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5				
6	Attorneys for Point.360, a California corpora Debtor and Debtor-in-Possession	ation,		
7	Debtor and Debtor-III-Fossession			
8	UNITED STATES	BANKRU	PTCY COURT	
9	CENTRAL DIST	RICT OF	CALIFORNIA	
10	LOS ANG	ELES DIV	VISION	
11	In re	Case No	o.: 2:17-bk-22432 WB	
12	Point.360, a California corporation,		e Under Chapter 11 of the Bankruptcy	
13	Debtor.	Code (11 U.S.C. § 1101 et seq.)		
14		R'S CHAPTER 11 PLAN OF GANIZATION		
15				
16		<u>-</u>	<u>ire Statement Hearing</u>	
17		Date: Time:	June 28, 2018 10:00 a.m.	
18		Place:	Courtroom 1375; Judge Brand U.S. Bankruptcy Court	
19			255 E. Temple Street, 13 th Floor Los Angeles, CA 90012	
20 21		Dlan Ca	nfirmation Hearing	
22		Date:	nfirmation Hearing To be set	
23		Time: Place:	To be set Courtroom 1375; Judge Brand	
24		1 14001	U.S. Bankruptcy Court 255 E. Temple Street, 13 th Floor	
25			Los Angeles, CA 90012	
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I.

INTRODUCTION

Point.360, a California corporation ("Debtor") is the Debtor in a Chapter 11 bankruptcy case. On October 10, 2017, the Debtor filed a voluntary Chapter 11 petition under the United States Bankruptcy Code ("Code"), 11 U.S.C. § 101 et seq. Sent to you in the same envelope as this document is the Disclosure Statement which has been approved by the Court, and which is provided to help you understand the Plan.

This is a plan of reorganization. In other words, the Proponent seeks to accomplish payments under the Plan by paying creditors from revenues generated by future operations, sales of certain assets and litigation recoveries. The Effective Date of the proposed Plan is the later of **October 1, 2018** or the 15th day after entry of a Court order confirming the plan proving no stay of effectiveness thereof is in effect. If a stay of effectiveness is then in effect, the plan becomes effective when such stay is terminated.

II.

SUMMARY OF THE PLAN OF REORGANIZATION

A. What Creditors and Interest Holders Will Receive Under The Proposed Plan.

As required by the Bankruptcy Code, the Plan classifies claims and interests in various classes according to their right to priority. The Plan states whether each class of claims or interests is impaired or unimpaired. The Plan provides the treatment each class will receive.

B. Unclassified Claims.

Certain types of claims are not placed into voting classes; instead they are unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Proponent has not placed the following claims in a class.

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1. **Administrative Expenses.**

Administrative expenses are claims for costs or expenses of administering the Debtor's Chapter 11 case which are allowed under Code section 507(a)(2). The Code requires that all administrative claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists all of the Debtor's anticipated unpaid 507(a)(2) administrative claims for chapter 11 professionals, the Bankruptcy Court clerk's office and the Office of the United States Trustee and their treatment under the Plan:

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4.0	<u>Name</u>	Amount Owed	Treatment		
10	Lewis R. Landau	\$TBD (\$75,000 estimated as	Paid in Full on Effective		
	Attorney at Law	unpaid after interim fee awards)	Date		
11	Brinkman Portillo Ronk, APC	\$TBD (\$50,000 estimated as	Paid in Full on Effective		
10	Committee Counsel	unpaid after interim fee awards)	Date		
12	GlassRatner Advisory & Capital	\$TBD (\$50,000 estimated as	Paid in Full on Effective		
10	Group; Financial Advisor	unpaid after interim fee awards)	Date		
13	Daniel P. Hogan Attorney at Law	\$TBD (\$50,000 estimated as	Paid in Full on Effective		
1.4	Special Litigation Counsel	unpaid after interim fee awards)	Date		
14	TroyGould, P.C.	\$TBD (\$25,000 estimated as	Paid in Full on Effective		
15	Special Transactional Counsel	unpaid after interim fee awards)	Date		
15	Clerk's Office Fees	\$TBD (estimated nominal)	Paid in Full on Effective		
16			Date		
10	Office of the U.S. Trustee Fees	Current	Paid in Full on Effective		
17			Date		
1/		TOTAL TBD			

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Court Approval of Fees Required:

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The Court must rule on all fees listed in this chart before the fees will be owed. For all fees except Clerk's Office fees and U.S. Trustee's fees, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees allowed by the Court will be owed and required to be paid under this Plan.

(\$250.000 estimated)

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2. **Priority Tax Claims.**

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Priority tax claims are certain unsecured income, employment and other taxes described by Code Section 507(a)(8). The Code requires that each holder of such a 507(a)(8) priority tax claim receive the present value of such claim in deferred cash payments, over a period not exceeding five years from the petition date with interest at the most favorable rate offered to other

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creditors in the Plan. The following chart lists all of the Debtor's Section 507(a)(8) priority tax claims and their treatment under the Plan:

	Description	Amount Owed	<u>Treatment</u>	
•	Name=		• Pymt interval: = 48 monthly insta	allments
•	Los Angeles County TTC	\$148,219.54	• Pymt amt/interval:	= \$3,413.49
		(POC 7-2)		
•	Type of $tax = Property$		Begin date:	Effective Date
	Bank and Corporation		• End date:	9/1/22
•	Date tax assessed= 10/27/17		• Interest Rate %	= 5%
			Total Payout Amount	= 100%

3. Creditors' Administrative Expense Claims

Creditors may assert administrative priority expense claims arising from, e.g., their postpetition services provided to the Debtor under Code Section 503(b). Such expenses may include
rent, utilities, and insurance, among other items. **Administrative Claims bar date**: The last day
to file a request for payment of Administrative Expense Claims, other than those set forth in
section II(B)(1) above, is set forth in the notice of the Plan confirmation hearing accompanying
this Disclosure Statement. The Code requires that all administrative claims be paid on the
Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

C. Classified Claims and Interests.

1. Classes of Secured Claims.

Secured claims are claims secured by liens on property of the estate. The Debtor's secured creditors are identified below, other than purported equipment leases that may constitute financing transactions with nominal lease end purchase options. These purported equipment lease claims are listed on Exhibit 6 to the Disclosure Statement. Debtors shall assume purported equipment leases through the confirmation process, while reserving the right to seek recharacterization of such purported equipment leases in the event of any dispute concerning the Debtor's title to the assets subject to such purported equipment leases. *See*, § III(F)(1).

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CLASS#	<u>DESCRIPTION</u>	<u>IMPAIRED</u>	<u>TREATMENT</u>
1	Secured claim of: Austin Financial Services, Inc.	No	Pymt interval = Per Loan Agreement
	Name= Austin Financial Services, Inc.		Pymt amt/interval = Per Loan Agreement
	• Collateral description = Accounts Receivable		Balloon pymt = Maturity 10/31/18
	• Collateral value = Varies per operations; fully secured.		Begin date = Effective Date.
	• Priority of security int. = 1.		• End date = Same
	• Principal owed = \$2,475,676.48 per POC 34.		• Interest rate % = 0%
	• Pre-pet. Arrearage amount = \$0		• Total payout = Per contract.
	• Post-pet. Arrearage amount = \$0		• Treatment of Lien = Unimpaired per 11 U.S.C. § 1124(1) and (2).
	• Total claim amount = \$2,475,676.48 per POC 34,		
	subject to post-petition changes in account status.		

4	CLASS#	<u>DESCRIPTION</u>	IMPAIRED (Y/N)	<u>TREATMENT</u>
15	2	Secured claims of: Medley Capital Corporation	No	Pymt interval = Per Term Loan Agreement and related Loan Documents.
16		Medley Opportunity Fund II, LP		
17		Name= Collectively Medley		Pymt amt/interval = Per Term Loan Agreement and related Loan Documents.
18		• Collateral description = All assets excluding accounts and real estate		Balloon pymt = Maturity 7/8/20
9		• Collateral value = Fully secured.		Begin date = Effective Date.
20		• Priority of security int. = 1.		• End date = Same
21		• Principal owed = \$6,000,000 per POCs 72, 73		• Interest rate % = Per contract.
22		• Pre-pet. Arrearage amount = \$0 [PIK interest accrual]		Total payout = Per contract.
23 -		• Post-pet. Arrearage amount = \$0 [PIK interest accrual]		• Treatment of Lien = Unimpaired per 11 U.S.C. § 1124(1) and (2).
		• Total claim amount = \$6,477,656 plus post-		
25 <u> </u>		petition accruals		

2. Classes of Priority Unsecured Claims.

Certain priority claims that are referred to in Code Sections 507(a)(4), (5), (6), and (7) are required to be placed in classes. These types of claims are entitled to priority treatment as follows: the Code requires that each holder of such a claim receive cash on the Effective Date equal to the allowed amount of such claim unless such creditor agrees to alternate treatment. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such claims. The Debtor's priority unsecured claims are listed on Exhibit 1 to the Disclosure Statement.

Class	Description	<u>Impaired</u>	<u>Treatment</u>
		<u>(Y/N)</u>	
3	Priority Wages,	Yes	Payment Interval = 1.
	Commissions, Salary		
	Claims Per §		
	507(a)(4)		
	Total amount of		Payment amt/interval = All
	claims = $$86,951$		allowed priority claims per 11
	See Disclosure		U.S.C. § 507(a)(4) shall be paid
	Statement Exhibit 1.		in full on the Effective Date.
			Begin Date = Effective Date.
			End date = Effective Date.
			Interest Rate: None.
			Total Payout = 100%.

Class	<u>Description</u>	<u>Impaired</u> (Y/N)	<u>Treatment</u>
4	UnitedHealth Insurance Company; Priority Employee Benefit Plan Per § 507(a)(5)	Yes	Payment Interval = 12 monthly installments.
	Total amount of claims = \$142,152.77 per POC 33-2		Payment amt/interval = \$12,169.34.
			Begin Date = Effective Date.
			End date = September 1, 2019.
			Interest Rate: 5%
			Total Payout = 100%

3. Classes of General Unsecured Claims.

General unsecured claims are unsecured claims not entitled to priority under Code Section 507(a). The following chart identifies this Plan's treatment of the classes containing all of Debtor's general unsecured claims:

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Description Treatment Class **Impaired** $\overline{(Y/N)}$ 5 Allowed General Unsecured Yes Payment Interval = 36 monthly installments plus Claims identified in Disclosure proceeds of MVF asset sales within six months of Statement Exhibit 1. Effective Date and net Medley Litigation proceeds. See means for effectuating plan. Total amount of claims: Payment amt/interval = \$25,000 monthly \$1,828,459.92 which includes distribution paid pro rata from and after the \$295,872.48 disputed Effective Date plus net proceeds of MVF asset sales and net Medley Litigation proceeds. Begin date = Effective Date End date = September 1, 2021 Interest rate: Federal Judgment Rate in Effect as of Confirmation Hearing. Total payout = as much as 100%

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Description Class **Impaired Treatment** (Y/N)Convenience Class of Yes Payment Interval = single 75% payment 6 unsecured claims less than or on Effective Date. reducing to \$2,500. Total amount of claims = Payment amt/interval = Single payment Approx. \$53,000 [excluding of 75% of face amount of claim. voluntarily reduced claims.] Begin date = Effective Date. End date = Single lump sum payment on Effective Date. Interest rate: Not applicable. Total payout = 75% on Effective Date.

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Class	<u>Description</u>	Impaired (Y/N)	<u>Treatment</u>
7	REEP-OFC 2300 Empire CA LLC	Yes	Payment Interval = Per Settlement Agreement to be separately filed; certain assets remaining at Empire facility to be transferred to REEP, remaining claim of \$15,966.90 satisfied within 60 days of Effective Date.
	Total amount of claims = \$915,996.90 per POC # 55		Payment amt/interval = Per Settlement Agreement. Begin date = Effective Date
			End date = Effective Date Interest rate: Not applicable.
			Total payout = Per Settlement Agreement

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1	Class	<u>Description</u>	<u>Impaired</u>	<u>Treatment</u>
2			<u>(Y/N)</u>	
3 4 5 6 7	8	Wilcon Holdings, LLC aka Crown Castle Fiber	Yes	Payment Interval = Per Settlement Agreement to be separately filed; New 36-month MSA as of 2/1/18; monthly \$26,500.00 for dark fiber service; \$6,500 fee to splice ring at Empire; consolidate equipment cages in data centers with cross patch; MRV equipment transferred to Debtor; prepetition claim paid over 12 months; postpetition paid upon approval.
8		Total amount of claims = \$124,274.69 per POC # 64		Payment amt/interval = Per Settlement Agreement.
9		-		Begin date = Effective Date End date = Effective Date
10				Interest rate: Not applicable. Total payout = Per Settlement Agreement

4. Class(es) of Interest Holders.

Interest holders are the parties who hold ownership interest (i.e., equity interest) in the Debtor. If the Debtor is a corporation, entities holding preferred or common stock in the Debtor are interest holders. If the Debtor is a partnership, the interest holders include both general and limited partners. If the Debtor is an individual, the Debtor is the interest holder. The following chart identifies the Plan's treatment of the class of interest holders:

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10	CLASS #	DESCRIPTION	IMPAIRED	TREATMENT
19			<u>(Y/N)</u>	
	9	Equity Security	Yes	All equity security interests,
20		Holders		including stock, options and
				warrants, are cancelled on the
21				Effective Date. Holders of
				allowed equity interests for
22				common stock as of the Effective
				Date shall receive a proportionate
23				share of any net Medley Litigation
				proceeds after full satisfaction of
24				class 5 general unsecured claims.

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1. Funding for the Plan.

The Plan will be funded by the following and will be implemented pursuant to the following steps:

- 1. On the Effective Date, property of the estate will revest in the Debtor.
- 2. The Debtor shall manage and operate its business generally in accordance with the projections attached as Disclosure Statement Exhibit 1.
- 3. The Debtor shall make all Effective Date and subsequent fixed and recurring payments set forth in the Plan.
 - 4. Debtor shall consummate and perform the REEP Settlement.
 - 5. Debtor shall consummate and perform the Wilcon Settlement.
- 6. Debtor shall prosecute the Complaint in adversary proceeding number 2:18-ap-01141 WB (Disclosure Statement Exhibit 7) ("Medley Litigation") and may settle, compromise, dismiss or otherwise dispose of such action in Debtor's sole and absolute discretion without Bankruptcy Court approval. Any net proceeds recovered from the Medley Litigation shall be paid first to all general unsecured creditors *pro rata* until paid in full and then to former allowed equity security holders *pro rata* according to their percentage stock ownership in the Debtor as of the Effective Date.
- 7. Within six (6) months of the Effective Date, Debtor shall have completed the sale of MVF assets pursuant to the terms of the Medley Purchase Agreement ¶ 1.1: "Following the Closing, Buyer shall have the right to sell any Purchased Asset which Buyer determines, in its sole discretion, is not needed for continuing operations relating to the Purchased Assets, and Buyer shall retain all consideration received by Buyer in connection with any such sale." Net proceeds received by Debtor from such sale(s) shall be distribution *pro rata* to Class 5 General Unsecured Creditors.
- 8. On the Effective Date, Debtor shall cancel all outstanding equity securities, including stock, options and warrants, and complete such regulatory requirements to delist Debtor's securities from the public market.

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- 9. Debtor shall authorize and issue 5,000,000 shares of common stock to HWAY, LLC in full satisfaction of Debtor's \$803,923.13 cure obligation for assumption of the HWAY, LLC lease. Mr. Bagerdjian holds a 99% membership interest in HWAY.
- 10. Any distribution made by the Debtor that remains unclaimed and outstanding for more than ninety (90) days after issuance shall be cancelled, and any such property shall revest in the Debtor.
- 11. The Debtor will not issue, nor will there be, any shares of non-voting securities of the Debtor, in accordance with 11 U.S.C. § 1123(a)(6).
- 12. The Court will retain jurisdiction over the post confirmation estate until such estate is fully administered and a final decree is entered.

2. **Post-confirmation Management.**

The Debtor will be revested with all property of the estate and shall manage all postconfirmation affairs. Post-confirmation management will remain unchanged. See Disclosure Statement § II(C).

3. **Disbursing Agent.**

The Debtor shall act as the disbursing agent for the purpose of making all distributions provided for under the Plan. The disbursing agent shall serve without bond and shall receive no additional compensation for distribution services rendered pursuant to the Plan.

Ε. Risk Factors.

The proposed Plan has the following risks: The primary Plan risk is that revenues necessary to fund the plan are not achieved due to general economic conditions and market factors. A secondary plan risk is the sale proceeds received upon the liquidation of MVF assets necessary to fund unsecured creditor distribution are insufficient to pay such claims in full. A third plan risk is an adverse determination in the Medley Litigation. The Debtor does not believe that these risks prevent Plan feasibility.

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F. Other Provisions of the Plan.

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1. Executory Contracts and Unexpired Leases.

a. Assumptions.

On the Effective Date, Debtor's "executory" contracts and unexpired leases identified in Exhibit 6 to the Disclosure Statement will be assumed (i.e., cured and reinstated) as obligations of the reorganized Debtor. Pursuant to 11 U.S.C. § 1123(b)(2), the plan constitutes a motion to assume such executory contracts and leases, pursuant to the requirements of 11 U.S.C. § 365. Debtor shall pay the cure payments or issue stock as identified in Exhibit 6 to the Disclosure Statement on the Effective Date of the Plan, unless otherwise agreed to by the Debtor and such contract or lease counterparty.

Any objection to Debtor's proposed cure payment shall be filed as an objection to Plan confirmation. Confirmation of Debtor's Plan shall constitute adequate assurance of future performance under any such assumed contract or lease. The order confirming the Plan will constitute an order approving assumption of executory contracts and unexpired leases as set forth herein.

b. Rejections.

There are no unexpired leases or executory contracts to be rejected. Any and all executory contracts not otherwise assumed shall ride through the Plan process and remain in effect and unimpaired by the Plan, unless otherwise expressly assumed or rejected under the plan or by separate motion.

2. Changes in Rates Subject to Regulatory Commission Approval.

This Debtor is not subject to governmental regulatory commission approval of its rates.

3. Retention of Jurisdiction.

The Court will retain jurisdiction to the extent provided by law.

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Doc 231 Case 2:17-bk-22432-WB Filed 05/08/18 Entered 05/08/18 21:57:49 Main Document Page 13 of 16 1 III. 2 EFFECT OF CONFIRMATION OF PLAN 3 4 A. Discharge. This Plan provides that the Debtor shall be discharged of liability for payment of debts 5 6 incurred before confirmation of the Plan, as specified in 11 U.S.C. § 1141. The terms of the Plan will bind all creditors and parties in interest to the provisions thereof. 7 В. **Revesting of Property in the Debtor.** 8 9 Except as provided in Section III(E), and except as provided elsewhere in the Plan, the confirmation of the Plan revests all of the property of the estate in the Debtor. 10 C. **Modification of Plan.** 11 The Proponent of the Plan may modify the Plan at any time before confirmation. 12 However, the Court may require a new disclosure statement and/or revoting on the Plan. The 13 Proponent of the Plan may also seek to modify the Plan at any time after confirmation only if (1) 14 the Plan has not been substantially consummated and (2) the Court authorizes the proposed 15 modifications after notice and a hearing. 16 D. **Post-Confirmation Status Report.** 17 Within 120 days of the entry of the order confirming the Plan, Plan Proponent shall file a 18 19 status report with the Court explaining what progress has been made toward consummation of the confirmed Plan. The status report shall be served on the United States Trustee, the twenty largest 20 unsecured creditors, and those parties who have requested special notice. Further status reports 21 22 shall be filed every 120 days and served on the same entities. 23 The reorganized debtor's post-confirmation status reports shall reflect all income and 24 disbursements for each quarter or portion thereof while the case remains open, and the reorganized debtor shall timely pay U.S. Trustee Quarterly Fees pursuant to 28 U.S.C. 25 § 1930(a)(6). 26 27 28

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1	E. Post-Confirmation Conversion/Dismissal.
2	A creditor or party in interest may bring a motion to convert or dismiss the case under
3	1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the Court
4	orders, the case converted to Chapter 7 after the Plan is confirmed, then all property that had been
5	property of the Chapter 11 estate, and that has not been disbursed pursuant to the Plan, will revest
6	in the Chapter 7 estate. The automatic stay will be reimposed upon the revested property, but
7	only to the extent that relief from stay was not previously authorized by the Court.
8	The order confirming the Plan may also be revoked under very limited circumstances. The Court
9	may revoke the order if the order of confirmation was procured by fraud and if the party in
10	interest brings an adversary proceeding to revoke confirmation within 180 days after the entry of
11	the order of confirmation.
12	F. Final Decree.
13	Once the estate has been fully administered as referred to in Bankruptcy Rule 3022, the
14	Debtor shall file a motion with the Court to obtain a final decree to close the case.
15	Dated: May 8, 2018 Respectfully submitted,
16	Lewis R. Landau
17	Attorney-at-Law
18	By <u>/s/ Lewis R. Landau</u>
19	Lewis R. Landau
20	Attorneys for Point.360, a California Corporation, Debtor and Debtor-in-Possession
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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: 22287 Mulholland Hwy., # 318 Calabasas, CA 91302
A true and correct copy of the foregoing document entitled (specify): DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION
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) 05/08/2018 , 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:
✓ Service information continued on attached page
2. <u>SERVED BY UNITED STATES MAIL</u> : On (<i>date</i>)05/08/2018, 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 <u>will be completed</u> no later than 24 hours after the document is filed.
Judge Brand, US Bankruptcy Court, 255 E Temple Street, Suite 1382, Los Angeles, CA 90012 Securities Exchange Commission, Attn Bankruptcy Counsel 444 South Flower Street, # 900 Los Angeles, CA 90071
Service information continued on attached page
3. <u>SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served)</u> : Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (<i>date</i>), 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 <u>will be completed</u> 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.
05/08/2018Lewis R. Landau/s/ Lewis R. LandauDatePrinted NameSignature

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

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In re: Point.360, a California corporation Main Document

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Debtor(s).

CASE NUMBER: 2:17-bk-22432 WB

<u>ADDITIONAL SERVICE INFORMATION</u> (if needed):

NEF Service List (category I):

David E Ahdoot on behalf of Creditor AFTRA Retirement Fund dahdoot@bushgottlieb.com,

mrodriguez@bushgottlieb.com

David E Ahdoot on behalf of Creditor SAG-AFTRA dahdoot@bushgottlieb.com, mrodriguez@bushgottlieb.com

David E Ahdoot on behalf of Creditor SAG-AFTRA Health Fund dahdoot@bushgottlieb.com,

mrodriguez@bushgottlieb.com

Daren Brinkman on behalf of Creditor Committee Official Committee Unsecured Creditors office@brinkmanlaw.com, brinkmanlaw@ecf.inforuptcv.com

William S Brody on behalf of Creditor Austin Financial Services, Inc. wbrody@buchalter.com, dbodkin@buchalter.com; IFS filing@buchalter.com

Sara Chenetz on behalf of Interested Party Sara L. Chenetz schenetz@perkinscoie.com, dlax@perkinscoie.com; cmallahi@perkinscoie.com; mduncan@perkinscoie.com

Peter A Davidson on behalf of Interested Party Courtesy NEF pdavidson@ecjlaw.com, lpekrul@ecjlaw.com

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