  
7 Palmer became a partner of Orrick. Orrick, including Palmer, and Srydal (as a lawyer under contract  
8 with Orrick) are LRI’s choice of successor counsel to represent LRI in the Lawsuit. *Id.* at ¶8.

9 The Settlement Agreement concerns the Debtor’s and successor counsel’s representation of  
10 LRI. An actual dispute has arisen between the parties regarding the successor representation of LRI  
11 in connection with the pending Lawsuit. While the Debtor may be entitled to a contingent interest in  
12 recoveries in the Lawsuit, the amount of which is unknown at this time, it has an ethical obligation to  
13 ensure that LRI’s legal representation in the Lawsuit continues and is effective, including the  
14 preservation of confidential information. Thus, if the Debtor, LRI, the Committee, Daniel Srydal  
15 and Orrick are unable to reach an agreement regarding their contingent rights to any recovery in the  
16 Lawsuit, Orrick will not agree to represent LRI, which could leave LRI without legal representation  
17 at a critical time, and potentially result in claims against the Debtor. *Id.* at ¶11.

18 Accordingly, the parties have conducted their own respective investigations and subsequently  
19 engaged in significant settlement discussions. Based on those discussions, and each relying on their  
20 own investigation and analysis, and the advice of their own counsel, the parties have agreed to enter  
21 into the Settlement Agreement subject to the Court’s approval of the agreement on or about May 8,  
22 2009.

23 The Settlement Agreement includes the following salient terms:

- 24
- 25 • Orrick shall pursue the Lawsuit as counsel to LRI;
  - 26 • If LRI prevails in the Lawsuit, whether by settlement, judgment or any other payment by  
27 or on account of the defendant in the Lawsuit, LRI shall compensate Orrick, Srydal and  
28 the Debtor in amounts to be determined based on the dollar amount of such recoveries  
and in accordance with the payment scheme contemplated in the Settlement Agreement;
  - LRI, the Debtor and the Committee shall enter into a mutual release of any and all  
existing claims among them; and

- The Debtor shall release Syrdal and Orrick from any and all existing claims related to the Lawsuit, the 2005 Contingency Fee Agreement, the 2007 Employment Agreement and Release, the 2007 Modification Agreement, the events occasioned by the Debtor's dissolution and pending bankruptcy, and specifically claims under the California case, *Jewel v. Boxer*.

During the time between October 1, 2005 and the Date of Dissolution, the value of the Debtor's recorded time on the LRI matter was approximately \$1.58 million. Hayden Decl. ¶5. Under the Settlement Agreement, the Debtor could obtain a recovery of more than double its investment. *See* Fiero Decl., Ex. A. at ¶¶1-4. If the Settlement Agreement is not approved, the Debtor risks recovering nothing.

## ARGUMENT

### I.

#### **THE BANKRUPTCY CODE DOES NOT RECOGNIZE AN ABSOLUTE RIGHT OF PUBLIC ACCESS TO COURT RECORDS AND ALLOWS CONFIDENTIAL INFORMATION TO BE SUBMITTED UNDER SEAL.**

All interested parties, including the Debtor, the Committee, LRI, Syrdal and Orrick, are parties to and therefore have access to the Settlement Agreement. Each of these interested constituencies support filing the Settlement Agreement under seal. LRI, which is the client to whom the Debtor owes fiduciary duties and which is not a party to these proceedings, insists that the Settlement Agreement remain confidential and not be disclosed because it contains confidential fee information.

Consequently, the only basis for denying the Debtor's application would be the presumption of public access to court records. *See, e.g., Nixon v. Warner Communications Inc.*, 435 U.S. 589, 597-98 (1978). The right of the public, however, is not without limitation. *See, e.g.,* 11 U.S.C. §107 (providing grounds for protection of confidential information); Bankruptcy Rule 9018 (same); Local Civil Rule 79-5 (providing that information that is "privileged or protectable as a trade secret or otherwise entitled to protection under the law" may be filed under seal). While Section 107 sets forth specific categories of sealable information, the Court has discretion to limit access to

1 confidential information even outside the strictures of Section 107. *See In re The Bennett Funding*  
2 *Group, Inc.*, 226 B.R. 331, 336 (Bankr. N.D.N.Y 1998).

4 **II.**

5 **SUBMISSION OF THE SETTLEMENT AGREEMENT UNDER SEAL**  
6 **IS PERMISSIBLE AND APPROPRIATE.**

7 In this District, filing of documents under seal is permissible where the request demonstrates  
8 that the document to be filed under seal is “privileged or protectable as a trade secret or otherwise  
9 entitled to protection under the law.” N.D. Cal. Local Rule 79-5(a) (applicable to this proceeding  
10 pursuant to Bankruptcy Local Rule 1001-2(a)). To determine whether a document or information  
11 should be filed under seal, the Court must examine the relevant facts and circumstances and balance  
12 the interests of the party opposing disclosure with that of the public. *See In re The Bennett Funding*  
13 *Group, Inc.*, 226 B.R. at 336.

14 Here, the Settlement Agreement must be filed under seal because it not only resolves the  
15 parties’ dispute concerning the allocation of fees from the LRI matter, but also constitutes a written  
16 fee contract between LRI and its counsel. As such, it is privileged and confidential.

17 The factual circumstances presented here are the opposite of where the debtor employs a law  
18 firm. Here, the debtor *is* the law firm, with fiduciary duties in connection with the provision of  
19 services to a third party not before this Court. Accordingly, the Court should be guided by relevant  
20 provisions of California law that establish fiduciary duties between, in this case, the Debtor-law firm  
21 and its client.  
22

23 Under California law, an attorney has an obligation “[t]o maintain inviolate the confidence,  
24 and at every peril to himself or herself to preserve the secrets, of his or her client.” Cal. Bus. & Prof.  
25 Code §6068(e)(1). In addition, a “confidential communication between client and lawyer” is  
26 privileged under the California Evidence Code. Cal. Evid. Code §§952, 954. As a matter of law, a  
27  
28

1 “written fee contract,” such as the Settlement Agreement, “shall be deemed to be a confidential  
2 communication within the meaning of subdivision (e) of Section 6068 and of Section 952 of the  
3 Evidence Code.” Cal. Bus. & Prof. Code §6149. Therefore, the Settlement Agreement is privileged  
4 and confidential. Its submission under seal is required by California law. Failure to do so would  
5 constitute a violation of the Debtor’s fiduciary duties to its client.  
6

7 In addition, disclosure of the Settlement Agreement could potentially prejudice LRI in the  
8 ongoing Lawsuit. As a matter of common sense, the economic arrangements between a party and its  
9 attorney are confidential, and disclosure of such arrangements would put any party at an immediate  
10 disadvantage vis-à-vis its adversaries. If it knew the fee arrangements, the defendant in the Lawsuit  
11 could seek to take advantage of LRI in settlement negotiations or could try to drive a wedge between  
12 LRI and its counsel. LRI is not a party to the above-captioned bankruptcy proceeding, but its  
13 privileged communications with its counsel and confidential information concerning its legal fees  
14 have been put at issue to ensure the estate’s interests are served.  
15

16 In sum, the Settlement Agreement is privileged and confidential under California law, and its  
17 disclosure would violate the Debtor’s fiduciary duties to its client, as well as potentially  
18 disadvantage the client in its ongoing lawsuit. Under these circumstances, the presumption of public  
19 access to court records must yield to the parties’ overriding need for confidentiality.  
20

### 21 III.

22 **THIS COURT WILL HAVE ALL PERTINENT INFORMATION AT ITS DISPOSAL AND**  
23 **THIS REQUEST IS NARROWLY TAILORED TO ACCOMPLISH ITS STATED GOALS.**

24 Submission of the Settlement Agreement under seal will not impair the ability of this Court  
25 to fully evaluate the Debtor’s Motion for Approval of Compromise Relating to Retention of Orrick  
26 Firm in the LRI Matter (“Motion for Approval of Compromise”). Although the Debtor requests that  
27 the Settlement Agreement be filed under seal, that document will be fully available to the Court and  
28

1 the interested parties, i.e., the client, the client's prior and successor counsel, the Debtor and the  
2 Committee, who are each a party to the Agreement. In addition, while both the Debtor and the  
3 Committee participated in the arms-length and vigorous negotiations that preceded the compromise,  
4 the interested constituencies agree that it is appropriate for the Office of the United States Trustee  
5 ("UST") to review and comment on the Settlement Agreement. Any such review, however, must be  
6 done subject to the confidentiality provisions applicable to documents filed under seal. It follows  
7 that, to give the UST sufficient time to review the Settlement Agreement, the sealing issue must be  
8 addressed on an immediate, ex parte basis, and as far in advance of the hearing on the Motion for  
9 Approval of Compromise as possible.  
10

11 The Debtor's request is narrowly tailored to protect the estate's legal obligation to maintain  
12 inviolate confidential client information, as well as a legitimate interest in ensuring that its client will  
13 not be disadvantaged in the ongoing Lawsuit.  
14

### 15 CONCLUSION

16 For the foregoing reasons, the Debtor respectfully requests that this Court grant its  
17 application to file the Confidential Agreement Regarding Fees and Costs and Mutual Release under  
18 seal.  
19

20 Dated: May 5, 2009

PACHULSKI STANG ZIEHL & JONES LLP

21 By /s/ John D. Fiero

22 John D. Fiero  
23 Kenneth H. Brown  
24 Miriam P. Khatiblou  
25 Teddy M. Kapur  
26 Attorneys for Heller Ehrman LLP,  
27 Debtor and Debtor in Possession  
28

1 John D. Fiero (CA Bar No. 136557)  
Kenneth H. Brown (CA Bar No. 100396)  
2 Miriam P. Khatiblou (CA Bar No. 178584)  
Teddy M. Kapur (CA Bar No. 242486)  
3 PACHULSKI STANG ZIEHL & JONES LLP  
150 California Street, 15th Floor  
4 San Francisco, California 94111-4500  
Telephone: 415/263-7000  
5 Facsimile: 415/263-7010  
6 E-mail: jfiero@pszjlaw.com  
kbrown@pszjlaw.com  
7 mkhatiblou@pszjlaw.com  
tkapur@pszjlaw.com

8 Attorneys for Heller Ehrman LLP,  
9 Debtor and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **SAN FRANCISCO DIVISION**

13 In re:  
14 Heller Ehrman LLP,  
15 Debtor.

Case No.: 08-32514

Chapter 11

**DECLARATION OF JOHN D. FIERO  
IN SUPPORT OF EX PARTE  
APPLICATION TO FILE UNDER  
SEAL CONFIDENTIAL AGREEMENT  
REGARDING FEES AND COSTS AND  
MUTUAL RELEASE**

[NO HEARING REQUESTED]

16 I, John D. Fiero, declare:

17 1. I am an attorney, duly licensed to practice law before courts of the State of California  
18 and admitted to practice before this Court, and I am a partner in the law firm of Pachulski Stang  
19 Ziehl & Jones LLP, counsel for Heller Ehrman LLP in this matter. I have personal knowledge of the  
20 facts set forth in this declaration and if called to testify thereto, I could and would competently do so.

21 2. Attached hereto as Exhibit A is a true and correct copy of the Confidential Agreement  
22 Regarding Fees and Costs and Mutual Release (the "Settlement Agreement").

23 I declare under penalty of perjury that the foregoing is true and correct and that this  
24 declaration was executed this 5th day of May, 2009 at San Francisco, California.  
25  
26  
27  
28

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

/s/ John D. Fiero  
John D. Fiero

1 John D. Fiero (CA Bar No. 136557)  
Kenneth H. Brown (CA Bar No. 100396)  
2 Miriam P. Khatiblou (CA Bar No. 178584)  
Teddy M. Kapur (CA Bar No. 242486)  
3 PACHULSKI STANG ZIEHL & JONES LLP  
150 California Street, 15th Floor  
4 San Francisco, California 94111-4500  
Telephone: 415/263-7000  
5 Facsimile: 415/263-7010

6 E-mail: jfiero@pszjlaw.com  
kbrown@pszjlaw.com  
7 mkhatiblou@pszjlaw.com  
tkapur@pszjlaw.com

8  
9 Attorneys for Heller Ehrman LLP,  
Debtor and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **SAN FRANCISCO DIVISION**

13 In re:

14 Heller Ehrman LLP,

15 Debtor.

Case No.: 08-32514

Chapter 11

**CERTIFICATE OF SERVICE**

**PROOF OF SERVICE**

STATE OF CALIFORNIA        )  
  )  
CITY OF SAN FRANCISCO     )

I, Liset Alvarado, am employed in the city and county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 150 California Street, 15th Floor, San Francisco, California 94111-4500.

On May 5, 2009, I caused to be served the

1. **EX PARTE APPLICATION TO FILE UNDER SEAL CONFIDENTIAL AGREEMENT REGARDING FEES AND COSTS AND MUTUAL RELEASE IN CONNECTION WITH MOTION FOR APPROVAL OF COMPROMISE RELATING TO RETENTION OF ORRICK FIRM IN THE LRI MATTER;**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF EX PARTE APPLICATION TO FILE UNDER SEAL CONFIDENTIAL AGREEMENT REGARDING FEES AND COSTS AND MUTUAL RELEASE;**
3. **DECLARATION OF JOHN D. FIERO IN SUPPORT OF EX PARTE APPLICATION TO FILE UNDER SEAL CONFIDENTIAL AGREEMENT REGARDING FEES AND COSTS AND MUTUAL RELEASE;**
4. **[PROPOSED] ORDER GRANTING EX PARTE APPLICATION TO FILE UNDER SEAL CONFIDENTIAL AGREEMENT REGARDING FEES AND COSTS AND MUTUAL RELEASE;**

in this action by placing a true and correct copy of said document(s) in sealed envelopes addressed as follows:

*Please see attached Service List*

- (BY EMAIL) I caused to be served the above-described document by email to the parties indicated on the attached service list at the indicated email address.
- (BY OVERNIGHT DELIVERY) By sending by FEDEX to the addressee(s) as indicated on the attached list.

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

Executed on May 5, 2009, at San Francisco, California.

\_\_\_\_\_  
*/s/ Liset Alvarado*  
Liset Alvarado, Legal Assistant

**SERVICE LIST**

1			
2			
3	<b>United States Trustee</b>	<b>Counsel to BofA</b>	<b>Counsel to Citibank, N.A.</b>
4	Donna S. Tamanaha, Assistant U.S. Trustee	David Minnick, Esq.	Larry Peitzman, Esq.
5	235 Pine Street, Suite 700 San Francisco, CA 94104	Leo Crowley, Esq. Pillsbury Winthrop Shaw Pittman LLP	Louis E. Kempinsky, Esq. Peitzman, Weg & Kempinsky LLP
6	<b>Donna.S.Tamanaha@usdoj.gov</b>	50 Fremont Street San Francisco, CA 94105-2228	10100 Santa Monica Blvd., Suite 1450 Los Angeles, CA 90067
7		<b>Tdminnick@pillsburylaw.com</b>	<b>lpeitzman@pwkllp.com</b>
8		<b>Leo.crowley@pillsburylaw.com</b>	<b>lkempinsky@pwkllp.com</b>
9	<b>Counsel to Committee of Unsecured Creditors</b>		<b>RSN</b>
10	Steven H. Felderstein, Esq.		
11	Thomas A. Willoughby, Esq.		
12	Felderstein Fitzgerald Willoughby & Pascuzzi, LLP		
13	400 Capitol Mall, Suite 1450 Sacramento, CA 95814		
14	<b>sfelderstein@ffwplaw.com</b>		
15	<b>twilloughby@ffwplaw.com</b>		
16	<b>RSN</b>		
17	<b>COMMITTEE OF UNSECURED CREDITORS</b>		
18	<b>Counsel for 333 Bush Associates</b>	<b>Counsel for 333 Bush Associates</b>	<b>Counsel for MEPT St. Matthews LLC</b>
19	Michael P. Brody, Esq.	Paul E. Paradis	Bennett Williams
20	Darlene Haun, Esq.	101 California Street, Suite 1000	1215 4th Avenue, Suite 2400
21	Ellman Burke Hoffman & Johnson	San Francisco, CA 94111	Seattle, WA 98161
22	601 California Street, 19 <sup>th</sup> Floor	<b>paul_paradis@hines.com</b>	<b>bennettw@kennedyusa.com</b>
23	San Francisco, CA 94108		
24	<b>mbrody@ellman-burke.com</b>		
25	<b>dhaun@ellman-burke.com</b>		
26	<b>Counsel for Williams Lea, Inc.</b>	Alfred D. Moore	<b>Consel for Guckenheimer Enterprises, Inc.</b>
27	Deena Williamson	6340 Chelton Drive	William R. Pope
28	1400 K Street NW, Suite 800	Oakland, CA 94611	Three Lagoon Drive, Suite 325
	Washington, DC 20005	<b>dacerc@sbcglobal.net</b>	Redwood Shores, CA 94065
	<b>deena.williamson@williamslea.com</b>	<b>RSN</b>	<b>bpope@guckenheimer.com</b>

PARTIES REQUESTING SPECIAL NOTICE		
<p><b>Counsel for AFCO Acceptance Corporation</b> David I. Katzen, CSB # 79090 David A. Schuricht, CSB # 62690 KATZEN &amp; SCHURICHT 1981 N. Broadway, Suite 340 Walnut Creek, CA 94596-8218 <b>katzen@ksfirm.com</b> <b>schuricht@ksfirm.com</b></p>	<p><b>Counsel for The Seaport Group LLC</b> Scott Friedberg The Seaport Group, LLC 360 Madison Avenue, 22<sup>nd</sup> Floor New York, NY 10017  <b>Sfriedberg@Theseaportgroup.com</b></p>	<p><b>Counsel for Columbia Center Property LLC and 333 South Hope Co., LLC</b> Vincent M. Coscino, Esq. Michael S. Greger, Esq. Allen Matkins Leck Gamble Mallory &amp; Natsis LLP 1990 Main Street, Fifth Floor Irvine, CA 92614-7321 <b>vcoscino@allenmatkins.com</b> <b>mgreger@allenmatkins.com</b></p>
<p><b>Counsel for Schiff Hardin LLP</b> Jeffrey V. Commisso, Esq. Schiff Hardin LLP One Market, Spear Street Tower 32<sup>nd</sup> Floor San Francisco, CA 94105 <b>jcommisso@schiffhardin.com</b></p>	<p><b>Counsel for Schiff Hardin LLP</b> Jason M. Torf, Esq. Schiff Hardin LLP 6600 Sears Tower Chicago, IL 60606-6473 <b>jtorf@schiffhardin.com</b></p>	<p><b>Counsel for A2D, LP</b> Michael S. Kogan, Esq. Ervin, Cohen &amp; Jessup LLP 9401 Wilshire Boulevard, 9<sup>th</sup> Floor Beverly Hills, CA 90212  <b>mkogan@ecjlaw.com</b></p>
<p><b>VIA FEDEX</b>  <b>Counsel to State of Washington, Dept. of Revenue</b> Zachary Mosner, Esq. Assistant Attorney General Bankruptcy &amp; Collections Unit 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188</p>	<p><b>Counsel to 1620 K Street Associates Limited Partnership, A District of Columbia limited partnership</b> Edward J. Tredinnick, Esq. Greene Radovsky Maloney Share &amp; Hennigh LLP Fourt Embarcadero Center, Suite 4000 San Francisco, CA 94111-4106 <b>etredinnick@greeneradovsky.com</b></p>	<p><b>Counsel to Pension Benefit Guaranty Corporation</b> Marc S. Pfeuffer, Esq. Office of the Chief Counsel Pension Benefit Guaranty Corporation 1200 K Street, N.W. Washington, DC 20005-4026 <b>pfeuffer.marc@pbgc.gov</b> <b>efile@pbgc.gov</b></p>
<p><b>Counsel to 4350 La Jolla Village LLC</b> Dean P. Sperling, Esq. Law Offices of Dean P. Sperling 201 East Sandpointe, Suite 220 Santa Ana, CA 92707-57425 <b>Dean@sperlinglaw.com</b></p>	<p><b>Counsel for the Vested Reirees</b> Michael St. James, Esq. St. James Law 155 Montgomery Street, Suite 1004 San Francisco, CA 94104 <b>ecf@stjames-law.com</b></p>	<p><b>In-House Counsel fo CB Richard Ellis, Inc.</b> Laurie Gomez, Esq. Senior Counsel – Litigation CB Richard Ellis, Inc. 200 Park Avenue New York, NY 10166 <b>laurie.gomez@cbre.com</b></p>
<p><b>Consel to Creditors Darryl L. Snider and John S. Skilton</b> Maria K. Pum, Esq. Henderson, Caverly, Pum &amp; Charney LLP P.O. Box 9144 16236 San Dieguito Rd., Suite 4-13 Rancho Santa Fe, CA 92067-9144 <b>mpum@hcesq.com</b></p>	<p><b>Counsel for Adworks, Inc.</b> Howard Ross, Esq. Shulman, Rogers, Gandal, Porody &amp; Ecker, P.A. 11921 Rockville Pike, Suite 300 Rockville, MD 20852  F: 301-230-2891 <b>hross@srgpe.com</b></p>	<p><b>Counsel for Robert G. Badal and Nancy Sher Cohen</b> David A. Gill, Esq. Richard K. Diamond, Esq. Danning, Gill, Diamond &amp; Kollitz, LLP 2029 Century Park East, Third Floor Los Angeles, CA 90067 <b>dgill@dgdk.com</b> <b>rdiamond@dgdk.com</b></p>
<p>Robert G. Badal, Esq. WilmerHale, LLP 350 S. Grand Avenue, Suite 2100 Los Angeles, CA 90071 <b>robert.badal@wilmerhale.com</b></p>	<p>Nancy Sher Cohen, Esq. Proskauer Rose, LLP 2049 Century Park East, Suite 3200 Los Angeles, CA 90067 <b>ncohen@proskauer.com</b></p>	<p>Vicky Namken IBM Corporation 13800 Diplomat Dr. Dallas, TX 75234 <b>vnamken@us.ibm.com</b></p>

1	<b>Counsel to Constellation NewEnergy, Inc.</b>	<b>Counsel to Constellation NewEnergy, Inc.</b>	Paul Sugarman
2	Bruce J. Ruzinsky, Esq.	Heather M. Forrest, Esq.	1200 Sunnyhills Road
3	D. Elaine Conway, Esq.	JACKSON WALKER L.L.P.	Oakland, CA 94610
4	JACKSON WALKER L.L.P.	901 Main Street, Suite 6000	<b>sugars5@pacbell.net</b>
5	1401 McKinney Street, Suite 1900	Dallas, TX 75202	
6	Houston, Texas 77010	<b>hforrest@jw.com</b>	
7	<b>bruzinsky@jw.com</b>		
8	<b>econway@jw.com</b>		
9	Christine R. Etheridge	<b>Counsel to Hewlett-Packard Company</b>	Mr. Ken Higman
10	IKON Financial Services	Ms. Anne Marie Kennelly, Esq.	Sr. Default & Recovery Analyst
11	Bankruptcy Administration	Corporate Counsel	Hewlett-Packard Company
12	1738 Bass Road	3000 Hanover St., M/S 1050	2125 E. Katella Ave., Suite 400
13	P.O. Box 13708	Palo Alto, CA 94304	Anaheim, CA 92806
14	Macon, GA 31208-3708	<b>anne.kennelly@hp.com</b>	<b>ken.higman@hp.com</b>
15	<b>christine.etheridge@ikonfin.com</b>		
16	Aseem S. Gupta	<b>Counsel for Iron Mountain Information Management, Inc.</b>	Alan D. Smith
17	3340 23 <sup>rd</sup> Street	Frank F. McGinn, Esq.	Perkins Coie LLP
18	San Francisco, CA 94110	Bartlet Hackett Feinberg P.C.	1201 Third Avenue, 48 <sup>th</sup> Floor
19	<b>aseemsgupta@gmail.com</b>	155 Federal Street, 9 <sup>th</sup> Floor	Seattle, WA 98101-3099
20		Boston, MA 02110	<b>ADSmith@perkinscoie.com</b>
21		<b>ffm@bostonbusinesslaw.com</b>	
22	<b>Counsel for Oracle USA, Inc. and Oracle Credit Corporation</b>	<b>Counsel for Creditor Paravue, Inc.</b>	<b>Counsel for Creditor Paravue, Inc.</b>
23	Shawn M. Christianson, Esq.	Scott H. McNutt	William Gwire
24	Buchalter, Nemer, A Professional Corporation	McNUTT LAW GROUP LLP	Ujvala Singh
25	333 Market Street, 25 <sup>th</sup> Floor	188 The Embarcadero, Suite 800	GWIRE LAW OFFICES
26	San Francisco, CA 94105-2126	San Francisco, CA 94105	455 Market Street, Suite 2220
27	<b>schristianson@buchalter.com</b>	Email: <b>smcnutt@ml-sf.com</b>	San Francisco, CA 94105
28			Email: <b>gwire@gwirelaw.com</b>
			<b>singh@gwirelaw.com</b>
29	Ivan L. Kallick	Monte M. Lemann	<b>Counsel for Wham-O, Creditor</b>
30	MANATT, PHELPS & PHILLIPS, LLP	MANATT, PHELPS & PHILLIPS, LLP	Chris D. Kuhner, Esq.
31	11355 West Olympic Boulevard	11355 West Olympic Boulevard	KORNFIELD, NYBERG, BENDES & KUHNER PC
32	Los Angeles, California 90064	Los Angeles, California 90064	1999 Harrison Street, Ste. 2675
33	<b>ikallick@manatt.com</b>	<b>mlemann@manatt.com</b>	Oakland, California 94612
34			<b>C.Kuhner@Kornfieldlaw.com</b>
35	Orrick Herrington & Sutcliffe LLP	<b>VIA FEDEX</b>	<b>VIA FEDEX</b>
36	c/o Jonathan Palmer	Daniel Syrdal	Resource Investments, Inc. and Land Recovery, Inc.
37	701 5th Avenue	701 Fifth Avenue, Suite 6100	Attn: Officer, Managing or General Partner
38	Suite 5700	Seattle, WA 98104-7098	17925 Meridian Street East
39	Seattle, WA 98104-7097		Puyallup, WA 98375
40	<b>jmpalmer@orrick.com</b>		