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20 UNITED STATES BANKRUPTCY COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 RIVERSIDE DIVISION

23 In re
24 CITY OF SAN BERNARDINO,
25 CALIFORNIA,
26 Debtor.

Case No. 6:12-bk-28006-MJ

Chapter 9

**NOTICE OF MATERIALS DISTRIBUTED
TO CREDITORS IN CONNECTION WITH
THE HEARING ON CONFIRMATION OF
THE CITY'S CHAPTER 9 PLAN OF
ADJUSTMENT OF DEBTS**

Plan Confirmation Hearing

Date: October 14, 2016
Time: 10:00 a.m.
Place: Courtroom 301
3420 Twelfth Street
Riverside, CA 92501-3819

1 **TO THE HONORABLE MEREDITH A. JURY, UNITED STATE BANKRUPTCY**
2 **JUDGE, AND ALL PARTIES IN INTEREST:**

3 On July 29, 2016, the City of San Bernardino, California (“City”) filed with this United
4 States Bankruptcy Court the:

- 5 1. Third Amended Plan for the Adjustment of Debts of the City of San Bernardino,
6 California (July 29, 2016) (“Plan”);
- 7 2. Third Amended Disclosure Statement With Respect to the Third Amended Plan
8 for the Adjustment of Debts of the City of San Bernardino, California (July 29,
9 2016) (“Disclosure Statement”); and
- 10 3. Appendix of Exhibits in Support of Third Amended Plan and Third Amended
11 Disclosure Statement (July 29, 2016) (Appendix”).

12 On July 29, 2016, the City commenced the mailing of the following to all known
13 creditors of the City: (a) a CD that includes copies of the Plan, Disclosure Statement, Appendix
14 of Exhibits, the Order Approving the Disclosure Statement, and the Notice of Voting
15 Procedures¹ (collectively, the “CD”); and (b) the Notice of: (1) October 14, 2016 Hearing to
16 Consider Confirmation of “Third Amended Plan for the Adjustment of Debts of the City of San
17 Bernardino, California (July 29, 2016”); (2) September 2, 2016 Deadline for Filing Objections to
18 Confirmation of the Third Amended Plan; (3) Other Deadlines; and (4) Effect of Confirmation of
19 the Plan (the “Confirmation Hearing Notice”).²

20 On July 29, 2016, the City commenced the mailing of a solicitation package to creditors
21 eligible to vote on the Plan that includes the CD and Confirmation Hearing Notice, a cover
22 letter,³ a Ballot and a preaddressed return envelope (postage prepaid), and for some voters, one
23 of the following notices:

24
25
26 _____
27 ¹ A copy of the Notice of Voting Procedures is attached hereto as Exhibit 1.

28 ² A copy of the Confirmation Hearing Notice is attached hereto as Exhibit 2.

³ A copy of the solicitation package cover letter is attached hereto as Exhibit 3.

- 1 • A letter from the Official Retiree Committee to holders of Retiree Health Benefit
2 Claims.⁴
3 • A notice to the holders of 1996 Refunding Bonds and 1999 Refunding Certificates
4 of Participation.⁵

5 Holders of Litigation Claims also received a notice directed to them regarding certain
6 insurance coverage issues, either in the general mailing to all known creditors, or in the
7 solicitation package to creditors eligible to vote on the Plan. The notices to holders of Litigation
8 Claims are attached hereto as Exhibits 6 (nonvoting) and 7 (voting).⁶

9
10 Dated: July 29, 2016

STRADLING YOCCA CARLSON & RAUTH, P.C.

11

12

By: /s/ Paul Glassman

13

Paul Glassman

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Fred Neufeld

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Attorneys for the City of San Bernardino, California

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⁴ A copy of the letter from the Official Retiree Committee is attached hereto as Exhibit 4.

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⁵ A copy of the Notice to the holders of 1996 Refunding Bonds and 1999 Refunding Certificates of Participation is attached hereto as Exhibit 5.

27

⁶ Copies of the notices to holders of Litigation Claims are attached hereto as Exhibit 6 (non-voting) and Exhibit 7 (voting).

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EXHIBIT 1

**NOTICE OF VOTING PROCEDURES
REGARDING THE “THIRD AMENDED PLAN FOR THE ADJUSTMENT OF
DEBTS OF THE CITY OF SAN BERNARDINO, CALIFORNIA (JULY 29, 2016)”**

Introduction. The City of San Bernardino has filed its *Third Amended Plan for the Adjustment of Debts of the City of San Bernardino, California (July 29, 2016)* (the “Plan”) with the Bankruptcy Court. The Bankruptcy Court has approved a Disclosure Statement to accompany the Plan. The purpose of the Disclosure Statement and the other materials distributed with the Disclosure Statement is to help creditors that are voting on the Plan make an informed vote to accept or reject the Plan. Capitalized terms that are not defined herein are used as defined in the Plan and Disclosure Statement.

A. Vote Solicitation Procedures

Solicitation Packages. The City is distributing the following documents to all creditors that are entitled to vote on the Plan (the documents constitute the “Solicitation Package”):

- a CD-ROM containing: the Disclosure Statement; the Plan; an Appendix of the Exhibits to the Plan and Disclosure Statement; the Bankruptcy Court order approving the Disclosure Statement; and this Notice of Voting Procedures, which includes the deadline for voting on the Plan and filing objections to confirmation of the Plan, and the voting and tabulation procedures approved by the Bankruptcy Court;
- a paper Ballot for voting on the Plan and a preaddressed return envelope; and
- a cover letter describing the contents of the Solicitation Package and the CD-ROM and providing information about how to obtain hard copies of the materials provided on the CD-ROM at no charge, or view the documents online.

The Solicitation Package sent to City retirees that are the holders of Class 11 Retiree Health Benefit Claims Class will contain a letter from the Official Retiree Committee.

The Solicitation Package sent to the holders of Litigation Claims that are entitled to vote to accept or reject the Plan will include a separate notice referring such holders of Litigation Claims to the discussion of the Litigation Claims and certain excess liability coverage contained in Section IV.A.9. of the Disclosure Statement, and that the following documents relevant to Litigation Claims are attached as exhibits to the Appendix:

- a list of currently pending lawsuits against the City,
- the agreement between the City and the Big Independent Cities Excess Pool Joint Powers Authority (“BICEP”) entitled Master Memorandum of Liability Coverage (the “BICEP Agreement”),
- the Reinsurance Policies related to the BICEP Agreement,
- the claims that the City has given BICEP notice of pursuant to the requirements of the BICEP Agreement, and

- the alternative dispute resolution procedures for negotiating, mediating and settling the Litigation Claims (the “ADR Procedures”).

B. Voting

Unimpaired Classes. Holders of claims in Classes 3, 4, 7 and 8 (certain bond and note holders and CalPERS) are not impaired under the Plan and they are deemed to accept the Plan and will not receive ballots.

Class 10 Consenting Union Claims. Pursuant to the Plan and the settlements between the City and each of the unions representing employees of the City, each Consenting Union will vote a ballot for itself and its members as a Class 13 General Unsecured Claim in the amount stipulated between the City and the Consenting Union. Those amounts are discussed in Section V.A.2.j. of the Disclosure Statement. The number of votes allocated to each Consenting Union Claim for the purposes of determining whether the requisite number of creditors voted to accept the Plan in Class 13 (General Unsecured Claims) shall be the number of City employees that are members of the Union on the Voting Record Date, which is June 16, 2016. In the event that a member of a Consenting Union filed a proof of claim, such proof of claim shall be deemed disputed for voting and feasibility purposes only and shall not be eligible to vote to accept or reject the Plan because such claim is duplicative of the Consenting Union Claim; and any disputes regarding the foregoing shall be resolved during the course of the Plan confirmation process.

Class 11 Retiree Health Benefit Claims. Pursuant to the Retiree Settlement entered into between the Official Retiree Committee and the City, the amount of each Class 11 Retiree Health Benefit Claim will be stated on the Ballot delivered to the holder of the claim. In the event that a retiree filed a proof of claim in a different amount, the amount on the Ballot shall be used for voting tabulation purposes and any discrepancy between the Ballot amount and the proof of claim amount will be addressed in the course of the Plan confirmation process.

Class 1 1996 Refunding Bond Claims and Class 2 1999 Refunding Certificated of Participation Claims. National Public Finance Guaranty Corp., as the deemed holder of the Claims in Class 1 and Class 2, is entitled to vote to accept or reject the Plan. A notice or notices will be sent by U.S. Bank, N.A., as Indenture Trustee, to the Depository Trust Company and posted with Bloomberg and the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access, and to the holders of the 1996 Refunding Bonds and the 1999 Refunding Certificates of Participation (the “***Insured Bonds***”), which shall explain that the Plan does not affect the applicable bond insurance relating to the Insured Bonds or the rights of the holders of the Insured Bonds to be paid their principal or redemption price of, and interest on, the Insured Bonds when due, and shall provide instructions on how such holders can receive, at no cost, electronic or paper copies of the Disclosure Statement, Plan and related materials.

Election of Convenience Class Treatment. The Plan provides that holders of Class 13 General Unsecured Claims entitled to vote may elect to obtain the same treatment for its aggregate of Class 13 General Unsecured Claims as holders of Class 14 Convenience Class Claims – that is, payment of the **lesser** of: (x) the Allowed amount of the Claim; **or** (y) \$100. The Ballots provided to holders of Class 13 General Unsecured Claims voting on the Plan

contain an option to accept such alternative treatment. Notwithstanding a creditor's election to have its aggregate Class 13 General Unsecured Claim paid like a Class 14 Convenience Class Claim, the aggregate Class 13 General Unsecured Claim will be tabulated as having been voted in Class 13.

C. Non-Voting Parties. Except as otherwise provided in the Plan, the Disclosure Statement, or the settlements between the City and its creditor constituencies, any party who has not timely filed a proof of claim and (a) whose claim is not included on the List of Creditors or (b) whose claim is designated in the List of Creditors as disputed, unliquidated or contingent, will not be eligible to vote to accept or reject the Plan.

D. Amount of Claim for Vote Tabulation Purposes

For purposes of tabulation of votes, the amount of an eligible claim voted to accept or reject the Plan will be, as applicable: (1) the fixed liquidated amount of the claim (the "Claim Amount"),¹ as to which a proof of claim was filed on or before the applicable claims bar date and such proof of claim is not subject to a pending objection; or (2) the amount stipulated and agreed by and between the City and the holder of a Claim. If a timely filed proof of claim as to which an objection has not been filed or the City does not dispute (a) does not specify a liquidated claim amount, or (b) the claim is in fact contingent or unliquidated, such contingent or unliquidated claim will be temporarily allowed for voting purposes only in the amount of one dollar (such temporary allowance for voting purposes shall not affect the ultimate allowed amount of the claim). The claim amount set forth in a ballot will not prejudice the rights of the City or any other party in interest to subsequently object to the amount of such claim for allowance and distribution purposes.

E. Vote Tabulation Procedures

Voting Record Date. Each Holder of a Claim within a class that is voting on the Plan is entitled to vote the Allowed amount of such claim as it is held on June 16, 2016 (the "Voting Record Date").

Voting Deadline. The Bankruptcy Court established 4:00 p.m. Pacific Time, Friday, September 2, 2016 as the deadline for voting on the Plan ("Voting Deadline") and/or filing objections to confirmation of the Plan. **In order to be counted for voting purposes, Ballots accepting or rejecting the Plan must be actually received by the ballot tabulator on or before the Voting Deadline** by (a) U.S. Mail, (b) overnight delivery or (c) hand delivery to Rust Consulting/Omni Bankruptcy, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

Multiple Ballots. If, on or before the Voting Deadline, a creditor casts more than one ballot voting the same claim, then the last ballot received prior to the Voting Deadline will supersede any prior ballot(s).

¹ The Claim Amount will include only those liquidated dollar amounts specified in a proof of Claim and will not include any additional contingent or unliquidated amounts. For example, if a proof of claim lists a claim for "\$100 plus accrued interest and attorney's fees," then the Claim Amount will be \$100.

Acceptance/Rejection. If a creditor submits a ballot that (1) fails to indicate whether the creditor accepts or rejects the Plan or (2) purports both to accept and reject the Plan, then such ballot will be counted as a vote to accept the Plan.

Invalid Ballots. The following types of ballots will be disregarded for purposes of tabulating votes to accept or reject the Plan: (1) ballots that are incomplete (other than with respect to acceptance or rejection); (2) ballots that were not received by the ballot tabulator on or before the Voting Deadline; (3) ballots submitted via email, facsimile, or other electronic transmission unless the holder receives the written consent of the City; and (4) ballots purporting to vote one or more claims that are unclassified or not otherwise entitled to vote under the Plan.

All questions as to the validity, form, eligibility (including time of receipt), acceptance, revocation or withdrawal of ballots will be determined by the City and reported to the Bankruptcy Court. The City expressly reserves its rights (but shall not be required to) to (1) contest the validity of any withdrawal of a ballot, (2) reject any ballot not in proper form, the acceptance of which would, in the opinion of the City or its counsel be in violation of the Voting Procedures or any law; and (3) waive the applicability of the Voting Procedures as to any particular Ballot.

Ballot Tabulator. Rust Consulting/Omni Bankruptcy will serve as the City's ballot tabulator to receive and tabulate the ballots for the Plan and prepare the ballot tabulation analysis.

F. Plan Confirmation Hearing

The hearing on confirmation of the Plan (the "Confirmation Hearing") is scheduled for October 14, 2016, at 10:00 a.m. in Courtroom 301 of the United States Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501, before the Honorable Meredith A. Jury, United State Bankruptcy Judge for the Central District of California. The Bankruptcy Court may continue the Confirmation Hearing from time to time, and notice of such continuance may be limited to a notice filed by the City in the docket on the bankruptcy case.

EXHIBIT 2

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11 Attorneys for Debtor
City of San Bernardino

12
13 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
14 **RIVERSIDE DIVISION**

15 In re:

16 CITY OF SAN BERNARDINO,
CALIFORNIA,

17 Debtor.

Case No. 6:12-bk-28006-MJ

Chapter 9

**NOTICE OF: (1) OCTOBER 14, 2016
HEARING TO CONSIDER
CONFIRMATION OF "THIRD
AMENDED PLAN FOR THE
ADJUSTMENT OF DEBTS OF THE
CITY OF SAN BERNARDINO,
CALIFORNIA (JULY 29, 2016)";
(2) SEPTEMBER 2, 2016 DEADLINE
FOR FILING OBJECTIONS TO
CONFIRMATION OF THE THIRD
AMENDED PLAN; (3) OTHER
DEADLINES; AND (4) EFFECT OF
CONFIRMATION OF THE PLAN**

Plan Confirmation Hearing:

Date and Time: October 14, 2016, 10:00 a.m.

Place: United States Bankruptcy Court
3420 Twelfth Street
Courtroom 301
Riverside, CA 92501

1 **TO ALL CREDITORS OF THE CITY OF SAN BERNARDINO:**

2 **Hearing on Confirmation of the City's Plan for the Adjustment of Debts**

3 **PLEASE TAKE NOTICE THAT** a hearing to consider confirmation of the
4 *Third Amended Plan for the Adjustment of Debts of the City of San Bernardino,*
5 *California (July 29, 2016)* (the "Plan") will commence on **October 14, 2016 at**
6 **10:00 a.m.**, and may be continued from time to time without further notice other
7 than as may be given at the hearing and/or on the docket of the City of San
8 Bernardino's ("City") chapter 9 bankruptcy case (the "Confirmation Hearing").
9 The hearing will be conducted in Courtroom 301 of the U.S. Bankruptcy Court,
10 located at 3420 Twelfth Street, Riverside, CA 92501, the Honorable Meredith A.
11 Jury, United States Bankruptcy Judge, presiding. The Plan may be modified if
12 necessary, prior to, during or as a result of the Confirmation Hearing.

13 **Deadline to File Objections to Confirmation of the Plan**

14 **PLEASE TAKE FURTHER NOTICE THAT**, if you wish to file with the
15 Bankruptcy Court an objection to confirmation of the Plan, you must file such
16 objection **by no later than Friday, September 2, 2016**. The absence of an
17 objection to confirmation of the Plan filed on or before such deadline may be
18 deemed by the Bankruptcy Court to be (i) a waiver of objections to confirmation of
19 the Plan and/or (ii) consent to confirmation of the Plan.

20 **Access to Plan Documents**

21 **PLEASE TAKE FURTHER NOTICE THAT**, on July 7, 2016, the
22 Bankruptcy Court entered an order approving the City's Third Amended
23 Disclosure Statement (July 29, 2016) with respect to the Plan (the "Disclosure
24 Statement"). The order, the Plan, the Disclosure Statement, an Appendix of
25 Exhibits related to the Plan and Disclosure Statement, and a Notice of Voting
26 Procedures, are all on the attached CD enclosed with this Notice. Copies of the
27 Plan, Disclosure Statement, Appendix of Exhibits and Notice of Voting
28 Procedures, all dated July 29, 2016, are available on the docket of the City's

1 bankruptcy case, and copies may also be obtained at the Rust Omni website or you
2 may contact Rust Omni to obtain copies.¹

3 **Deadline to Object to Assumption, Assignment or**
4 **Rejection of Executory Contract or Unexpired Lease**

5 **PLEASE TAKE FURTHER NOTICE THAT** parties to executory
6 contracts or unexpired leases with the City whose contracts or leases are being
7 assumed, assigned or rejected pursuant to the Plan and who wish to object thereto
8 (including an objection to any proposed cure amount) must file their objection with
9 the Bankruptcy Court **by no later than Friday, September 2, 2016**. The absence
10 of an objection filed and served by such deadline may be deemed by the Court to
11 be consent to such assumption, assignment or rejection. The contracts and leases
12 that are being assumed, assigned or rejected under the Plan are listed in Exhibits
13 37, 38 and 39 of the Appendix of Exhibits.

14 **Deadline to Vote to Accept or Reject the Plan**

15 **PLEASE TAKE FURTHER NOTICE THAT**, for creditors who received
16 ballots to vote on the Plan, the Bankruptcy Court set 4:00 p.m. Pacific Time,
17 Friday, September 2, 2016, as the deadline by which completed ballots must be
18 received by the Ballot Tabulator at the following address: Rust Consulting / Omni
19 Bankruptcy, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

20 **Effect of Confirmation of the Plan; the Plan Proposes an Injunction**

21 **PLEASE TAKE FURTHER NOTICE THAT** confirmation of the Plan
22 will have a number of important and binding effects that are provided for in

23 _____
24 ¹ To access the documents on the Rust Omni website, go to <http://www.omnimgt.com>.
25 Under Featured Debtor Cases, select the City of San Bernardino, and then on the City of
26 San Bernardino website select Plan and Disclosure Statement. Select the documents filed
27 on July 29, 2016. You can also contact Rust Omni by phone at (818) 906-8300, by fax at
28 (818) 783-2737, or by mail at Rust Consulting/Omni Bankruptcy, 5955 DeSoto Avenue,
Suite 100, Woodland Hills, California, 91367 (Attention: San Bernardino Bankruptcy
Case Team).

1 Section XI of the Plan. Pursuant to Section XI of the Plan (**including the Release**
2 **contained in Section XI.B., the Injunction contained in Section XI.C. and the**
3 **Settlement contained in Section XI.F.**), the injunction against pursuing the City
4 for claims that are discharged under the Bankruptcy Code is extended to also
5 enjoin creditor recourse against the “Indemnified Parties.” Indemnified Parties are
6 defined under the Plan to mean “the current and former officers and employees of
7 the City who are entitled to Indemnification,” and Indemnification is defined under
8 the Plan to mean “rights of indemnity, defense, reimbursement, and advancement
9 of fees and expenses of current and former officers and employees of the City with
10 respect to any claims or lawsuits brought against such officers and employees by
11 third parties, in each case arising out of an act or omission occurring within the
12 scope of such officer’s or employee’s employment as an employee of the City.” In
13 addition to protecting the City, Section XI of the Plan also has the effect of
14 protecting City officers and employees from personal liability on claims that arose
15 within the scope of their employment prior to confirmation of the Plan.

16 Section X.D. of the Plan provides that all injunctions or stays provided for in
17 the City’s chapter 9 bankruptcy case will continue in effect after the Effective Date
18 of the Plan with respect to the proposed alternative dispute resolution procedures
19 for resolving claims (the ADR Procedures), the determination of the City’s liability
20 (or lack thereof) on any Pre-Confirmation Date Claim, and the allowance or
21 disallowance of any such Pre-Confirmation Date Claims.

22 Section XI.E. of the Plan, entitled Exculpation, provides certain protections
23 from claims for the persons and entities listed in Section XI.E. that participated in
24 the City’s restructuring efforts.

25 All persons and entities that hold claims against the City or the Indemnified
26 Parties that arose prior to confirmation of the Plan are subject to the provisions of
27 Section XI of the Plan.

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1 Dated: July 29, 2016 STRADLING YOCCA CARLSON & RAUTH, P.C.

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By: /s/ Paul Glassman
Paul Glassman
Fred Neufeld
Attorneys for the City of San Bernardino, California

EXHIBIT 3

NOTICE TO CREDITORS OF THE CITY OF SAN BERNARDINO
RECEIVING THE ENCLOSED BALLOT AND CD OF ADDITIONAL MATERIALS

You are receiving the enclosed materials because you are eligible to vote to accept or reject the “Third Amended Plan for the Adjustment of Debts of the City of San Bernardino, California (July 29, 2016)” (the “Plan”). The Plan and the additional materials discussed below are included in the enclosed CD. All of the materials on the CD are also available at the Rust Omni website¹ and in the Bankruptcy Court docket of the City of San Bernardino’s (“City”) chapter 9 bankruptcy case. The documents appear in the Bankruptcy Court’s docket as having been filed on July 29, 2016. You can also request copies of the documents from Rust Omni.²

The City is requesting that, after you carefully review the materials on the CD, you fill out the Ballot, vote to accept the Plan, and return the ballot to the Ballot Tabulator so that it is received by the Ballot Tabulator before September 2, 2016, at 4:00 p.m. (Pacific Time). As described in the opening pages of the enclosed Disclosure Statement, the Plan represents a major step forward for the City in its efforts to exit bankruptcy and breathe new life into the City’s economy. All of the City’s principal creditor constituencies that initially opposed the City’s restructuring efforts now support the Plan. That includes the City’s police, fire and other unions, the official Retirees Committee, the California Public Employees’ Retirement System (“CalPERS”) and the holders of the City’s bonds. As part of the Plan, the City reached a comprehensive settlement with CalPERS, the unions and the Retirees Committee which provides that, if the Plan is confirmed, the City will continue to make its payments and comply with its other obligations to CalPERS, thereby preserving, not reducing, employee and retiree pension benefits. In return, employees have agreed to contribute more to their pension plans and to make certain other employee benefit concessions, and the Retiree Committee has agreed to the restructuring of retiree health benefits changes that went into effect on January 1, 2015 – all to help the City dig out from its financial insolvency. The Plan also has the support of all of the holders of the City’s bonds, and the holders of the City’s pension obligation bonds have agreed to take a substantial reduction on their claims. Under the Plan, the City’s creditors are making substantial sacrifices to help get the City back on its feet. Every dollar of savings from the compromises with the City’s creditors is going into rebuilding the City’s badly depleted infrastructure and modernizing the delivery of municipal services. The City requests that you support those efforts and take the time to fill out this Ballot and vote to accept the Plan.

¹ To access the documents on the Rust Omni website, go to <http://www.omnimgt.com>. Under Featured Debtor Cases, select the City of San Bernardino, and then on the City of San Bernardino website select Plan and Disclosure Statement. Select the documents filed on July 29, 2016.

² You can contact Rust Omni by phone at (818) 906-8300, by fax at (818) 783-2737, or by mail at Rust Consulting/Omni Bankruptcy, San Bernardino Bankruptcy Case, 5955 DeSoto Avenue, Suite 100, Woodland Hills, California, 91367.

The enclosed CD contains:

- The Plan.
- The Third Amended Disclosure Statement (“Disclosure Statement”) regarding the Plan. The Disclosure Statement contains substantial background information regarding the City’s bankruptcy case and what the Plan provides.
- An Appendix of Exhibits that are referred to in the Plan or the Disclosure Statement.
- The Bankruptcy Court’s *Order: (A) Approving Third Amended Disclosure Statement With Respect to the Third Amended Plan for the Adjustment Of Debts (May 27, 2016); And (B) Setting Certain Deadlines Regarding Voting To Accept Or Reject The Third Amended Plan And Related Matters.*
- The Notice of Procedures for Voting to Accept or Reject the Plan.
- If you are deemed by the City to be a holder of a Retiree Health Benefit Claim, the materials will include a letter from the Official Retiree Committee to holders of Retiree Health Benefit Claims, asking such retirees to vote to accept the Plan. If you are deemed by the City to be a holder of a Litigation Claim, the materials will include a separate notice from the City to holders of Litigation Claims.

Date and Time of Plan Confirmation Hearing: The Bankruptcy Court hearing to consider confirmation of the City’s Plan will commence **on October 14, 2016 at 10:00 a.m.**, and may be continued from time to time without further notice other than as may be given at the hearing and/or in the docket of the City’s chapter 9 case. The Bankruptcy Court is located at 3420 Twelfth Street, Riverside, CA 92501, Courtroom 301, the Honorable Meredith A. Jury, United States Bankruptcy Judge, presiding.

DEADLINES

Voting Deadline: Creditors receiving Ballots who want to vote to accept or reject the Plan must return their Ballots by U.S. Mail, by overnight and similar delivery services (*e.g.* FedEx and UPS) or by hand delivery so that the Ballots **are actually received by the Ballot Tabulator no later than 4:00 p.m. Pacific Time, Friday, September 2, 2016**, at the following address: Rust Consulting / Omni Bankruptcy, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367.

Deadline to File Objections to the Confirmation of the Plan: If you wish to file an objection to confirmation of the Plan with the Bankruptcy Court, you must file and serve such objection **by no later than Friday, September 2, 2016**. The absence of an objection to confirmation of the Plan filed and served on or before such deadline may be deemed by the

Court to be (i) a waiver of objections to confirmation of the Plan and/or (ii) consent to confirmation of the Plan.

Deadline to Object to Assumption, Assignment or Rejection of Executory Contract or Unexpired Lease: If you are a party to an executory contract or unexpired lease with the City, and your contract or lease is being assumed, assigned or rejected pursuant to the Plan, and you wish to object thereto (including objecting to any proposed cure amounts), you must file your objection with the Bankruptcy Court **by no later than Friday, September 2, 2016**. The absence of an objection filed and served by such deadline may be deemed by the Court to be consent to such assumption, assignment or rejection. The contracts and leases that are being assumed, assigned or rejected under the Plan are listed in Exhibits 37, 38, and 39 of the Appendix of Exhibits.

The City of San Bernardino, California

EXHIBIT 4

**LETTER FROM THE OFFICIAL COMMITTEE OF RETIRED
EMPLOYEES OF THE CITY OF SAN BERNARDINO, CALIFORNIA**

Dear City of San Bernardino Retiree with lost health benefits and/or other pre-petition claims:

As you may be aware, an Official Committee of Retired Employees (“Committee”) was appointed by the Bankruptcy Court to represent the interests of the retired employees (“Retirees”) of the City of San Bernardino (“City”) in the City’s Chapter 9 bankruptcy case. The Committee has spent the past few years negotiating with the City with the fundamental focus being the preservation of your CalPERS pension benefits. As a result, the City and the Committee reached a settlement agreement (the “Agreement”), a copy of which is attached.

Under the Agreement, the City has agreed not to impair the City’s obligations to CalPERS. Therefore, your CalPERS pension benefits will not be altered in any way by the Third Amended Plan for the Adjustment of Debts (“Plan”). However, as certain sacrifices had to be made by most creditors in the bankruptcy case in order for the City to have enough funds to maintain municipal services for its citizens, the Plan adversely affects Retirees like you who had received medical benefits from the City in the past.

With respect to your medical benefits that were reduced and then eliminated by the City, the Plan provides that you will receive a small, lump sum payment estimated to be just under 1% of the amount of your total claim. This cash payment will be paid on the effective date of the Plan. Although this payment is not what we would have liked to have secured for Retirees, this was the best deal that could be negotiated with the City and, in fact, were the same terms that the retirees agreed to in the City of Stockton bankruptcy case when Stockton eliminated their healthcare benefits.

The Committee believes it is in the best interest of Retirees with lost health benefits to support the Plan. Moreover, the City of San Bernardino Retired Public Employees Association supports the Plan and urges all retirees with claims to vote in favor of it. If the Plan is not approved, we run the substantial risk that the City may have to substantially reduce your CalPERS pension benefits in order to settle all claims.

The Committee urges you to review the Plan and the Third Amended Disclosure Statement (“Disclosure Statement”) – copies of which are provided on a computer CD-ROM accompanying this letter – and recommends that you vote in favor of the Plan. The parts of the Plan and Disclosure Statement most related to the treatment of retiree health benefit claims are: (1) Disclosure Statement pages 1-2, 8, 9, 24-27, 36, 78-80, and 110-111; and (2) Plan pages 10, 14, 15, 18-19, and 25-27.

With this letter, you will also receive: (a) the notice of confirmation hearing, plan voting deadline, and deadline for filing objections to the Plan; and (b) a ballot. You need to vote and submit your ballot following the instructions listed on the ballot. In order for your vote to be counted, the Ballot Tabulator must actually receive it on or before **4:00 p.m. (Pacific Time), Friday, September 2, 2016.**

If you have any questions concerning your vote on the Plan or the benefit you will receive, you may contact counsel for the Committee, Anne Uyeda, telephone 949-369-3700, or Committee members Michael Billdt, telephone 909-747-5297, and Barbara Pachon, telephone 951-205-7563. In addition, if you have questions concerning the amount of the claim that is listed on your individual ballot, you may contact Helen Tran, Interim Director of Human Resources for the City of San Bernardino, at 909-384-5161.

The Committee will also be holding an informational meeting to answer questions about the Plan. This meeting will be held on Thursday, August 18, 2016, from 1:30 p.m. to 4 p.m., at the Norman F. Feldheym Central Library, 555 West 6th Street, San Bernardino, CA 92410 (in the “Bing Wong Auditorium”). A separate notice reminding you of this meeting will also be sent to you.

Sincerely,

OFFICIAL COMMITTEE OF RETIRED EMPLOYEES OF THE CITY
OF SAN BERNARDINO

Robert Simmons, Chairman
Michael Billdt
Barbara S. Pachon

Steve M. Klettenberg
John A. Kramer
Denis Moon
Aaliyah K. Harkley

EXECUTION COPY

Confidential Document Setting Forth Terms of Settlement between the City of San Bernardino ("City") and the Official Committee of Retired Employees of the City of San Bernardino ("Retiree Committee")

RECITALS

WHEREAS, on August 1, 2012, ("Petition Date"), the City filed its chapter 9 Petition for bankruptcy protection (the "Chapter 9 Case") in the United States Bankruptcy Court located in the Central District of California (the "Bankruptcy Court");

WHEREAS, on September 17, 2013, the Bankruptcy Court entered an order for relief and a related order determining that the City had met the chapter 9 eligibility requirements of 11 U.S.C. § § 109 and 921;

WHEREAS, on October 11, 2013, the U.S. Trustee appointed the Retiree Committee, which represents the interests of the retired employees of the City (the "Retirees");

WHEREAS, on June 9, 2014, the mediator appointed in the Chapter 9 Case approved the interim agreement between the California Public Employees' Retirement System ("CalPERS") and the City (the "CalPERS Agreement"), pursuant to which the City agreed to file a chapter 9 plan of adjustment (the Chapter 9 Plan") which would not impair the City's obligations to CalPERS, ratify in full the City's relationship with CalPERS, and would not reject the City's relationship with CalPERS;

WHEREAS, the City and the Retiree Committee have met on several occasions and have exchanged numerous proposals for the purpose of resolving the treatment by the City during the Chapter 9 Case and under the Chapter 9 Plan of retiree healthcare benefits provided to the Retirees ("Retiree Health Benefits"), City contributions to CalPERS and the retention and preservation of the Retirees' CalPERS pension benefits ("CalPERS Pensions"); and,

WHEREAS, the City and the Retiree Committee now wish to memorialize the terms of the agreements set forth below.

SETTLEMENT TERMS

1. The Recitals as set forth above are true and correct and are hereby incorporated herein.
2. Effective January 1, 2015, the City and the Retiree Committee agree that the following modifications shall be made to the Retiree Health Benefits and City contributions relating to the same:

a. **Medicare Eligible Retirees Under the Age of 65** . Retirees in this category shall include all Retirees under the age of 65 as of January 1, 2015 and: (i) who will become eligible for Medicare benefits once the Retiree reaches the age of 65; or (ii) whose spouse or partner will become eligible for Medicare benefits once this individual reaches the age of 65. All Retirees in this category will be eligible to participate in the City's healthcare plans until they reach the age of 65; however: (i) the City will no longer provide a subsidy of \$112 per month; (ii) Retirees will no longer be allowed to participate in a "blended" benefit program with active City employees but will be placed in a Retiree-only healthcare plan; and (iii) in the event that a Retiree opts out of the City's healthcare plans for Retirees, that Retiree will not be eligible to participate in the City's health benefit programs in the future.

b. **Medicare Eligible Retirees Who Are Age 65 and Over.** Retirees in this category shall include Retirees who are age 65 or older as of January 1, 2015 and: (i) who are eligible for Medicare benefits; or (ii) whose spouse or partner is eligible for Medicare benefits or who will become eligible for Medicare benefits once this individual reaches the age of 65. For All Retirees in this category, the City will no longer provide a subsidy of \$112 per month. Also, the City's sponsored healthcare coverage will terminate as of the date of the Retiree's 65th birthday or that Retiree's spouse/partner's 65th birthday (whichever individual is Medicare-eligible); if both the Retiree and the spouse/partner are Medicare eligible, the City's sponsored healthcare coverage will terminate on the earliest date that either reaches the age of 65. Upon termination of healthcare coverage, the City will provide information to the Retirees in this category concerning options to purchase Medicare Supplemental plans and/or managed care plans.

c. **Medicare Ineligible Retirees Under the Age of 65.** Retirees in this category shall include Retirees hired prior to April 1, 1986 who are under the age of 65 as of January 1, 2015, and who are not eligible for Medicare benefits. All Retirees in this category will be eligible to participate in the City's healthcare plans; however: (i) the City will no longer provide a subsidy of \$112 per month; (ii) Retirees will no longer be allowed to participate in a "blended" benefit program with active City employees but will be placed in a Retiree-only healthcare plan; and (iii) in the event that a Retiree opts out of the City's healthcare plans for Retirees, that Retiree will not be eligible to participate in the City's health benefit programs in the future.

d. **Medicare Ineligible Retirees Who are Age 65 and Over.**

Retirees in this category shall include Retirees: (i) hired prior to April 1, 1986; (ii) who are not eligible for Medicare benefits and provide proof to the City of noneligibility; and (iii) who are age 65 or older as of January 1, 2015, or who reach the age of 65 after January 1, 2015 and who satisfy the two previous requirements of this paragraph. All Retirees in this category will be eligible to participate in the City's healthcare plans; however: (i) the Retirees will no longer be allowed to participate in a "blended" benefit program with active City employees, but will be placed in a City healthcare plan for Retirees only; and (ii) in the event that the Retiree opts out of the City's healthcare plans for Retirees, such Retiree will not be eligible to participate in the City's health benefit programs in the future. The City will provide to Retirees in this category a lifetime subsidy equivalent to the difference between the current and future premium for the lowest baseline unblended medical plan for 2014 ("Subsidy"). Any annual increases in the Subsidy shall be capped at two percent (2%) per calendar year. The Subsidy shall be available so long as the Retiree is not eligible to receive Medicare benefits. For calendar year 2015, the City will contribute \$112 per month towards the Subsidy.

3. In order to be eligible for any of the health plans or City Subsidies as defined herein, all Retirees shall be required to timely respond to all requests for information regarding eligibility for certain plans and/or City contributions toward the same. Retirees who fail to provide sufficient information in response to the City's request for eligibility information ("Affected Retirees") may be disqualified from participating in any plans or receiving City contributions. The City shall undertake reasonable efforts to contact Affected Retirees and provide them with a reasonable time and opportunity to respond to the City's request for information prior to any determination to disqualify an Affected Retiree from participating in any plans or received City contributions.

4. The City's modifications to Retiree Health Benefits set forth above and the terms of this settlement agreement are expressly conditioned upon the City's agreement to continue funding, abide by, and fully perform its obligations under its contract with CalPERS (the "CalPERS Contract") and under the CalPERS Agreement.

5. The City retains the discretion to modify, at any time, any of the City sponsored healthcare plans provided to any or all of the Retirees.

6. Pursuant to Resolution No. 2014-369, and for the avoidance of doubt, employees hired on or after January 1, 2013, shall not be eligible to receive City contributions, payments or subsidies for Retiree Health Benefits or premiums.

7. In accordance with Resolution No.2014-158, adopted by the City's Mayor and Common Council on June 19, 2014, all vacation leave accrued on or

after the Petition Date and payable to an eligible Retiree, shall be paid to such eligible Retiree in accordance with the procedures set forth in the Resolution.

8. Chapter 9 Plan.

a) Pursuant to the Chapter 9 Plan, the City will assume and/or reaffirm its CalPERS Contract such that Retirees receiving CalPERS Pensions shall experience no reduction in CalPERS Pensions.

b) All claims against the City with respect to Retiree Health Benefits, whether or not scheduled, filed, deemed filed or otherwise asserted or alleged by or on behalf of Retirees, their spouses, dependents and/or their respective affiliates, that arose or could have arisen prior to the date that the Chapter 9 Plan is confirmed ("Retiree Health Care Claims"), shall be treated as a separate class of unsecured claims in the Chapter 9 Plan and will be discharged in the City's Chapter 9 Case in exchange for the treatment of those claims as provided for in the Chapter 9 Plan, and as provided for in this agreement which shall be incorporated into and made a part of the Chapter 9 Plan, and holders of such claims shall receive, in return, a *pro rata* portion of \$500,000 (which amount shall equal approximately 1% of the allowed amount of the Retiree Health Care Claims).

9. The City shall undertake all reasonable, best efforts to obtain confirmation of the Chapter 9 Plan which: (a) provides for the City to honor its obligations to CalPERS with respect to the payment of CalPERS Pensions to the Retirees; (b) complies with the terms of the CalPERS Agreement; and (c) and incorporates this settlement agreement.

10. The Retiree Committee shall support, and shall take all reasonable actions necessary or reasonably requested by the City to facilitate, confirm and consummate the Chapter 9 Plan that contains the settlement terms contained herein, including, without limitation, the materials distributed to Retirees for voting on the Chapter 9 Plan, including a letter from the Retiree Committee encouraging Retirees to vote in favor of the Chapter 9 Plan.

11. Conditions Subsequent to this Agreement:

a) To the extent that the Chapter 9 Plan creates a separate class of Retiree Health Care Claims, if the class of Retiree Health Care Claims voting on the Chapter 9 Plan fails to vote to accept the Chapter 9 Plan (as acceptance is defined in Bankruptcy Code Section 1126(c)), the obligations of the City under this agreement shall no longer be binding on the City.

b) If the City is unable to confirm its Chapter 9 Plan containing the settlement terms hereof, this agreement shall no longer be binding on the City or the Retiree Committee.

12. The parties hereto agree to execute such other documents, and to take such other actions, as appropriate to implement the terms of this settlement agreement and to exercise and enforce their respective rights hereunder.

13. This agreement is not a solicitation of votes in favor of the Chapter 9 Plan. Unless otherwise agreed to by the parties hereto, this Agreement shall remain confidential until the City (i) files its disclosure statement for the Chapter 9 Plan, or (ii) is required to disclose this agreement in order to obtain the authorization of the City Council to file the Chapter 9 Plan.

14. Nothing in this agreement is intended to affect any post-employment benefit rights of City Water Department retirees paid solely from restricted funds.

15. Each signatory to this agreement represents that he or she is authorized to sign this agreement and thereby bind the entities and persons on whose behalf he or she signs.

AGREED TO AS OF THIS MAY 19, 2015 BY:

**The Official Committee of Retired Employees
of the City of San Bernardino**

By: Robert Z Simmons
Name: Robert Simmons
Title: Chairman of the Retiree Committee

The City of San Bernardino, California

By: _____
Name:
Title:

Confidential Settlement Agreement

12. The parties hereto agree to execute such other documents, and to take such other actions, as appropriate to implement the terms of this settlement agreement and to exercise and enforce their respective rights hereunder.

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15. Each signatory to this agreement represents that he or she is authorized to sign this agreement and thereby bind the entities and persons on whose behalf he or she signs.

AGREED TO AS OF THIS MAY 19, 2015 BY:

**The Official Committee of Retired Employees
of the City of San Bernardino**

By: _____
Name: Robert Simmons
Title: Chairman of the Retiree Committee

The City of San Bernardino, California

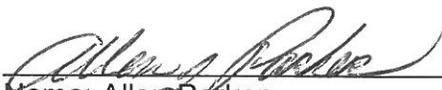
By:  _____
Name: Allen Parker
Title: City Manager

EXHIBIT 5

1 PAUL R. GLASSMAN (State Bar No. 76536)
FRED NEUFELD (State Bar No. 150759)
2 LAURA L. BUCHANAN (State Bar No. 156261)
STRADLING YOCCA CARLSON & RAUTH, P.C.
3 100 Wilshire Blvd., Fourth Floor
Santa Monica, CA 90401
4 Telephone: (424) 214-7000
Facsimile: (424) 214-7010
5 E-mail: pglassman@sycr.com
fneufeld@sycr.com
6 lbuchanan@sycr.com

7 GARY D. SAENZ (State Bar No. 79539)
OFFICE OF THE CITY ATTORNEY
8 300 N. "D" STREET, Sixth Floor
San Bernardino, CA 92418
9 Telephone: (909) 384-5355
Facsimile: (909) 384-5238
10 E-mail: saenz_ga@sbcity.org

11 Attorneys for Debtor
City of San Bernardino

12
13 **UNITED STATES BANKRUPTCY COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
RIVERSIDE DIVISION

15 In re:

16 CITY OF SAN BERNARDINO,
17 CALIFORNIA,

18 Debtor.

Case No. 6:12-bk-28006-MJ

Chapter 9

**NOTICE OF THE CONFIRMATION
HEARING AND OBJECTION DEADLINE
REGARDING THE PLAN (1996 REFUNDING
BONDS AND 1999 REFUNDING
CERTIFICATES OF PARTICIPATION)**

**NOTICE OF THE CONFIRMATION HEARING
AND OBJECTION DEADLINE REGARDING THE PLAN
(1996 Refunding Bonds and 1999 Refunding Certificates of Participation)**

PLEASE TAKE NOTICE THAT:

I. **Approval of Modified Disclosure Statement.** On July 7, 2016, the United States Bankruptcy Court for the Central District of California, Riverside Division (the “*Bankruptcy Court*”) entered an order (the “*Plan Solicitation Order*”) (Dkt. No. 1874), approving the Third Amended Disclosure Statement with Respect to the Third Amended Plan for the Adjustment of Debts (the “*Modified Disclosure Statement*” filed by the “*City*”) for use by the City in soliciting votes on the Third Amended Plan for the Adjustment of Debts of the City of San Bernardino, California (May 27, 2016) (as it may be amended or modified, the “*Plan*”). The Plan Solicitation Order establishes certain deadlines pertaining to voting on, and confirmation of, the Plan.

II. **Confirmation Hearing.** A hearing (the “*Confirmation Hearing*”) to consider confirmation of the Plan will commence on **October 14, 2016 at 10:00 a.m. (Pacific Time)**, before the Honorable Meredith A. Jury, United States Bankruptcy Judge, in the Bankruptcy Court. The Confirmation Hearing may be adjourned or continued from time to time without further notice other than the announcement by the City of the adjourned date(s) at the Confirmation Hearing, or any continued hearing, or as indicated in any notice of agenda of matters scheduled for hearing filed by the City with the Bankruptcy Court. The Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

III. **Bondholders Receiving this Notice.** You have received this notice because you hold, or may hold, beneficially or otherwise, any of the following insured bonds or certificates (collectively, the “*Insured Bonds*”):

Bond Series	Bond Insurer	Plan Class
San Bernardino Joint Powers Financing Authority Lease Revenue Refunding Bonds (City Hall Project) Series 1996	National Public Finance Guarantee Corporation	Class 1
San Bernardino Joint Powers Financing Authority Refunding Certificates of Participation (Police Station, South Valle, and 201 North E Street Projects)	National Public Finance Guarantee Corporation	Class 2

The Plan provides that National Public Finance Guarantee Corporation (“*National*”), as the deemed holder of the claims relating to the respective Insured Bonds listed above, is entitled to vote to accept or reject the Plan as such. Holders of the Insured Bonds are not entitled to vote to accept or reject the Plan. ***Nothing in the Plan affects the applicable bond insurance relating to the Insured Bonds or the rights of the holders of the Insured Bonds to be paid their principal or redemption price of, and interest on, the Insured Bonds when due from the City or National in respect of the Insured Bonds in accordance with the original terms of the relevant transaction documents relating to the Insured Bonds.***

1 IV. **Objections to Confirmation and Objection Deadline.** The deadline to object to
confirmation of the Plan is September 2, 2016 (the “*Objection Deadline*”). Although not entitled
2 to vote to accept or reject the Plan, holders of one or more Insured Bonds may file a statement or
objection with the Bankruptcy Court on or prior to the Objection Deadline in the manner set
3 forth in the Plan Solicitation Order.

4 V. **Plan Appendix.** The City, simultaneously with soliciting this notice, has filed an
Appendix to the Plan and the Modified Disclosure Statement (the “*Plan Appendix*”), which
5 includes definitive documents relating to the Insured Bonds.

6 VI. **Copies of Documents.** The Plan, the Plan Solicitation Order, the Modified
7 Disclosure Statement, any other solicitation materials, and the Plan Appendix may be viewed on
the website of the City’s claims, noticing, and balloting agent, Rust Consulting/ Omni
8 Bankruptcy, at <http://www.omnimgt.com/sblite/cityofsanbernardino>, or a CD-ROM containing
such documents may be obtained by a written request to Rust Consulting/Omni Bankruptcy as
9 follows: Rust Consulting/Omni Bankruptcy, 5955 DeSoto Avenue, Suite 100, Woodland Hills,
CA 91367 (facsimile: (818) 783-2737). In addition, the Plan, the Plan Appendix and the
10 Modified Disclosure Statement are on file with the Bankruptcy Court, and may be reviewed by
accessing the Bankruptcy Court’s website at www.cacb.uscourts.gov. Note that a PACER
11 password and login are needed to access documents on the Bankruptcy Court’s website. A
PACER password can be obtained at www.pacer.psc.uscourts.gov.
12

13 Dated: July 29, 2016

STRADLING YOCCA CARLSON & RAUTH, P.C.

14
15 By: /s/ Paul Glassman
Paul Glassman
16 Fred Neufeld

17 Attorneys for the City of San Bernardino, California
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EXHIBIT 6

**NOTICE TO HOLDERS OF LITIGATION CLAIMS AGAINST THE CITY OF
SAN BERNARDINO REGARDING INFORMATION CONTAINED IN THE
CITY OF SAN BERNARDINO'S THIRD AMENDED PLAN FOR THE
ADJUSTMENT OF DEBTS AND RELATED DISCLOSURE STATEMENT**

The enclosed *NOTICE OF: (1) OCTOBER 14, 2016 HEARING TO CONSIDER CONFIRMATION OF "THIRD AMENDED PLAN FOR THE ADJUSTMENT OF DEBTS OF THE CITY OF SAN BERNARDINO, CALIFORNIA (JULY 29, 2016)"; (2) SEPTEMBER 2, 2016 DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE THIRD AMENDED PLAN; (3) OTHER DEADLINES; AND (4) EFFECT OF CONFIRMATION OF THE PLAN* contains information regarding the hearing to be held in the U.S. Bankruptcy Court in Riverside, California on October 14, 2016 to consider confirmation of the City of San Bernardino's ("City") *Third Amended Plan for the Adjustment of Debts of the City of San Bernardino, California* (the "Plan"), and certain deadlines related to the hearing on confirmation of the Plan.

Enclosed is a CD that includes: the Plan, the Disclosure Statement that the Bankruptcy Court approved with respect to the Plan, the order of the Bankruptcy Court approving the Disclosure Statement, an Appendix of Exhibits, schedules and other documents referenced in the Plan and Disclosure Statement, and certain related materials.

Under the Plan, "Litigation Claims" are defined to mean (a) those lawsuits against the City that are still pending as of the date that an order is entered confirming the City's Plan (the "Confirmation Date"), including those lawsuits that are listed in Exhibit 6 to the Appendix of Exhibits, and (b) those lawsuits that are filed after the Confirmation Date but that arose prior to the Confirmation Date. **You are receiving this additional notice because** either (a) your lawsuit against the City is listed in Exhibit 6 to the Appendix of Exhibits, or (b) you have previously given notice to the City of the possibility that you may file a lawsuit against the City.

The purpose of this notice is to direct your attention to Section IV.A.9. of the Disclosure Statement, pages 46 through 54, which contains a discussion of the Litigation Claims, the Master Memorandum of Liability Coverage (the "BICEP Agreement") between the City and the Big Independent Cities Excess Pool Joint Powers Authority ("BICEP"), and certain Reinsurance Policies related to the BICEP Agreement. The BICEP Agreement and the Reinsurance Policies are attached as Exhibit 5 to the Appendix of Exhibits. A list of Litigation Claims that the City has given BICEP notice of pursuant to the BICEP Agreement is Exhibit 6A in the Appendix of

Exhibits. The Alternative Dispute Resolution Procedures (“ADR Procedures”) that the Plan provides will be used to resolve Litigation Claims is Exhibit 4 in the Appendix of Exhibits.

As described in Section IV.A.9. of the Disclosure Statement, there is a dispute between the City and BICEP regarding the effect of the City’s bankruptcy on BICEP’s obligations under the BICEP Agreement. As a result, there can be no assurance that holders of Litigation Claims will be able to access the coverage provided for in the BICEP Agreement and the Reinsurance Policies.

The City of San Bernardino, California.

EXHIBIT 7

NOTICE TO HOLDERS OF LITIGATION CLAIMS REGARDING
CERTAIN INFORMATION IN THE PLAN AND DISCLOSURE STATEMENT

You are receiving a package of materials to enable you to vote to accept or reject the *Third Amended Plan for the Adjustment of Debts of the City of San Bernardino, California* (the “Plan”) that the City of San Bernardino (“City”) filed with the Bankruptcy Court. The package of materials, some of which is on the enclosed CD, includes the Plan, a Disclosure Statement with respect to the Plan, a Ballot, a Notice of Voting Procedures, and an Appendix of exhibits, schedules and other documents referenced in the Plan and Disclosure Statement.

Under the Plan, “Litigation Claims” are defined to mean (a) those lawsuits against the City that are still pending as of the date that an order is entered confirming the City’s Plan (the “Confirmation Date”), including those lawsuits that are listed in Exhibit 6 to the Appendix, and (b) those lawsuits that are filed after the Confirmation Date but that arose prior to the Confirmation Date. You are receiving this Notice because your lawsuit against the City is listed in Exhibit 6 to the Appendix.

The Disclosure Statement, at Section IV.A.9, pages 46 through 54, contains a discussion of the Litigation Claims, the Master Memorandum of Liability Coverage (the “BICEP Agreement”) between the City and the Big Independent Cities Excess Pool Joint Powers Authority (“BICEP”), and certain Reinsurance Policies related to the BICEP Agreement. The BICEP Agreement and the Reinsurance Policies are attached as Exhibit 5 to the Appendix. A list of Litigation Claims that the City has given BICEP notice of pursuant to the BICEP Agreement is Exhibit 6A in the Appendix. The Alternative Dispute Resolution Procedures (“ADR Procedures”) that the Plan provides will be used to resolve Litigation Claims is Exhibit 4 in the Appendix.

As described in the Disclosure Statement, there is a dispute between the City and BICEP regarding the effect of the City’s bankruptcy on BICEP’s obligations under the BICEP Agreement. As a result, there can be no assurance that holders of Litigation Claims will be able to access the coverage provided for in the BICEP Agreement and the Reinsurance Policies. PLEASE REVIEW THE PLAN AND DISCLOSURE STATEMENT AND THE OTHER DOCUMENTS REFERENCED ABOVE AND CONSULT WITH YOUR ATTORNEY IN CONNECTION WITH DECIDING WHETHER TO ACCEPT OR REJECT THE PLAN.

The City of San Bernardino, 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:

100 Wilshire Blvd., 4th Floor, Santa Monica, CA 90401.

A true and correct copy of the foregoing document NOTICE OF MATERIALS DISTRIBUTED TO CREDITORS IN CONNECTION WITH THE HEARING ON CONFIRMATION OF THE CITY'S CHAPTER 9 PLAN OF ADJUSTMENT OF DEBTS 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 July 29, 2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

The United States trustee will be served electronically by the court to:
United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

ATTORNEYS FOR DEBTOR

Paul R. Glassman pglassman@sycr.com
Fred Neufeld fneufeld@sycr.com
Laura L. Buchanan lbuchanan@sycr.com

Franklin C Adams on behalf of Creditor San Bernardino Associated Governments
franklin.adams@bbklaw.com, arthur.johnston@bbklaw.com;lisa.spencer@bbklaw.com

Franklin C Adams on behalf of Creditor San Bernardino Local Agency Formation Commission
franklin.adams@bbklaw.com, arthur.johnston@bbklaw.com;lisa.spencer@bbklaw.com;

Franklin C Adams on behalf of Big Independent Cities Excess Pool Joint Powers Authority ("BICEP")
franklin.adams@bbklaw.com, arthur.johnston@bbklaw.com;lisa.spencer@bbklaw.com;

Andrew K Alper on behalf of Interested Party Courtesy NEF
aalper@frandzel.com, efiling@frandzel.com;ekidder@frandzel.com

Christian U Anyiam on behalf of Claimant Gustavo Arzola
anyiamlawfirminc@gmail.com, chrisanyiam4law@gmail.com

Thomas V Askounis on behalf of Interested Party Courtesy NEF
taskounis@askounisdarcy.com

Marjorie Barrios on behalf of Raymond Newberry, Patricia Mendoza, Maria Aboytia, Juana Pulido, Jesus Pulido, Jonathan Pulido, Richard Gonzalez Lozada, Melinda McNeal, Bertha Lozada, Mildred Lytwynec, Nicholas Lytwynec, Gloria Basua, and Others Similarly Situated
iecivilaw@gmail.com, mbarrios@mbarrios.com

Marjorie Barrios on behalf of The Estate of Fernando Melgoza
iecivilaw@gmail.com, mbarrios@mbarrios.com

Julie A Belezzuoli on behalf of Defendant California Department of Finance
julie.belezzuoli@kayescholer.com

Julie A Belezzuoli on behalf of Defendant Office of State Controller, State of California
julie.belezzuoli@kayescholer.com

Julie A Belezzuoli on behalf of Defendant Ana J Matosantos

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

julie.belezzuoli@kayescholer.com

Julie A Belezzuoli on behalf of Defendant John Chiang
julie.belezzuoli@kayescholer.com

Anthony Bisconti on behalf of Creditor Certain Retired Employees of the City of San Bernardino
tbisconti@bmkattorneys.com, admin@bmkattorneys.com

Jeffrey E Bjork on behalf of Interested Party Courtesy NEF
jbjork@sidley.com

Michael D Boutell on behalf of Creditor Comerica Bank
mdbell@comerica.com

J Scott Bovitz on behalf of Creditor U.S. TelePacific Corp.
bovitz@bovitz-spitzer.com

John A Boyd on behalf of Interested Party Thompson & Colegate LLP
fednotice@tclaw.net

Jeffrey W Broker on behalf of Creditor The Glen Aire Mobilehome Park Corporation
jbroker@brokerlaw.biz

Laura L Buchanan on behalf of Debtor City of San Bernardino, California
lbuchanan@sycr.com

Michael J Bujold on behalf of U.S. Trustee United States Trustee (RS)
Michael.J.Bujold@usdoj.gov

Christopher Celentino on behalf of Party Erste Europäische Pfandbrief- und Kommunalkreditbank
Aktiengesellschaft in Luxemburg S.A.
celentinoc@ballardspahr.com, burkec@ballardspahr.com

Lisa W Chao on behalf of California Infrastructure and Economic Development Bank
lisa.chao@doj.ca.gov

Shirley Cho on behalf of Interested Party National Public Finance Guarantee Corp.
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Carol Chow on behalf of Interested Parties CMB INFRASTRUCTURE INVESTMENT
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Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On July 29, 2016, I served [or will serve] the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method

for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on July 29, 2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

PRESIDING JUDGE'S COPY

Honorable Meredith A. Jury

U.S. Bankruptcy Court

3420 Twelfth Street, Suite 325

Riverside, CA 92501-3819

Via overnight delivery service with Golden State Overnight (www.gso.com) Delivery Tracking number: 532765457

UNITED STATES TRUSTEE

Office of the United States Trustee (Overnight Delivery Service)

3801 University Avenue, Suite 720

Riverside, CA 92501

Via overnight delivery service with Golden State Overnight (www.gso.com) Delivery Tracking number: 532764062

ATTORNEYS FOR UNITED PACIFIC RAILROAD COMPANY (Via Email)

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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.

July 29, 2016
Date

Christine Pesis
Printed Name

/s/ Christine Pesis
Signature