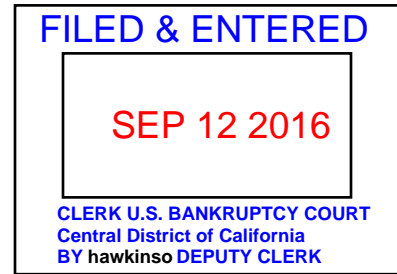


1 KAMALA D. HARRIS
Attorney General of California
2 ERIC M. KATZ
Supervising Deputy Attorney General
3 ALLAN S. ONO (STATE BAR NO. 130763)
H. ALEXANDER FISCH (STATE BAR NO. 223211)
4 Deputy Attorneys General
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5 Los Angeles, CA 90013
Telephone: (213) 897-2609
6 Fax: (213) 897-2802
E-mail: alex.fisch@doj.ca.gov
7 *Attorneys for Plaintiff*
State Water Resources Control Board



8
9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION
11

12 IN RE VIRESHBHAI J. PATEL, 13 14 Debtor.	Case No. 6:14-bk-22849-MJ Chapter 7 Adv. Pro. No. 6:15-ap-01023-MJ
15 CALIFORNIA STATE WATER 16 RESOURCES CONTROL BOARD, 17 Plaintiff, 18 v. 19 VIRESHBHAI J. PATEL, 20 Defendant.	ORDER (1) APPROVING SETTLEMENT AGREEMENT; (2) DISMISSING ADVERSARY PROCEEDING; AND (3) RETAINING JURISDICTION OVER SETTLEMENT AGREEMENT

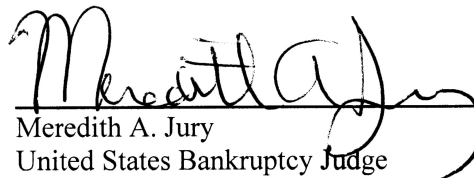
1 This matter came before the Court upon the *Stipulation under Bankruptcy*
2 *Code Section 105(a) and Bankruptcy Rule 7041 for Entry of Order Approving*
3 *Settlement Agreement and Dismissing Adversary Proceeding with Retention of*
4 *Jurisdiction*, filed by the California State Water Resources Control Board and
5 Vireshbhai Patel, and the settlement agreement between the parties attached thereto
6 as Exhibit B (the “Settlement Agreement”). The Court has reviewed the Settlement
7 Agreement and, good cause appearing for the approval thereof, it is hereby
8 **ORDERED** as follows:

9 1. The Settlement Agreement is approved and the Court hereby retains
10 jurisdiction to enforce its terms; and

11 2. the above captioned adversary proceeding is **DISMISSED**.

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26 Date: September 12, 2016


Meredith A. Jury
United States Bankruptcy Judge

1 KAMALA D. HARRIS
Attorney General of California
2 ERIC M. KATZ
Supervising Deputy Attorney General
3 ALLAN S. ONO (STATE BAR NO. 130763)
H. ALEXANDER FISCH (STATE BAR NO. 223211)
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7 *Attorneys for Plaintiff*
State Water Resources Control Board
8

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION
11

12 IN RE VIRESHBHAI J. PATEL, 13 14 Debtor.	Case No. 6:14-bk-22849-MJ Chapter 7 Adv. Pro. No. 6:15-ap-01023-MJ
15 CALIFORNIA STATE WATER 16 RESOURCES CONTROL BOARD, 17 Plaintiff, 18 v. 19 VIRESHBHAI J. PATEL, 20 Defendant. 21 22 23 24	STIPULATION UNDER BANKRUPTCY CODE SECTION 105(a) AND BANKRUPTCY RULE 7041 FOR ENTRY OF ORDER APPROVING SETTLEMENT AGREEMENT AND DISMISSING ADVERSARY PROCEEDING WITH RETENTION OF JURISDICTION

25 Plaintiff State Water Resources Control Board ("State Water Board") and
26 defendant Vireshbhai J. Patel ("Patel") hereby jointly request that this Court enter
27 an order, substantially in the form attached hereto as Exhibit A, approving the
28

1 settlement agreement attached hereto as Exhibit B (the "Settlement Agreement")
2 and dismissing the above captioned adversary proceeding while retaining
3 jurisdiction to enforce the Settlement Agreement.

4 **BACKGROUND**

5 The State Water Board filed its *First Amended Complaint For Non-*
6 *Dischargeability Of Debt Pursuant To 11 U.S.C. § 523 (a)(2)(A) & (B)* (the
7 "Complaint") in the above captioned adversary proceeding on or about March 12,
8 2015 (the "Adversary Proceeding").

9 In the Complaint, the State Water Board alleged, among other things, that
10 Patel induced State Water Board through its Replacing, Removal, and Upgrading
11 Underground Storage Tanks Program ("RUST Program") to make a certain Loan
12 Agreement No. 06-318-550-0 ("Loan") to Shri Ranchhod Corporation ("SRC") to
13 facilitate the removal and replacement of two underground storage tanks located at
14 420 North La Cadena Drive, Colton, CA 92324 ("La Cadena Property"), which
15 Loan was guaranteed by Patel. The State Water Board alleges in the Adversary
16 Proceeding that Patel obtained the Loan by false pretenses and based upon, among
17 other things, certain materially false written statements respecting the financial
18 condition of Patel and SRC, which Patel intended to mislead and induce State
19 Water Board to approve the Loan and subsequent Loan disbursement requests, and
20 upon which State Water Board reasonably relied. In the Complaint, the State Water
21 Board prays for entry of a judgment in an amount not less than \$429,398.

22 Patel denies the allegations in the Complaint.

23 The State Water Board and Patel have agreed to resolve this case on the
24 terms set forth in the Settlement Agreement.

25 **THE SETTLEMENT AGREEMENT**

26 Under the Settlement Agreement, among other things, Patel stipulates to a
27 non-dischargeable judgment in the amount of \$125,000, which will be satisfied in
28 full provided that Patel timely makes seventy-two timely monthly payments to the

1 State Water Board of \$750 per month. Payment is due on the 15th of every month,
2 beginning “the month following Bankruptcy Court approval of th[e] Settlement
3 Agreement.” Settlement Agreement at ¶4. In the event of a payment default, the
4 State Water Board will provide notice of non-payment, which will commence a ten-
5 day payment cure period. If Patel fails to cure such a payment default, the State
6 Water Board is entitled to request that this Court enter the stipulated judgment in
7 the amount of \$125,000 less the amount of all prior timely monthly payments.

8 Patel also agrees that he and his related entities shall not participate in the in
9 the State Water Board administered RUST Program or successor program in any
10 manner.

11 In exchange, the State Water Board releases Patel, his agents, and attorneys
12 from claims predicated on the Loan transaction and facts alleged in the Complaint.

13 DISCUSSION

14 The Settlement Agreement is structured so that if Patel complies with the
15 agreement, he will pay less than the stipulated \$125,000 amount of the judgment
16 and satisfy his obligations to the State Water Board without the entry of any
17 judgment.

18 Among other things, Bankruptcy Rule 7041 incorporates Federal Rule of
19 Civil Procedure 41.¹ Under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the
20 parties may stipulate to the dismissal of an action, and under *Kokkonen v. Guardian*
21 *Life Insurance Co. of America*, 511 U.S. 375 (1994) this Court may retain
22 jurisdiction over the Settlement Agreement. *Id.* at 381.

23
24
25 ¹ Because this is a joint application for dismissal with retention of jurisdiction
26 and because the Adversary Proceeding relates only to the discharge of the Loan
27 obligations, the parties do not believe that this dismissal affects the “debtor’s
28 discharge” generally or is “at the plaintiff’s instance.” See Bankruptcy Rule 7041.
The parties nonetheless are providing notice to the United States trustee, the chapter
7 trustee, and the debtor.

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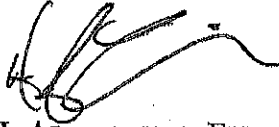
CONCLUSION

The parties request that this Court dismiss the Adversary Proceeding and retain jurisdiction over the Settlement Agreement.

Respectfully submitted,

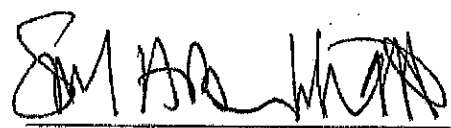
Dated: 9/7/16

KAMALA D. HARRIS
Attorney General of California
ERIC M. KATZ
Supervising Deputy Attorney General



H. ALEXANDER FISCH
Deputy Attorney General
*Attorneys for California State Water
Resources Control Board*

Dated: 9/7/2016



Sunil Brahmhatt
Attorney for Vireshbhai Patel

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EXHIBIT A

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KAMALA D. HARRIS
Attorney General of California
ERIC M. KATZ
Supervising Deputy Attorney General
ALLAN S. ONO (STATE BAR NO. 130763)
H. ALEXANDER FISCH (STATE BAR NO. 223211)
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E-mail: alex.fisch@doj.ca.gov
Attorneys for Plaintiff
State Water Resources Control Board

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

IN RE VIRESHBHAI J. PATEL,

Debtor.

CALIFORNIA STATE WATER
RESOURCES CONTROL BOARD,

Plaintiff,

v.

VIRESHBHAI J. PATEL,

Defendant.

Case No. 6:14-bk-22849-MJ
Chapter 7
Adv. Pro. No. 6:15-ap-01023-MJ

ORDER (1) APPROVING
SETTLEMENT AGREEMENT; (2)
DISMISSING ADVERSARY
PROCEEDING; AND (3)
RETAINING JURISDICTION OVER
SETTLEMENT AGREEMENT

1 This matter came before the Court upon the *Stipulation under Bankruptcy*
2 *Code Section 105(a) and Bankruptcy Rule 7041 for Entry of Order Approving*
3 *Settlement Agreement and Dismissing Adversary Proceeding with Retention of*
4 *Jurisdiction*, filed by the California State Water Resources Control Board and
5 Vireshbhai Patel, and the settlement agreement between the parties attached thereto
6 as Exhibit B (the "Settlement Agreement"). The Court has reviewed the Settlement
7 Agreement and, good cause appearing for the approval thereof, it is hereby

8 **ORDERED** as follows:

9 1. The Settlement Agreement is approved and the Court hereby retains
10 jurisdiction to enforce its terms; and

11 2. the above captioned adversary proceeding is **DISMISSED**.

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EXHIBIT B

1 KAMALA D. HARRIS
Attorney General of California
2 ERIC M. KATZ
Supervising Deputy Attorney General
3 ALLAN S. ONO (STATE BAR NO. 130763)
H. ALEXANDER FISCH (STATE BAR NO. 223211)
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7 Attorneys for Plaintiff
State Water Resources Control Board
8

9 UNITED STATES BANKRUPTCY COURT
10 CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION
11

12 IN RE VIRESHBHAI J. PATEL,

13 Debtor.

Case No. 6:14-bk-22849-MJ

Chapter 7

14 Adv. Pro. No. 6:15-ap-01023-MJ

15 CALIFORNIA STATE WATER
16 RESOURCES CONTROL BOARD,

17 Plaintiff,

SETTLEMENT AGREEMENT

18 v.

19 VIRESHBHAI J. PATEL,

20 Defendant.
21

22 Plaintiff State Water Resources Control Board ("State Water Board") and
23 defendant Vireshbhai J. Patel ("Patel"), collectively, the "Parties", agree to resolve
24 the above adversary proceeding as set forth below ("Settlement Agreement").

25 **RECITALS**

26 WHEREAS, State Water Board filed its First Amended Complaint For Non-
27 Dischargeability Of Debt Pursuant To 11 U.S.C. Section 523 (a)(2)(A) & (B)
28

1 against Patel in the captioned adversary action on or about March 12, 2015
2 (“Action”);

3 WHEREAS, the Action alleged, among other things, that Patel induced State
4 Water Board through its Replacing, Removal, and Upgrading Underground Storage
5 Tanks Program (RUST Program) to make a certain Loan Agreement No. 06-318-
6 550-0 (“Loan”) to Shri Ranchhod Corporation (“SRC”) to facilitate the removal and
7 replacement of two underground storage tanks located at 420 North La Cadena
8 Drive, Colton, CA 92324 (La Cadena Property), which Loan was guaranteed by
9 Patel;

10 WHEREAS, State Water Board alleges in the Action that Patel obtained such
11 inducement by false pretenses and based upon, among other things, certain
12 materially false written statements respecting the financial condition of Patel and
13 SRC by Patel, which Patel intended to mislead and induce State Water Board to
14 approve the Loan and subsequent Loan disbursement requests, and upon which
15 State Water Board reasonably relied;

16 WHEREAS, Patel denies the Action’s allegations;

17 WHEREAS, State Water Board and Patel now wish to resolve the entirety of
18 the Action;

19 **SETTLEMENT AGREEMENT**

20 NOW, THEREFORE, based on the foregoing Recitals, the covenants and
21 agreements contained herein, and for other good and valuable consideration, the
22 receipt and sufficiency of which are hereby acknowledged by the Parties, the
23 Parties hereby agree to resolve the Action as follows:

24 1. Incorporation of Recitals. The foregoing recitals are incorporated herein
25 by this reference.

26 2. Effective Date. The “Effective Date” of the Settlement Agreement is the
27 date by which the Settlement Agreement is approved by the Bankruptcy Court in
28 the above-captioned Action.

1 3. Stipulated Judgment. Patel will and hereby does stipulate to a non-
2 dischargeable judgment ("Judgment") in the Action in the amount of \$125,000.00
3 in favor of State Water Board.

4 4. Payments. Patel will make 72 monthly payments of \$750.00 per month
5 (total \$54,000.00) to State Water Board (which shall be credited against the
6 Judgment amount) commencing the month following Bankruptcy Court approval of
7 this Settlement Agreement.

8 5. Payment Due Date. Payments shall be due on the first of each month
9 starting with the first day for the month following entry of a final order approving
10 this Settlement Agreement and late after the 15th. A 10 percent late charge shall be
11 added to any payment not actually received on or before the 15th of any month,
12 which late charge is intended to compensate State Water Board for the costs of
13 providing the notice and cure period set forth in paragraphs 7 and 8.

14 6. Method of Payment. Payments shall be made payable to the "State
15 Water Resources Control Board" and sent to State Water Board at the following
16 address:

17 State Water Resources Control Board
18 Accounting Office
19 P.O. Box 1402
Sacramento, California 95812-1402

20 7. Notice of Non-Payment. In the event of non-payment by the 15th of the
21 month, State Water Board will give Patel notice at the following E-mail address and
22 U.S. Mail address of non-payment which shall immediately commence a 10-day
23 payment cure period:

24 Vireshbhai J. Patel
25 c/o Sunil Brahmhatt, Esq.
26 E-Mail: sunillaw@yahoo.com;
27 Law Office of Sunil A. Brahmhatt, PLC
28 2700 N. Main Street, Suite #310
Santa Ana, California 92705

1 8. Cure Period. The 10-day cure period set forth in paragraph 7 shall
2 commence immediately from the date of mailing/emailing the notice of non-
3 payment, which 10-day period is not enlarged by reason of service by mail/email.

4 9. Uncured Default.

5 A. In the event of Patel's default on any monthly payment and
6 failure to cure (including the payment of late fees) within the cure
7 period ("Uncured Default"), State Water Board may enforce the
8 Judgment for the full face amount less credit for monthly payments
9 received.

10 B. In the event of Patel's Uncured Default, the Court will enter
11 the Judgment upon application by State Water Board with supporting
12 declaration attesting to Patel's Uncured Default and payment amounts
13 received to date which shall be credited against the Judgment amount.

14 C. Absent an Uncured Default and upon timely payment of all
15 monthly payments (including late fees, if any), State Water Board will
16 deem the Judgment amount satisfied in full.

17 10. Debarment. Patel and any related companies/entities in which he serves
18 as an officer/ partner/director agree are enjoined from participation in the State
19 Water Board administered RUST Program or successor program, if any, as a
20 grantee, loan borrower, or in any other manner.

21 11. **Mutual Limited Release.** Subject to the executory obligations of this
22 Settlement Agreement, the Parties agree and acknowledge the below mutual limited
23 release of claims.

24 A. **Release of State Water Board.** Patel, in consideration of
25 the settlement of the Action and in consideration of the covenants,
26 promises, terms and conditions herein, releases, discharges and
27 covenants not to sue State Water Board and its agents, employees,
28 contractors, and attorneys for any and all claims or causes of action, of

1 every kind and nature whatsoever, predicated upon the Loan
2 transaction and facts alleged in the Action.

3 **B. Release of Patel.** State Water Board, in consideration of
4 the settlement of the Action with Patel and in consideration of the
5 covenants, promises, terms and conditions herein, for itself alone and
6 no other State entity, releases, discharges and covenants not to sue or
7 take administrative action against Patel, his agents and attorneys for
8 any and all claims or causes of action of every kind and nature
9 whatsoever predicated upon the Loan transaction and facts alleged in
10 the Action.

11 **C. Limited Nature.** The Parties agree that the above mutual
12 release is limited to the specific claims and circumstances alleged in
13 the Action.

14 **12. Notices.** Except as otherwise specifically provided in paragraphs 7 and
15 8 above, all notices under this Settlement Agreement may be served by email, hand
16 delivery, overnight mail by a nationally recognized courier service, followed by
17 first class mail, or certified mail, return receipt requested. Notice shall be deemed
18 given when received if served by email, hand delivery, the next business day if
19 served via overnight mail by a nationally recognized courier service, or the date of
20 receipt if served by certified mail, return receipt requested. Notices to the Parties
21 shall be directed as follows unless changed by the Party to be served in writing
22 served as required by this paragraph:

23 To Patel:

24 As set forth in paragraph 7.

25 To State Water Board:

26 i) for change of address or other ministerial matters relating to the
27 administration of payments under this Settlement Agreement:
28

1 Ms. Janice Clemons, RUST Program manager
2 Division of Financial Assistance
3 State Water Resources Control Board
4 P.O. Box 944212
5 Sacramento, California 94244-2120
6 Janice.Clemons@waterboards.ca.gov

7 ii) for legal issues arising under the Settlement Agreement:

8 Julie M. Osborn, Esq, Attorney III
9 Office of Chief Counsel
10 State Water Resources Control Board
11 P.O. Box 100
12 Sacramento, California 95814
13 Julie.Osborn@waterboards.ca.gov;

14 iii) for service of legal process, personally served upon the State Water
15 Board's Office of Chief Counsel as required by law.

16 **13. Sufficiency of Consideration.** The Parties hereto agree and
17 acknowledge the sufficiency of consideration supporting this Settlement Agreement
18 and further agree that this Settlement Agreement is contingent upon Bankruptcy
19 Court approval herein.

20 **14. Jurisdiction.** The U.S. Bankruptcy Court for the Central District of
21 California shall retain jurisdiction to enforce this Settlement Agreement or, in the
22 alternative, State Water Board may choose to have this Settlement enforced by any
23 state or federal court within the State of California and Patel hereby agrees to
24 jurisdiction.

25 **15. No Third Party Benefits.** This Settlement Agreement is made for the
26 sole benefit of State Water Board and Patel, and no other person or entity shall have
27 any rights or remedies under or by reason of this Settlement Agreement, unless
28 otherwise expressly provided for herein.

1 **16. Agreement Not To Be Construed As an Admission.** Nothing in the
2 Settlement Agreement constitutes, or should or shall be deemed to constitute, any
3 admission of any act, fact or liability, with respect to any matters released herein.

4 **17. Good Faith.** The Parties, and each of them, agree to do all things
5 necessary to carry out and effectuate the terms of this Settlement Agreement, and
6 expressly promise not to do or fail to do anything, directly or indirectly, which will
7 interfere with any other Party's realization of the benefits hereof.

8 **18. Further Documents.** The Parties agree to execute and deliver such
9 additional documents as may be reasonably necessary to carry out the provisions of
10 this Settlement Agreement.

11 **19. No Duress.** In entering into the Settlement Agreement, the Parties have
12 received independent legal advice from their own counsel and have relied on their
13 own investigation and upon the advice of their own attorneys with respect to the
14 advisability of making the settlement provided for herein. The Parties acknowledge
15 that they have read the Settlement Agreement and have had it fully explained by
16 counsel and are fully aware of the contents of the Settlement Agreement and its
17 legal effect. The Settlement Agreement is entered into by each Party voluntarily
18 and without any duress or undue influence on the part of any person, entity, firm or
19 corporation.

20 **20. Successors and Assigns.** The Settlement Agreement shall inure to the
21 benefit of, and shall be binding upon, each Party's successors and assigns, if any. .

22 **21. Costs and Fees.** Each party to the Settlement Agreement agrees to bear
23 his/its own costs, expenses and attorneys' fees incurred in connection with this
24 Action.

25 **22. Warranty of Authority.** Each Party to the Settlement Agreement
26 hereto expressly warrants and represents that he/it is fully authorized to enter into
27 the Settlement Agreement and each of its terms, and that he/it has not assigned to
28 any other party or person any claims released herein.

1 **23. Entire Agreement.** The Settlement Agreement embodies the entire
2 understanding of the Parties hereto and each Party hereby represents and warrants
3 that: (i) he/it is not relying on any representations or promises other than those
4 contained herein; and (ii) the Settlement Agreement and the releases provided for
5 herein can be changed, altered or modified in any respect only by an instrument in
6 writing and signed by the Party against whom enforcement of any waiver, change,
7 modification, or discharge is sought.

8 **24. Ambiguity.** Each of the Parties hereto has been represented by counsel
9 in the negotiating and drafting of the Settlement Agreement. Accordingly, the rules
10 of construction of contracts relating to the resolution of ambiguities against the
11 drafting party shall be inapplicable to the Settlement Agreement.

12 **25. Applicable Law.** This Settlement Agreement shall be governed
13 exclusively by and construed and enforced exclusively in accordance with and
14 subject to the laws of the State of California and/or Federal Bankruptcy law as
15 applicable without regard to its choice of law provisions.

16 **26. Severability.** If for any reason any provision contained in the
17 Settlement Agreement is later deemed unenforceable, all remaining terms of the
18 Settlement Agreement shall nonetheless remain fully binding and enforceable on all
19 Parties hereto.

20 **27. Counterparts.** The Settlement Agreement may be executed in multiple
21 originals or counterparts, each of which shall be deemed an original or the
22 equivalent thereof. The counterparts will be binding on each of the Parties, even
23 though the various Parties may have executed separate counterparts. Photocopies
24 or electronically transmitted copies shall be effective as originals for all purposes.

25 IN WITNESS WHEREOF, the Parties have executed this Settlement
26 Agreement on the day and year set forth below.

27 EACH OF THE UNDERSIGNED HAS CAREFULLY READ AND
28 UNDERSTANDS THE CONTENTS OF THE SETTLEMENT AGREEMENT.

1 EACH OF THE UNDERSIGNED HAS REVIEWED THE TERMS OF THE
2 SETTLEMENT AGREEMENT WITH HIS/HER/ITS ATTORNEY. IN SIGNING
3 THE SETTLEMENT AGREEMENT, EACH OF THE UNDERSIGNED IS
4 RELYING ON HIS/HER/ITS OWN INVESTIGATION, JUDGMENT, BELIEF
5 AND KNOWLEDGE AND THE ADVICE OF HIS/HER/ITS COUNSEL AND IS
6 NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS MADE BY
7 ANY OTHER PARTY OR COUNSEL FOR ANY OTHER PARTY TO THE
8 SETTLEMENT AGREEMENT.

9 IT IS SO AGREED.

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STATE WATER RESOURCES
CONTROL BOARD

DEBTOR

Dated: _____

Dated: 6-9-16

DARRIN POLHEMUS
Deputy Director, Division of
Financial Assistance



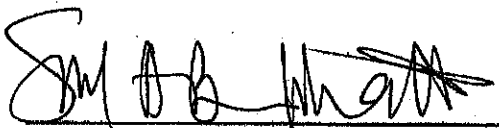
VIRESHBHAI J. PATEL, Debtor

Approved as to form.

Dated: _____

Dated: 6-9-2016

ALLAN S. ONO
Deputy Attorney General



SUNIL BRAHMBHATT, ESQ.
Attorney for Debtor

1 EACH OF THE UNDERSIGNED HAS REVIEWED THE TERMS OF THE
2 SETTLEMENT AGREEMENT WITH HIS/HER/ITS ATTORNEY. IN SIGNING
3 THE SETTLEMENT AGREEMENT, EACH OF THE UNDERSIGNED IS
4 RELYING ON HIS/HER/ITS OWN INVESTIGATION, JUDGMENT, BELIEF
5 AND KNOWLEDGE AND THE ADVICE OF HIS/HER/ITS COUNSEL AND IS
6 NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS MADE BY
7 ANY OTHER PARTY OR COUNSEL FOR ANY OTHER PARTY TO THE
8 SETTLEMENT AGREEMENT.

9 IT IS SO AGREED.

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STATE WATER RESOURCES
CONTROL BOARD

DEBTOR

Dated: 5/9/2016

Dated: _____



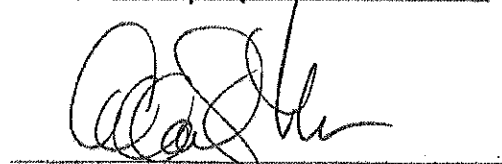
VIRESHBHAI J. PATEL, Debtor

DARRIN POLHEMUS
Deputy Director, Division of
Financial Assistance

Approved as to form.

Dated: 6/9/2014

Dated: _____



SUNIL BRAHMBHATT, ESQ.
Attorney for Debtor

ALLAN S. ONO
Deputy Attorney General

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:

A true and correct copy of the foregoing document entitled (*specify*): STIPULATION UNDER BANKRUPTCY CODE SECTION 105(a) AND BANKRUPTCY RULE 7041 FOR ENTRY OF ORDER APPROVING SETTLEMENT AGREEMENT AND DISMISSING ADVERSARY PROCEEDING WITH RETENTION OF JURISDICTION will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) September 9, 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:

- Sunil A Brahmhatt sunillaw@yahoo.com, G22121@notify.cincompass.com
- Lynda T. Bui (TR) trustee.bui@shblp.com, C115@ecfcbis.com
- H Alexander Fisch Alex.Fisch@doj.ca.gov
- Allan S Ono allan.ono@doj.ca.gov, beatriz.davalos@doj.ca.gov
- United States Trustee (RS) ustpreregion16.rs.ecf@usdoj.gov

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) September 9, 2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Meredith A. Jury
United States Bankruptcy Court
Central District of California
3420 Twelfth Street, Suite 325 / Courtroom 301
Riverside, CA 92501-3819

Service information continued on attached page

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

Service information continued on attached page

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

09/09/16

H. Alexander Fisch

/s/ H. Alexander Fisch

Date

Printed Name

Signature

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