

1 Elissa D. Miller
2 *elissa.miller@gmlaw.com*
3 333 South Grand Avenue, Suite 3400
4 Los Angeles, California 90071
5 Telephone: 213.626.2311
6 Facsimile: 954.771.9264

7 Chapter 7 Trustee

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA,**
10 **LOS ANGELES DIVISION**

11 In re

Case No. 2:20-bk-21022-BR

12 GIRARDI KEESE,

Chapter 7

13 Debtor.

**APPLICATION BY CHAPTER 7 TRUSTEE
FOR AUTHORITY TO JOINTLY EMPLOY
THREESIXTY ASSET ADVISORS, LLC
AND JOHN MORAN AUCTIONEERS, INC.
AS AUCTIONEERS; TO AUTHORIZE
PUBLIC SALE BY AUCTIONEER AND TO
PAY AUCTIONEER UPON CONCLUSION
OF SALE IN ACCORDANCE WITH THE
TERMS HEREOF; STATEMENTS OF
DISINTERESTEDNESS; DECLARATION IN
SUPPORT THEREOF**

**[11 U.S.C. § 327, FED.R. BANKR. P. 2014
AND LOC. BANKR. R. 2014-1(B)]**

Auction Date: To Be Set

No Hearing Date Required]

22 **TO THE HONORABLE BARRY RUSSELL, UNITED STATE BANKRUPTCY JUDGE,**
23 **OFFICE OF THE UNITED STATES TRUSTEE, CREDITORS AND ALL INTERESTED**
24 **PARTIES:**

25 Elissa D. Miller, the Chapter 7 Trustee (the "Trustee") for Girardi Keese (the
26 "Debtor") hereby files her "*Application By Chapter 7 Trustee For Authority To Jointly*
27 *Employ ThreeSixty Asset Advisors, LLC and John Moran Auctioneers, Inc. As*
28 *Auctioneer; To Authorize Public Sale By Auctioneer And To Pay Auctioneer Upon*

1 *Conclusion Of Sale in Accordance with the Terms Hereof; Statements Of*
2 *Disinterestedness; Declaration In Support Thereof*" (the "Application") pursuant to which
3 she seeks authority to retain ThreeSixty Asset Advisors, LLC ("360") and John Moran
4 Auctioneers, Inc. ("Moran" and together with 360, "360Moran") as her auctioneer as
5 follows:

6 1. The Debtor was a plaintiff's law firm based in Los Angeles, California. On
7 December 18, 2020, petitioning creditors Jill O'Callahan, as successor in interest to
8 James O'Callahan, Robert M. Keese, John Abassian, Erika Saldana, Virginia Antonio,
9 and Kimberly Archie (collectively, the "Petitioning Creditors") filed an involuntary chapter
10 7 bankruptcy petition against the Debtor. The Petitioning Creditors also filed an
11 involuntary chapter 7 bankruptcy petition against Thomas V. Girardi ("TVG"), which is
12 currently pending as Bankruptcy Case No. 2:20-bk-21020-BR.

13 2. On December 24, 2020, the Petitioning Creditors filed a *Motion for*
14 *Appointment of Interim Trustee Pursuant to 11 U.S.C. § 303(g)* [Docket No. 12]. The
15 Court entered an order granting the motion on January 5, 2021 [Docket No. 45]. On
16 January 6, 2021, the Trustee was appointed as the interim trustee [Docket No. 50].

17 3. On January 13, 2021, the Court entered an *Order Directing: (1) The Clerk*
18 *of Court to Immediately Enter an Order for Relief under Chapter 7; (2) The United States*
19 *Trustee to Immediately Appoint a Chapter 7 Trustee; (3) The Debtor to File All Schedules*
20 *and Related Documentation for Chapter 7 Case within Fourteen Days of the Entry of this*
21 *Order; and (4) Vacating February 16, 2021 Status Conference* [Docket No. 68]. On
22 January 13, 2021, the Clerk of Court entered an order for relief against the Debtor
23 [Docket No. 69], and the Trustee was appointed and accepted her appointment in the
24 Debtor's case [Docket No. 71]

25 4. On July 14, 2021, the Trustee commenced her action against Erika N.
26 Girardi, EJ Global, LLC and Pretty Mess, Inc., Adv. 2:21-ap-01155 BR (the "Erika
27 Adversary"); Erika Jayne Girardi ("EG") is the former spouse of TVG.

28

1 5. While the Erika Adversary was pending, the Trustee ascertained that TVG
2 had purchased large diamond stud earrings (the "Earrings") for EG. The Trustee also
3 ascertained that the Earrings had been purchased by a check written on the Debtor's
4 "Rezulin" mass tort litigation client trust account and had been booked as a "cost".

5 6. On January 25, 2022, the Trustee filed a Motion in the Erika Adversary
6 [Adv. Dkt. No. 28] seeking turnover of the Earrings. The Earrings were delivered to the
7 Trustee as the parties attempted to resolve the issues. However, the parties could not
8 resolve the issues, and after further briefing and argument, on July 11, 2022, the Court
9 entered its order granting the Motion for Turnover [Adv. Dkt. No. 58].¹

10 7. On August 18, 2022, a former "friend" of TVG turned over to the Trustee
11 jewelry which she and the Trustee believed were purchased by the Debtor. The pieces
12 are a small Tiffany heart shaped white gold and pave diamond necklace, a small Cartier
13 gold and pave diamond necklace, a Bulgari pearl and diamond necklace and diamond
14 stud earrings approximately 1.75 carats each (the "Friends' Jewelry"). The Trustee
15 believes that the auction value of the Friend's Jewelry is between \$10,000 and \$15,000.

16 8. At this time, the Trustee seeks to sell the Earrings and the Friend's Jewelry
17 (jointly the "Girardi Jewelry"). In order to facilitate the foregoing sale, it is necessary for
18 the Trustee to employ a duly bonded auctioneer. Upon the granting of this application,
19 the Trustee will retain and employ 360Moran. Attached hereto as **Exhibit 1** is
20 360Moran's Auction Plan; as **Exhibit 2**, the Consignment Agreement; as **Exhibit 3** the
21 Case Specific Bond, and **Exhibit 4** the Insurance Certificate.

22 9. Notice of this application to employ 360Moran (the "Notice") is being served
23 concurrently herewith and is being served on creditors and parties in interest.

24 10. The Sale will be conducted concurrently as an Internet Auction and Live
25 Auction on the best date to ensure maximum participation and so not to conflict with
26 another jewelry auction between December 5, 2022 and December 16, 2022, and to
27

28 ¹ Although EG filed a notice of appeal, she did not seek a stay pending appeal.

1 allow for optimal advertising including displaying the Earrings to potential purchasers on
2 both coasts, advertising the Girardi Jewelry Auction at the September auction of the TVG
3 Personal Property and on both of 360 and Moran's websites, various auction platforms
4 and in social media all as detailed in the Auction Proposal. The Auction date will also
5 take advantage of the holiday shopping period. Upon approval of this Application, the
6 Trustee will post the notice of sale pursuant to Local Rule 6004-2 on the Court's website
7 and commence advertising and promoting the sale to the public and in accordance with
8 the Auction proposal.

9 11. After consulting with 360Moran and after 360Moran obtains the GIA
10 certifications on the Earrings, the Trustee and 360Moran will set an estimated value and
11 reserve on the Earrings based on market values in the Rapaport Guide as of December,
12 2022.² However, the Trustee will retain discretion to authorize the sale of the Earrings
13 even if the reserve has not been met.

14 12. As set forth in the Auction Proposal, **Exhibit 1** hereto, 360Moran will
15 market the Earrings consistent with its usual plan for marketing jewelry of its respective
16 value. In addition, for all of the Girardi Jewelry, 360Moran will capitalize on the TVG and
17 Real Housewives of Beverly Hills connection in its promotion and will use the following
18 advertising methods:

- 19 • Previewing during Morans' September auction featuring items from the
- 20 TVG personal bankruptcy estate
- 21 • Email notifications to over 1,000 participants from 360's Girardi Keese
- 22 auction
- 23 • Featured item in Morans' December auction email
- 24 • Dedicated press release, with circulation through John Moran Auctioneers
- 25 press channels and through use of an international press-release agency,
- 26 previously used in the Girardi Keese auction

27
28 ² See discussion of Rappaport guide on page 4 of Auction Proposal, **Exhibit 1**.

- 1 • Homepage Feature on www.johnmoran.com
- 2 • Private in-person preview through to Morans' network of top jewelry
- 3 dealers and collectors in Los Angeles and New York
- 4 • Homepage feature on www.360Bid.sale
- 5 • Homepage Feature on LiveAuctioneers.com
- 6 • Inclusion into dedicated Invaluable.com email
- 7 • Full-page color print ad in Rapaport Magazine, the standard in the
- 8 diamond industry
- 9 • Digital banner advertisement on Diamonds.net (Rapaport web site
- 10 • Social media posting through all of John Moran Auctioneers social media
- 11 channels, including but not limited to Facebook, and Instagram
- 12 • Dedicated paid advertising campaigns through Facebook, and Instagram

13 13. 360Moran has agreed to conduct the Auction as a public sale and will not
14 receive a commission from the estate but will be compensated through a buyer's
15 premium. The buyer's premium for The Girardi Jewelry is on a sliding scale per item sold
16 as follows:

17 25% of the first \$500,000

18 18% from \$500,000 to \$1,000,000

19 15% over \$1,000,000³

20 14. 360Moran will also be entitled to collect their out of pocket costs. The
21 estimated costs of \$24,600 include:

22 Bond: At cost - typically \$5 per \$1,000 (est. to be \$2,800 based on current
23 estimated replacement/auction value of the Girardi Jewelry);

24 Insurance: 1% of sale/hammer price (est. at \$5,610);

25 GIA Certificates for both sets of earrings \$1,300;

26

27 ³ For lots selling on the LiveAuctioneers.com or BidSquare.com platforms, the buyers'
28 premium scale will increase by 5% at each level based on their additional charges. In
addition, buyers will be charged applicable sales tax.

1 Armored Transport to/from GIA Cert site and to/from NY & Private

2 Viewings: \$750;

3 Security: \$3,200 (for showings in New York and Los Angeles); and

4 Marketing: Capped at \$10,400

5 15. The Declarations of Jeff Tanenbaum, the principal of 360 and of Jeff Moran,
6 the principal of Moran, are attached hereto. Both 360 and Moran are disinterested
7 parties within the meaning of 11 U.S.C. § 101(14). Based on auctions conducted by Mr.
8 Tanenbaum in this case and 360Moran for me in other cases and for other trustees and
9 based on my review of Moran's qualifications in the jewelry sector, I am confident that
10 360Moran is fully competent to perform the services for which it is being employed. A
11 true and correct copy of 360 and Moran's resumes are attached hereto as **Exhibit 5**.

12 16. 360Moran will collect and pay sales tax under its resale license on all sales
13 plus the buyers' premium. As the party collecting the funds, 360Moran is required by law
14 to file sales tax returns and remit the tax.

15 17. The Auction will be both a live auction at Moran's auction headquarters in
16 Monrovia, CA and simultaneous as an internet auction. After the sale, successful buyers
17 will be able to pick up the items from Moran at its Monrovia location or as otherwise
18 arranged with Moran.

19 18. I wish to be able to pay 360Moran in accordance with the procedures set
20 forth in Supervisory Instruction #10. 360Moran understands that the gross proceeds
21 shall be turned over to the Trustee, along with an accounting within 21 days after the
22 sale. Within 30 days of receipt of the Report of Auctioneer, the Trustee shall file with the
23 court the Report with a brief Declaration asserting that: the Trustee has compared the
24 Report of Auctioneer to the item sold, indicating the Report is satisfactory, and request
25 entry of an order approving the payment of compensation to 360Moran pursuant to the
26 Notice of Sale and Report of Auctioneer and exoneration of the auctioneer of his bonds.
27 To the extent the Auction Agency Agreement conflicts with this paragraph, this paragraph
28 will control.

1 **WHEREFORE**, I respectfully request that I be authorized to employ John Moran
2 Auctioneers, Inc. and ThreeSixty Asset Advisors, LLC as my auctioneer, for authority for
3 John Moran Auctioneers, Inc. and ThreeSixty Asset Advisors, LLC to conduct a public
4 sale, and to pay them in accordance with the terms set forth herein upon entry of an
5 Order, and that this Court grant such other and further relief as it may deem just and
6 proper.

7 DATED: August 30, 2022

Respectfully submitted,

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/s/ Elissa D. Miller

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Elissa D. Miller

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Chapter 7 Trustee

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**STATEMENT OF DISINTERESTEDNESS FOR EMPLOYMENT OF
PROFESSIONAL PERSON UNDER BANKRUPTCY RULE 2014**

[The following information is supplied in conformity with United States Bankruptcy Court,
Central District of California, Form No. 2014-1]

1. Name, address and telephone number of the professional ("the Professional")
submitting this Statement:

Jeff Tanenbaum
ThreeSixty Asset Advisors, LLC
3075 E Thousand Oaks Blvd.
Westlake Village, CA 91362
805.496.8087

2. The services to be rendered by the Professional in this case are (*specify*):

The Professional will act as auctioneer, together with John Moran Auctioneers, Inc., for
the Estate of Girardi Keese, Elissa D. Miller, Chapter 7 Trustee.

3. The terms and source of the proposed compensation and reimbursement of the
Professional are (*specify*):

A buyers' premium of:

25% of the first \$500,000

18% from \$500,000 to \$1,000,000

15% over \$1,000,000⁴

Out of pocket costs estimated at \$24,600 including:

Bond: At cost - typically \$5 per \$1,000 (est. to be
\$2,800 based on current full replacement value of the Girardi
Jewelry

Insurance: 1% of sale/hammer price (est. at \$5,610)⁵

GIA Certificates for both sets of earrings: \$1,300

Armored Transport to/from GIA Cert site and to/from
NY & Private Viewings: \$750

⁴ For lots selling on the LiveAuctioneers.com or BidSquare.com platforms, the buyers'
premium scale will increase by 5% at each level based on their additional charges. In
addition, buyers will be charged applicable sales tax.

1 Security: \$3,200 (for showings in New York and Los Angeles)

2
3 Marketing: Capped at \$10,400

- 4 4. The nature and terms of retainer (i.e., nonrefundable versus an advance against
5 fees) half by the Professional are (*specify*): None.
- 6 5. The investigation of disinterestedness made by the Professional prior to submitting
7 this Statement consisted of (*specify*):

8 I have carefully reviewed 360's files and have determined that
9 no conflict exists in connection with this matter. I have
10 determined that 360 does not represent anyone with any
11 interests adverse to the Estate. Further, 360 represents no
12 creditor or other party in this Chapter 7 case and has no
13 interest adverse to the Debtor or the Estate. Therefore, to the
14 best of my knowledge, information and belief 360 is a
15 disinterested party in the Debtor's Chapter 7 case as that term
16 is defined by the Bankruptcy Code.

- 17 6. The following is a complete description of all of the Professional's connections with
18 the debtor, principals of the debtor, insiders, the debtor's creditors, any other party
19 or parties in interest, and their respective attorneys and accountants, or any
20 person employed in the Office of the United States Trustee (*specify, attaching
21 extra pages as necessary*):

22 360 previously served as auctioneer for the Trustee in the instant case as well as
23 in other cases, unrelated to Girardi Keese where the Trustee served as the
24 Chapter 7 Trustee.

25 With regard to 360's work in the instant case, 360 advertised and sold the estate's
26 personal property, including memorabilia, artwork, furniture, wine, a car, etc. at the
27 Debtor's offices in August, 2021. The Auction grossed approximate \$300,000 and
28 360 was paid its expenses and a buyer's premium totaling \$60,000. That auction
was extremely labor intensive and the costs high.

7. The Professional is not a creditor, an equity security holder or an insider of the
debtor, except as follows (*specify, attaching extra pages as necessary*): N/A

8. The Professional is not and was not an investment banker for any outstanding
security of the debtor.

9. The Professional has not been within three (3) years before the date of the filing of
the petition herein, an investment banker for a security of the debtor, or an
attorney for such an investment banker in connection with the offer, sale or
issuance of any security of the debtor.

10. The Professional is not and was not, within two (2) years before the date of the
filing of the petition herein, a director, officer or employee of the debtor or of any
investment banker for any security of the debtor.

1 11. The Professional neither holds nor represents any interest materially adverse to
2 the interest of the estate or of any class of creditors or equity security holders with
3 respect to the matter on which the Professional is to be employed, by reason of
4 any direct or indirect relationship to, connection with, or interest in, the debtor or
an investment banker for any security of the debtor, or for any other reason,
except as follows (*specify, attaching extra pages as necessary*): N/A

5 12. Name, address and telephone number of the person signing this Statement on
6 behalf of the Professional and the relationship of such person to the Professional
(*specify*):

7 Jeff Tanenbaum
8 ThreeSixty Asset Advisors, LLC
9 3075 E Thousand Oaks Blvd.
10 Westlake Village, CA 91362
11 805.496.8087

12 13. The Professional is not a relative or employee of the United States Trustee or a
13 Bankruptcy Judge, except as follows (*specify, attaching extra pages as
14 necessary*): n/a

15 14. Total number of attached pages of supporting documentation: 29

16 After conducting or supervising the investigation described in Paragraph 5 above, I
17 declare under penalty of perjury under the laws of the United States of America, that the
18 foregoing is true and correct except that I declare that Paragraphs 6 through 11 are
19 stated on information and belief.

20 DATED: August 29, 2022

Respectfully submitted,

ThreeSixty Asset Advisors, LLC

21 By: 

22 Jeff Tanenbaum
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**STATEMENT OF DISINTERESTEDNESS FOR EMPLOYMENT OF
PROFESSIONAL PERSON UNDER BANKRUPTCY RULE 2014**

[The following information is supplied in conformity with United States Bankruptcy Court,
Central District of California, Form No. 2014-1]

1. Name, address and telephone number of the professional ("the Professional")
submitting this Statement:

Jeff Moran
John Moran Auctioneers, Inc.
5 E. Walnut Avenue.
Monrovia, CA 91016
626.798.2079

2. The services to be rendered by the Professional in this case are (*specify*):

The Professional will act as auctioneer, for the Estate of Girardi Keese, Elissa D. Miller,
Chapter 7 Trustee.

3. The terms and source of the proposed compensation and reimbursement of the
Professional are (*specify*):

A buyers' premium of:

25% of the first \$500,000

18% from \$500,000 to \$1,000,000

15% over \$1,000,000⁶

Out of pocket costs estimated at \$24,600 including:

Bond: At cost - typically \$5 per \$1,000 (est. to be
\$2,800 based on current full replacement value of the Girardi
Jewelry

Insurance: 1% of sale/hammer price (est. at \$5,610)

GIA Certificates for both sets of earrings: \$1,300

Armored Transport to/from GIA Cert site and to/from
NY & Private Viewings: \$750

⁶ For lots selling on the LiveAuctioneers.com or BidSquare.com platforms, the buyers'
premium scale will increase by 5% at each level based on their additional charges. In
addition, buyers will be charged applicable sales tax.

1 Security: \$3,200 (for showings in New York and Los Angeles)

2
3 Marketing: Capped at \$10,400

- 4 4. The nature and terms of retainer (i.e., nonrefundable versus an advance against
5 fees) half by the Professional are (*specify*): None.
- 6 5. The investigation of disinterestedness made by the Professional prior to submitting
7 this Statement consisted of (*specify*):

8 I have carefully reviewed Moran's files and have determined
9 that no conflict exists in connection with this matter. I have
10 determined that Moran does not represent anyone with any
11 interests adverse to the Estate. Further, Moran represents no
12 creditor or other party in this Chapter 7 case and has no
13 interest adverse to the Debtor or the Estate. Therefore, to the
14 best of my knowledge, information and belief Moran is a
15 disinterested party in the Debtor's Chapter 7 case as that term
16 is defined by the Bankruptcy Code.

- 17 6. The following is a complete description of all of the Professional's connections with
18 the debtor, principals of the debtor, insiders, the debtor's creditors, any other party
19 or parties in interest, and their respective attorneys and accountants, or any
20 person employed in the Office of the United States Trustee (*specify, attaching
21 extra pages as necessary*):

22 Moran was retained by the Jason Rund, Chapter 7 Trustee to conduct the sale of
23 TVG's personal property.

24 Moran has previously served as auctioneer for the Trustee in other cases,
25 unrelated to Girardi Keese where the Trustee served as the Chapter 7 Trustee.

- 26 7. The Professional is not a creditor, an equity security holder or an insider of the
27 debtor, except as follows (*specify, attaching extra pages as necessary*): N/A

- 28 8. The Professional is not and was not an investment banker for any outstanding
security of the debtor.

9. The Professional has not been within three (3) years before the date of the filing of
the petition herein, an investment banker for a security of the debtor, or an
attorney for such an investment banker in connection with the offer, sale or
issuance of any security of the debtor.

10. The Professional is not and was not, within two (2) years before the date of the
filing of the petition herein, a director, officer or employee of the debtor or of any
investment banker for any security of the debtor.

11. The Professional neither holds nor represents any interest materially adverse to
the interest of the estate or of any class of creditors or equity security holders with
respect to the matter on which the Professional is to be employed, by reason of
any direct or indirect relationship to, connection with, or interest in, the debtor or
an investment banker for any security of the debtor, or for any other reason,
except as follows (*specify, attaching extra pages as necessary*): N/A

1 12. Name, address and telephone number of the person signing this Statement on
2 behalf of the Professional and the relationship of such person to the Professional
(specify):

3 Jeff Moran
4 John Moran Auctioneers, Inc.
5 145 E. Walnut Avenue.
6 Monrovia, CA 91016
7 626-628-9332

8 13. The Professional is not a relative or employee of the United States Trustee or a
9 Bankruptcy Judge, except as follows (specify, attaching extra pages as
10 necessary): n/a

11 14. Total number of attached pages of supporting documentation: 29

12 After conducting or supervising the investigation described in Paragraph 5 above, I
13 declare under penalty of perjury under the laws of the United States of America, that the
14 foregoing is true and correct except that I declare that Paragraphs 6 through 11 are
15 stated on information and belief.

16 DATED: August 29, 2022

Respectfully submitted,

John Moran Auctioneers, Inc.

By: 

Jeff Moran, President

DECLARATION OF ELISSA D. MILLER

I, Elissa D. Miller, do hereby declare:

1. That I am the duly appointed Trustee in the above estate.

2. I have prepared the foregoing application and know its contents to be true and correct.

3. I have read the Declarations of Jeff Moran of John Moran Auctioneers, Inc. and Jeff Tanenbaum of ThreeSixty Asset Advisors I am familiar with both firms and know each to be a competent auctioneer. In addition to the information set forth in the attached resume, I discussed with Mr. Stephen Swan, the Vice President, Business Director of John Moran, Moran's experience in selling similar fine Jewelry, and with both Mr. Swan and Mr. Tanenbaum, the process for maximizing value in situations such as these with significant public interest.

4. I am satisfied that Moran and 360 are each disinterested persons as defined by the provisions of the Bankruptcy Code and that the employment of 360 Moran under the circumstances and terms set forth herein is in the best interest of this bankruptcy estate.

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

Executed August 30, 2022, at Los Angeles, California.

/s/ Elissa D. Miller
Elissa D. Miller, Trustee

EXHIBIT 1



Girardi Earrings
And Other Fine Jewelry

JOHN MORAN
— SINCE 1969 —
AUCTIONEERS & APPRAISERS

JOHN MORAN
SINCE 1969
AUCTIONEERS & APPRAISERS



Platinum & marquise diamond ring, 6.12 ct
Sold at JMA Auction on 3/25/08

Cover:
Representative photo of Girardi Earrings
Suggested Auction Date: December 13, 2022

A Symbol of Restitution

The significant notoriety of the 14 carat "Girardi Earrings," and the value they represent to those harmed by Thomas Girardi is not lost on our team. As such, they warrant the highest and best opportunity for maximized value as outlined in this proposal. Accordingly, John Moran Auctioneers, Inc - current sales agent of the Thomas Girardi personal bankruptcy in conjunction with ThreeSixty Asset Advisors - past sales agent of the Girardi Keese bankruptcy submit this proposal to assist with the sale of the 14ct Girardi Earrings, along with a small selection of additional jewelry recently turned over to the Girardi Keese estate. Together, we have crafted the ideal sale and marketing plan, and provided a market-competitive fee structure.

The Earrings, Then and Now

In 2007, the height of many primary markets, Thomas Girardi purchased the "Girardi Earrings" at a boutique jewelry shop in Los Angeles for a retail price of \$750,000. The value of a diamond in the primary/retail market is set by the Rapaport price list. This report updates monthly and is used by every diamond wholesaler, dealer, auction house, and appraiser when valuing diamonds to get the most current market rates. Girardi paid a premium on top of the market rate. In today's secondary/non-retail diamond market, one would expect to see a value somewhat less.

The controversy surrounding Thomas and Erika Girardi and that of the "Girardi Earrings" has made national headlines. We believe that the notoriety of the earrings, and the public interest in this case will bolster Morans' and ThreeSixty Asset Advisors' ability to reach private and trade audiences that will likely translate into more bidding at auction and therefore the maximum possible hammer price.

The additional jewelry items turned over to the estate include 3 necklaces and 1 smaller pair of earrings with a combined auction value in the \$10,000 to 15,000 range. While representing a lower value compared to the 14 carat earrings, these pieces are from such top tier designers as Tiffany, Cartier and Bvlgari. Sold in conjunction with the premium earrings, they may exceed expectations.



A round brilliant-cut fancy light gray-blue diamond, 2.78 cts.
Sold at JMA Auction on 12/08/15

Morans: Different by Design

Proven Track Record

For over 50 years, Morans has assisted families with the sale of important collections, large and small. As an independent, full-service auction house, we have the flexibility to customize the presentation of the entire Collection, handling items ranging \$500 to \$1 million. Our approach has served several notable single-consignor collections, including the Estate of Phoebe Hearst Cooke, Andrew F. Chandler, Tammi Keck Day, Cindy and Stuart Tietze-Hodosh, Alan Schneider, and many more. Each of these collections posed unique opportunities in the retelling a life lived, as viewed through their collections.

In each case, Morans' enthusiasm and creative touch was instrumental in crafting an auction plan for the beneficiaries, resulting in fresh to the market property being sold with record results.

Prior and Current Girardi Engagements

While Morans prepares for a sale of Girardi personal property on behalf of the Girardi personal bankruptcy estate, this proposal is based upon a collaboration with ThreeSixty Asset Advisors, who conducted the auction of personal property for the Girardi Keese bankruptcy. This collaboration provides unique opportunities to promote the "Girardi Earrings," and other fine jewelry to past Girardi auction participants, capturing the benefits of previous media exposure and thousands of advertising dollars spent. Further, our companies' past and active involvement with the Girardi matter will ensure that the jewelry benefit from the proper Girardi related publicity, and not simply a footnote in the auction catalog. Morans and 360 principals have collaborated for decades, most recently on the bankruptcy auction for Antiquarian Traders in Los Angeles. Together, we have a clear understanding of the Girardi market, access to associated bidders and buyers, and a collaborative synergy that will drive a successful outcome.



An Art Deco natural Kashmir sapphire and diamond ring, 5.50 cts. Sold at JMA Auction on 05/17/11

Sale Plan

To effectuate a sale of the earrings and provide the greatest opportunity to maximize value, we have formulated the following plan to be executed by our experienced team, led by Jeff Moran. This plan addresses such important elements as transportation, security, and insurance, obtaining an up-to-date GIA certificate, providing examination opportunities for jewelers and private parties on both coasts (14 ct. earrings only), and providing an ideal platform and venue to facilitate the auction.

Insurance, Transportation, and Security

The jewelry will be insured and maintained in a safe at Morans and fully insured from the time Morans takes possession until released to the end buyer. Throughout that time, the 14 ct. earrings will only be moved to obtain the GIA certificate and when sent to New York for private previews. In each case, armored transportation will be used, and while the earrings are in the possession of Morans' staff in New York, will be accompanied by security.

Auction Date and Venue

The jewelry will be included in Morans' December 13th Fine Jewelry and Timepiece Auction. This sale will be conducted in a live and webcast format, providing the opportunity for both in-person bidding, and concurrent participation on one of four online platforms, Morans' in-house platform and mobile application, Invaluable/Auctionzip, LiveAuctioneers and BidSquare. This approach will accommodate global bidder interest with options for in-person, telephone, absentee, or online bidding.



An Art Deco diamond ring, 6.46 cts.
Sold at JMA Auction on 12/05/17

Marketing

Morans has the capacity to reach a vast bidding audience through a customized advertising campaign incorporating email, direct mail, social media, online and printed advertisements, and an online marketplace for select works.

Our partnership with advertisers from an array of fine arts publications encourages bidding across all collector categories and is a crucial element in promoting and marketing a collection of such breadth.

Our Reach

In addition to our own online saleroom, Morans has partnerships to cross-list our sales on multiple online auction platforms, including industry leaders Invaluable (and by extension AuctionZip), Live Auctioneers, and Bidsquare. Our robust online presence ensures fierce bidding competition and engagement from countless buyers across the globe. Moreover, Morans advertises with catalogue hosting platforms such as AskArt and Artmet guaranteeing the "Girardi Earrings" receives maximum exposure to both established and emerging collectors alike. The advantage of presenting our sales on multiple platforms is emense visibility; we do not require collectors to be "in the know" to find the property we offer. Between our website and our platform partners, Morans garners over 1 million monthly lot views.

1,000,000

(Average monthly lot views)



A diamond ring, 8.11 cts.
Sold at JMA Auction on 05/23/17



A sapphire and diamond necklace, Harry Winston Sold at JMA Auction on 05/21/13

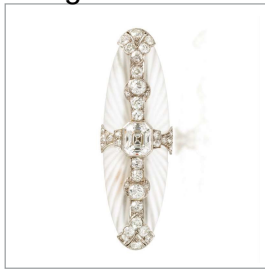
Marketing Plan: A Closer Look

In addition to the traditional marketing detailed below, Morans will have unique opportunities to promote the jewelry to past Girardi auction participants, capturing the benefits of previous media exposure and thousands of advertising dollars spent. These marketing opportunities include:

- Previewing during Morans' September auction featuring items from the Girardi personal bankruptcy estate
- Email notifications to over 1,000 participants from 360's Girardi Keese auction
- Featured item in Morans December auction email
- Dedicated press release, with circulation through John Moran Auctioneers press channels and through use of an international press-release agency, previously used in the Girardi Keese auction
- Homepage Feature on www.johnmoran.com
- Private in-person preview through to our network of top jewelry dealers and collectors in Los Angeles and New York
- Homepage Feature on www.johnmoran.com
- Homepage feature on www.360Bid.sale
- Homepage Feature on LiveAuctioneers.com
- Inclusion into dedicated invaluable.com email
- Full-page color print ad in Rapaport Magazine, the standard in the diamond industry
- Digital banner advertisement on Diamonds.Net (Rapaport Web site)
- Social Media posting through all of John Moran Auctioneers social media channels, including but not limited to Facebook and Instagram
- Dedicated paid advertising campaigns through Facebook, and Instagram



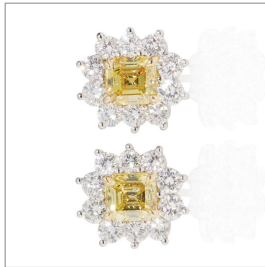
An Art Deco natural Ceylon sapphire and diamond pendant necklace
Sold at JMA Auction on 12/15/20



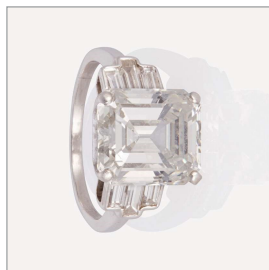
An Art Deco diamond and rock crystal brooch
Sold at JMA Auction on 12/10/20



A diamond and gem-set camel motif brooch, Verdura
Sold at JMA Auction on 05/21/13



A pair of Tiffany & Co. fancy vivid and intense yellow and near-colorless diamond earrings
Sold at JMA Auction on 12/15/20



A diamond ring, 10.16 cts.
Sold at JMA Auction on 05/11/21



A Retro diamond, gem-set hand brooch, Cartier
Sold at JMA Auction on 08/28/12

Just the Facts

Sale Estimates & Reserves:

To be established by Morans and Trustee prior to the auction based on market values in the Rapaport guide as of December.

Our Terms (per lot):

- Insurance: 1% of sale/hammer price
- Bond: At cost - typically \$5 per \$1,000
- GIA Certificate: \$1,300
- Armored Transport to/from GIA Cert site and to/from NY & Private Viewings: \$750
- Security: \$3,200 (for showings in New York and Los Angeles)
- Marketing: Capped at \$10,400

Buyers' Premium Scale (Scale is applicable to each item individually):

- 25% of the first \$500,000
- 18% from \$500,001 to \$1,000,000
- 15% over \$1,000,000

Note: for buyers participating on LiveAuctioneers or BidSquare, the scale will increase by 5% at each level

Thank You

Morans and ThreeSixty Asset Advisors is delighted to submit our proposal to represent the "Girardi Earrings". Our customer-oriented philosophy, reputation, and enthusiasm will work to garner the highest price possible at auction.

Thank you for considering our services.

Jeff Moran	Jeff Tannenbaum, CAI
John Moran Auctioneers	President
626-485-0197	ThreeSixty Asset Advisors
jeff@johnmoran.com	818-326-4909
	jeff@360assetadvisors.com

Right:
A French Cartier Art Deco rock crystal and gem-set perfume bottle
Sold at JMA Auction on 12/15/20

Back Cover:
A solitaire diamond ring, 5.49 cts.
Sold at JMA Auction on 03/25/08



A pear-shaped diamond ring, 11.77 cts.
Sold at JMA Auction on 03/25/08





JOHN MORAN
SINCE 1969
AUCTIONEERS & APPRAISERS

360 **THREESIXTY**
ASSET ADVISORS

www.johnmoran.com · info@johnmoran.com · 626-793-1833 · 145 East Walnut Avenue, Monrovia CA 91016

EXHIBIT 2

CONSIGNMENT AGREEMENT

Customer Number:

Consignor:	Elissa Miller, Chapter 7 trustee for the bankruptcy estate of Girardi Keese ("Trustee"), Case No. 2:20-bk-21022-BR ("Bankruptcy Case")
Payable to: (if other)	
Address:	333 South Grand Avenue, Suite 3400 Los Angeles, California 90071
Phone/Cell:	(213) 626-2311
Fax/Email:	Elissa.Miller@gmlaw.com

1. THANK YOU, Elissa Miller, Chapter 7 trustee for the bankruptcy estate of Girardi Keese, Case No. 2:20-bk-21022-BR (the "Consignor") for consigning property (the "Property") to John Moran Auctioneers, Inc. ("Morans") for sale at auction. The Consignor hereby consigns to Morans, as their exclusive agent of sale, the Property identified on the subsequent Inventory Receipts (the "Receipt"). Unless specified on the Receipt, the following terms and conditions apply to all consignments made under this Consignment Agreement (the "Agreement"). This Agreement is subject to the approval of the United State Bankruptcy Court, Central District of California, Los Angeles Division, Case Number 2:20-bk-21022-BR ("Bankruptcy Court").
2. THE CONSIGNOR'S REPRESENTATIONS AND WARRANTIES. The Consignor represents and warrants as follows:
 - a. the Consignor is authorized to consign and sell the Property pursuant to an order to be obtained from Bankruptcy Court ("Approval Order").
 - b. the Property will be sold free and clear of any and all encumbrances, liens, and;
 - c. the Consignor has no information in its possession, custody or control that would lead to a reasonable conclusion that any of the Property is inauthentic or counterfeit;
 - d. title to the Property will pass to the buyer pursuant to the Approval Order; and
 - e. the Property is sold "as is" without representations or warranties.
3. CONSIGNMENT PROCESS. At the time of consignment, Morans will place pre-auction estimates on the Property. These estimates are intended as guides for prospective bidders and are in no way a representation or warranty by Morans as to the anticipated selling price. Estimates are preliminary and Morans shall have absolute discretion to revise them. By consigning the Property, the Consignor gives Morans sole discretion in researching (including third-party consultations), grouping the Property into lots, cataloguing, sale and lot placement, illustration, condition reporting, and marketing pertaining to the Property. Morans makes no warranties with respect to the

authenticity, genuineness, or overall description of the Property and shall not be responsible for any errors or omissions in describing the Property in the catalogue or advertising.. Morans shall retain copyright to any visual, audio or printed media of the Property produced by them. The Consignor authorizes Morans to charge the buyer for Morans's account a commission on each lot sold (the "Buyer's Premium"), which shall be calculated on the following basis, per auction lot:

25% of the first \$500,000

18% from \$500,000 to \$1,000,000

15% over \$1,000,000

*For lots selling on the LiveAuctioneers.com or BidSquare.com platforms, this buyers' premium scale will increase by 5% at each level

Applicable sales tax will be added to the Hammer Price, as defined in Section 4 of this Agreement, plus Buyer's Premium and will be paid by the buyer. The Consignor agrees that none of the buyers' rights, or Morans's rights or obligations, under the Conditions of Sale apply to the Consignor's benefit. In some instances, Morans may pay out of its commissions a fee to any third-party introducing Property or consignors to them, and will be specifically sharing fees received in this matter with ThreeSixty Asset Advisors, LLC

4. SALE CONDUCT AND RESERVES. It is mutually agreed that all Property will be sold (unless agreed to be sold privately or in a marketplace setting) via the highest bid attainable by public auction (the "Hammer Price") pursuant to the terms noted on the Receipt. Morans and Consignor have agreed that Consignor may set reserve prices on the Property, which it shall do in collaboration with Morans. Reserves are not permitted for Property estimated at \$500 and below. All bids to protect the reserve, if any, will be made by Morans's representative on the Consignor's behalf. Morans may lower or remove the reserve at any time up until the item is sold, upon notice received from the Consignor. The Consignor expressly agrees that email or facsimile communication shall be binding as to establishing or reducing reserves or estimates.

It is further understood that Morans may nevertheless sell any Property below its reserve, provided the Consignor receives payment, subject to the terms stated on the Receipt, which the Consignor would have received had that Property been sold at the reserve. In either case, once the Property is sold, the Consignor will net the amount if sold at the reserve unless agreed to otherwise in writing. Morans makes no guarantee with respect to the ultimate sale price, nor is Morans liable for the failure of any lot to reach an agreed reserve or sell within its estimated range.

Should the Property remain unsold and Morans receives an offer following the auction to purchase the Property at a price which Morans and Consignor consider to be representative of market value given the auction response, participation and bidding activity, Morans may sell the Property under the terms provided herein if authorized by Consignor. Otherwise, Morans may elect to reoffer the Property in a future sale with a reduced estimate and reserve to be approved by Consignor. Upon notification in writing (including e-mail) to the Consignor, the Consignor will have two weeks to respond to the re-offer notice. If no response is received, the Consignor will be deemed to have agreed to the revised estimate and reserve.

Consignors, their agents, or their representatives are forbidden from bidding on Property they have consigned. If the Consignor violates this term and subsequently become the successful bidder, Morans will return or re-offer the Property only after any fees due (including Buyer's Premium and Seller's Commission) have been paid.

5. INSURANCE. The Property will be insured at the Consignor's expense (unless otherwise agreed in writing) while on Morans's premises or otherwise under Morans's care and control at the cost of 1% of:
- the mean pre-sale estimate (as indicated on the Receipt);
 - the final bid price if sold; or
 - the reserve if offered on the marketplace or unsold (or if no reserve then ½ the low estimate);

less the amount of any commissions and fees due to Morans. This fee applies whether or not Morans chooses to self-insure.

Morans is not liable for loss or damage to the Property, including, but not limited to, frames and picture glass, resulting from:

- third parties retained by the Consignor, regardless of recommendation;
- conservators, restorers, testers, framers, or other independent contractors employed with the Consignor's consent;
- normal wear and tear or inherent defects in the Property; or
- events beyond Morans's control including, but not limited to, earthquake, flood, fire, government action, riot, power failure, and acts of war or terrorism—including radioactive, chemical, or biological contamination.

In an event resulting in partial loss or damage, and where Morans has accepted responsibility, Morans's liability is limited to the amount of depreciation of the Property. Morans has the sole discretion to determine the diminution of value of the Property. In no event shall Morans be liable for incidental, indirect, special or consequential damages of any nature including, but not limited to, lost profits.

6. BOND. To comply with the provisions of the Bankruptcy Rules applicable in the Central District of California, Morans shall obtain, at the estate's cost, a Bankruptcy Bond, specific to the Property. The amount of the bond shall be \$561,000, and is estimated to cost approx. \$2,800.
7. WITHDRAWALS. No Property may be withdrawn without Morans's consent. Should Morans consent to a withdrawal, before the Property is released, the Consignor shall compensate Morans in an amount equal to twenty percent (20%) of the mean estimate in consideration of forfeited commissions and Buyer's Premium, applicable insurance and illustrations fees, as well as any out-of-pocket expenses incurred by Morans. Morans reserves the right to withdraw any Property from any auction at any time.
8. RESCISSION. All property will be sold "as-is" and "where-is" without any representations or warranties. The Consignor agrees that each lot will be offered will include the following notice:
- "...sold 'as-is, where-is' without any representations or warranties. All sales are final"
- Additionally, each lot will be identified as being sold by the bankruptcy estate of Girardi Keese and that assets will be sold to help pay off creditors.
9. UNSOLD PROPERTY. Any unsold Property that has not been re-consigned for a future auction must be picked up with within sixty (60) days of the last auction. Unsold Property remaining onsite and not consigned to a future

auction will incur a \$100 administration fee and a ten dollar (\$10) per lot, per day storage fee. The Consignor agrees that Morans is not liable for any loss or damage to the Property after the sixty (60) day grace period has ended. Ninety days (90) after the last auction, Morans may elect to sell the Property in accord with provisions of California state law and the UCC unless otherwise agreed. Any sale under this Section 9 shall be without regard to the reserve, and shall be subject to Morans's standard commission rates, unpaid charges, and fees incurred to the Consignor's account. The net proceeds of such a sale shall be then applied to the costs of storage and sale of the Property (including reasonable expenses and attorney fees) and the excess, if any, will be remitted to the Consignor, or, in the event that Morans is not able to locate or contact the Consignor, disposed of as required by law.

Unless otherwise agreed to in writing, the Consignor is responsible for the cost of the return of any unsold property.

10. SELLER'S COMMISSION. For Morans's services, the Consignor agrees to pay to Morans a "Seller's Commission" of 0%.
11. SELLER'S EXPENSES. In addition to any other fees or expense reimbursements defined herein, Consignor agrees to reimburse Morans for sale related expenses, which are estimate as follows: GIA Certificate for the 14 carat earrings, est. at \$1,300, Armored Transportation est \$750, Security est. at \$3,200, Marketing, capped at \$10,400.
12. SALE SETTLEMENT. Upon payment by the buyer, Morans shall release to the Consignor the gross proceeds of sale (being the Hammer Price, Buyer's Premium and any applicable taxes) for sold Property seven (7) days from each respective auction date. Sums of additional proceeds collected after the initial remittance, will be remitted to the Consignor every 7 days thereafter. Payments made by wire transfer may incur additional bank fees. Morans assumes no responsibility for and is under no obligation to sue or otherwise enforce, payment by any buyer. No later than 21 days after the auction, Morans shall prepare and submit to the Consignor an auction report which will include: The lot number and description of each item sold, the date of sale, sale price, name, address and telephone number of purchaser; the gross proceeds from the sale, a statement that the gross proceeds have been turned over to the Consignor, and a descriptive list of the items that were not sold but which are to be returned to the Consignor. All proceeds of the sale, including the buyer's premium shall be remitted to the Consignor. Upon receipt and review of the auction report, Consignor shall pay Morans for any fees and expenses required and provided for within this Agreement in accordance with the authorization of the US Bankruptcy Court.
13. ENDANGERED SPECIES. Any Property made of or incorporating endangered or protected species or wildlife that is in violation of federal or state laws may not be publicly sold. The Consignor is aware of such restrictions and agrees that Morans is not liable if such Property is withdrawn by Morans or is otherwise confiscated by state or federal agencies.
14. ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
15. GOVERNING LAW. The rights and obligations of the parties with respect to this Agreement and the conduct of the auction shall be governed and interpreted by the laws of the State of California.
16. DISPUTES. The Bankruptcy Court for the Bankruptcy Case shall have sole jurisdiction to resolve all disputes relating to this Agreement and the sale of any Property.

- 17. SEVERABILITY. Should any of these conditions be deemed unenforceable, invalid, or illegal in any court having jurisdiction, that part shall be severed from this Agreement and shall have no effect on the enforceability of the remaining provisions contained herein, which shall remain valid to the fullest extent permitted by law.
- 18. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The Consignor may not assign its rights or obligations hereunder without the prior written consent of Morans.
- 19. AMENDMENT AND MODIFICATION. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- 20. WAIVER. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 21. INTERPRETATION; HEADINGS. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 22. SIGNATORY / LEGAL REPRESENTATIVE. Please indicate by initialing the appropriate section below if you are either the legal representative of an estate, trust, or corporation or acting as an agent for the Consignor and write the legal name of the principal.

I am acting on behalf of an estate, trust, or corporation: _____ (initial)

Name and type of entity: _____

I am an agent for the Consignor: _____ (initial)

Consignor's name: _____

- 23. USE OF NAME AND/OR TITLE. The Consignor authorizes Morans to use the following name(s) for promotional purposes.

Name: _____

I have read and agree to this Agreement and acknowledge receiving of a copy of the accompanying Receipt.

Consignor's Name

Date

First and Last Name, Title
John Moran Auctioneers, Inc.

Date

EXHIBIT 3

Bond Number: 0817387

AUCTIONEER BOND

KNOW ALL MEN BY THESE PRESENTS that we, JOHN MORAN AUCTIONEERS, INC. (hereinafter called Principal), as Principal, and the HARCO NATIONAL INSURANCE COMPANY, its home office in Raleigh, Nc 27605 (hereinafter called Surety), as Surety, are held and firmly bound unto the UNITED STATES OF AMERICA (hereinafter called Obligee), in the full and just sum of FIVE HUNDRED SIXTY ONE THOUSAND AND NO/100 (\$561,000.00) Dollars, for the payment of which, well and truly to be made, the Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

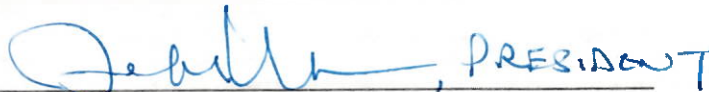
NOW THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully account for all money, assets and effects of bankruptcy case, GIRARDI KEESE; CASE #2:20-BK-21022-BR, in which the Principal is serving as auctioneer, then this obligation to be void; otherwise to remain in full force in effect.

The liability of the Surety hereunder shall not exceed the aggregate sum of FIVE HUNDRED SIXTY ONE THOUSAND AND NO/100 (\$561,000.00) Dollars, for all claims asserted against this bond.

This bond shall remain in full force and effect from AUGUST 25, 2022 to AUGUST 25, 2023.

SIGNED AND SEALED THIS 25TH day of AUGUST, 2022.

JOHN MORAN AUCTIONEERS, INC.

By: , PRESIDENT

HARCO NATIONAL INSURANCE COMPANY

By: 
CATHERINE C. KEHOE, ATTORNEY-IN-FACT



International Sureties, Ltd.
701 POYDRAS Street
SUITE 420
NEW ORLEANS, LA 70139
504-581-6404
504-581-1876 - FAX

Thursday, August 25, 2022

INVOICE

STEPHAN SWAN
JOHN MORAN AUCTIONEERS, INC.
145 W. WALNUT AVE.
MONROVIA, CA 91016

PHONE - (626) 628-9332
FAX - (626) 798-2079
eMAIL -

SINGLE SALE AUCTIONEER BANKRUPTCY BOND - GIRARDI KEESE; CASE #2:20-BK-21022-BR

Bond Amount \$ 561,000

Bond # 0817387

TERM: 08/25/22 to 08/25/23

BALANCE DUE \$ 2,955.00

PLEASE REMIT UPON RECEIPT

PLEASE PUT BOND NUMBER ON CHECK !
PLEASE MAKE CHECKS PAYABLE TO INTERNATIONAL SURETIES, LTD.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198098-016083

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephen Beahm; Andrea Becker; Darlene A. Bornt; Roxanne Craven; Sara S. DeJarnette; Kristine Donovan; Elizabeth C. Dukes; Clark P. Fitz-Hugh; R. Tucker Fitz-Hugh; Candice T. Gros; David C. Joseph; Elizabeth W. Kearney; Catherine C. Kehoe; Conway C. Marshall; Jessica Palmeri; Margaret Schatzman; Elizabeth Schott; Linda C. Sheffield

all of the city of New Orleans state of LA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25TH day of AUGUST, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT 4



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
8/25/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY United Agencies 301 E. Colorado Blvd., #200 Pasadena, CA 91101		PHONE (A/C, No, Ext): (626) 449-6310	COMPANY Underwriters at Lloyd's London 115 S. LaSalle Street Chicago, IL 60603	
FAX (A/C, No): (626) 799-9179		E-MAIL ADDRESS:		
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: JOHNMOR-01		License # 0252636		
INSURED John Moran Auctioneers, Inc 145 E. Walnut Avenue Monrovia, CA 91016	LOAN NUMBER		POLICY NUMBER K22G7077	
EFFECTIVE DATE 6/1/2022		EXPIRATION DATE 6/1/2023		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Fine Arts & Jewelry - While at designated locations				\$5,000,000	5,000
In Transit - Hand Carry				\$1,000,000	5,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The Bankruptcy Estate of Girardi Keese Case no. 2-20-bk-21022BR	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Charlie Russell</i>			

EXHIBIT 5

Jeffrey John Moran

145 East Walnut Ave., Monrovia, CA 91016 jeff@johnmoran.com mobile: 626-485-0197

Experience

John Moran Auctioneers, Incorporated, Monrovia, CA June 1986 - Present
President & Auctioneer – Over 100 million in sales in last five years.

Manage daily operations of a 50-year-old, family-owned auction company.
Nurture existing client relationships and develop new client contacts.
Negotiate commission sales of fine art and antiques.
Develop and implement cost-effective marketing strategies to counter competition.
Expand and embrace new technology in the marketing and sale of old-world objects.
Provide market valuations and inventories for client property.
Maintain a challenging, yet positive work environment for my staff.
Develop and implement an enriching internship program.
Collaborate with art conservators and historians to preserve research and exhibit American art.
Reduce operating expenses while increasing company's net profitability.

Los Angeles County Sheriff's Department October 1989 – Present
Training Officer/Reserve Deputy Sheriff – Over 1000 career operations.

Altadena Mountain Rescue Team – Responsible for coordinating searches and rescues in the San Gabriel Mountains and assists to other operations in areas within Los Angeles County. Integrate with multi-agency responses to major accidents. Training Officer: Schedule weekly and monthly trainings for 25 team members. Prepare Team for annual accreditation in technical peer evaluation. Test and evaluate each team member for proficiency on annual basis.
Rescue systems analysis/test new equipment and procedures to increase safety and efficiency.

Emergency Operations Bureau – Diplomatic Protection Unit: Provide protection for visiting dignitaries for State Department. Work aside US Secret Service for highest-level government officials and visiting dignitaries. Counter-Terrorism Unit: Participate in undercover details and trainings, provide security & emergency medical care during in-depth surveillance operations.

Pasadena Museum of California Art April 2005 – January 2017
Board Member

Support PMCA Museum Director and Staff in fulfilling immediate and future goals. Implement and adhere to newly developed strategic plan. Work with Museum Director and other museums in developing/identifying future exhibits. Headed search committee to interview candidates for position of Museum Director. Developed performance-based goals for new Museum Director. Currently working with City of Pasadena to mitigate existing building code and fire zone issues.

Education

Claremont Graduate University - Peter F. Drucker and Masatoshi Ito School of Management, Executive Management Program, MBA Honors Graduate, Claremont, CA, 2011 – 2013.

United States Naval Hospital (Uniformed Services University), *Emergency Medical Course/Live Tissue Program*, Deployment Medicine International, Dr. John Hagmann. Bethesda, MD, August 2009.

New Mexico Tech (Department of Homeland Security), Energetic Materials Research and Testing Center, Technical Instructors Course, *ITRB*, Socorro, NM, December 2007

American Society of Appraisers, *Uniform Standards of Professional Appraisal Practice* (USPAP), CA 2006 (Renewed 2021)

Sotheby Institute for Art/NYU, *Appraisal Certificate Program*, New York, NY, 1996.

University of California, Santa Cruz (Sierra Institute), *Sustainability, Philosophy, and Religion*, Santa Cruz, CA, 1992.

Los Angeles County Sheriff's Academy, *Reserve Deputy Sheriff*, Los Angeles, CA, June 1990

Pasadena City College, *Emergency Medical Technician*, Pasadena, CA, June 1990.

Achievements/Awards

Los Angeles County Sheriff's Department, 30-year service award, November 2020
Mountaineer of the Year Award, Altadena Mountain Rescue Team, 2004
Recognition for Outstanding Service in Search and Rescue, California State Assembly, 1998
Outstanding Development of a Training Program, Mountain Rescue Association, 1998
One of seven authors to rewrite training guidelines for Los Angeles County Search and Rescue Program, 1998.

Presentations/Lectures (partial list)

Morgan Stanley, Doolin Group, *Gardeners, Gifts and Garbage*, January 2019
Morgan Stanley, Doolin Group, *Fakes, Frauds & Forgeries*, Pasadena, January 2018
Wells Fargo Private Client Group, *Fakes, Frauds & Forgeries*, Pasadena, CA 2017
Huntington Library, *Gardeners, Gifts and Garbage*, San Marino, CA November 2016
U.S. Trust, Private Client Group, *Gardeners, Gifts and Garbage*, Irvine, CA October 2015
U.S. Trust, Private Client Group, *Fakes, Frauds & Forgeries*, Irvine, CA March 2015
Morgan Stanley/Doolin Group, *Gardeners, Gifts and Garbage*, Pasadena, 2015
Keck School of Medicine, University of Southern CA, Physician's Family and Friends Group, *Gardeners, Gifts and Garbage*, Los Angeles, CA, November 2012
U.S. Trust, Private Client Group, *Gardeners, Gifts and Garbage*, Pasadena, CA, August 2012
Pasadena Museum of History, *Gardeners, Gifts and Garbage*, Pasadena, CA, May 2012

The Questers, *Gardeners, Gifts and Garbage*, Altadena, CA, May 2012
Pasadena Bar Association, Women's Focus Group, *Gardeners, Gifts and Garbage*, April 2012
La Canada Women's Club, *Recognizing Value*, Altadena, CA, April 2012
San Gabriel Valley Fiduciary Roundtable, *Recognizing Value*, University Club, Pasadena, CA
December 2012

Professional Organizations

National Auctioneers Association
Huntington Library, Society of Fellows
Pasadena Museum of History, Founders Circle
Mountain Rescue Association
Wilderness Medical Association

Jeff Tanenbaum, CAI, CES PRESIDENT

Jeff Tanenbaum entered the asset recovery profession in 1985, immersing himself in all aspects of the business - from operations and marketing, to auctioneering, supervising liquidations and conducting valuations. Handling complex transactions involving multiple asset classes and expansive geographies, Jeff developed the unique capability to see value where others may not, and to craft solutions that maximize value and create win-win results.

Jeff started his career as employee number one at Great American Group (now a division of B. Riley), helping to grow the company until his departure as Executive Vice President in 1994. In 1995, Jeff launched Remarketing Associates which became Tiger Remarketing Services in 2010, and later Tiger Industrial. Tanenbaum served as President of Tiger Industrial and Executive Managing Director of Tiger Capital Group until his departure in 2019.

Jeff founded ThreeSixty Asset Advisors in 2020. The company's mission is to provide healthy and distressed companies with solutions to maximize value from excess and idle assets. The company's consultative approach ensures access to the most effective tools, resources and strategies.

Over his 35-year tenure in the disposition industry, Jeff has participated in thousands of engagements, and personally managed over 1,000 auction and liquidation sale events, working on behalf of such companies as Apple Computer and Mobil Oil, such financial institutions as Wells Fargo and PNC Bank, and such agencies as the US Bankruptcy Court and the FDIC.

Jeff has served both the auction industry and his community, serving on the boards of the Industrial Auctioneers Association and the Southern California Auctioneers Association, as well as on the Boys & Girls Club Board for over 15 years. Tanenbaum has also conducted 100's of benefit auctions, raising millions of dollars for numerous causes throughout the United States.

SELECT PROJECTS:

Apple Computer, Inc.

50+ Auctions of Refurbished Products

ITT Technical Institute (Bankruptcy Estate)

Consolidation and Auctions of Over 100 Locations

Prime Equip

3 Month Liquidation Construction Equipment Rental Fleet

Broadcom

Worldwide Auctions of Excess Electronic Test Equipment



EXPERIENCE:

2020 - Present
ThreeSixty Asset Advisors, LLC
President

2010 - 2019
Tiger Capital Group
Executive Managing Director

2002 - 2005
Tranzon Asset Strategies
Executive Vice President

1995 - 2010
Remarketing Associates, Inc.
President

1985 - 1994
Great American Group
Executive Vice President

MEMBERSHIPS / CERTIFICATIONS:

Designee, Certified Auctioneers
Institute (CAI)

Designee, Certified Estate Specialist
(CES)

Officer, Industrial Auctioneers
Association (former)

Officer, Southern California
Auctioneers Association (former)

Member, National Auctioneers
Association

Education, University of Southern
California

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **APPLICATION BY CHAPTER 7 TRUSTEE FOR AUTHORITY TO JOINTLY EMPLOY THREESIXTY ASSET ADVISORS, LLC AND JOHN MORAN AUCTIONEERS, INC. AS AUCTIONEERS; TO AUTHORIZE PUBLIC SALE BY AUCTIONEER AND TO PAY AUCTIONEER UPON CONCLUSION OF SALE IN ACCORDANCE WITH THE TERMS HEREOF; STATEMENTS OF DISINTERESTEDNESS; DECLARATION IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) August 30, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Attached ECF List

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (*date*) August 30, 2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

<u>Debtor</u> Girardi Keese 1126 Wilshire Blvd Los Angeles, CA 90017-1904	The Honorable Barry Russell U.S. Bankruptcy Court Roybal Federal Building 255 E. Temple Street, Suite 1660 Los Angeles, CA 90012
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Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

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

August 30, 2022

Date

Cheryl Caldwell

Printed Name

/s/Cheryl Caldwell

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)

- **Kyra E Andrassy** kandrassy@swelawfirm.com, lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- **Rafey Balabanian** rbalabanian@edelson.com, docket@edelson.com
- **Michelle Balady** mb@bedfordlg.com, leo@bedfordlg.com
- **Ori S Blumenfeld** oblumenfeld@laklawyers.com, nlessard@laklawyers.com;smcfadden@laklawyers.com
- **Evan C Borges** eborges@ggtriallaw.com, cwinsten@ggtriallaw.com
- **Richard D Buckley** richard.buckley@arentfox.com
- **Steve Burnell** Steve.Burnell@gmlaw.com, sburnell@ecf.courtdrive.com;sburnell@ecf.inforuptcy.com;cheryl.caldwell@gmlaw.com
- **Indira J. Cameron-Banks** indira@cameron-banks.com, tiffany@cameronbanksllaw.com
- **Marie E Christiansen** mchristiansen@vedderprice.com, ecladocket@vedderprice.com,marie-christiansen-4166@ecf.pacerpro.com
- **Jennifer Witherell Crastz** jcrastz@hrhlaw.com
- **Ashleigh A Danker** adanker731@gmail.com
- **Lei Lei Wang Ekvall - DECEASED -** lekvall@swelawfirm.com, lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- **Richard W Esterkin** richard.esterkin@morganlewis.com
- **Timothy W Evanston** tevanston@swelawfirm.com, gcruz@swelawfirm.com;lgarrett@swelawfirm.com;jchung@swelawfirm.com
- **Jeremy Faith** Jeremy@MarguliesFaithlaw.com, Helen@MarguliesFaithlaw.com;Angela@MarguliesFaithlaw.com;Vicky@MarguliesFaithlaw.com
- **James J Finsten** , jimfinsten@hotmail.com
- **James J Finsten** jfinsten@lurie-zepeda.com, jimfinsten@hotmail.com
- **Alan W Forsley** alan.forsley@flpllp.com, awf@fklawfirm.com,awf@fl-lawyers.net,addy.flores@flpllp.com
- **Larry W Gabriel** lgabrielaw@outlook.com, tinadow17@gmail.com
- **Eric D Goldberg** eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com
- **Andrew Goodman** agoodman@andyglaw.com, Goodman.AndrewR102467@notify.bestcase.com
- **Suzanne C Grandt** suzanne.grandt@calbar.ca.gov, joan.randolph@calbar.ca.gov
- **Steven T Gubner** sgubner@bg.law, ecf@bg.law
- **Marshall J Hogan** mhogan@swlaw.com, knestuk@swlaw.com
- **Sheryl K Ith** sith@cookseylaw.com
- **Razmig Izakelian** razmigizakelian@quinnemanuel.com
- **Lillian Jordan** ENOTICES@DONLINRECANO.COM, RMAPA@DONLINRECANO.COM
- **Lewis R Landau** Lew@Landaunet.com
- **Daniel A Lev** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Elizabeth A Lombard** elombard@zwickerpc.com, bknotices@zwickerpc.com
- **Kathleen P March** kmarch@bkylawfirm.com, kmarch3@sbcglobal.net,kmarch@sbcglobal.net
- **Craig G Margulies** Craig@MarguliesFaithlaw.com, Vicky@MarguliesFaithlaw.com;Helen@MarguliesFaithlaw.com;Angela@MarguliesFaithlaw.com
- **Ron Maroko** ron.maroko@usdoj.gov
- **Peter J Mastan** peter.mastan@dinsmore.com, SDCMLFiles@dinsmore.com;Katrice.ortiz@dinsmore.com
- **Edith R. Matthai** ematthai@romalaw.com, lrobie@romalaw.com
- **Daniel J McCarthy** dmccarthy@hillfarrer.com, spadilla@hillfarrer.com;nchacon@hfbllp.com
- **Jack Meyer** jmeyer@ggtriallaw.com
- **Elissa Miller (TR)** CA71@ecfbis.com, MillerTrustee@gmlaw.com;C124@ecfbis.com;cheryl.caldwell@gmlaw.com;cheryl.caldwell@ecf.courtdrive.com
- **Eric A Mitnick** MitnickLaw@aol.com, mitnicklaw@gmail.com
- **Gilbert M Nishimura** gnishimura@snw-law.com, schin@snw-law.com;sgalindo@snw-law.com;ffilimona@snw-law.com
- **Scott Olson** scott.olson@bcplaw.com, scott-olson-2161@ecf.pacerpro.com,ecfsdocket@vedderprice.com,nortega@vedderprice.com

- **Carmela Pagay** ctp@lnbyb.com
- **Leonard Pena** lpena@penalaw.com, penasomaecf@gmail.com;penalr72746@notify.bestcase.com
- **Michael J Quinn** mquinn@vedderprice.com, ecfladocket@vedderprice.com,michael-quinn-2870@ecf.pacerpro.com
- **David M Reeder** david@reederlaw.com, secretary@reederlaw.com
- **Ronald N Richards** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- **Kevin C Ronk** Kevin@portilloronk.com, Attorneys@portilloronk.com
- **Frank X Ruggier** frank@ruggierlaw.com, enotice@pricelawgroup.com
- **William F Savino** wsavino@woodsoviatt.com, lherald@woodsoviatt.com
- **Kenneth John Shaffer** johnshaffer@quinnemanuel.com
- **Richard M Steingard** , awong@steingardlaw.com
- **Philip E Strok** pstrok@swelawfirm.com,
gcruz@swelawfirm.com;1garrett@swelawfirm.com;jchung@swelawfirm.com
- **Terrence Swinson** terrenceswinson@gmail.com
- **Tamar Terzian** tterzian@eppscoulson.com, ecfnofices@eppscoulson.com
- **Boris Treyzon** btreyzon@actslaw.com, sgonzales@actslaw.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Diane C Weil** dcweil@dcweillaw.com, diane.c.weil@Gmail.com,dweil@ecf.inforuptcy.com,alopez@dcweillaw.com
- **Pauline White** pauline@paulinewhite.com
- **Eric D Winston** ericwinston@quinnemanuel.com
- **Christopher K.S. Wong** christopher.wong@arentfox.com, yvonne.li@arentfox.com
- **Robert M Yaspan** court@yaspanlaw.com, tmenachian@yaspanlaw.com
- **Timothy J Yoo** tjy@lnbyb.com