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9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

11 In re:

12 **VERITY HEALTH SYSTEM OF**
13 **CALIFORNIA, INC., et al.,**

14 Debtors and Debtors In
15 Possession.

- 16 Affects All Debtors
- 17 Affects Verity Health System of California, Inc.
- 18 Affects O'Connor Hospital
- 19 Affects Saint Louise Regional Hospital
- 20 Affects St. Francis Medical Center
- 21 Affects St. Vincent Medical Center
- 22 Affects Seton Medical Center
- 23 Affects O'Connor Hospital Foundation
- 24 Affects Saint Louise Regional Hospital Foundation
- 25 Affects St. Francis Medical Center of Lynwood Medical Foundation
- 26 Affects St. Vincent Foundation
- 27 Affects St. Vincent Dialysis Center, Inc.
- 28 Affects Seton Medical Center Foundation
- Affects Verity Business Services
- Affects Verity Medical Foundation
- Affects Verity Holdings, LLC
- Affects De Paul Ventures, LLC
- Affects De Paul Ventures - San Jose Dialysis, LLC

Case No.: 2:18-bk-20151-ER

Jointly Administered with:

- Case No. 2:18-bk-20162-ER;
- Case No. 2:18-bk-20163-ER;
- Case No. 2:18-bk-20164-ER;
- Case No. 2:18-bk-20165-ER;
- Case No. 2:18-bk-20167-ER;
- Case No. 2:18-bk-20168-ER;
- Case No. 2:18-bk-20169-ER;
- Case No. 2:18-bk-20171-ER;
- Case No. 2:18-bk-20172-ER;
- Case No. 2:18-bk-20173-ER;
- Case No. 2:18-bk-20175-ER;
- Case No. 2:18-bk-20176-ER;
- Case No. 2:18-bk-20178-ER;
- Case No. 2:18-bk-20179-ER;
- Case No. 2:18-bk-20180-ER;
- Case No. 2:18-bk-20181-ER;

Chapter 11 Cases

Hon. Judge Ernest M. Robles

NOTICE AND MOTION OF KFORCE, INC. FOR RULE 2004 EXAMINATION OF HOWARD GROBSTEIN

[Fed. R. Bankr. P. 2004; LBR 2004-1]

[Order on Motion Lodged Concurrently]

[No Hearing Required]



1 **TO THE HONORABLE ERNEST M. ROBLES, UNITED STATES BANKRUPTCY**
2 **JUDGE; THE OFFICE OF THE UNITED STATES TRUSTEE; THE PROPOSED**
3 **EXAMINEE; AND PARTIES ENTITLED TO NOTICE HEREOF:**

4 **PLEASE TAKE NOTICE THAT** Kforce, Inc., pursuant to Rule 2004 of the Federal Rules
5 of Bankruptcy Procedure (“**Rule 2004**”) and Local Bankruptcy Rule 2004-1 (“**LBR 2004-1**”), has
6 filed its Motion for Rule 2004 Examination of Howard Grobstein (“**Motion**”). Kforce, Inc. and any
7 other party in interest authorized to participate will take the oral examination of Howard Grobstein
8 (“**Grobstein**” or “**Examinee**”) at least twenty-one (21) days following service of a subpoena, or
9 as otherwise agreed.

10 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Rule 9013-3(p) of the Local
11 Bankruptcy Rules for the Central District of California, the Court may rule on this Motion without
12 a hearing. Any party wishing to file an objection to this Motion must do so no later than fourteen
13 (14) days from service of this Motion and serve the objection upon the following: (1) Kforce, Inc.’s
14 counsel at the address listed on the first page of this Notice; (2) counsel for the Official Committee
15 of Unsecured Creditors, Alexandra Achamallah, Milbank LLP, 2029 Century Park East, Los
16 Angeles, CA 90067; (3) the Debtor’s counsel, Sam J. Alberts, Dentons US LLP, 1900 K. Street
17 N.W., Washington, DC 20006, and; (4) the Office of the United States Trustee, 915 Wilshire Blvd.,
18 Suite 1850, Los Angeles, CA 90017. Failure to file and serve oppositions as set forth above may
19 be deemed consent to the relief sought in the Motion. If you do not have a response to Kforce, Inc.’s
20 Motion, you need not take any further action.

21 **PLEASE TAKE FURTHER NOTICE** that this Motion is based on this Notice and
22 attached Memorandum of Points and Authorities, the Declaration of Steven M. Berman, Esq., and
23 the proposed order lodged concurrently herewith. The examination cannot proceed under the
24 Federal Rules of Bankruptcy Procedure 7030 or 9014 because no adversary or contested proceeding
25 is currently pending between Kforce, Inc. and the Examinee encompassing the matters subject to
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1 inquiry. The proposed Examinee's full name and address is Howard Grobstein, as Liquidating
2 Trustee, Grobstein Teeple, LLP, at 6300 Canoga Avenue, Suite 1500W, Woodland Hills, CA
3 91367. The name and address of counsel for the Examinee is Mark Shinderman, Milbank, LLP at
4 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067.
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7 DATED: June 14, 2022

SHUMAKER, LOOP & KENDRICK, LLP

8 /s/ Steven M. Berman
9 **STEVEN M. BERMAN, ESQ.**
10 *Attorney for Kforce, Inc.*
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3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **SUMMARY OF GROUNDS FOR MOTION**

5 On August 31, 2018, Verity Health System of California, Inc. and its affiliated Debtors
6 commenced this case under chapter 11 of the Bankruptcy Code. Early in this case, Kforce, Inc.
7 (“Kforce”) was identified as a critical vendor because Kforce provided critical staff to operate the
8 Debtors while they worked through the sale and Chapter 11 process. The original Plan and
9 Disclosure Statements filed by the Debtor suggested Administrative Claims, like those owed to
10 Kforce, would be paid in due course. However, shortfalls in the Liquidating Trustee’s estimations
11 required implementation of a Final Distribution Program to pay *only* 15-25% of such allowed
12 Administrative Claims.

13 Notwithstanding numerous objections, this Court implemented the Final Distribution
14 Program nearly a year ago on June 15, 2021. Payments under the program were estimated to begin
15 at the end of 2021, but were thereafter delayed while the Liquidating Trustee resolved and
16 liquidated amounts owed to various Administrative Creditors. Despite all such claims appearing to
17 have now been liquidated—and the Liquidated Trustee’s own status reports reciting that
18 distributions should have begun, at the latest, within the first quarter of 2022—no such payments
19 have been made to Kforce. Accordingly, a 2004 examination is necessary to assess the timing of
20 future payments as well as the particularized reasons causing delays to date.

21 **BACKGROUND**

22 1. On August 31, 2018 (“**Petition Date**”), Verity Health System of California, Inc. and
23 its affiliated Debtors (the “**Debtor**” or “**Verity**”) commenced this case under chapter 11 of the
24 Bankruptcy Code.

25 2. Kforce is a nationally recognized and publicly traded professional staffing firm.
26 Prior to the Petition Date, Kforce and the Debtors were parties to a Business Associate
27 Subcontractor Agreement dated August 29, 2017 with Verity Health System of California, Inc. and
28 a Client Services Agreement dated September 27, 2017 with Verity Health System of California,
Inc. (collectively, the “**Personnel Agreement**”). (See Doc. 6491, Ex. 1, Declaration of Andrew

1 Lientz, ¶ 4) (hereinafter “**Lientz Decl.**”).

2 3. Pursuant to the Personnel Agreement, Kforce provided and placed finance, human
3 resources, and information technology personnel to the Debtors. Pursuant to the Personnel
4 Agreement, Kforce advanced payment to these employees, and then the Debtors paid Kforce pursuant
5 to invoices delivered and the terms of the executory contract. (*See Id.* at ¶ 5).

6 4. Early in this case, Kforce was identified as a critical vendor in the Debtors’
7 Emergency Motion for Entry of an Order Authorizing Debtors to Honor Prepetition Obligations to
8 Critical Vendors (Doc. 29) because Kforce provided critical staff to operate the Debtors while they
9 worked through the sale and Chapter 11 process.

10 5. Pursuant to this Court’s orders setting bar dates for filing administrative claims (Docs.
11 2961, 4997, and 4998), Kforce timely filed an Application for Allowance and Payment of
12 Administrative Expense Claim (Doc. 3304) and Amended Application for Allowance and Payment of
13 Administrative Expense Claim (Doc. 5243) (the “Applications”) for all amounts due as of July 29,
14 2020. No objections to the Applications were filed, and the Applications are allowed pursuant to 11
15 U.S.C. §502.

16 6. Through approximately August 2020, the Debtors continued to make payments to
17 Kforce in the ordinary course, and pursuant to agreed terms. As confirmation approached, however,
18 although Kforce continued to provide personnel to the Debtors without any gaps in service, payments
19 abruptly ceased. (*See* Doc. 6491, p.5; Doc. 6491, Ex. 1, Lientz Decl., ¶ 8–9).

20 7. Kforce repeatedly communicated with Jonathan Emerson at Berkeley Research Group,
21 LLC (“**BRG**”)—the professionals employed by Verity for the purposes of its Chapter 11
22 bankruptcy—regarding lack of payment. (*See* Doc. 6491, Ex. 1, Lientz Decl., ¶ 10, Ex. C).

23 8. On November 2, 2020, more than two weeks after Kforce had issued its final invoice,
24 BRG advised Kforce that the unpaid invoices for post-petition Services rendered were being sent to
25 Verity’s professionals for reconciliation. (*See* Doc. 6491, Ex. 1, Lientz Decl., ¶ 11).

26 9. On November 10, 2020, BRG advised that the reconciliation had been completed and
27 acknowledged all of Kforce’s unpaid invoices for Services rendered to Verity were valid and that
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1 “[p]ayment [was] in process / waiting for approval” (See Doc. 6491, Ex. 1, Lientz Decl., ¶ 12,
2 Ex. D).

3 10. No further payment was received, nor did BRG ever advise Kforce that there would be
4 a shortfall in payments on its post-petition services. (See Lientz Decl., at ¶ 13).

5 ***Original Plan Treatment of Administrative Creditors***

6 11. On June 16, 2020, the Debtors filed their Amended Joint Chapter 11 Plan of
7 Liquidation (Doc. 4879) and a second Disclosure Statement (Doc. 4880), which were thereafter
8 amended again on July 2, 2020 (Docs. 4993, 4994), but the terms discussed herein are identical.
9 Accordingly, both are collectively referred to herein as the “**Plan**” and the “**Disclosure Statement**”,
10 respectively.¹

11 12. Pursuant to the Disclosure Statement, the Plan

12 essentially implements a comprehensive settlement and compromise ... which
13 enables the Plan to become effective in these Chapter 11 Cases immediately after
14 the sale of the Debtors' remaining Hospital assets, ends the incurrence and
15 expenditure of continuing administrative expenses of the Debtors, permits cash
16 payments to be made to certain creditors on or about the Effective Date of the Plan
17 and thereafter, and resolves the remaining litigation pending against the Prepetition
18 Secured Creditors in these proceedings. Specifically, the comprehensive settlement
19 provides for the following cash payments to be made on or about the Effective Date
20 of the Plan: ... (iv) full payment of all Allowed Administrative Claims.

21 (Doc. 4880 at 5) (emphasis added).

22 13. Similarly, at the outset of the Plan, the Debtors stated that “[t]he Plan proposes to pay
23 Allowed Secured Claims and Allowed Administrative Claims in full on the Effective Date except
24 for the 2005 Bonds Diminution Claim...” (Doc. 4879, at 1) (emphasis added).

25 14. The June 16, 2020 Amended Plan proposed establishing an “Administrative Claims
26 Reserve.” (Doc. 4879 at §§ 2.1, 2.2). Section 1.15 of the Amended Plan defined the “Administrative
27 Claims Reserve” as “Cash to be set aside by the Debtors on the Effective Date in an aggregate
28 amount sufficient to fund a reserve for the payment of all unpaid Allowed Administrative Claims

¹ On August 12, 2020, the proponents filed a *Modified* Second Amended Joint Chapter 11 Plan of Liquidation (Doc. 5466), but again the provisions discussed above remained unchanged.

1 that will be paid after the Effective Date and all Administrative Claims that are not yet Allowed as
2 of the Effective Date.” (emphasis added).

3 15. Section 2.1 of the Amended Plan provided:

4 ***Administrative Claims.*** Except to the extent that the Debtors (or the Liquidating
5 Trust) and the Holder of an Allowed Administrative Claim agree to less favorable
6 treatment, a Holder of an Allowed Administrative Claim (other than a Professional
7 Claim, which shall be subject to Section 2.2) shall receive, in full satisfaction,
8 settlement, release, and discharge of, and in exchange for, such Administrative
9 Claim, Cash equal to the unpaid portion of such Allowed Administrative Claim
10 either (a) on the Effective Date, (b) if the Allowed Administrative Claim is based
11 on liabilities incurred by the Debtors in the ordinary course of their businesses after
12 the Petition Date, in the ordinary course of business in accordance with the terms
13 and conditions of the particular transaction giving rise to such Allowed
14 Administrative Claim, without any further action by the Holder of such Allowed
15 Administrative Claim, (c) on such other date as agreed between the Debtors (or the
16 Post-Effective Date Debtors) and such Holder of an Allowed Administrative Claim,
17 or (d) to the extent the Allowed Administrative Claim had not yet been Allowed on
18 the Effective Date, from the Administrative Claims Reserve pursuant to Sections
19 7.9(d) and 15.3 hereof.

20 16. In other words, unless an administrative claimant agreed to different treatment, all
21 administrative claims must be paid either on the Effective Date *or* pursuant to the ordinary business
22 terms and conditions of the agreement between the Debtors and the claimant. *Only* if a claim was not
23 allowed as of the Effective Date, could payment of an administrative claim be paid from the
24 Administrative Claims Reserve.

25 17. Section 15.3 of the Amended Plan provided, in pertinent part:

26 ***Administrative Claims Bar Date.*** ... The Administrative Claims Reserve shall be
27 established on the Effective Date in an amount determined by the Bankruptcy Court
28 in order to satisfy all Administrative Claims that have not been Allowed as of the
Effective Date and all Allowed Administrative Claims that will be paid after the
Effective Date.

...
All Administrative Claims that become Allowed after the Effective Date shall be
paid solely from the Administrative Claims Reserve, and shall not constitute a claim
against the Liquidating Trust, the Liquidating Trustee, or any of the Liquidating
Trust Assets. No Holder of an Administrative Claim shall have recourse for any
deficiency in the payment of its Administrative Claim against any of the Released
Parties, the Post-Effective Date Debtors, the Post-Effective Date Board of Directors,
the Liquidating Trustee, the Post-Effective Date Committee, or the Liquidating
Trust.

1 18. Consistent with Sections 2.1 and 15.3 of the Plan, the only claims to be paid from the
2 Administrative Claims Reserve were those that were either not allowed as of the Effective Date or that
3 were allowed but to be paid after the Effective Date pursuant to ordinary business terms.

4 19. Each iteration of the Debtor’s Plan represented, to both this Court and creditors, that
5 the Debtors’ administrative expenses—including the Debtors’ post-petition vendors and suppliers, like
6 Kforce—were to be *paid in full* on the Effective Date, unless their business terms afforded payment
7 following the Effective Date or their claims were the subject of objection. Only claims where the
8 business terms transcended the Effective Date, or disputed Administrative Claims, were to be paid
9 from an Administrative Claims Reserve that was to be established with sufficient funds to satisfy
10 all amounts that remained unpaid *after* the Effective Date.

11 20. Because, at all times, the Plan and Disclosure Statement provided Kforce and other
12 administrative creditors would be paid in full, as required by the Bankruptcy Code, Kforce did not
13 object to the Plan.

14 21. On August 14, 2020, this Court entered its Order Confirming Modified Second
15 Amended Joint Chapter 11 Plan of Liquidation (Doc. 5504) (the “**Confirmation Order**”).

16 22. Paragraph 7(a) of the Confirmation Order provides, with regard to the Administrative
17 Claims Bar Date:

18 For the avoidance of doubt, Administrative Claims that arise in the ordinary course
19 of the Debtors’ ongoing business are not subject to the Administrative Claims Bar
20 Date and shall be paid in the ordinary course of business in accordance with the
21 terms and conditions.

22 23. Pursuant to paragraph 24 of the Confirmation Order, the Court approved the
23 Administrative Claims Reserve in the amount of \$52,749,427² (exclusive of a \$30 million
24 “Nonrefundable Deposit” subject only to the claims of Strategic Global Management, Inc.
25 (“**SGM**”). (See Doc. 5504).

26
27 ² The Confirmation Order states that the Administrative Claims Reserve was approved in the amount of
28 \$52,749,000.00, but the Liquidating Trustee’s Motion to Authorize says it was \$52,749,427.00. For purposes of
consistency, and given the insignificant difference, Kforce uses the numbers provided by the Liquidating Trustee.

1 24. Then, according to the Liquidating Trustee, the Debtors added \$2,799,840 to the
2 Administrative Claims Reserve. In total, \$55,549,267 (exclusive of the SGM deposit) was to be
3 deposited into the Administrative Claims Reserve.

4 ***Shortfalls in the Administrative Claim Reserve***

5 25. On September 4, 2020, the Debtor gave notice that the Effective Date occurred on
6 September 4, 2020 (Doc. 6044).

7 26. According to the Liquidating Trustee’s Motion to Authorize, the Debtor paid
8 \$21,871,168 to certain holders of Administrative Claims on the Effective Date (Doc. 6475, at ¶ 8),
9 effectually paying certain chosen creditors in full while leaving other creditors to be unpaid.

10 27. Then, however, instead of depositing \$55,549,267 in to the Administrative Claims
11 Reserve, the Debtor deposited only \$33,678,100.

12 28. Apparently, instead of paying pre-Effective Date administrative claims, and then
13 making the full deposit into the Administrative Claims Reserve (as detailed in Sections 2.1 and 15.3
14 of the Plan), the Debtor deducted the payments made on the Effective Date (\$21,871,168) from the
15 amount it was supposed to transfer into the Administrative Claims Reserve at the outset.

16 29. Acknowledging this shortfall, the Liquidating Trustee filed his Notice of Motion
17 and Motion to Authorize Liquidating Trustee to Undertake Final Distribution Program for
18 Administrative Claims (Doc. 6475) (the **“Final Distribution Program”**). Specifically, the Final
19 Distribution Program proposed:

20 [T]o pay a 15-25% recovery to holders of allowed Administrative Claims entitled to
21 payment out of the Administrative Claims Reserve, depending, ultimately, on
22 available cash and total allowed Administrative Claims entitled to share in the
23 Administrative Claims Reserve. The Final Distribution Program would begin with
24 an interim payment of 15% of the value of each allowed and currently unpaid
25 Administrative Claim (i.e., payment of the aggregate amount of approximately
26 \$3.75 million on a pro rata basis to holders of all currently allowed and unpaid
27 Administrative Claims), followed by a final payment on a pro rata basis in the
28 amount to be determined by the Liquidating Trustee at a later date based on the final
 total of allowed Administrative Claims and available funds.

(Doc. 6475, ¶ 3) (emphasis added).

1 30. Over the objection of a number of creditors,³ including Kforce, this Court entered
2 its Memorandum of Decision Granting Motion to Authorize Liquidating Trustee to Undertake Final
3 Distribution Program for Administrative Claimants (Doc. 6515) (hereinafter the “**Memorandum**
4 **Opinion**”).

5 31. Thereafter, an Order Granting Motion to Authorize Liquidating Trustee to
6 Undertake Final Distribution Program for Administrative Claims was entered on June 15, 2021
7 (Doc. 6523) (the “**Order Commencing Final Distribution Program**”).

8 32. The Order Commencing Final Distribution Program did state that distributions
9 should not commence until “the Administrative Claims of AppleCare, UnitedHealthcare, RPHE,
10 Blue Shield, DaVita, QuadraMed, and Picis” were liquidated. (*See* Doc. 6523, ¶ 2(d)).

11 33. AppleCare’s claim was resolved through resolution of its Adversary Proceeding on
12 July 19, 2021 (Adv. No. 2:21-ap-01101-ER, Doc. 29), thus liquidating its amounts due as an
13 Administrative Claim upon information and belief.

14 34. Blue Shield’s claim was liquidated through settlement on July 28, 2021 (Docs. 6590,
15 6598, 6599).

16 35. DaVita’s claim was liquidated on August 26, 2021 (Docs. 6628, 6629)

17 36. RPHE’s claim was liquidated on September 14, 2021 (Doc. 6657).

18 37. QuadraMed and Picis’s claims were liquidated on November 8, 2021 (Docs. 6703,
19 6704).

20 38. On February 2, 2022, the Liquidating Trustee filed his Post Confirmation Status
21 Report further re-affirming that distributions under the Final Distribution Program would be
22 initiated “in the first Quarter of 2022”, again suggesting all of the above administrative claims had
23 been liquidated. (*See* Doc. 6724, p. 5).⁴

24 39. Notwithstanding, and to date, no payment under the Final Distribution Program,
25 including any interim payment, has been made.

26 _____
27 ³ *See* Docs. 6486, 6487, 6488, 6489, 6491, 6494, 6502, 6506, 6508.

28 ⁴ While the docket does not make eminently clear whether UnitedHealthcare’s administrative claims have been liquidated, the Liquidating Trustee’s own prior pleadings suggest the value of such administrative claims are no more than \$88,201.77. (*See* Doc. 6503, ¶ 18).

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2 **KFORCE IS ENTITLED TO A RULE 2004 ORDER UNDER APPLICABLE LAW**

3 Rule 2004 provides that “[o]n motion of any party in interest, the court may order the
4 examination of any entity.” Fed. R. Bankr. P. 2004(a). Examinations under Rule 2004 include
5 within their scope, *inter alia*, any matter that may affect the administration of the debtor’s estate.
6 Fed. R. Bankr. P. 2004(b). The attendance of a person at an examination may be ordered by the
7 Court “at any time or place it designates, whether within or without the district court wherein the
8 case is pending.” Fed. R. Bankr. P. 2004(d).

9 The scope of an examination permitted under Rule 2004 is “exceptionally broad.” *In re N.*
10 *Plaza LLC*, 395 B.R. 113, 122, n. 9 (S.D. Cal. 2008); *see also In re W&S Investments, Inc.*, 1993
11 WL 18272, *3 (9th Cir. 1993) (“The scope of inquiry permitted under a Rule 2004 examination is
12 generally very broad and can legitimately be in the nature of a ‘fishing expedition.’”). “Because the
13 purpose of the Rule 2004 investigation . . . any third party who can be shown to have a relationship
14 with the debtor can be made subject to a Rule 2004 investigation.” *In re Ionosphere Clubs, Inc.*,
15 156 B.R. 414, 432 (S.D.N.Y. 1993); *see also In re GHR Companies, Inc.*, 41 B.R. 655, 660 (Bankr.
16 D. Mass. 1984) (“the clear intent of Rule 2004 . . . is to give parties in interest an opportunity to
17 examine individuals having knowledge of the financial affairs of the debtor in order to preserve the
18 rights of creditors.”).

19 Given the Examinee’s responsibility in administering the Final Distribution Program and
20 estimation of distributions, in both timing and amount, thereunder, his examination is necessary to
21 understand the expected timing and reason for delay related to the Final Distribution Program.

22 **INFORMATION REQUIRED BY LOCAL RULE 2004-1(b)**

23 Grobstein is an individual from whom KForce seeks examination. Mr. Grobstein’s office
24 address is 6300 Canoga Avenue, Suite 1500W, Woodland Hills, CA 91367.

25 On May 26, 2022, counsel for Kforce reached out to counsel for Howard Grobstein,
26 Mark Shinderman, to schedule a meet and confer and to arrange for a mutually agreeable date,
27 time and place for Grobstein’s examination. On June 3, 2022 and June 6, 2022, the counsel for
28

1 Kforce followed up on this request, but Mr. Shinderman was unable to provide a date to conduct
2 such conference. Accordingly, counsel for Kforce will preliminarily schedule the examination on
3 July 7, 2022 at 9:00a.m. PST, subject to any changes necessary to accommodate Howard
4 Grobstein or his counsel's availability.

5 The proposed examination cannot proceed at this time under Bankruptcy Rule 7030 or
6 9014 because the Examinee is not a party to any pending adversary proceeding or contested
7 matter that encompasses the matters addressed in this Motion.

8 **WHEREFORE**, Kforce, Inc. requests this Court enter an Order: (1) granting the Motion;
9 (2) directing Mr. Grobstein, as Liquidating Agent, to submit to the Examination, under oath, and
10 on the date and time, and at the location or by the means, set forth above; and (4) granting such
11 other and further relief as this Court deems just and appropriate.

12
13 DATED: June 15, 2022

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15 SHUMAKER, LOOP & KENDRICK, LLP

16 /s/ Steven M. Berman
17 **STEVEN M. BERMAN, ESQ.**
18 *Attorney for KForce, Inc.*

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DECLARATION OF STEVEN M. BERMAN

I, Steven M. Berman, hereby declare as follows:

1. I am counsel to Kforce, Inc. (“Kforce”).

2. In accordance with Local Bankruptcy Rule 2004-1(a), members of my office attempted to conducted a meet and confer via telephone with counsel for Howard Grobstein, as Liquidating Trustee.

3. These communications were sent on May 26, 2022, June 3, 2022 and June 6, 2022. On June 6, 2022, Mr. Grobstein’s counsel, Mark Shinderman, advised he would advise on his availability for a meet and confer, but subsequently never provided such availability and has not otherwise made himself available to confer with me.

4. The communications prior sent expressed Kforce’s desire to conduct a Rule 2004 examination of the Liquidating Trustee, Howard Grobstein

5. The Liquidating Trustee’s counsel has not been reached with respect to his consent to the examination of Howard Grobstein, in his capacity as the Liquidating Trustee.

6. Kforce will conduct the examination of Howard Grobstein on July 7, 2022 at 9:00a.m. PST, subject to any changes necessary to accommodate Howard Grobstein or his counsel’s availability.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AND THAT THIS DECLARATION WAS EXECUTED ON JUNE 15, 2022, AT TAMPA, FL.



Steven M. Berman

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*): Notice and Motion of Kforce, Inc. for Rule 2004 Examination of Howard Grobstein

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*) **June 15, 2022**, 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:

ATTACHED

Service information continued on attached page

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

On (*date*) **June 15, 2022**, 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.

Samuel R. Maizel, Esq., John A. Moe, II, Esq., Tania M. Moyron, Esq., Dentons US LLP, 601 South Figuera Street, Suite 2500, Los Angeles, CA 90017-5704; Shirley S. Cho, Esq., Pachulski Stang Ziehl & Jones LLP, 150 California Street, 15th Floor, San Francisco, CA 94111, James Cornell Behrens, Esq., Mark Shinderman, Esq., Milbank, LLP, 2029 Century Park East 33rd Floor, Los Angeles, CA 90067, and; United States Trustee 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017

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*) **June 15, 2022**, 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.

The Honorable Ernest M. Robles
Edward R. Roybal Federal Building
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

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.

June 15, 2021
Date

Steven M. Berman
Printed Name

/s/ Steven M. Berman
Signature

Mailing Information for Case 2:18-bk-20151-ER

Electronic Mail Notice List

The following is the list of parties who are currently on the list to receive email notice/service for this case.

- **Alexandra Achamallah** aachamallah@milbank.com, rliubicic@milbank.com
- **Melinda Alonzo** ml7829@att.com
- **Anerio V Altman** LakeForestBankruptcy@jubileebk.net, lakeforestpacer@gmail.com
- **Robert N Amkraut** ramkraut@foxrothschild.com
- **Kyra E Andrassy** kandrassy@swelawfirm.com,
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