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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: **OCEANWIDE PLAZA LLC,** Debtor and Debtor in Possession.	Case No.: 2:24-bk-11057-DS Chapter 11 **UNITED STATES TRUSTEE'S OPPOSITION TO APPROVAL OF THE DEBTOR'S COMBINED DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION (DATED FEBRUARY 23, 2026) [Dkt. No. 842]** **Hearing on Plan Confirmation:** Hearing Date: April 9, 2026 Time 10:00 a.m. Place Courtroom 1639 255 E. Temple St. Los Angeles, CA 90012

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TO THE HONORABLE DEBORAH J. SALTZMAN, UNITED STATES BANKRUPTCY JUDGE, DEBTOR, DEBTOR'S COUNSEL, AND ALL PARTIES IN INTEREST:

I. INTRODUCTION

The United States Trustee hereby files this opposition (the "Opposition") to the Debtor's Combined Disclosure Statement and Plan of Liquidation (Dated February 23, 2026) (the "Combined Plan"). The Combined Plan contains provisions that are facially inconsistent with the Bankruptcy Code and controlling Supreme Court and Ninth Circuit precedent.

The specific issues are, first, to the extent that applicable law authorizes exculpation beyond 11 U.S.C. § 1125(e), the exculpation provision (the "Exculpation Clause") is impermissibly broad in contravention of Ninth Circuit precedent. Second, the Plan improperly includes a discharge-like injunction provision for the Debtor in violation of Section 1141(d)(3) because the Plan provides for the liquidation of all or substantially all of the property of the estate. Third, the Plan also includes an impermissible injunction as to a liquidating trust that does not yet exist, on account of future actions that have not yet occurred and presumably impacts creditors as well as third parties who are not even parties to the case. Finally, the Plan cannot be confirmed because there is neither jurisdiction nor any legal basis for the injunction barring claims against non-debtors such as the liquidating trust.

The injunction clause (the "Injunction Clause") reads in the Plan as follows:

> "**12.4. Injunctions.**
> The Confirmation Order shall enjoin the prosecution, whether directly, derivatively, or otherwise, of any Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged, or terminated pursuant to this Plan. Except as provided in this Plan or the Confirmation Order, all Entities that have held, currently hold, or may hold a Claim or other debt or liability or an interest or other right of a Holder of an Equity Interest are permanently enjoined from taking any of the following actions against Debtor, **the Liquidating Trustee**, or any of their property on account of such Claims, debts, or liabilities that are addressed, released, or terminated pursuant to this Plan, or such extinguished interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to Debtor; and (v) commencing or continuing any action in any manner, in any place, that does not comply with or is inconsistent with the provisions of this Plan,

including but not limited to taking such acts against Assets acquired by Purchaser or taking any of the foregoing acts against the Purchaser. Each Holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth herein. The Confirmation Order shall contain specific findings of fact and conclusions of law sufficient to support the injunctions set forth in this Article 12.4., as required under applicable law.

Notwithstanding any other provision of this Plan or the Confirmation Order, nothing herein shall be construed to (i) release, discharge, or enjoin any claim or cause of action by any Entity other than Debtor or the Liquidating Trustee against any other Entity other than Debtor, the Estate, or the Liquidating Trustee, except to the extent such claim or cause of action is derivative of a Claim against Debtor or the Estate, (ii) release any claim or cause of action arising under any insurance policy issued to or for the benefit of Debtor which exists as of the Confirmation Date, or (iii) enjoin any Entity from pursuing any such claims against any insurer or insurance policy. For the avoidance of doubt, the injunction provisions of this Article 12.4. are intended solely to protect Debtor, the Estate, the Liquidating Trustee, and the Purchaser from the assertion of Claims that are addressed by this Plan, and are not intended to affect the rights of non-Debtor parties as against other non-Debtor parties, except to the extent expressly provided herein.."

Plan at 84-85, ¶ 12.4 and Disclosure Statement at 48 ¶ 3 (emphasis added).

The exculpated parties (the "Exculpated Parties") are defined in the Plan as follows:

"**"*Exculpated Parties*"** means each of the following solely in their capacities as such and solely with respect to their conduct in such capacities: (i) Debtor; (ii) all officers, directors, and members of Debtor who served in such capacity at any time on or after the Petition Date; (iii) all employees of Debtor who served in such capacity at any time on or after the Petition Date; and (iv) all agents, attorneys, advisors, accountants, financial advisors, consultants, and other Professionals, solely to the extent such parties acted in any such capacity for the parties identified in clauses (i) through (iii) above on or after the Petition Date. For the avoidance of doubt, "Exculpated Parties" shall not include (a) any parent company, sibling company, subsidiary, or other affiliate of Debtor, (b) any Entity in its capacity as a Holder of a Claim or Equity Interest, or (c) any Entity with respect to conduct occurring prior to the Petition Date."

Plan at 8.

The exculpation clause (the "Exculpation Clause") reads in the Plan as follows:

" **12.5 Exculpation**

Except as otherwise specifically provided for in this Plan, no Exculpated Party shall have or incur any liability for, and each Exculpated Party is hereby exculpated from, solely in its capacity as an estate fiduciary or in connection with its role in the Chapter 11 Case, **any cause of action for any claim related to any act or omission from the Petition Date to the Effective Date in connection with, relating to, or arising out of, Debtor's Chapter 11 Case**, in whole or in part, the

> formulation, preparation, dissemination, and negotiation of this Plan and Disclosure Statement, any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan and Disclosure Statement, the filing of this Chapter 11 Case, the pursuit of Confirmation, **the administration and implementation of this Plan, or distribution of payments made under this Plan or any related act**; provided, however, that the foregoing exculpation shall not apply to (i) any act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any obligation arising under the Plan or any document executed in connection therewith, or (iii) any conduct that occurred prior to the Petition Date. Nothing in this Article 12.5. shall be construed to exculpate any Entity from liability for conduct that is not related to the Chapter 11 Case or the Plan. The Exculpated Parties have, and upon the Consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of, and distribution of, consideration pursuant to this Plan and therefore, are not, and on account of such distributions shall not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan. For the avoidance of doubt, the exculpation set forth in this Article 12.5. is limited to Exculpated Parties acting in their capacities as fiduciaries of the Estate or in connection with the administration of the Chapter 11 Case, and shall not extend to any Entity that does not qualify as an Exculpated Party as defined herein."

Plan at 85, ¶ 12.5 (emphasis added).

II. ARGUMENT

As set forth *infra*, the Debtor's proposed Plan does not muster the necessary language to proceed through the confirmation process. The United States Trustee does not raise these issues prematurely. The Combined Plan cannot be approved because it contains provisions that are patently unconfirmable as a matter of law. A disclosure statement describing a legally impermissible plan cannot be found to contain "adequate information." *See In re Beyond.com Corp.,* 289 B.R. 138, 140 (Bankr. N.D. Cal. 2003).

A. Minimum Disclosure Requirements

Section 1125 of the Bankruptcy Code prohibits the solicitation of acceptances or rejections of a plan from the holder of a claim or interest unless a written disclosure statement, which the court has found to contain adequate information, has first been transmitted to such holder. "Adequate information" is defined as:

> [I]nformation of a kind, and in sufficient detail, as far is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan. . . .

11 U.S.C. §1125(a)(1).

The phrasing of this section indicates that a finding of "adequate information" will be made on a case-by-case basis. No set of guidelines, therefore, could hope to be exclusive or exhaustive. However, there has developed some consensus around a "core" set of factors to be considered in most cases. The leading case setting forth these factors is *In re Metrocraft Publishing Services, Inc.*, 39 B.R. 567 (Bankr. N.D. Ga. 1984).

The *Metrocraft* court found that factors relevant to evaluating the adequacy of a disclosure "may include" the following:

> (1) the events which led to the filing of a bankruptcy petition; (2) a description of the available assets and their value; (3) the anticipated future of the company; (4) the source of information stated in the disclosure statement; (5) a disclaimer; (6) the present condition of the debtor while in chapter 11; (7) the scheduled claims; (8) the estimated return to creditors under a chapter 7 liquidation; (9) the accounting method utilized to produce financial information and the name of the accountants responsible for such information; (10) the future management of the debtor; (11) the chapter 11 plan or a summary thereof; (12) the estimated administrative expenses, including attorneys' and accountant's fees; (13) the collectability of accounts receivable; (14) financial information, data, valuations or projections relevant to the creditors' decision to accept or reject the Chapter 11 plan; (15) information relevant to the risks posed to creditors under the plan; (16) the actual or projected realizable value from recovery of the preferential or otherwise voidable transfers; (17) litigation likely to arise in a non-bankruptcy context; (18) tax attributes of the debtor; and (19) the relationship of the debtor with affiliates.

Metrocraft, 39 B.R. at 568.

Adequate information typically includes information sufficient to allow creditors to make an informed choice regarding the approval or rejection of a plan. *Duff v. United States Trustee* (*In re California Fidelity, Inc.*), 198 B.R. 567, 571 (B.A.P. 9th Cir. 1996). Significantly, while the determination of adequate information is discretionary and factual, a disclosure statement should not be approved if it describes a plan that is patently unconfirmable. *See In re Beyond.com Corp.*, 289 B.R. 138, 140 (Bankr. N.D. Cal. 2003) (facially invalid plan precludes approval of disclosure statement).

Here, the Combined Plan should not be approved to the extent that it describes a Plan that cannot be confirmed due to the inclusion of the overly broad Exculpation Provision and discharge-like Injunction Provision.

B. <u>The Exculpation Clause is Impermissibly Broad in Scope Under Ninth Circuit Precedent</u>.

To the extent exculpation is permissible beyond the provisions of section 1125(e), the Exculpation Clause is impermissible under Ninth Circuit precedent because it is overbroad in scope. The Exculpation Clause purports to cover "any cause of action for any claim related to any act or omission . . . in connection with, relating to, or arising out of, Debtor's Chapter 11 Case." Plan at 85, ¶ 12.5. While the clause includes a temporal limitation from the Petition Date to the Effective Date, the sweeping scope of covered conduct seems to exceed that timeframe. Although most courts that have approved exculpation clauses have held that only estate fiduciaries (*e.g.* trustees, the debtor's officers and directors, official committees and their members, and counsel to estate fiduciaries) may be exculpated[1], the Ninth Circuit in *Blixseth v. Credit Suisse* approved an exculpation provision for a non-estate fiduciary that was "narrow in both scope and time" and "'closely involved' in drafting the Plan." 961 F.3d 1074, 1081 (9th Cir. 2020). In *Blixseth*, the Ninth Circuit considered only whether the exculpation provision at issue could include Credit Suisse, the Debtors' largest creditor. It cited the Third Circuit's decision in *PWS* with approval but noted that "[u]nlike the creditors committee in *PWS*, . . . Credit Suisse . . . does not have an implied fiduciary duty derived from the statute to the participants of the bankruptcy proceedings." *Blixseth*

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[1] *See, e.g., In re Highland Capital Mgmt., L.P.*, 48 F.4th 419, 437 (5th Cir. 2022) ("any exculpation in a Chapter 11 reorganization plan [must] be limited to the debtor, the creditors' committee and its members for conduct within the scope of their duties, 11 U.S.C. § 1103(c), and the trustees within the scope of their duties . . . ."); *In re PWS Holding Corp.*, 228 F.3d 224, 246 (3d Cir. 2000) (court considered whether an official committee of unsecured creditors could be exculpated and held that Section 1103(c) implies both a fiduciary duty and a limited grant of immunity to members of the unsecured creditors' committee); *Patterson v. Mahwah Bergen Retail Grp., Inc.*, 636 B.R. 641, 700-01 (E.D. Va. 2022) ("[e]xculpation is appropriate when it is solely limited to fiduciaries who have served a debtor through a chapter 11 proceeding.") (citing *In re Health Diagnostic Lab. Inc.,* 551 B.R. 218, 232 (Bankr. E.D. Va. 2016)); *In re Washington Mutual, Inc.,* 442 B.R. 314, 350-51 (Bankr. D. Del. 2011) ("[An] exculpation clause must be limited to the fiduciaries who have served during the chapter 11 proceeding: estate professionals, the Committees and their members, and the Debtors' directors and officers."); *In re PTL Holdings LLC,* 2011 WL 5509031 at *12 (Bankr. D. Del. Nov. 10, 2011) ("[t]he exculpation clause here must be reeled in to include only those parties who have acted as estate fiduciaries and their professionals").

v. Credit Suisse, 961 F.3d 1074, 1085 n.8 (9th Cir. 2020). The Ninth Circuit nevertheless approved the extension of exculpation to this non-estate fiduciary because the exculpation provision was "narrow in both scope and time," covering only parties "closely involved" in drafting the plan and involved in the plan approval process. *Blixseth*, 961 F.3d at 1082.

Blixseth arose when a co-founder of the debtor companies objected to the exculpation provision in the joint debtors' plan as against section 524(e). *Id.* at 1082. The *Blixseth* court found that "'litigation and the threat of litigation is and was plentiful.'" *Id.* at 1078 (quoting *In re Yellowstone Mountain Club, LLC*, 460 B.R. 254, 274 (Bankr. D. Mont. 2011). In that context, the Ninth Circuit held that the exculpation clause was narrowly tailored to allow "settling parties—including Credit Suisse, the Debtors' largest creditor—to engage" in negotiation of the bankruptcy proceedings "without fear of subsequent litigation." As such, the Ninth Circuit in *Blixseth* held that the bankruptcy court "had the authority to approve an exculpation clause intended to trim subsequent litigation *over acts taken during the bankruptcy proceedings and so render the Plan viable.*" *Id.* at 1084-1085 (emphasis added).

In contrast, here, the Exculpation Clause far exceeds what is permissible under *Blixseth* because its scope is not "narrow" and is not limited to acts related to the plan formulation and approval process. Specifically, the Exculpation Clause covers "any cause of action for any claim related to any act or omission . . . in connection with, relating to, or arising out of, Debtor's Chapter 11 Case, in whole or in part." Plan at 85, ¶ 12.5. This language sweeps in the entirety of conduct occurring during the Chapter 11 case—not merely the formulation, negotiation, and solicitation of the Plan, which is all that *Blixseth* permits. The clause further extends to "the administration and implementation of this Plan, or distribution of payments made under this Plan or any related act." Plan at 85, ¶ 12.5. These are post-confirmation implementation activities not conduct related to the plan approval process. The catchall phrase "or any related act" broadens the clause still further to cover virtually any action that has any connection to the Plan.

The exculpation clause approved in *Blixseth* was limited to acts of parties "closely involved" in the plan formulation process that would "render the Plan viable." 961 F.3d at 1082, 1084–85. The Debtor's Exculpation Clause, by contrast, is not so limited. The United States Trustee specifically objects to the following language, which should be stricken from the Plan:

> "any cause of action for any claim related to any act or omission . . . **<u>in connection with, relating to, or arising out of, Debtor's Chapter 11 Case, in whole or in part</u>**, the formulation, preparation, dissemination, and negotiation of this Plan and Disclosure Statement, any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan and Disclosure Statement, the filing of this Chapter 11 Case, the pursuit of Confirmation, **<u>the administration and implementation of this Plan, or distribution of payments made under this Plan or any related act</u>**"

Plan at 85, ¶ 12.5 (emphasis added).

The bolded/underlined language is the problem. First, the phrase "in connection with, relating to, or arising out of, Debtor's Chapter 11 Case, in whole or in part" is not limited to the plan formulation and approval process; it encompasses *any* conduct that occurred during the case. Second, "the administration and implementation of this Plan, or distribution of payments made under this Plan or any related act" extends the exculpation to post-confirmation activities that are entirely outside the scope of the plan *approval* process. *Blixseth* approved exculpation only for "acts taken during the bankruptcy proceedings" that were necessary to "render the Plan viable"—i.e., the negotiation, formulation, and solicitation of the plan. 961 F.3d at 1084–85. It did not approve exculpation for the administration of a confirmed plan, the distribution of payments, or "any related act."

As currently drafted, the Exculpation Clause is not "narrow in both scope and time" and is not necessary to "render the Plan viable." 961 F.3d at 1082, 1084–85. For this reason, the Court should not approve the Exculpation Clause in its current form.

The overbreadth of the Exculpation Clause is further compounded by the scope of the "Exculpated Parties" definition, which extends beyond estate fiduciaries to include employees, consultants, and professionals. Although the Ninth Circuit in *Blixseth* approved an exculpation provision for a non-estate fiduciary, it considered only whether the exculpation provision at issue could include Credit Suisse, the debtors' largest creditor. It cited the Third Circuit's decision in *PWS* with approval but noted that "[u]nlike the creditors committee in *PWS*, . . . Credit Suisse . . . does not have an implied fiduciary duty derived from the statute to the participants of the bankruptcy proceedings." *Blixseth*, 961 F.3d at 1085 n.8. The Ninth Circuit nevertheless approved the extension of exculpation to this non-estate fiduciary because the exculpation provision was "narrow in both scope and time," covering only parties "closely involved" in drafting the plan and involved in the plan approval process. *Blixseth*, 961 F.3d at 1082. In that context, the Ninth Circuit held that the exculpation clause was narrowly tailored to allow "settling parties—including Credit Suisse, the Debtors' largest creditor—to engage" in negotiation of the bankruptcy proceedings "without fear of subsequent litigation." *Id.* As such, the Ninth Circuit in *Blixseth* held that the bankruptcy court "had the authority to approve an exculpation clause intended to trim subsequent litigation *over acts taken during the bankruptcy proceedings and so render the Plan viable.*" *Id.* at 1084-1085 (emphasis added). In contrast, the additional parties included here are not so central to the case, nor is the provision necessary to render the Plan viable.

The United States Trustee also objects because the exculpation "deems" parties to have acted in good faith in advance of them even having taken the relevant actions and before any court has made such a finding.

C. **Debtor is Not Entitled to the Discharge-Like Injunction Provision Because It Proposes a Liquidating Plan That Distributes All or Substantially All of the Debtor's Assets, in Violation of Section 1141(d)(3).**

Section 1141(d)(3) states:

> The confirmation of a plan does not discharge a debtor if—
> (A)the plan provides for the liquidation of all or substantially all of the property of the estate;
> (B)the debtor does not engage in business after consummation of the plan; and
> (C)the debtor would be denied a discharge under section 727(a) of this title if the case were a case under chapter 7 of this title.

11 U.S.C. § 1141(d)(3).

This means liquidating corporate debtors do not receive a discharge—a rule explicitly incorporated by Congress within Title 11. Notably, under 11 U.S.C. § 524(a)(2), a discharge order is an injunction that essentially prohibits the same things that the Plan seeks to prohibit through its injunctive provisions. In other words, the Plan seeks to give the same relief that would normally arise under § 524 and that Congress has directly said it will not give to liquidating corporate debtors.

Here, the Plan provides for the liquidation of all or substantially all of the property of the estate. *See generally*, Plan at p.63, ¶36.32 The Plan states that "Following the Effective Date of the Plan, Debtor will dissolve.." *See* Plan at p.63, ¶36.32.

As a result, Debtor will not be engaging in any business after the Effective Date. Disclosure Statement, at 62 of 96 ¶ D ("There shall be no operations post-confirmation"). Despite this, Debtor's Combined Plan indicates that Debtor will receive a discharge-like injunction under the Plan in violation of 11 U.S.C. § 1141(d)(3). Here, although Debtor attempts to persuade the Court that the Injunction Clause is permissible by stating that "The Debtor will not receive a discharge under the Plan," the effect of the Injunction Clause is a discharge-like injunction that effectively grants the Debtor a discharge when no discharge is permissible, necessary, or warranted. *See* Combined Plan at ¶12.4.

A liquidating Chapter 11 plan may not include a discharge-like injunction that effectively grants the debtor a discharge when no discharge is allowed under § 1141(d)(3) because that would circumvent Congressional intent within Title 11. Accordingly, such an injunction would be inconsistent with the Bankruptcy Code and is thus impermissible.

Nor can the Debtor justify the Injunction Clause as merely protecting estate property or implementing an orderly liquidation. Upon confirmation, property of the estate vests pursuant to 11 U.S.C. § 1141(b), and the bankruptcy estate ceases to exist. At that point, there is no bankruptcy estate left to shield through the Court's injunctive authority. A permissible channeling mechanism in a liquidating plan may direct estate causes of action to a liquidating trust for prosecution and distribution; it may not, however, operate as a substitute discharge that permanently bars creditors from enforcing independent claims or rights against the Debtor or non-debtors. The injunction here does not merely centralize estate claims, instead it extinguishes creditor remedies in a manner functionally indistinguishable from a discharge that Congress expressly prohibited under § 1141(d)(3). That is not a matter of plan mechanics; it is a direct conflict with the statutory scheme.

Accordingly, since Debtor's Plan is a liquidating Plan, and Debtor will not engage in business after consummation of the plan, the Court should not approve the discharge-like injunction provision in the Plan.

Moreover, the Plan's provision that "[e]ach Holder of an Allowed Claim shall be deemed to have specifically consented to the injunction" does not constitute actual consent. No Holder is even being asked for their consent to the injunction, the Plan merely provides that they have already done so. The U.S. Trustee reserves his rights to make additional arguments regarding consent if this provision is not removed from the Plan.

Additionally, the proposed Injunction Clause purports to protect not only the Debtor but also the Liquidating Trustee, and at least in some instances, the Purchaser. The provision is not clear as to what the effect will be as to claims against the Liquidating Trustee and the Purchaser, but to the extent they are being shielded from direct claims against them, this provision would constitute a barred non-consensual third-party injunction and cannot be approved.

III. CONCLUSION

WHEREFORE, the U.S. Trustee objects to the Disclosure Statement because it describes a plan that is patently unconfirmable as a matter of law. Specifically, the Combined Plan: (1) contains an Exculpation Clause that is impermissibly broad in contravention of Ninth Circuit precedent and extends beyond estate fiduciaries; (2) includes a discharge-like Injunction Clause for a liquidating debtor in violation of 11 U.S.C. § 1141(d)(3); (3) purports to enjoin claims against non-debtor parties, including a Liquidating Trustee that does not yet exist, without statutory authority or the consent of affected parties; and (4) seeks injunctive relief over claims as to which the Court lacks subject matter jurisdiction. The Court should sustain this objection and require the Debtor to file an amended plan and disclosure statement that eliminates or materially narrows the Exculpation Clause and the Injunction Clause to comply with controlling law.

DATED: March 17, 2026

Respectfully submitted,
PETER C. ANDERSON
UNITED STATES TRUSTEE

__/s/ Noreen Madoyan
By: Noreen Madoyan
Trial Attorney

UNITED STATES BANKRUPTCY COURT
Central District of California Los Angeles

In re: Oceanwide Plaza LLC, Debtor(s).	Case No.: 24-11057 Chapter: 11

PROOF OF SERVICE

I, Tinamarie Feil, state as follows:

I am over the age of 18 and not a party to the above-captioned case. I am employed by BMC Group, Inc., an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Rules 9001(9) and 2002(g)(4) of the Federal Rules of Bankruptcy Procedure.

I declare that on 03/18/2026, as directed by Office of the United States Trustee, true and correct copy(s) of the following document(s) were served on the party(s) listed on the attached exhibit(s) via the mode(s) of service thereon indicated. Such service was performed under my direct supervision, by employees of BMC Group, Inc.

Oceanwide Plaza // Objection to C11 Plan

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

03/18/2026

Tinamarie Feil

Tinamarie Feil
BMC Group, Inc.
Approved Bankruptcy Notice Provider
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Exhibit A - Certificate of Service
Oceanwide Plaza LLC 24-11057

List ID	Name and Address of Served Party	Mode of Service
29160	Bryan Cave Leighton Paisner LLP, Sharon Z. Weiss, 120 Broadway, Suite 300, Santa Monica, CA, 90401-2386, United States of America, sharon.weiss@bclplaw.com	**First Class**
29160	Oceanwide Plaza LLC, 645 W. 9th Street, Unit 110-625, Los Angeles, CA, 90015	**First Class**