

CASE NO. 20-cv-07967-HSG

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:
PG&E CORPORATION,
-and-
PACIFIC GAS AND ELECTRIC COMPANY,
Debtors.

CASE NO. 20-cv-07967-HSG
Bankruptcy Case No. 3:19-bk-030088 DM
Chapter 11
(Lead Case)
(Jointly Administered)

- Affects PG&E Corporation
- Affects Pacific Gas and Electric
- Company Affects both Debtors

**AGREED MOTION TO SPECIAL MASTER
FOR ESTABLISHMENT OF AN
INDIVIDUAL FIRM QUALIFIED
SETTLEMENT FUND**

**All papers shall be filed in the Lead Case, No. 19-30088 (DM).*

SPECIAL MASTER ORDER NO. 1**Procedure for Filing Qualified Settlement Fund Motions**

This matter comes before the Special Master, the Hon. Ellen Sickles James (Ret.), on the issue of the procedure to be followed when filing motions to establish a qualified settlement fund on an individual firm basis for one or more Fire Victim Claimants, some of who may be minors or adult persons with a disability (“Protected Persons”):

1. When an individual firm determines it would like to establish a qualified settlement fund (which is not a requirement of the Fire Victim Trust), the motion to establish a qualified settlement fund shall be filed with the Special Master. By Order of this Court on December 2, 2020, the Special Master was appointed by the Honorable Haywood S. Gilliam, Jr. to propose, implement and enforce measures and procedures necessary for the protection of the financial interests of Protected Persons in funds disbursed to satisfy their claims and otherwise to protect the interests of such persons consistent with Fed. R. Civ. Proc. 17(c), federal law, the Plan and the Trust Agreement. Pursuant to the aforementioned Order, the Special Master has the authority to take appropriate measures in compliance with the terms of the Plan, Confirmation Order, Trust Documents and applicable law to perform her duties fairly and efficiently, to regulate all proceedings before her and to issue orders necessary to discharge the duties and responsibilities conferred on her. *See* Fed. R. Civ. P. 53(c)(1). More specifically, the aforementioned Order appoints the Special Master with the duty to “[t]o make findings and recommendations for measures to protect the interests of Protected Persons who are Beneficial Owner of Claims and to report such findings to the Claims Administrator and the Trustee, including, in the interests of efficiency, omnibus measures to be generally applicable to disbursements to or on behalf of Protected Persons”, and; “[t]o oversee the implementation of any measures approved by the Court for the protection of Protected Persons and

1 to issue orders enforcing such protective measures.” Accordingly, when an individual firm
 2 determines it would like to establish a qualified settlement fund the following procedure shall be
 3 followed:

4 1) The motion shall be made using the form attached hereto as Exhibit 1;

5 2) The motion shall include a "Related Cases Exhibit" as Appendix A identifying all of the
 6 Fire Victim Claimant ID’s (which filed timely Proof of Claim) for the individual firm arising from
 7 the 2015 Butte Fire, 2017 North Bay Fires, and 2018 Camp Fire [“Included Fires”];

8 3) The motion for establishment of a qualified settlement fund must be filed with the
 9 Special Master directly, must indicate that it is applicable to the Fire Victim Claimant ID’s listed
 10 in the “Related Claims Exhibit” and must bear the following caption:

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 12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14 **OAKLAND DIVISION**

15 **In re:**
 16 **PG&E CORPORATION,**
 17 **-and-**
 18 **PACIFIC GAS AND ELECTRIC COMPANY,**
 19 **Debtors.**

CASE NO. 20-cv-07967-HSG
 Bankruptcy Case No. 3:19-bk-030088 DM
 Chapter 11
 (Lead Case)
 (Jointly Administered)

- 20 **Affects PG&E Corporation**
 21 **Affects Pacific Gas and Electric Company**
 22 **Affects both Debtors**

**AGREED MOTION TO SPECIAL
 MASTER FOR ESTABLISHMENT OF AN
 INDIVIDUAL FIRM QUALIFIED
 SETTLEMENT FUND**

23 **All papers shall be filed in the Lead Case, No.
 19-30088 (DM).*

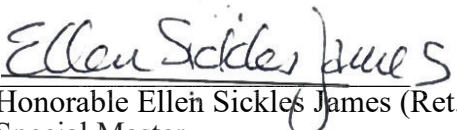
24 4) The “Related Claims Exhibit” (Appendix A) shall then identify all the Fire Victim
 25 Claimant IDs which are being represented by the individual firm.
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1 5) All motions and accompanying documents shall be treated as if filed directly with the
2 Court under seal.

3 6) The Order will be issued under seal and will be provided by the Special Master to counsel
4 of record related to the Fire Victim Claimant IDs to which the corresponding motion pertains.
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7 **IT IS SO ORDERED:**

8 Dated: January 22, 2021


9 Honorable Ellen Sickles James (Ret.)
10 Special Master.
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Exhibit 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

<p>In re:</p> <p>PG&E CORPORATION,</p> <p style="text-align: center;">-and-</p> <p>PACIFIC GAS AND ELECTRIC COMPANY,</p> <p style="text-align: center;">Debtors.</p> <hr/> <p><input type="checkbox"/> Affects PG&E Corporation</p> <p><input type="checkbox"/> Affects Pacific Gas and Electric Company</p> <p><input checked="" type="checkbox"/> Affects both Debtors</p> <p><i>*All papers shall be filed in the Lead Case, No. 19-30088 (DM).</i></p>	<p>CASE NO. 20-cv-07967-HSG</p> <p>Bankruptcy Case No. 3:19-bk-030088 DM</p> <p>Chapter 11</p> <p>(Lead Case)</p> <p>(Jointly Administered)</p> <p>AGREED MOTION TO SPECIAL MASTER FOR ESTABLISHMENT OF AN INDIVIDUAL FIRM QUALIFIED SETTLEMENT FUND</p>
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AGREED MOTION FOR ESTABLISHMENT OF [FIRM NAME] QUALIFIED SETTLEMENT FUND (FILED UNDER SEAL)

Plaintiffs, clients of the law firm of FIRM NAME (“[FIRM NAME] Plaintiffs”) (which includes all Claimants listed by Claimant ID in Appendix A, who have Approved Fire Victim Claims (pursuant to the PG&E Fire Victim Trust Agreement dated as of July 1, 2020, confirmed by an order entered on June 20, 2020 [Docket No. 8053] (the “Confirmation Order”) by the United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”) in the chapter 11 cases of PG&E Corporation (“PG&E Corp”) and Pacific Gas and Electric Company (the “Utility”) (collectively, the “Debtors,” “PG&E,” or the “Settlors”), jointly administered under Case No. 19-30088)) by and through their counsel move the Special Master for an Order to: (i) establish an individual firm Qualified Settlement Fund, which shall be called the [FIRM NAME] FVT Settlement Fund (the “Fund”); and (ii) to appoint an administrator for this individual firm Fund. In support of this Motion, Plaintiffs respectfully state as follows:

1 1. Following the Northern California wildfires in 2015 to 2018, PG&E Corporation and
2 Pacific Gas and Electric Company jointly filed for Chapter 11 bankruptcy protection in the United
3 States Bankruptcy Court for the Northern District of California on January 29, 2019 (*In re PG&E*
4 *Corporation and Pacific Gas and Electric Company*, Bankruptcy Case No. 19-30088). The Debtors’
5 Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code was confirmed by the
6 Bankruptcy Court for the Northern District of California on June 20, 2020, Case No. 19-30088,
7 Docket No. The Plan became effective and the Fire Victim Trust was formed on July 1, 2020. The
8 Fire Victim Trust will evaluate, administer, process and resolve eligible claims arising from the 2015
9 Butte Fire, 2017 North Bay Fires, and 2018 Camp Fire (“Included Fires”). [FIRM NAME] Claimants
10 are seeking damages as a result of these wildfires, including destruction or damage to real estate and
11 personal property, additional living expenses, lost wages, business losses, personal injury or death
12 and related medical expenses, and emotional distress.
13

14 2. The United States Bankruptcy Court for the Northern District of California appointed
15 the Honorable John K. Trotter (ret.) as the Trustee of the Fire Victim Trust and Cathy Yanni as the
16 Claims Administrator of the Fire Victim Trust. Plaintiffs, by and through counsel, have conferred
17 with the Trustee and Administrator of the Fire Victim Trust and the Trustee and Administrator have
18 no objection to this filing and to the relief sought herein.
19

20 3. At this time, due to such matters as certain healthcare lien repayments, minor
21 compromise procedures, the need to preserve governmental entitlement benefits (*e.g.*, the need for
22 the establishment of special needs trusts for certain claimants) and related payment details, many of
23 which impact the distributions to Fire Victim Claimants who may be minors or adult persons with a
24 disability (“Protected Persons”), the exact distribution of settlement funds to the [FIRM NAME]
25 Claimants cannot be finalized. Hence, in the best interest of such Claimants that the Court, by and
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1 through Special Master Ellen Sickles James with whom the Court has granted authority to issue orders
2 necessary to discharge the duties and responsibilities conferred on her, should establish this individual
3 firm Fund to receive funds from the Fire Victim Trust satisfying these FVT Claims and allowing for
4 the final disbursement of settlement funds to the [FIRM NAME] Claimants.
5

6 4. For those satisfying the requirements for payment under the Fire Victim Trust,
7 including the provision of a release as required by the Fire Victims Trust, the Claims Processor
8 BrownGreer will issue Disbursement Lists for the distribution of funds from the Fire Victim Trust.
9 The distribution of funds from the Fire Victim Trust for [FIRM NAME's] Claimants will be made to
10 the individual [FIRM's NAME's] FVT Settlement Fund, for payment on behalf of the Trustee. The
11 Disbursements Lists referred to above will include this Fund's account information. All settlement
12 payment obligations of the Fire Victim Trust to the identified Claimants are satisfied once the
13 settlement payments are transferred from the Fire Victim Trust to the [FIRM NAME] FVT Settlement
14 Fund, which is the subject of this motion. Neither the Trustee, Claims Administrator nor Claims
15 Processor (nor any Settlor of the Trust, members of the Fire Victim Trust Oversight Committee nor
16 any other Vendor associated with the Trust Agreement) shall have any responsibility for the funds in
17 the [FIRM NAME] FVT Settlement Fund, its investments, administration or disbursements
18 therefrom. For the avoidance of doubt, the Trustee, Claims Administrator, Claim Processor, Trust
19 Oversight Committee and all other vendors associated with the Fire Victim Trust shall have no
20 responsibility for the administration of the [FIRM NAME] FVT Settlement Fund and shall have no
21 liability to the Plaintiffs and Claimants in connection with such administration. The Fire Victims
22 Trust Claim Processor or its designee shall cooperate to the extent reasonably necessary to provide
23 information reasonably necessary for the [Firm Name] FVT Settlement Fund Administrator to
24 complete the Fund's accounting. Aside from the foregoing sentence and subject to all rights and
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1 provisions of Fire Victim Trust Agreement, no relationships or responsibilities are created hereby
2 between Fire Victim Trust and the [FIRM NAME] FVT Settlement Fund and its Administrator.

3 5. The Fund shall be a Qualified Settlement Fund as described in Treas. Reg. Section
4 1.468B-1, established by order of this Court, by and through Special Master Ellen Sickles James, and
5 the Fund shall remain subject to the continuing jurisdiction of this Court.
6

7 6. This Court has jurisdiction over this matter under Treas. Reg. Section 1.468B- 1(c)(1),
8 which states in relevant part that a Qualified Settlement Fund “is established pursuant to an order of,
9 or is approved by, the United States, any state (including the District of Columbia), territory,
10 possession, or political subdivision thereof, or any agency or instrumentality (including a court of
11 law) . . . and is subject to the continuing jurisdiction of that governmental authority.”
12

13 7. [FIRM NAME] Claimants request that the Court approve the engagement of
14 [ADMINISTRATOR NAME] as the “Fund Administrator” and “Trustee” of the [FIRM NAME] FVT
15 Settlement Fund (the “Fund Administrator”). [ADMINISTRATOR NAME]’s address is as follows:
16 [ADDRESS]. [ADMINISTRATOR NAME] submits personally to the jurisdiction of this Court.
17 Upon the dissolution or bankruptcy of [ADMINISTRATOR NAME], its appointment as Fund
18 Administrator shall terminate and the [FIRM NAME] Plaintiffs and Claimants will seek Court
19 approval of their nominated successor Fund Administrator.
20

21 8. Until such time that the distribution of the Total Settlement Proceeds from the [FIRM
22 NAME] FVT Settlement Fund can be identified, [FIRM NAME], no settlement monies shall be set
23 apart for a [FIRM NAME] Claimant, or otherwise made available so that he or she may draw upon or
24 otherwise control said settlement monies.
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1 assert a right of payment, reimbursement or garnishment against the Fund. Should the Fund
2 Administrator be named as a party to, or threatened to be made a party to, any threatened, pending or
3 completed action, suit or proceeding of any kind, whether civil, administrative or arbitrate, and
4 whether brought by or against or otherwise involving the Fund, by reason of the Fund Administrator
5 having served in any capacity on behalf of the Fund, the Fund Administrator shall be indemnified and
6 held harmless by the Plaintiffs and Claimants against reasonable expenses, costs and fees (including
7 attorneys' fees), judgment, awards, costs, amounts paid in settlement, and liabilities of all kinds
8 incurred by the Fund Administrator in connection with or resulting from such actual or threatened
9 action, suit or proceeding; except to the extent that it is finally determined by this Court that the Fund
10 Administrator was grossly negligent or acted with willful misconduct in connection with the
11 administration of this Fund.
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14 14. [FIRM NAME] shall be indemnified and held harmless by the Fund Administrator
15 from any claims which arise from the negligence or willful misconduct of the Fund Administrator as
16 determined by this Court. Should [FIRM NAME] be named as a party to, or threatened to be made a
17 party to, any threatened, pending or completed action, suit or proceeding of any kind, whether civil,
18 administrative or arbitrate, by reason of the Fund Administrator's negligence or willful misconduct,
19 [FIRM NAME] shall be indemnified and held harmless by the Fund Administrator against reasonable
20 expenses, costs and fees (including attorneys' fees), judgment, awards, costs, amounts paid in
21 settlement, and liabilities of all kinds incurred by [FIRM NAME] in connection with or resulting from
22 such actual or threatened action, suit or proceeding.
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24 15. The [FIRM NAME] Claimants request that no bond be required, provided that all
25 monies received by the Fund, which includes all principal and interest earned thereon, shall be
26 deposited in an investment agency account held in custody at [BANK NAME] for the benefit of and
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1 titled in the legal name of the Fund and invested in instruments/securities comprised of (a) United
2 States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual
3 fund invested solely in such instruments) (b) cash equivalent securities including SEC registered
4 money market funds and collateralized money market accounts; and/or (c) non- interest bearing
5 corporate accounts subject to unlimited Federal Depository Insurance Corporation protections as
6 available. The Fund shall be held at [BANK NAME], a financial institution doing business in [CITY],
7 [STATE] according to the above terms and conditions [BANK NAME] shall be responsible for any
8 and all investment related decisions, following the instructions of the Fund Administrator and/or its
9 investment advisor pursuant to these terms and conditions, such that a principal preservation driven
10 investment policy is implemented. Notwithstanding the foregoing, [BANK NAME] shall not be
11 allowed to distribute any income or principal from the Fund except upon instructions of the Fund
12 Administrator, or, if requested, upon the order of this Court upon the joint motion of the parties. The
13 Fund Administrator retains the right to remove [BANK NAME], with or without cause, in its sole and
14 absolute discretion. The Fund Administrator may designate a replacement bank upon the written
15 consent of the [FIRM NAME] Claimants and [FIRM NAME]. In the event of such replacement, the
16 terms and conditions of this paragraph 16, including without limitation, those addressing bond
17 requirements, investments, and distributions from the Fund, shall apply to any such replacement bank.

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21 16. The Fund Administrator is permitted to distribute all excess interest accrued to the
22 Fund, after the payment of all fees associated with the administration of the Fund, related expenses
23 and related taxes, to the claimants on a pro rata basis. For example, if there are four claimants involved
24 in a settlement, with each claimant possessing a 25% interest in the Total Settlement Proceeds, and
25 the fund possesses \$100 in accrued interest, after the payment of administration and other fees,
26 expenses and taxes, the \$100 would be split evenly among the four claimants. As the example
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1 indicates, each Claimant’s share of the excess accrued interest is strictly correlated to their respective
2 percentage interest in the Total Settlement Proceeds.

3 17. The Fund Administrator shall be authorized to distribute all attorneys’ fees and
4 litigation expenses to counsel for Claimants, consistent with existing contingency fee contracts or, to
5 the extent required by law, and, where required by law such as for a Protected Person, upon Court
6 approval on motion of [FIRM NAME].
7

8 18. All taxes on the income of the Fund and expenses and costs incurred in connection
9 with the taxation of the Fund (including, without limitation, the expenses of tax attorneys and
10 accountants) shall be paid out of the Fund, shall be considered to be a cost of administration of the
11 settlement, and shall be paid as instructed by the Fund Administrator.
12

13 19. Upon request, the Fund Administrator will prepare and deliver Fund Statements
14 (“Statements”) to counsel for the Claimants and/or this Court. The Statements shall include a
15 statement of receipts, investment earnings, and disbursements. The Fund Administrator shall provide
16 the Statement no later than ten (10) business days following the request.

17 20. The Fund Administrator shall have the right to rely upon any affidavit, certificate,
18 letter, notice, electronic mail or other document believed by the Fund Administrator to be genuine
19 and sufficient, and upon any other evidence believed by the Fund Administrator, in its reasonable
20 judgment, to be genuine and sufficient, which may be provided to the Fund Administrator by [FIRM
21 NAME].
22

23 21. Upon final distribution of all monies paid into the Fund, the Fund Administrator shall
24 take appropriate steps to wind down the Fund and thereafter be discharged from any further
25 responsibility with respect to the Fund.
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1 5. Authorizes the Fund Administrator, upon final distribution of all monies paid into the
2 Fund, to take appropriate steps to wind down the fund and thereafter discharging the Fund
3 Administrator from any further responsibility with respect to the Fund; and

4 6. Places this Motion, the Court Order, and any other filings related to the [FIRM NAME]
5 FVT Settlement Fund under seal.
6

7 **DATED** this ____th day of _____, 202_

8 Respectfully submitted,

9
10 s/ [Name]_____

11 Name of Counsel [attorney bar number, if applicable]
12 Firm Name
13 Address
14 City, State, Zip Code
15 Phone: (xxx) xxx-xxxx
16 Fax: (xxx) xxx-xxxx
17 E-mail: xxx@xxx.xxx

18 **Attorneys for Plaintiffs**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 202__, a copy of foregoing **AGREED MOTION TO ADMINISTER SETTLEMENTS RESOLVING CASES AND CLAIMS OF [FIRM NAME] PLAINTIFFS**] was filed electronically. Notice of this filing will be sent by operation of the Court’s electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. mail. Parties may access this filing through the Court’s system.

s/ [Name of Password Registrant]

Name of Password Registrant [attorney bar number, if applicable]

Firm Name

Address

City, State, Zip Code

Phone: (xxx) xxx-xxxx

Fax: (xxx) xxx-xxxx

E-mail: xxx@xxx.xxx

Attorneys for Plaintiffs

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1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 OAKLAND DIVISION

4 In re:

5 PG&E CORPORATION,

6 -and-

7 PACIFIC GAS AND ELECTRIC
8 COMPANY,

9 Debtors.

CASE NO. 20-cv-07967-HSG

Bankruptcy Case No. 3:19-bk-030088 DM

Chapter 11

(Lead Case)

(Jointly Administered)

- 10 Affects PG&E Corporation
- 11 Affects Pacific Gas and Electric Company
- 12 Affects both Debtors

ORDER FOR ESTABLISHMENT OF AN
INDIVIDUAL FIRM QUALIFIED
SETTLEMENT FUND

**All papers shall be filed in the Lead Case, No.
19-30088 (DM).*

13
14 **[PROPOSED ORDER] FOR ESTABLISHMENT OF [FIRM NAME] QUALIFIED**
15 **SETTLEMENT FUND (FILED UNDER SEAL)**

16 Upon Motion of [FIRM NAME] and for good cause shown, the Special Master hereby Orders
17 as follows:

18 1. In order to assist in the administration of the settlement of claims brought by the clients
19 of the law firm of [FIRM NAME] (which includes all Claimants listed by Claimant ID in Appendix
20 A, who have Approved Fire Victim Claims), the [FIRM NAME] FVT Settlement Fund shall be
21 established as a Qualified Settlement Fund within the meaning of Treasury Regulation Section
22 1.468B-1, pursuant to this Court's continuing jurisdiction and consistent with Treas. Reg. Section
23 1.468B-1(c)(1). All settlements reached by and between Claimants who are represented by [FIRM
24 NAME] and the Fire Victims Trust shall be paid into the [FIRM NAME] FVT Settlement Fund. The
25 Trustee, Claims Administrator, Claim Processor, Trust Oversight Committee and all other vendors
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1 associated with the Fire Victim Trust, without limitation, shall have no liability with regard to the
2 conduct of the Fund Administrator or to the [FIRM NAME] FVT Settlement Fund itself. The Fire
3 Victim Trust's [including without limitation the aforementioned Trustee, Administrator, Processor,
4 Committee and all other associated vendors] liability to the Claimants and Plaintiffs shall terminate
5 with payments into the [FIRM NAME] FVT Settlement Fund.
6

7 2. [ADMINISTRATOR NAME] is appointed as Fund Administrator and Trustee, shall
8 serve without bond, and shall serve pursuant to the terms, conditions and restrictions of the Motion to
9 Establish Qualified Settlement Fund and said Fund Administrator is given the authority to conduct
10 any and all activities necessary to administer this Fund as described in the Motion.

11 3. No bond is required, provided that all monies received by the [FIRM NAME] FVT
12 Settlement Fund, which includes all principal and interest earned thereon, shall be deposited in an
13 investment agency account held in custody at [BANK NAME] for the benefit of and titled in the legal
14 name of the Fund and invested in instruments/securities comprised of (a) United States obligations
15 (or a mutual fund invested solely in such instruments) (b) cash equivalent securities including SEC
16 registered money market funds and collateralized money market accounts; and / or (c) non-interest
17 bearing corporate accounts subject to unlimited Federal Depository Insurance Corporation protections
18 as available. The [FIRM NAME] FVT Settlement Fund shall be held at [BANK NAME], a financial
19 institution doing business in [CITY], [STATE] according to the above terms and conditions. [BANK
20 NAME] shall be responsible for any and all investment related decisions, following the instructions
21 of the Fund Administrator and/or its investment advisor pursuant to these terms and conditions, such
22 that a principal preservation driven investment policy is implemented. Notwithstanding the foregoing,
23 [BANK NAME] shall not be allowed to distribute any income or principal from the Fund except upon
24 instructions of the Fund Administrator, or, if requested, upon the order of this Court upon the joint
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1 motion of the parties. The Fund Administrator retains the right to remove [BANK NAME], with or
2 without cause, in its sole and absolute discretion. The Fund Administrator may designate a
3 replacement bank upon the written consent of the [FIRM NAME] Claimants and [FIRM NAME]. In
4 the event of such replacement, the terms and conditions of this Order, including without limitation,
5 those addressing bond requirements, investments, and distributions from the Fund, shall apply to any
6 such replacement bank.

7
8 4. The Fund Administrator is authorized to effect qualified assignments of any resulting
9 structured settlement liability within the meaning of Section 130(c) of the Internal Revenue Code to
10 the qualified assignee.

11 5. The Fund Administrator is authorized to distribute all attorneys' fees and litigation
12 expenses to counsel for those [FIRM NAME] Claimants listed in the Appendix consistent with their
13 existing contingency fee contracts or to the extent required by law, and, where required by law such
14 as for a Protected Person, upon Court approval on motion of [FIRM NAME];

15
16 6. The Fund Administrator is authorized, upon final distribution of all monies paid into
17 the Fund, to take appropriate steps to wind down the fund, and thereafter the Fund Administrator is
18 discharged from any further responsibility with respect to the Fund.

19 7. This Order and any other filings related to the [FIRM NAME] FVT Settlement Fund
20 are placed under seal.
21

22 **IT IS SO ORDERED**

23 DATED: _____

24 _____
25 Honorable Ellen Sickles James (Ret.)
26 Special Master

APPENDIX A

	Claimant Name	FVT Claimant ID #
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PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF ORANGE

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Orange, State of California. My business address is Von Karman Towers, Seventh Floor, 2211 Michelson Drive, Irvine, California 92612.

On February 25, 2021, I served true copies of the following document(s) described as: **SPECIAL MASTER CASE MANAGEMENT ORDER** on the interested parties in this action as follows:

BY CM/ECF NOTICE OF ELECTRONIC FILING: On February 25, 2021, I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

SEE ATTACHED SERVICE LIST

SERVED BY UNITED STATES MAIL: On February 25, 2021, I caused to be served the following persons and/or entities at the last known addresses in this 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.

SEE ATTACHED SERVICE LIST

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

Executed on February 25, 2021, at Irvine, California.

/s/Jeannie Mendez
JEANNIE MENDEZ

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ADDITIONAL SERVICE INFORMATION (if needed):

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (Con't)

- **Paul S. Aronzon**
paronzon@milbank.com
- **Lauren T. Attard**
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- **Chris Bator**
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- **James Cornell Behrens**
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- **Timothy G. Cameron**
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- **Dennis F. Dunne**
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