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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SAN FERNANDO VALLEY DIVISION**

12 *In re*)
13 KAST MEDIA INC.)
14)
15 Debtor and Debtor in Possession)
16)
17)
18)
19)
20)
21)
22)
23)

Case No. 1:24-bk-10396-MB
Chapter 11
**REPLY IN SUPPORT OF PLAN AND IN
RESPONSE TO OBJECTIONS BY
ARCADIAN VANGUARD LLC;
DECLARATION OF COLIN THOMSON**

Plan Confirmation Hearing:
Date: October 22, 2024
Time: 1:30 p.m.
Via Zoomgov

Video/audio web address:
<https://cacb.zoomgov.com/j/1614174604>
ZoomGov meeting number: 161 417 4604
Password: 392703 Telephone conference
lines: 1 (669) 254 5252 or 1 (646) 828 7666

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1 **TO THE HONORABLE MARTIN BARASH, UNITED STATES BANKRUPTCY JUDGE;**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE; AND ANY PARTIES IN**
3 **INTEREST:**

4 Kast Media, Inc. (the “**Debtor**”), debtor and debtor-in-possession in the above-
5 captioned chapter 11 bankruptcy case, hereby respectfully submits this reply in support
6 of its Plan of Reorganization for Subchapter V Debtor (the “**Plan**”) [Docket No. 71] and in
7 response to the Objections (“**Objection**”) [Docket No. 165] filed by filed by Arcadian
8 Vanguard, LLC (“**Arcadian**”) as follows

9 **I. INTRODUCTION**

10 Kast’s chapter 11 SubV plan has been overwhelmingly accepted by the Debtor’s
11 creditors. Nevertheless, Arcadian, a disputed¹, nonpriority, unsecured creditor claiming
12 approximately \$250k in unsecured debt, has engaged in costly, scorched earth tactics,
13 including at least 3 depositions (including deposing Debtor’s CEO, Colin Thomson, for
14 over 7 hours), exhaustive discovery and extensive litigation in an effort to undermine
15 what remains a consensual plan.

16 As shown below, all of Arcadian’s assertions against the plan are completely
17 lacking in merit. The spurious claim that Mr. Thomson is incapable of managing the
18 Debtor because he didn’t memorize the company’s accounting records is fatally flawed
19 as it attempts to miscast Mr. Thomson as a bookkeeper. These accusations are even
20 more objectionable given that Arcadian was not only provided with years of financial
21 records but also was able to depose the debtor’s accountants, which yielded no evidence
22 whatsoever of mismanagement.

23 Arcadian’s reliance on a declaration from a former employee regarding Mr.
24 Thomson’s capability to lead the Debtor post reorganization is likewise flawed and
25 inadmissible. The Declaration of Dustin Knouse is not only irrelevant (since he left the
26

27 ¹ Debtor has recently learned of facts that call the amount of Arcadian’s claim into
28 question, and will be filing its objection in the next few days.

1 company 3-1/2 years ago) but also violates his confidentiality and non-disparagement
2 contract with the Debtor, and should be stricken.

3 Arcadian's accusations that Mr. Thomson used the Debtor's funds as his "piggy
4 bank" for personal use are equally meritless. Though inflammatory, these allegations
5 have no basis, as the record is clear that any funds used for personal expenses were
6 taken as 1099 income. Moreover, there is no evidence to support the accusation that
7 Mr. Thomson used Debtor funds to purchase his home.

8 Arcadian also misunderstands the Debtor's plan and the claims payable
9 thereunder. As just one example, it incorrectly accuses the Debtor of underestimating its
10 legal fees, citing to pre-confirmation fees which were approved by this Court and paid,
11 and have nothing to do with the fee estimates under the Plan. This Court should also
12 reject Arcadian's accusations regarding tax claims payable under the Plan, as the tax
13 claims were filed after the plan and are now being objected to, and Debtor believes each
14 tax claim will either be eliminated or substantially reduced.

15 Arcadian offers no evidence to support its contention that the Plan fails any of the
16 requirements for confirmation. As an example, though it claims that Mr. Thomson should
17 be charged with overcompensation, it conceals the fact that his compensation was
18 negotiated with Arcadian itself and approved by this court.

19 Finally, though Arcadian scrolls through the confirmation requirements and claims
20 that the Debtor failed to satisfy them, none of these assertions have any factual
21 foundation or supporting evidence. Accordingly, Debtor respectfully requests that this
22 Court overrule Arcadian's objection so that the Plan can be confirmed with appropriate
23 modifications once the claim objections are resolved.

24 II. BACKGROUND

25 A. Prepetition History

26 The Debtor is a dynamic podcast production company which creates award-
27 winning content. Specializing in podcasts with potential for second-window opportunities
28

1 in film and television, the Debtor has several projects currently in film & TV development.
2 See attached Declaration of Colin Thomson (“**Thomson Decl.**”).

3 Prior to its bankruptcy filing, the Debtor’s operations were dramatically affected by
4 downturns in the advertising industry, decreases in revenue and financial stress caused
5 by structured deals with minimum guarantees due on shows that generated insufficient
6 revenue to cover these amounts. See Thomson Decl. This financial stress was
7 exacerbated by pre-petition state court litigation. See Thomson Decl.

8 **B. Bankruptcy Case**

9 The Debtor filed a voluntary petition for relief in the United States Bankruptcy
10 Court for the Central District of California (the “**Bankruptcy Court**”) under chapter 11 of
11 title 11 of the United States Bankruptcy Code (“**Bankruptcy Code**” or “**Code**”²) on March
12 13, 2024 (the “**Petition Date**”). The Debtor commenced this subchapter V chapter 11
13 case in good faith, with the intention to establish a plan of reorganization. Debtor
14 continues to manage its estate as debtor-in-possession pursuant to Sections 1107 and
15 1108 of the Bankruptcy Code. To date, no Committee, Examiner or Trustee has been
16 appointed in Debtor’s case other than the subchapter V Trustee.

17 On June 11, 2024, the Debtor filed its Chapter 11 Plan of Reorganization for
18 Subchapter V Debtor (“**Plan**”) [Docket No. 71].

19 Per the Debtor’s Confirmation Memorandum and Ballot Summary (“**Confirmation**
20 **Memo**”) [Docket No. 150], and despite Arcadian’s voting against the Plan and all of its
21 efforts to thwart the Debtor’s reorganization, Class 3 General Unsecured Class claimants
22 voted overwhelmingly in number and amount to accept the Plan³.

23 **C. Tax Claims**

24 Subsequent to the filing of the Plan, several government entities filed new or
25 amended claims, including the City of Los Angeles (“**City**”), Internal Revenue Service

26 _____

27 ² 11 U.S.C. 101 *et seq.* Unless otherwise noted, all statutory references herein shall
refer to the Code.

28 ³ 84.6% class acceptance in number; 82.2% class acceptance in amount.

1 (“**IRS**”), and Employment Development Department (“**EDD**”). The Debtor has filed
2 objections to these claims which demonstrate: 1) that the amount owed to the City is not
3 \$179,473.46 as claimed, but rather a priority unsecured claim of just \$10,029.35 plus
4 applicable interest, plus appropriate penalties to be treated as a general unsecured
5 claim, 2) the amount owed to the IRS is not \$212,170.11 as claimed, but rather a priority
6 unsecured claim of \$89,658.87, and 3) nothing is owed to the EDD and the \$61,309.64
7 claimed should be disallowed in its entirety. See Docket Nos. 171, 173, 185.

8 Once these claims are determined by the Court, the Debtor intends to amend its
9 Plan to provide for the appropriate payment terms. See Thomson Decl.

10 **D. Delaware Status**

11 Due to an oversight, the Debtor was delayed in filing its annual report with the
12 State of Delaware. See Thomson Decl. However, the Debtor has now filed the omitted
13 report and paid the resulting taxes in the amount of \$722.00. See Thomson Decl. The
14 Debtor is currently in good standing with the State of Delaware per the statement
15 attached as *Exhibit A* to the Thomson Decl.

16 **E. Other Claim Objections**

17 In addition to the tax claim objections on file related to the City, IRS and EDD
18 claims, the Debtor has also filed objections to the claims of Glaser Weil [Docket No. 175],
19 Monkey Spunk, Inc. [Docket No. 177], and One Eyed Doc, Inc. [Docket No. 179].

20 The Debtor is also preparing objections to the claims of Arcadian and X1T, LLC,
21 which are expected to be on file prior to the confirmation hearing.

22 Further, the unsecured, nonpriority claim of Bradley Denham et al. (“**Class Action**
23 **Claim**”) was recently filed on October 10, 2024. See Proof of Claim No. 23. The late
24 claim was filed with the Court’s authorization and without objection to timeliness by the
25 Debtor because, although the Debtor fully disclosed the class action proceeding in its
26 statement of financial affairs and a Notice of Stay due to the bankruptcy was filed in the
27 class action on March 20, 2024, the Debtor inadvertently omitted the claim from its
28 schedules. See Thomson Decl, and Notice of Stay attached as *Exhibit B* thereto; see

1 also Statement of Financial Affairs at Docket No. 13. The Debtor is engaged in
2 settlement negotiations regarding the Class Action Claim and, without divulging any
3 protected settlement discussions, the Debtor expects that any resulting claim will be less
4 than \$1 million. See Thomson Decl.

5 **III. DISCUSSION**

6 As detailed in the Confirmation Memo, the Plan is consensual and complies with
7 all of the applicable provisions of Bankruptcy Code §§129(a) and (d). See Docket No.
8 150. In its Objection, Arcadian raises several frivolous arguments and engages in
9 extensive unsupported and inflammatory narration, much of which is inaccurate, and
10 none of which demonstrates any valid basis to object to the Plan or deny confirmation.
11 When it finally addresses confirmation standards at page 16, Arcadian's arguments still
12 fail to rebut the Debtor's showing that the Plan complies with all of the applicable
13 provisions.

14 **A. Competency of Mr. Thomson**

15 The Objection baselessly contends that Mr. Thomson is not a competent leader
16 based on two grounds 1) the vague declaration of a disgruntled former employee who
17 has not worked with the Debtor since May 2021 (and whose declaration is in direct
18 violation of the settlement and non-disparagement agreement he signed when the
19 Debtor terminated his employment), and 2) the fact that Mr. Thompson sometimes
20 responded with "I don't know," "I don't recall" and "did not remember," and relied on the
21 Debtor's accountants in response to certain questions during his lengthy deposition by
22 Arcadian. Ultimately, neither of these contentions offers any reason to question Mr.
23 Thomson's competence.

24 First, Arcadian's reliance on Dustin Knouse ("**Knouse**") and inclusion of Knouse's
25 declaration as part of the Objection only demonstrates both Arcadian's and Knouse's
26 willingness to engage in extraordinary bad faith. Contrary to Arcadian's representation at
27 Objection 4:17-18 that Knouse "was employed by the debtor for 6 years from 2017 until
28 2023," the Confidential Separation And Release Agreement ("**Knouse Agreement**") filed

1 by Knouse (in direct violation of the confidentiality clause therein) with the Court at
2 Docket No. 144 specifically states that his employment with the Debtor terminated on
3 **May 11, 2021**. Knouse has no personal knowledge of the Debtor's operations or Mr.
4 Thomson's leadership over the past 3.5 years, and, even if he weren't violating the
5 Knouse Agreement, his opinion based on events occurring over 3-1/2 years ago has no
6 relevance to Mr. Thomson's leadership of Kast today. Further, as the Debtor's
7 Statement of Financial Affairs demonstrates, the Debtor's gross revenue in 2022, the
8 year after Knouse was terminated, was over \$17.5 million, which arguably contradicts
9 any of Knouse's contentions regarding Thomson's competency in developing a highly
10 profitable company.

11 Second, and more problematically, Knouse is entirely lacking credibility. The
12 Knouse Agreement specifically states that it is confidential and includes a non-disclosure
13 provision as well as a non-disparagement provision. Accordingly, Knouse's statements
14 and repeated filings in this bankruptcy case are in direct violation of the Knouse
15 Agreement. The Debtor intends to take action against Knouse for his repeated violation
16 of the Knouse Agreement, and reserves all rights. See Thomson Decl.

17 Third, Arcadian's inane listing of the occasions when Mr. Thomson was unable to
18 recall specific dates or interpret specific accounting entries during his 7+ hour deposition
19 is unconvincing at best. Not only was it reasonable for Mr. Thomson – who is not an
20 accountant or bookkeeper – to be unable to know the answers to specific accounting
21 questions or specific historic dates off the top of his head, but Arcadian admits that it also
22 deposed the Debtor's accountant, and the Opposition is notably devoid of any indication
23 that it was unable to obtain the specific information from that accounting professional.
24 See Objection 4:8.

25 Ultimately, Arcadian fails to demonstrate that Mr. Thomson is lacking in
26 competency or that the Plan should not be approved on this basis.

27 **B. The Debtor Is Eligible For Chapter 11**

28

1 Arcadian's opening argument is that the Debtor is not eligible to be in chapter 11
2 because it owes taxes. Objection 19:6-13. This is a frivolous assertion given the
3 specific statutory provisions for dealing with paying taxes in chapter 11. Arcadian's sole
4 authority for its position is the non-binding Texas case In re Two Wheels Properties, LLC.,
5 625 B.R. 869 (Bankr. S.D. Tex. 2020). Even if it carried any weight in this jurisdiction,
6 which it does not, the Two Wheel's chapter 11 case was dismissed because the debtor
7 there had forfeited its Texas corporate charter, not because it owed taxes. Accordingly,
8 the case is entirely irrelevant here, and Arcadian's argument fails.

9 **C. The Plan Satisfies The Requirements of 1129(a) and 1191**

10 **1. 11 U.S.C. § 1123(a)(1)**

11 Arcadian asserts that the Plan fails to designate classes of claim as required by
12 11 U.S.C. § 1123(a)(1) because the Plan does not include certain tax claims. Objection
13 20:15-18. However, as noted above and as is apparent from the record, those claims
14 were not included in the Plan because they were not filed until after the Plan was filed.
15 Further, as noted above, the Debtor has filed detailed objections to the IRS, City and
16 EDD claims, which demonstrate vastly lower obligations than the filed claims. The
17 Debtor intends to amend the Plan to provide for treatment of any allowed tax claim once
18 the Court has made its final determinations of the amount thereof.

19 **2. 11 U.S.C. § 1123(a)(3)**

20 Arcadian assert the Plan fails to specify the treatment of claims and interests as
21 required by §1123(a)(3) because it fails to account for administrative and priority claims,
22 as well as the Class Action Claim. However, the Plan does in fact provide for the
23 treatment of the administrative and tax claims that were on file at the time the Plan was
24 filed.

25 Further, the Debtor's objections to the tax claims demonstrate that the amount of
26 taxes due will be substantially less than the claims filed, and the Debtor expects their
27 treatment to be easily incorporated by amendment after the Court's determinations.
28

1 Lastly, Arcadian's arguments regarding the administrative professional fees is
2 unintelligible. Arcadian does not appear to understand how fee applications work in
3 chapter 11 as it contends that the Plan fails to take into account counsel's recent fee
4 application and the fee application of the Subchapter V trustee. Objection 12:15-19.
5 These fee applications have already been approved and paid and are not administrative
6 plan claims. Moreover, Arcadian fails to note that half of the fees for which approval was
7 requested in Debtor's counsel's recent fee application had already been paid from the
8 pre-petition retainer via professional fee statements. The Plan estimates fees that will be
9 paid in addition to fees approved and paid through the course of the case, and such fees
10 are fully and properly accounted for pursuant to §1123(a)(3).

11 **3. 11 U.S.C. § 1123(a)(5)**

12 Arcadian contends that the Plan does not provide adequate means for
13 implementation as required by §1123(a)(5) because 1) the Debtor's monthly operating
14 reports do not support the projections, 2) the projected net disposable income will not
15 pay necessary administrative and priority claims. Objection 21:10-14.

16 For the reasons detailed above, Arcadian's arguments regarding the
17 administrative and priority tax claims are unavailing. Contrary to Arcadian's
18 representations, the MORs plainly demonstrate that the Debtor's net income for the 6
19 months this case has been pending is over \$45,000. Indeed, the Objection includes a
20 chart which itself reflects this net positive cash flow. See Objection p. 14. As such, it is
21 unclear how Arcadian can acknowledge the Debtor's net positive cash flow and also
22 contend that there is no evidence to support the Debtor's projected cash flow in the Plan.

23 Ultimately, Plan Article 7 fully describes the means for the Plan's implementation,
24 and there is no evidence to support the notion that the Debtor will be unable to make
25 Plan payments.

26 **4. 11 U.S.C. § 1123(a)(6)**

27 Arcadian contention that the Plan fails to satisfy §1123(a)(6) is unintelligible.
28 Section 1123(a)(6) requires that certain language be included in the Debtor's charter if it

1 is a corporation regarding prohibition of issuance of nonvoting equity securities. Plan
2 Article 8.07 includes this language and satisfies this requirement. The Objection does
3 not address Plan Article 8.07 at all. Instead, Arcadian makes a vague reference to the
4 fact that unsecured creditors may elect to convert their claim to equity and receive
5 shares which are being contributed by Mr. Thomson. This Plan treatment in no way
6 affects the post-confirmation inclusion of language in the charter regarding issuance of
7 non-voting share. And the shares being contributed by Mr. Thomson under the Plan are
8 voting shares in any event. See Thomson Decl. Accordingly, this argument is pointless.

9 **5. 11 U.S.C. § 1123(a)(7)**

10 Arcadian contends that the Plan does not satisfy §1123(a)(7) because it provides
11 for Mr. Thomson to continue in his position with the Debtor. Again, Arcadian's argument
12 is entirely based on its self-serving analysis of Mr. Thomson's deposition testimony and
13 the objectionable Knouse declaration, neither of which demonstrate any actual basis to
14 challenge Mr. Thomson's competency. The Plan fully satisfies §1123(a)(7).

15 **6. 11 U.S.C. § 1123(b)(2)**

16 Section 1123(b)(2) allows a Plan to provide for the assumption or rejection of
17 executory contracts and Plan Article 6 includes such provisions.

18 Arcadian notes that it has deposed PodcastOne, and that the Debtor and Podcast
19 One are parties to a finder's fee agreement and two revenue sharing agreements.
20 Objection 22:11-14. Without any foundation, Arcadian asserts its belief that the
21 PodcastOne contracts are executory and missing from the Debtor's Schedule G.
22 Objection 22:12. Arcadian further contends that additional evaluation is needed despite
23 Arcadian already having deposed Mr. Thomson for 7+ hour as well as PodcastOne, and
24 having all of the relevant agreements in its possession. Objection 23:18. Although the
25 Debtor has not determined that the PodcastOne contracts are necessarily executory, it is
26 willing to amend its Schedule G to include the contracts and either provide for their
27 assumption under the Plan or allow them to "ride through" as contracts that were never
28

1 treated under the plan. Ultimately, Arcadian’s argument fails to provide any basis for
2 denying confirmation.

3 **7. 11 U.S.C. § 1129(a)(2)**

4 Section 1129(a)(2) of the Bankruptcy Code provides that a court may confirm a
5 plan only if “[t]he proponent of the plan complies with the applicable provisions of this
6 title.” The principal purpose of this subsection is to assure that the plan proponent has
7 complied with the requirements of section 1125 of the Bankruptcy Code in the solicitation
8 of acceptances to the plan. *In re Texaco, Inc.*, 84 B.R. 893, 906-07 (Bankr. S.D.N.Y.
9 1988); *In re Hoff*, 54 B.R. 746, 750-51 (Bankr. D.N.D. 1985); *In re Butler*, 42 B.R. 777,
10 782 (Bankr. E.D. Ark. 1984); see also, H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 412
11 (1977); S. Rep. No. 95-989, 95th Cong. 2d Sess. 126 (1978); 7 COLLIER ON BANKRUPTCY,
12 1129.03[2] (15th ed. rev.); *Andrew v. Coopersmith (In re Downtown Inv. Club III)*, 89 B.R.
13 59, 65 (9th Cir. B.A.P. 1988).

14 In its Objection, Arcadian’s sole argument that the Debtor has not complied with
15 §1129(a)(2) is “between Colin Thompson’s use of the debtor to pay his expenses and a
16 rich salary without having to produce results, being completely ignorant of the operations
17 of the debtor (see pages 5-12 above), and ignoring corporate formalities such as filing
18 governmental documents and paying taxes, such an arrangement suggests abuse.”
19 Objection 24:2-5. Not only has Arcadian failed to demonstrate any of these allegations
20 are actually true, it also fails to articulate how they demonstrate a lack of compliance with
21 §1129(a)(2). Further, the accusations are entirely baseless as detailed above, and issues
22 such as Mr. Thomson’s compensation only serve to demonstrate Arcadian’s bad faith, as
23 Mr. Thomson’s salary was approved by the Court with Arcadian’s specific agreement to
24 the compensation. See Docket No. 54.

25 **8. 11 U.S.C. § 1129(a)(3)**

26 Bankruptcy Code section 1129(a)(3) requires that a plan be proposed “in good
27 faith and not by any means forbidden by law.” Bankruptcy Rule 3020(b)(2) provides that
28

1 the Court need not require evidence that a plan has been proposed in good faith if no
2 objection has been filed challenging the proponent's good faith.

3 The good faith standard requires that there be a reasonable likelihood that a plan
4 will achieve a result consistent with the objectives and purposes of the Bankruptcy Code.
5 Ryan v. Louis (In re Corey), 892 F.2d 829, 835 (9th Cir. 1989); Stolrow v. Stolrow's, Inc.
6 (In re Stolrow's Inc.), 84 B.R. 167, 172 (B.A.P. 9th Cir. 1988). The good faith standard
7 requires a showing that the plan was proposed with "honesty and good intentions." Kane
8 v. Johns-Manville Corp., 843 F.2d 636, 649 (2d Cir. 1988). A chapter 11 plan is filed in
9 good faith if the plan proponent has exhibited "a fundamental fairness in dealing with
10 one's creditors." Stolrow's, 84 B.R. at 172. Good faith is viewed under the totality of the
11 circumstances. Jasik v. Conrad (In re Jasik), 727 F.2d 1379, 1383 (5th Cir. 1984).

12 In its Objection, Arcadian's sole argument that the Debtor has not complied with
13 §1129(a)(3) is "[i]n this case, Colin's lack of practical knowledge of the affairs of the
14 debtor, the pattern of lack of disclosures (agreement, claims, and self-dealing), and the
15 clear pattern and history of not paying taxes and governmental fees and filing required
16 governmental documents, support denial of confirmation and negates any claim of good
17 faith." Objection 24:24-27.

18 As detailed above, all of these self-serving conclusions fail. First, Mr. Thomson
19 did not demonstrate any lack of practical knowledge of the Debtor's affairs, but rather an
20 inability to interpret accounting issues or recall specific dates off the top of his head. The
21 265-page transcript of Mr. Thomson's 7+ hour deposition demonstrates his extensive
22 knowledge of the Debtor's affairs, practical and otherwise, and Arcadian deposed the
23 Debtor's accountant as well, with Debtor's consent. Second, there is no lack of
24 disclosure as the PodcastOne agreements have been discussed and disclosed
25 throughout the case, are not necessarily executory, and any accusation of self-dealing is
26 unexplained and unfounded. Third, there is no pattern of not paying taxes or fees, as
27 established by the pending objections to the tax claims.

28

1 Ultimately, Arcadian’s boundless efforts to thwart the Debtor’s reorganization fail
2 to demonstrate anyone’s bad faith but its own. Arcadian is nowhere near the largest
3 creditor in this case, and it is clear that Arcadian has no concern for the impact of its
4 actions on other creditors of the estate. Further, its self-serving narratives, baseless and
5 inflammatory accusations and reliance on a former disgruntled employee who is violating
6 his contract with the Debtor only further evidence Arcadian’s bad faith.

7 **9. 11 U.S.C. § 1129(a)(4)**

8 Section 1129(a)(4) requires full disclosure of all payments or promises of payment
9 for services, costs, and expenses in connection with the case and subjects the
10 reasonableness of such payments to the scrutiny and approval of the court. COLLIER ON
11 BANKRUPTCY, 1129.03[4] (15th ed. rev.); New York Life Ins. Co. v. Chase Manhattan
12 Bank, N.A. (In re Texaco Inc.), 85 B.R. 934, 939 (Bankr. S.D. N.Y. 1988).

13 In this case, the Plan complies with §1129(a)(4) as the Debtor’s professionals
14 have been employed with Court approval and all fees paid or to be paid have been and
15 will be subject to Court-approved fee applications through confirmation of this case or as
16 set forth in the approved applications.

17 In its Objection, Arcadian makes the absurd assertion that “the fees of Debtor’s
18 counsel are higher than projected, and the fees of the debtor’s accountant have been
19 ignored.” Objection 25:10-11.

20 Arcadian’s statement regarding Debtor’s counsel’s fees is both unintelligible and
21 incorrect. Debtor’s counsel’s fees have been fully disclosed and approved to date. See
22 Docket No. 160. Its fees are not higher than any projection, nor can Arcadian point to
23 any evidence supporting that assertion, and the Plan merely estimates fees that may be
24 unpaid as of confirmation.

25 It is also unclear what accountant’s fees Arcadian is referencing. As Arcadian is
26 fully aware since it has obtained the voluminous production it requested from the Debtor
27 and the Debtor’s accountant Elyashar & Co, the Debtor’s most recent tax return for 2023
28

1 was filed prepetition. See also Thomson Decl. Accordingly, there are currently no post-
2 petition fees incurred or due for the Debtor’s accountant.

3 Accordingly, Arcadian fails to demonstrate any lack of compliance with
4 §1129(a)(4).

5 **10. 11 U.S.C. § 1129(a)(7)**

6 Bankruptcy Code § 1129(a)(7) provides that a court may confirm a plan only if the
7 plan meets the “best interest of creditors” test. Under the “best interest of creditors” test,
8 each holder of a claim or interest in an impaired class must either accept the plan or
9 receive or retain property of a value, as of the effective date of the plan, that is not less
10 than the amount such holder would receive or retain if the debtor were liquidated under
11 Chapter 7 of the Bankruptcy Code on such date. See Travelers Ins. Co. v. Pikes Peak
12 Water Co. (*In re Pikes Peak Water Co.*), 779 F.2d 1456, 1460 (10th Cir. 1985); *In re*
13 *Crowthers McCall Pattern, Inc.*, 120 B.R. 279, 297 (Bankr. S.D.N.Y. 1990); *In re Mason*
14 *& Dixon Lines, Inc.*, 63 B.R. at 176, 183 (Bankr. M.D.N.C. 1986); *In re Victory Constr.*
15 *Co., Inc.*, 42 B.R. 145, 151 (Bankr. C.D. Cal. 1984).

16 As the Confirmation Memo demonstrates, the Plan satisfies this test because, as
17 demonstrated by the Plan’s liquidation analysis, chapter 7 would be more time
18 consuming and costly, and would result in a lower (if any) return to creditors than under
19 the Plan. As explained by the liquidation analysis attached to the Plan, creditors will fare
20 better under the Plan than in liquidation because creditors would recover far less from
21 the liquidation of the Debtor’s Assets under chapter 7 than under Chapter 11 due to the
22 additional cost of the Trustee and its professionals, the lack of ongoing revenue to fund
23 payments to creditors, and the fact that distributions would necessarily be delayed by
24 virtue of compliance with the chapter 7 process and time delays attendant to approval of
25 a chapter 7 trustee’s report and account.

26 Arcadian’s Objection contends that the liquidation analysis is “faulty” for two
27 reasons: 1) because it does not include avoidance actions against Mr. Thomson, and 2)
28

1 because it does not account for uncollected A/R. Objection 25:26-26:15. These
2 contentions lack any merit.

3 First, the supposed avoidance actions against Mr. Thomson are based solely on
4 “paragraphs 9, 22, 23, 24, 35, 36, 45 and 50” of the Declaration of Stephen New (“**New**
5 **Declaration**”) that is attached to the Objection. Evidentiary objections to the New
6 Declaration are being filed separately, but, in sum, New Declaration paragraphs 9, 22,
7 23, 24, 35, 36, 45 and 50 fail to offer any evidence to support Arcadian’s unfounded
8 accusations against the Debtor or Mr. Thomson, particularly in support of any allegedly
9 avoidable transfers.

- 10 - The referenced paragraphs offer Mr. New’s inaccurate and self-serving
11 summary of Mr. Thomson’s deposition testimony, and in some cases such as
12 paragraph 23, are just Mr. New’s thoughts without any reference to any
13 testimony.
- 14 - New Declaration paragraphs 9, 22, 24 simply refer to Mr. Thomson’s testimony
15 that his accountants would separate charges that were business expenses and
16 that any charges which were not business expense would be taken by Mr.
17 Thomson as 1099 income.
- 18 - New Declaration paragraph 35 relates to the Debtor’s payment of Mr.
19 Thomson’s auto payments going back to 2018.
- 20 - New Declaration paragraphs 36 and 45 contend that the Debtor financed
21 personal trips for Mr. Thomson to Bali, Hawaii, Fiji and Las Vegas, and
22 Arcadian’s apparent belief that these expenses contributed to the bankruptcy
23 filing. However, the testimony referenced in this paragraph indicates that
24 these trips occurred years prepetition, back in 2022, and confirms that any
25 non-business related travel was taken as income by Mr. Thomson.
- 26 - New Declaration paragraph 50 provides Mr. New’s baseless opinion that the
27 “Thomsons lived out of Kast Media Inc. like it was their own personal piggy
28 bank” based on a jewelry purchase by the Debtor in New York. However, the

1 Exhibit 12 bank statement cited in this paragraph shows this was a single
2 expense of \$7,685_ on May 3, 2021 – long before the Debtor’s bankruptcy
3 filing. Moreover, no proof is offered as to who or what the purchase was for.

4 Second, the AR argument is a red herring. All AR has been disclosed in the
5 Debtor’s schedules and monthly operating reports, and Arcadian does not argue
6 otherwise. However, as evidenced by the Debtor’s schedules and MORs, a significant
7 portion of the Debtor’s AR is over 90 days past due and is likely uncollectible. See
8 Schedules at Docket No. 13, August MOR at Docket No. 155.

9 Ultimately, Arcadian fails to demonstrate any avoidable transfers even exist and
10 the New Declaration fails to support any such contention. Further, the Debtor’s AR has
11 been fully disclosed and its collectability explained throughout this case. Neither of these
12 issues has any effect on the Plan’s liquidation analysis or refutes the Plan’s satisfaction
13 of § 1129(a)(7).

14 **11. 11 U.S.C. § 1129(a)(9)**

15 In declaring that the Plan fails to comply with §1129(a)(9), Arcadian repeats its
16 baseless arguments regarding the administrative and priority tax claims in this case. Not
17 only is there no explanation for how Arcadian came up with its asserted \$751,381.99 in
18 administrative and priority claims, but the Plan and the claim objections on file
19 demonstrate that there is nowhere near that amount due to administrative and tax
20 claimants.

21 **12. 11 U.S.C. § 1129(a)(11)**

22 Arcadian contends that the Plan is not feasible because the Plan projections fail
23 to demonstrate sufficient cash flow to make all Plan payments. Although the Objection
24 fails to articulate any further explanation of Arcadian’s position, it is likely based on
25 Arcadian’s flawed analysis of the administrative and priority tax claims, that have already
26 been addressed in detail above.

27 Further, as demonstrated by the Plan and Confirmation Memo, the Plan is feasible
28 since it is not likely to be followed by liquidation, or the need for further financial

1 reorganization. The projections demonstrate that there is sufficient projected income to
2 make the Plan payments. And, while the Debtor will be amending the Plan to provide for
3 the Court's determination of the pending claim objections, the Debtor expects that the
4 additional tax claims will be easily addressed through the term of the Plan.

5 **13. 11 U.S.C. § 1129(a)(16)**

6 Section 1129(a)(16) provides that all transfers of property under the plan shall be
7 made in accordance with applicable provisions of non-bankruptcy law. 11 U.S.C. §
8 1129(a)(16). Arcadian does not dispute that this provision is satisfied; rather, it just
9 states that the Plan "fails to address is agreements with PodcastOne." Objection 28:21.
10 It is unclear what Arcadian is argument on this issue, how the PodcastOne agreements
11 even relate to §1129(a)(16), or why, even if the agreements are in fact executory, they
12 cannot ride through and be effective post-confirmation.

13 **14. 11 U.S.C. §1191(b) Is Inapplicable**

14 Bankruptcy Code §1191(a) provides that the "court shall confirm a plan under this
15 subchapter only if all of the requirements of section 1129(a), other than paragraph (15) of
16 that section, of this title are met." 11 U.S.C. §1191(a).

17 Only if §1129(a)(8) and 1129(a)(10) are not met, then Bankruptcy Code § 1191(b)
18 provides that, the court may nonetheless confirm the Plan after determining that it does
19 not discriminate unfairly and is fair and equitable with respect to each class of claims or
20 interest.

21 Bankruptcy Code § 1129(a)(8) provides that a Court may confirm a plan if, with
22 respect to each class of claims and interests, such class has accepted the plan or such
23 class is not impaired under the plan. See Idaho Dep't of Lands v. Arnold (*In re Arnold*),
24 806 F.2d 937, 940 (9th Cir. 1986).

25 Bankruptcy Code section 1129(a)(10) provides that a Court may confirm a plan
26 only if "at least one class of claims that is impaired under the plan has accepted the plan,
27 determined without including any acceptance of the plan by any insider." See Arnold,
28 806 F.2d at 940 n.2 (at least one class of impaired claimants must accept plan).

1 Here, the only impaired class, Plan Class 3, voted overwhelmingly to accept the
2 Plan. See Confirmation Memo. Consequently, the Plan complies with the provisions of
3 sections 1129(a)(8) and (a)(10) of the Bankruptcy Code, and the Objection cannot and
4 does not argue otherwise. Accordingly, the further analysis of §1191(b) regarding unfair
5 discrimination and fair and equitable treatment is not triggered.

6 Nonetheless, the Objection argues under §1191(b) that the Plan is not fair and
7 equitable, unfairly discriminates, and fails to provide remedies if the Plan payments are
8 not made.

9 **1. The Plan Is Fair and Equitable**

10 Arcadian claims that the plan is not fair and equitable because “debtor has
11 provided no evidence of its ability to make any plan payments other than unsupported
12 projections.” Objection 30:12-13. However, as discussed above, the Plan projections are
13 supported by the MORs to date, and the Plan itself was signed by Mr. Thomson as
14 verification of the information contained therein. While the Debtor utilized the Official
15 Form 425A which does not include any declaration for the Debtor, the Debtor can easily
16 file an additional declaration substantiating the information in its Plan projections if
17 needed. Ultimately, the Debtor is providing all of its projected disposable income for a 5-
18 year period under the Plan, and it is therefore fair and equitable according to 11 U.S.C. §
19 1191(c)(2).

20 **2. The Plan Does Not Unfairly Discriminate**

21 As the Objection specifically notes, a plan is considered to discriminate unfairly if it
22 singles out the holder of a claim for particular treatment. Objection 30:21-24. However,
23 the Objection fails to identify any creditor that is being singled out for different treatment
24 under the Plan, nor could it, as the members of each class are being treated the same as
25 each other. Accordingly, Arcadian’s claim that the Plan unfairly discriminates entirely
26 lacks merit.

27 **3. Section 1191(c)(3)(B) Is Satisfied**

28

1 The Objection asserts that the Plan fails to provide remedies in the event plan
2 payments are not made, thereby violating §1191(c)(3)(B). Objection 31:12-14.
3 However, this argument conveniently fails to take the entirety of §1191(c)(3) into
4 account, which states:

5 (3) (A) The debtor will be able to make all payments under the plan; or
6 (B) (i) there is a reasonable likelihood that the debtor will be able to
7 make all payments under the plan; and (ii) the plan provides
8 appropriate remedies, which may include the liquidation of nonexempt
9 assets, to protect the holders of claims or interests in the event that the
10 payments are not made.
11 11 U.S.C. § 1191(c)(3).

12 Here, the Debtor has demonstrated that it will be able to make all payments under
13 the Plan. Further, the Plan specifically provides for the Bankruptcy Court's jurisdiction to
14 resolve any disputes related to the Plan. See Plan Article 8.08. Accordingly, the Debtor
15 submits that the Plan complies with §1191(c)(3), which is not applicable in any event
16 since the Plan is confirmable under §1191(a).

17 **15. 11 U.S.C. § 1129(d)**

18 Arcadian's final argument is that the principal purpose of the Plan is to avoid
19 taxes, specifically amounts due to the state of Delaware, City and IRS. Objection 31:16-
20 21. Arcadian offers no evidence to substantiate this speculation. Moreover, as detailed
21 above, IRS's amended claim and the City claim were not included in the Plan because
22 they had not been filed when the Plan was filed. The Debtor has fully addressed these
23 claims through claim objections, which demonstrates that the allowed claims should only
24 be a small portion of the claims asserted. With regard to the state of Delaware, the
25 Debtor has filed the inadvertently omitted report and paid the \$722 in taxes that were due
26 and fully resolved this issue, and it is now in good standing in Delaware. Accordingly, this
27 argument is meritless and should be disregarded.

28 **IV. CONCLUSION.**

1 Based on the foregoing, the Debtor respectfully submits that the Plan meets each
2 and every requirement for confirmation pursuant to 11 U.S.C. §§1129, 1181 and 1191,
3 and that the Objection should be overruled in its entirety.

4 RESPECTFULLY SUBMITTED,

5 Dated: October 15, 2024

6 LESLIE COHEN LAW PC

7
8 By /s/ Leslie A. Cohen

9 Leslie A. Cohen
10 Attorneys for Debtor
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DECLARATION OF COLIN THOMSON

I, Colin Thomson, hereby declare as follows:

1. I am over 18 years of age. I am the CEO of Kast Media, Inc., the Debtor and Debtor-in-Possession (“**Debtor**”) in the above-captioned bankruptcy case. Unless otherwise stated, I have personal knowledge or information of the facts set forth herein and, if called as a witness, could and would testify competently thereto. Where statements are made upon information and belief, I believe them to be true and correct.

2. I make this Declaration in support of the foregoing reply (“**Reply**”). Where terms are capitalized herein, they shall have the same meaning as defined in the Reply.

3. The Debtor is a dynamic podcast production company which creates award-winning content. Specializing in podcasts with potential for second-window opportunities in film and television, the Debtor has several projects currently in film & TV development.

4. Prior to its bankruptcy filing, the Debtor’s operations were dramatically affected by downturns in the advertising industry, decreases in revenue and financial stress caused by structured deals with minimum guarantees due on shows that generated insufficient revenue to cover these amounts. This financial stress was exacerbated by pre-petition state court litigation.

5. Once the Debtor’s claim objections are determined by the Court, the Debtor intends to amend its Plan to provide for the appropriate payment terms.

6. Due to an oversight, the Debtor was delayed in filing its annual report with the State of Delaware. However, the Debtor has now filed the omitted report and paid the resulting taxes in the amount of \$722.00. The Debtor is currently in good standing with the State of Delaware. A true and correct copy of the Debtor’s status, as obtained from the Delaware Secretary of State website is attached as **Exhibit A**.

7. Although the Debtor fully disclosed the class action proceeding in its statement of financial affairs and a Notice of Stay due to the bankruptcy was filed in the class action on March 20, 2024, the Debtor inadvertently omitted the claim from its schedules. A true and correct copy of the Notice of Stay is attached as **Exhibit B**. The

1 Debtor is engaged in settlement negotiations regarding the Class Action Claim and,
2 without divulging any protected settlement discussions, the Debtor expects that any
3 resulting claim will be less than \$1 million.

4 8. The Debtor intends to take action against Knouse for his repeated violation
5 of the Knouse Agreement and reserves all rights.

6 9. And the shares being contributed by me under the Plan are voting shares.

7 10. Arcadian has obtained voluminous production from the Debtor and the
8 Debtor's accountant Elyashar & Co, including the Debtor's most recent tax return for 2023
9 which was filed prepetition.

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

12 Executed on this 15th day of October 2024 at St. Louis, Missouri

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16 Colin Thomson
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EXHIBIT A

State Of Delaware

Entity Details

10/15/2024 11:13:59AM

File Number: 7927176

Incorporation Date / Formation Date: 4/7/2020

Entity Name: KAST MEDIA, INC.

Entity Kind: Corporation

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Good Standing

Status Date: 10/14/2024

Registered Agent Information

Name: TELOS LEGAL CORP.

Address: 13 WEST MAIN STREET P.O. BOX 953

City: FELTON

Country:

State: DE

Postal Code: 19943

Phone: 302-483-7293

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kerry Garvis Wright (SBN # 206320) GLASER WEIL FINK HOWARD JORDAN & SHAPIRO LLP 10250 Constellation Boulevard, 19th Floor Los Angeles, California 90067 TELEPHONE NO.: (310) 553-3000 FAX NO. (Optional): (310) 556-2920 E-MAIL ADDRESS (Optional): kgarviswright@glaserweil.com ATTORNEY FOR (Name): Defendants Kast Media, Inc. and Colin Thomson	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 3/20/2024 10:42 AM David W. Slayton, Executive Officer/Clerk of Court, By K. Valenzuela, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse	CASE NUMBER: 22STCV24792 JUDGE: Maren Nelson DEPT.: 17
PLAINTIFF/PETITIONER: JOHN DB DOE et. al., DEFENDANT/RESPONDENT: KAST MEDIA, INC. et al.,	
NOTICE OF STAY OF PROCEEDINGS	

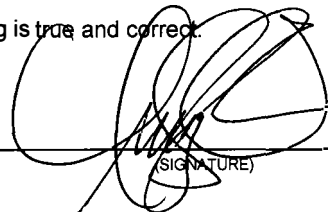
To the court and to all parties:

1. Declarant (name): Kerry Garvis Wright
 - a. is the party the attorney for the party who requested or caused the stay.
 - b. is the plaintiff or petitioner the attorney for the plaintiff or petitioner. The party who requested the stay has not appeared in this case or is not subject to the jurisdiction of this court.
2. This case is stayed as follows:
 - a. With regard to all parties.
 - b. With regard to the following parties (specify by name and party designation): Defendant Kast Media, Inc.
3. Reason for the stay:
 - a. Automatic stay caused by a filing in another court. (Attach a copy of the Notice of Commencement of Case, the bankruptcy petition, or other document showing that the stay is in effect, and showing the court, case number, debtor, and petitioners.)
 - b. Order of a federal court or of a higher California court. (Attach a copy of the court order.)
 - c. Contractual arbitration under Code of Civil Procedure section 1281.4. (Attach a copy of the order directing arbitration.)
 - d. Arbitration of attorney fees and costs under Business and Professions Code section 6201. (Attach a copy of the client's request for arbitration showing filing and service.)
 - e. Other:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 20, 2024

Kerry Garvis Wright
 (TYPE OR PRINT NAME OF DECLARANT)


 (SIGNATURE)

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 03/13/2024 at 4:23 PM and filed on 03/13/2024.



Kast Media Inc.
 7111 Hayvenhurst Ave
 Van Nuys, CA 91406
 Tax ID / EIN: 47-1650234
fka **Kast Media LLC**
aka **Sight Reading Academy**
aka **Kast**

The case was filed by the debtor's attorney:

Leslie A Cohen
 Leslie Cohen Law PC
 1615-A Montana Ave
 Santa Monica, CA 90403
 310-394-5900

The case was assigned case number 1:24-bk-10396.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.cacb.uscourts.gov or at the Clerk's Office, 21041 Burbank Blvd., Woodland Hills, CA 91367-6603.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Kathleen J. Campbell
 Clerk, U.S. Bankruptcy Court

PACER Service Center			
Transaction Receipt			
03/13/2024 16:23:25			
PACER Login:	atty93698	Client Code:	
Description:	Notice of Filing	Search Criteria:	1:24-bk-10396
Billable Pages:	1	Cost:	0.10

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of 18 and not a party to the within action; my business address is 10250 Constellation Boulevard, 19th Floor, Los Angeles, California 90067.

On March 20, 2024 I served the foregoing document(s) described as **NOTICE OF STAY OF PROCEEDINGS** on the interested parties to this action by delivering a copy thereof in a sealed envelope addressed to each of said interested parties at the following address(es):

SEE ATTACHED LIST

- (CASE ANYWHERE ELECTRONIC TRANSMISSION)** The above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.
- (BY FACSIMILE)** I caused the above-referenced document to be transmitted to the interested parties via facsimile transmission to the fax number(s) as stated on the attached service list.
- (BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 20, 2024 at Los Angeles, California.

/s/ Viktoriia Afanasieva
Viktoriia Afanasieva

GlaserWeil

SERVICE LIST

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*Attorneys for Plaintiffs BRADLEY DENHAM,
RICHELLE MEISS, KAYLON RUSHING, and
HARLEY ROMAN, individually, and on behalf
of others similarly situated*

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Email: mmatern@maternlawgroup.com
Email: jboxer@maternlawgroup.com

Glaser Weil

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:

1615-A Montana Avenue, Santa Monica, CA 90403

A true and correct copy of the foregoing document entitled (*specify*): **REPLY IN SUPPORT OF PLAN AND IN RESPONSE TO OBJECTIONS BY ARCADIAN VANGUARD LLC; DECLARATION OF COLIN THOMSON** 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*) 10/15/2024, 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:

- Kathleen A Cashman-Kramer kcashman-kramer@fennemorelaw.com, theresam@psdslaw.com
- Russell Clementson russell.clementson@usdoj.gov
- Leslie A Cohen leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com
- Asha Dhillon asha.dhillon@turnerdhillon.com
- Moriah Douglas Flahaut (TR) douglas.flahaut@arentfox.com, C194@ecfcbis.com
- Samuel R Maizel samuel.maizel@dentons.com, alicia.aguilar@dentons.com;docket.general.lit.LOS@dentons.com;tania.moyron@dentons.com;kathryn.howard@dentons.com;joan.mack@dentons.com;derry.kalve@dentons.com
- Matthew J Matern mmatern@maternlawgroup.com, lolarra@maternlawgroup.com;ereyes@maternlawgroup.com;rsuh@maternlawgroup.com;jboxer@maternlawgroup.com
- Gary B Rudolph grudolph@fennemorelaw.com, bkstaff@sullivanhill.com;vidovich@ecf.inforuptcy.com;rudolph@ecf.courtdrive.com;kcashman-kramer@fennemorelaw.com;ejames@fennemorelaw.com;james@ecf.courtdrive.com
- United States Trustee (SV) ustprejon16.wh.ecf@usdoj.gov Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 10/15/2024, 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.

Service information continued on attached pages

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.

10/15/24
Date

Clare Hendrics
Printed Name

/s/ Clare Hendricks
Signature