

1 Craig G. Margulies, Esq. (SBN 185925)
Ian S. Landsberg, Esq. (SBN 137431)
2 **LANDSBERG MARGULIES LLP**
16030 Ventura Boulevard, Suite 470
3 Encino, California 91436
Telephone: (818) 705-2777
4 Facsimile: (818) 705-3777
Email: cmargulies@lm-lawyers.com
5 ilandsberg@lm-lawyers.com

6 Counsel for Official Committee of Unsecured Creditors

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re)
ESTYLE, INC., a Delaware corporation, dba)
babystyle, Cadeau, and Cadeau Designs,)
Debtor.)

Case No. LA 08-13518 SB
Chapter 11
**STIPULATION BETWEEN DEBTOR IN
POSSESSION, OFFICIAL UNSECURED
CREDITORS' COMMITTEE, AND "BRIDGE
LENDERS", OAK INVESTMENT PARTNERS, IX,
OAK IX AFFILIATES FUND, OAK IX
AFFILIATES FUND-A, GRP II, L.P., GRP II
PARTNERS, L.P., AND GRP II INVESTORS, L.P.
REGARDING ANCILLARY ISSUES RELATED
TO SALE APPROVAL MOTION**

Hearing:
Date: July 8, 2008
Time: 2:00 p.m.
Place: U.S. Bankruptcy Court
Courtroom 1575
255 East Temple Street
Los Angeles, CA 90012

1 This Stipulation is entered into, by and between, the eStyle, Inc., a Delaware corporation, and debtor
2 and debtor-in-possession in the above-captioned Chapter 11 Bankruptcy Case (the "Debtor"), the official
3 committee of unsecured creditors appointed in this case (the "Committee"), and Oak Investment Partners, IX,
4 Limited Partnership, a Delaware limited Partnership, Oak IX Affiliates Fund, Limited Partnership, a Delaware
5 limited partnership, and Oak IX Affiliates Fund-A, Limited Partnership, a Delaware limited partnership
6 (collectively, the "Oak Entities"), GRP II, L.P., a Delaware limited partnership, GRP II Partners, L.P., a
7 Delaware limited partnership, and GRP II Investors, L.P, a Delaware limited partnership (collectively the "GRP
8 Entities"). The Oak Entities and GRP Entities are sometimes collectively referred to herein as the "Bridge
9 Lenders".¹ The Stipulation is entered into with respect to the following facts:

10 I.

11 **RECITALS**

12 A. The Debtor commenced its bankruptcy case (the "Bankruptcy Case") by filing a voluntary
13 petition under Chapter 11 of the U.S.C. § 101 et seq. (the "Bankruptcy Code") on March 20, 2008 (the
14 "Petition Date"). The Debtor is operating its business and managing its financial affairs as a debtor in
15 possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

16 B. The Bridge Lenders assert a claim against the Debtor based upon the following:

17 1. On or about November 21, 2007, the Debtor executed a "Secured Convertible
18 Promissory Note" in favor of the GRP Entities, pursuant to which the GRP Entities loaned the Debtor
19 \$1,000,000 (hereinafter the "GRP Entities Note");

20 2. On or about November 21, 2007, the Debtor executed a "Secured Convertible
21 Promissory Note" in favor of the Oak Entities, pursuant to which the Oak Entities Loaned the Debtor
22 \$1,000,000 (hereinafter the "Oak Entities Note");

23 3. On or about November 21, 2007, the Debtor, the GRP Entities and the Oak Entities
24 executed a Secured Convertible Promissory Note Purchase Agreement, pursuant to which the Debtor agreed
25

26 ¹ The use of the term "Bridge Lenders" is merely for ease of reference, and does not constitute the
27 Committee or the Debtor's consent or acknowledgment of any alleged claim of the Bridge Lenders at this
28 time. The Committee and Debtor hereby reserve any and all rights and claims to dispute and object to the
Bridge Lenders' alleged claims as to amount, priority or any other aspect of the alleged claims.

1 to sell the GRP Entities Note and the Oak Entities Note to each respective lender for the purchase price equal
2 to the face value of each note;

3 4. The Oak Entities Note and the GRP Entities Note were secured by a security interest in
4 all of the Debtor's assets. The secured claims of the GRP Entities and the Oak Entities are of equal priority;

5 5. On or about November 21, 2007, the Debtor, the GRP Entities, and Wachovia Capital
6 Finance Corporation (Western) (hereinafter "Wachovia") entered into a Subordination Agreement whereby it
7 was agreed that the claims and security interests of the GRP Entities would be subordinate in priority to
8 Wachovia's secured claims and first priority security interests in the Debtor's assets; and

9 6. On or about November 21, 2007, the Debtor, the Oak Entities, and Wachovia entered
10 into a Subordination Agreement whereby it was agreed that the claims and security interests of the Oak
11 Entities would be subordinate in priority to Wachovia's secured claims and first priority security interests in the
12 Debtor's assets.

13 C. The Committee is currently reviewing all of the facts and circumstances, including documents
14 related thereto, surrounding the Bridge Lenders' alleged claims as summarized above in paragraphs B1
15 through and including B6.

16 D. Pursuant to that certain "Stipulation Between Debtor in Possession, Official Unsecured
17 Creditors' Committee, And "Bridge Lenders, Oak Investment Partners, IX, Oak IX Affiliates Fund, Oak IX
18 Affiliates Fund – A, GRP II, L.P., GRP II Partners, L.P., And GRP II Investors, L.P. Regarding Use of Cash
19 Collateral", approved by order of the Bankruptcy Court entered on May 9, 2008 (the "Cash Collateral
20 Stipulation"), the Committee has 180 days from May 9, 2008 (i.e., until November 5, 2008) to review, conduct
21 its due diligence and provide written notice to Bridge Lenders of the Committee's objection or claim against
22 the Bridge Lenders' alleged claims in the Debtor's bankruptcy estate.

23 E. The Committee is currently unaware of the actual payoff figures for the Bridge Lenders'
24 respective claims, including, if any, all detailed charges in addition to the alleged \$2.0 million dollar loans (the
25 "Claimed Payoff Amounts"), and has requested said information and supporting documents from the Bridge
26 Lenders.

27 F. Currently, there is a pending "Motion for Order Authorizing and Approving: (1) the Sale of
28 Assets of eStyle, Inc., Free and Clear of Liens, and (2) the Assumption and Assignment of Unexpired

1 Nonresidential Real Property Leases and Executory Contracts in Connection Therewith" (the "Sale Approval
2 Motion"), filed by the Debtor and set for hearing before this Court for July 8, 2008, at 2:00 p.m.

3 G. The Notice of the Sale Approval Motion (including the Sale Approval Motion itself) provides
4 as follows:

- 5 1. That all Debtor's secured debt will be satisfied in full from the proceeds of the sale; and
- 6 2. That the Debtor preserves claims and defenses (but omits the Committee's preserved
7 claims and defenses).

8 H. This Stipulation seeks to resolve various issues surrounding the above two clauses as
9 provided in paragraph F above, including any ambiguities and limited objections that the Committee may have
10 to the Sale Approval Motion.

11 I. Nothing within this Stipulation shall be construed as a complete recitation of the facts of this
12 matter nor a waiver or relinquishment of any of the Committee's rights, remedies, or claims against the Bridge
13 Lenders, all of which are hereby expressly reserved.

14 II.

15 STIPULATION

16 NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter
17 contained, the Debtor, the Committee and the Bridge Lenders hereby stipulate and agree as follows:

18 1. Incorporation of Recitals. The foregoing recitals in Paragraphs A through I, inclusive, are
19 incorporated herein in full as part of this Stipulation. The parties to this Stipulation agree that the matters set
20 forth therein, taking into consideration the reservation of rights, etc. as provided, are true and correct.

21 2. Payment on Bridge Lenders' Alleged Claims. There shall be no payment or turnover of
22 any sale proceeds from the Debtor's sale of assets under the Sale Approval Motion on any of the Bridge
23 Lenders' alleged claims until after one of the following events:

- 24 a. the Committee and the Debtor (by and through their respective counsel)
25 each assert in writing that they have completed their respective due diligence
26 with respect to the Bridge Lenders' various alleged loan transactions and
27 alleged secured claims, agree with the Claimed Payoff Amounts, AND
28

1 decided not to assert and file any claims against the Bridge Lenders' alleged
2 claims;

3 b. the Bridge Lenders, the Committee, the Debtor and any other interested
4 parties reach an agreement in writing to resolve any and all of the Bridge
5 Lenders' alleged secured claims, and said written agreement is approved by
6 a final, non-appealable order entered by this Bankruptcy Court; or

7 c. November 5, 2008 has past AND the Committee has not provided written
8 notice to Bridge Lenders as required pursuant to paragraph 3 of the Cash
9 Collateral Stipulation.

10 3. Sale Proceeds. The Debtor shall retain the amount of \$2.0 million, plus interest and
11 charges through the closing of the sale of the Debtors' assets ("Escrow Funds"), from the sale proceeds from
12 the sale of the Debtor's assets (assuming said sale closes under the terms proposed in the Sale Approval
13 Motion) in a segregated, interest bearing account ("Escrow Account"). The Escrow Funds shall remain in the
14 Escrow Account, and shall not be paid to the Bridge Lenders until one of the events in paragraph 2 above has
15 occurred, or, if the Committee has provided written notice pursuant to paragraph 3 of the Cash Collateral
16 Stipulation, then upon further order of the Bankruptcy Court.

17 4. Even if one of the events in paragraph 2 above occurs, the actual amount paid from the
18 Escrow Funds to the Bridge Lenders may be reduced from the total amount of the Escrow Funds based upon
19 events which could result in insufficient funds available to pay the Bridge Lenders in full from the Escrow
20 Funds. Such events causing insufficient funds available for the Bridge Lenders may include, but are not
21 limited to, a final sale price less than the currently proposed sale price of \$5.5 million under the Sale Approval
22 Motion, or claims arising that are senior in priority to the payment of the Bridge Lenders' claim (e.g.,
23 administrative claims senior in priority). Based upon the foregoing, even if an event in paragraph two occurs,
24 no payment shall occur until and unless the Committee, the Debtor and the Bridge Lenders agree in writing to
25 the amount of the Escrow Funds to be paid to the Bridge Lenders or upon a further order of the Bankruptcy
26 Court.

27 5. Replacement Liens. As adequate protection for the placement of funds in the Escrow
28 Account, and subject to the terms of this Stipulation and any other Order approving the Sale Approval Motion,

1 the Bridge Lenders shall continue to hold a replacement lien and security interest in all funds held in the
2 Escrow Account (including any and all interest earned thereon, which replacement lien and security interest
3 shall have the same priority, extent, and validity as Bridge Lender's pre-petition alleged secured interest in
4 such collateral.

5 6. This Stipulation, and the terms herein, shall be incorporated into any and all orders on
6 the Sale Approval Motion.

7 7. Headings. The headings set forth herein are inserted for convenience of the parties only,
8 and shall not be used to interpret, construe, or in any way affect the meaning of the terms and provisions of
9 this Stipulation.

10 8. Neutral Construction. This Stipulation is the product of negotiation among the parties
11 hereto and represents the jointly conceived, bargained-for, and agreed-upon language mutually determined
12 by the parties to express their intentions of entering into this Stipulation. Any ambiguity or uncertainty in this
13 Stipulation shall be deemed to be caused by, or attributable to all parties hereto collectively. In any action to
14 enforce or interpret this Stipulation, the Stipulation shall be construed in a neutral manner, and no term or
15 provision of this Stipulation or this Stipulation as a whole shall be construed more or less favorably to any one
16 party, group, or groups of parties, to this Stipulation.

17 9. Integration. Except as expressly provided for in this Stipulation, this Stipulation is the
18 final written expression and complete and exclusive statement of all the agreements, conditions, promises,
19 and covenants among the parties with respect to the subject matter hereof, and supersedes all prior or
20 contemporaneous agreements, negotiations, representations, understandings, and discussions among the
21 parties and/or their respective counsel with respect to the subject matter conveyed hereby.

22 10. Counterpart Signatures. This Stipulation may be signed in counterpart and also via
23 facsimile.

24 11. Bankruptcy Court Order. Debtor shall take all steps necessary to obtain Bankruptcy
25 Court approval of this Stipulation.

26 IN WITNESS WHEREOF, the parties, either directly or through their respective attorneys of
27 record, execute this Stipulation as of the date set forth opposite their respective signatures.

28

1 Landsberg Margulies, LLP

2
3 By: _____

Craig G. Margulies
Attorneys for the Official Committee of Unsecured Creditors

4
5
6
7
8 SulmeyerKupetz, a professional corporation

9
10 By: _____

11 David S. Kupetz
12 Mark. S. Horoupian
13 Bankruptcy counsel for ESTYLE, INC., a Delaware Corporation

14
15 Dorsey & Whitney LLP

16
17 By: _____

18 Michael E. Foreman
19 Attorneys for
20 OAK INVESTMENT PARTNERS IX, LIMITED PARTNERSHIP,
21 A Delaware Limited Partnership
22 OAK IX AFFILIATES FUND, LIMITED PARTNERSHIP,
23 A Delaware Limited Partnership
24 OAK IX AFFILIATES FUND-A, LIMITED PARTNERSHIP,
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25 GRP II, L.P., a Delaware Limited Partnership
26 GRP II PARTNERS, L.P., a Delaware Limited Partnership
27 GRP II INVESTORS, L.P., a Delaware Limited Partnership

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21
22
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25
26
27
28

Landsberg Margulies, LLP

By: _____
Craig G. Margulies
Attorneys for the Official Committee of Unsecured Creditors

SulmeyerKupetz, a professional corporation

By: 
David S. Kupetz

Mark S. Horoupian
Bankruptcy counsel for ESTYLE, INC., a Delaware Corporation

Dorsey & Whitney LLP

By: _____
Michael E. Foreman
Attorneys for
OAK INVESTMENT PARTNERS IX, LIMITED PARTNERSHIP,
A Delaware Limited Partnership
OAK IX AFFILIATES FUND, LIMITED PARTNERSHIP,
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OAK IX AFFILIATES FUND-A, LIMITED PARTNERSHIP,
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By: _____
Craig G. Margulies
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Bankruptcy counsel for ESTYLE, INC., a Delaware Corporation

Dorsey & Whitney LLP

By: 
Michael E. Foreman

Attorneys for
OAK INVESTMENT PARTNERS IX, LIMITED PARTNERSHIP,
A Delaware Limited Partnership
OAK IX AFFILIATES FUND, LIMITED PARTNERSHIP,
A Delaware Limited Partnership
OAK IX AFFILIATES FUND-A, LIMITED PARTNERSHIP,
A Delaware Limited Partnership
GRP II, L.P., a Delaware Limited Partnership
GRP II PARTNERS, L.P., a Delaware Limited Partnership
GRP II INVESTORS, L.P., a Delaware Limited Partnership

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a
3 party to the within action. My business address is 16030 Ventura Boulevard, Suite 470, Encino, CA 91436.

4 On **July 2, 2008** I served the within document(s) described as:

5 **STIPULATION BETWEEN DEBTOR IN POSSESSION, OFFICIAL UNSECURED CREDITORS'**
6 **COMMITTEE, AND "BRIDGE LENDERS", OAK INVESTMENT PARTNERS, IX, OAK IX AFFILIATES**
7 **FUND, OAK IX AFFILIATES FUND-A, GRP II, L.P., GRP II PARTNERS, L.P., AND GRP II INVESTORS,**
8 **L.P. REGARDING ANCILLARY ISSUES RELATED TO SALE APPROVAL MOTION**

9 on the interested parties in this action on the attached service list:

10 (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as
11 set forth on the attached mailing list. I am readily familiar with this firm's practice for collection and
12 processing of correspondence for mailing. Under that practice it would be deposited with the U.S.
13 Postal Service on that same day with postage thereon fully prepaid in the ordinary course of
14 business. I am aware that on motion of the party served, service is presumed invalid if postal
15 cancellation date or postage meter date is more than one day after date of deposit for mailing
16 contained in affidavit. I declare under penalty of perjury under the laws of the State of California that
17 the foregoing is true and correct.

18 (BY EMAIL) By transmitting a true copy of the foregoing document(s) via email from this firm's email
19 address, to each interested party set forth below or on the attached mailing list. Said transmission(s)
20 were completed on the aforesaid date.

21 (BY FAX) By transmitting a true copy of the foregoing document(s) via facsimile transmission from
22 this firm's facsimile machine, to each interested party set forth on the attached mailing list. Said
23 transmission(s) were completed on the aforesaid date at the time stated on the transmission record
24 issued by this firm's sending facsimile machine. Each such transmission was reported as complete
25 and without error and a transmission report was properly issued by this firm's sending facsimile
26 machine for each interested party served. A true copy of each transmission report is attached to the
27 office copy of this proof of service and will be provided upon request.

28 (BY OVERNIGHT DELIVERY) I deposited in a box or other facility regularly maintained by Federal
Express, an express service carrier, or delivered to a courier or driver authorized by said express
service carrier to receive documents, a true copy of the foregoing document(s) in a sealed envelope
or package designated by the express service carrier, addressed as set forth on the attached mailing
list, with fees for overnight delivery paid or provided for.

Executed on July 2, 2008, at Los Angeles, California.

Rebecca Roldan
(Type or print name)

/s/ Rebecca Roldan
(Signature)

SERVICE LIST

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28

ATTORNEY FOR DEBTOR eSTYLE, INC.

David S. Kupetz, Esq.
Mark S. Horoupian, Esq.
SulmeyerKupetz
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, CA 90071-1406
dkupetz@sulmeyerlaw.com
mhoroupian@sulmeyerlaw.com
(served via e-mail)

OFFICE OF THE UNITED STATES TRUSTEE

Office of the United States Trustee
Attn: Bruce S. Schildkraut, Esq.
Ernst & Young Plaza
725 South Figueroa St., 26th Floor
Los Angeles, CA 90017
Bruce.Schildkraut@usdoj.gov
(served via e-mail)

REQUEST FOR SPECIAL NOTICE

1800Diapers, Inc.
Jeffrey N. Pomerantz, Esq.
PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd., 11th Floor
Los Angeles, CA 90067-4100
jpomerantz@pszjlaw.com
(served via e-mail)

American Express Travel Related
Svcs. Co., Inc. Corp. Card
Gilbert B. Weisman, Esq.
Becket and Lee LLP
16 General Warren Boulevard
Malvern, PA 19355
notices@becket-lee.com
(served via e-mail)

Bellevue Square Managers, Inc.
John S. Kaplan, Esq.
Perkins Coie LLP
1201 Third Avenue, 40th Floor
Seattle, WA 98101
jkaplan@perkinscoie.com
(served via e-mail)

Comptroller of Public Accounts of the State of Texas
c/o Jay W. Hurst, Asst. Attorney General
Bankruptcy & Collections Division
P.O. Box 12548
Austin, TX 78711-2548
jay.hurst@oag.state.tx.us
(served via e-mail)

1 Dream International USA, Inc.
c/o Samuel S. Oh, Esq.
2 Lim, Ruger & Kim, LLP
1055 West Seventh Street, Suite 2800
3 Los Angeles, CA 90017
sam.oh@lrklawyers.com
4 **(served via e-mail)**

5 General Growth management, Inc., as Agent
Attn: Kristen N. Pate, Assistant Gen. Counsel
6 110 N. Wacker
Chicago, IL 60606
7 ggpbk@ggp.com
(served via e-mail)

8 GRP II Investors, L.P., GRP II
9 Partners, L.P., and GRP II, L.P.,
Michael Foreman, Esq. / Michelle Kreidler Dove, Esq.
10 Dorsey & Whitney LLP
250 Park Avenue
11 New York, NY 10177
foreman.michael@dorsey.com
12 dove.michelle@dorsey.com
(served via e-mail)

13 Iron Mountain Information Management
14 c/o Frank F. McGinn
15 155 Federal Street, 9th Floor
Boston, MA 02110
ffm@bostonbusinesslaw.com
16 **(served via e-mail)**

17 John Hancock Life Insurance Company (U.S.A.)
(Successor-In-Interest from the Manufacturers Life Insurance Company)
18 c/o David Seror, Esq. / Anthony A. Friedman, Esq.
MOLDO DAVIDSON FRAIOLI SEROR & SESTANOVICH LLP
19 2029 Century Park East, 21st Floor
Los Angeles, CA 90067
20 dseror@mdfslaw.com
afriedman@mdfslaw.com
21 **(served via e-mail)**

22 Kashwere LLC
19749 Bahama Street
23 Northridge, CA 91324
patty@kashwere.com
24 **(served via e-mail)**

25 Maricopa County Treasurer
c/o Madeleine C. Wanslee, Esq.
26 GUST ROSENFELD P.L.C.
201 E. Washington, Suite 800
27 Phoenix, AZ 85004-2327
mwanslee@gustlaw.com
28 **(served via e-mail)**

- 1 Maricopy County Treasurer
c.o Soukup & Schiff LLP
2 Attn: Scott A. Schiff, Est.
1801 Century Park East, Suite 470
3 Los Angeles, CA 90067
sas@soukup-schiff.com
4 **(served via e-mail)**
- 5 Maxtana Avenue, LLC
c/o Jeffrey A. Krieger, Esq. / Lina O. Balciunas, Esq.
6 Greenberg Glusker Fields Claman & Machtinger LLP
1900 Avenue of the Stars, 21st Floor
7 Los Angeles, CA 90067-4590
jkrieger@ggfirm.com
8 ibalciunas@ggfirm.com
(served via e-mail)
- 9 New Breed, Inc.
10 c/o William J. Wall, Esq. / Franklin C. Adams, Esq.
Best Best & Krieger LLP 3750 University Ave., Ste 400
11 P.O. Box 1028
Riverside, CA 92502
12 William.Wall@bbklaw.com
franklin.adams@bbklaw.com
13 **(served via e-mail)**
- 14 NorthPark Partners, LP
c/o James H. Billingsley, Esq.
15 Kirkpatrick & Lockhart Preston Gates Ellis LLP
1717 Main Street, Suite 2800
16 Dallas, TX 75201
james.billingsley@klgates.com
17 **(served via e-mail)**
- 18 Shaw Valenza LLP
520 Capitol Mall, Suite 630
19 Sacramento, CA 95814
gvalenza@shawvalenza.com
20 **(served via e-mail)**
- 21 Simon Property Group, Inc.
Attention: Ronald M. Tucker, Esq.
22 225 West Washington Street
Indianapolis, IN 46204
23 rtucker@simon.com
(served via e-mail)
- 24 Stokke LLC
25 Attn: Tor Christian Sorlie
1100 Cobb Place Blvd., Suite 100
26 Kennesaw, GA 30144
tor.christian.sorlie@stokke.com
27 **(served via e-mail)**
- 28

- 1 Stokke LLC
c/o Thomas Rosseland, Esq.
2 Bodker, Ramsey, Andrews, Winograd & Wildstein
One Securities Center
3 3490 Piedmont Road, Suite 1400
Atlanta, GA 30305-4808
4 trosseland@brawwlaw.com
(served via e-mail)
- 5
6 Taubman Landlords
(West Farms Mall LLC;
Willow Bend Shopping Center LP, et al.)
7 c/o Taubman realty Group limited
The Taubman Company
8 Attn: Andrew S. Conway
200 E. Long Lake Road, Ste. 300
9 Bloomfield Hills, MI 48303-0200
aconway@taubman.com
10 **(served via e-mail)**
- 11 The Donovan Offices
Attn: James M. Donovan / Michael J. Glenn / John Monte
12 915 Wilshire Blvd., Ste. 950
Los Angeles, CA 90017
13 jmdonovan@thedonovanoffices.com
mglen@thedonovanoffices.com
14 montelaw@earthlink.net
(served via e-mail)
- 15 The Irvine Company, LLC
Ernie Zachary Park, Esq.
16 Bewley, Lassleben & Miller, LLP
13215 E. Penn Street, Suite 510
17 Whittier, CA 90602-1797
ernie.park@bewleylaw.com
18 **(served via e-mail)**
- 19 TRS Acquisition Subsidiary, Inc.
A portfolio company of Hancock Park Capital II, L.P.
20 c/o Robert R. Ouellette Esq.
Schottenstein Zox & Dunn Co., LPA
21 250 West Street, Suite 700
Columbus, OH 43215
22 rouellette@szd.com
danderson@szd.com
23 **(served via e-mail)**
- 24 Wachovia Capital Finance Corporation (Western)
Attn: Robin Van Meter, Vice President
25 251 South Lake Avenue, Suite 900
Pasadena, CA 91101
26 robin.vanmeter@wahovia.com
(served via e-mail)
- 27
28

- 1 Wachovia Capital Finance Corporation (Western)
Attn: Leo D. Plotkin, Esq.
- 2 Levy Small & Lallas
815 Moraga Drive
3 Los Angeles, CA 90049
lplotkin@lsl-la.com
4 **(served via e-mail)**
- 5 Westfield, LLC and
The Macerich Company
6 c/o Thomas J. Leanse, Esq. / Dustin P. Branch, Esq.
KATTEN MUCHIN ROSENMAN LLP
7 2029 Century Park East, Suite 2600
Los Angeles, CA 90067
8 dustin.branch@kattenlaw.com
(served via e-mail)
- 9 West Farms Mall LLC
10 c/o Nicholas B. Warnoff, Esq./ Ivan M. Gold, Esq.
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
11 Three Embarcadero Center, 12 Floor
San Francisco, CA 94111-4074
12 igold@allenmatkins.com
(served via e-mail)
- 13 Rob Opera, Esq.
14 Winthrop Couchot
660 Newport Center Drive, 4th Floor
15 Newport Beach, CA 92660
mwinthrop@winthropicouchot.com
16 ropera@winthropicouchot.com
(served via e-mail)
- 17 Yvonne Besvold
18 Michael Leight, Esq.
Law Offices of Michael Leight
19 6700 E. Pacific Coast Highway, Suite 237
Long Beach, CA 90803
20 admin@leightlaw.net
(served via e-mail)
- 21 Robert A. Klyman, Esq.
22 Latham & Watkins, LLP
355 S. Grand Avenue
23 Los Angeles, CA 90071-1560
robert.klyman@lw.com
24 **(served via e-mail)**
- 25
- 26
- 27
- 28