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Debtor and Debtor-in-Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA**

In re

SERACARE LIFE SCIENCES, INC.,
a California Corporation (d/b/a Therasource
International; f/k/a The Western States Group,
Inc.; d/b/a Biomedical Resources, a division of
SeraCare Life Sciences, Inc.; d/b/a Genomics
Collaborative, a division of SeraCare Life
Sciences, Inc.; f/k/a Southwest Biological
Services Western States Plasma Co., Inc.; d/b/a
Boston Biomedica, Inc.; d/b/a SeraCare
Bioservices; and d/b/a SeraCare Diagnostics),

Debtor and Debtor-in-Possession.

Case No. SD 06-00510 LA11

Chapter 11 Proceeding

**DEBTOR'S NOTICE OF MOTION AND
MOTION FOR EXTENSION OF
EXCLUSIVE PERIODS TO FILE A PLAN
AND TO SOLICIT ACCEPTANCES
THERETO; DECLARATION OF CATHRYN
LOW IN SUPPORT THEREOF**

DATE: July 20, 2006

TIME: 2:00 p.m.

PLACE: Courtroom 2

[11 U.S.C. 1121]

1 **TO THE HONORABLE LOUISE DECARL ADLER, UNITED STATES BANKRUPTCY**
2 **JUDGE; AND PARTIES IN INTEREST:**

3 SeraCare Life Sciences, Inc., the debtor and debtor in possession (“Debtor”), hereby move this
4 Court, pursuant to the provisions of Section 1121 of the Bankruptcy Code, for an order extending the
5 Debtor’s exclusivity periods for approximately ninety (90) days, specifically (i) extending, through
6 and including October 18, 2006 the period within which the Debtor has the exclusive right to file a
7 plan, (ii) extending, through and including December 18, 2006, the period within which the Debtor has
8 the exclusive right to solicit acceptances to such plan, and (iii) providing that such order is without
9 prejudice to the Debtor’s right to seek further extension of such exclusivity periods in accordance with
10 the requirements of Section 1121.

11 This Motion is based upon the Memorandum of Points and Authorities set forth
12 hereinbelow, the Declaration of Cathryn Low attached hereto, all pleadings, papers and records on
13 file with the Court, and such other evidence, oral or documentary, as may be presented to the Court
14 prior to or at the time of any hearing on the Motion, should a hearing be requested.

15 Based on the foregoing, the Debtor requests that this Court enter its order granting the relief
16 requested.

17 DATED: June 22, 2006

WINTHROP COUCHOT
PROFESSIONAL CORPORATION

20 By: _____ /s/
21 Paul J. Couchot
22 Peter W. Lianides
23 Garrick A. Hollander
24 General Insolvency Counsel for SeraCare Life
25 Sciences, Inc., Debtor and Debtor-in-Possession

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **BACKGROUND**

4 The Debtor is a manufacturer and supplier of biological materials and services essential for the
5 use and manufacture of diagnostic tests and the discovery, development and commercial production of
6 pharmaceuticals. Its diverse customer base includes clinical and government laboratories,
7 pharmaceutical and biotechnology companies and research organizations in industry and academia.
8 Many of its customers operate in highly regulated segments of the life sciences industry with strict
9 quality standards, such as blood testing, biopharmaceutical manufacturing and clinical diagnostic
10 laboratories.

11 The Debtor's business has two primary segments: Diagnostic Products, which include
12 laboratory products and diagnostic intermediates, and Biopharmaceutical Products, which include
13 discover products and services and bioprocessing products. Its laboratory products include reference
14 tests used to monitor the performance of laboratory tests for viruses that cause serious infectious
15 diseases, in order to detect errors and thereby lower the risk of reporting inaccurate results. Its
16 diagnostics intermediates are the materials used to produce diagnostic test kits, such as human and
17 animal plasma-based components and biological products. Its diagnostic products are sold to hospital
18 laboratories, independent clinical laboratories, public health laboratories, blood banks, manufacturers
19 of diagnostic test kits and regulatory agencies that oversee the manufacture and use of such test kits.
20 The Debtor's discovery products and services include approximately 600,000 biological samples, as
21 well as management of approximately 12 million human samples, including tissue, serum, plasma,
22 whole blood, DNA and RNA.

23 The Debtor is a publicly held entity. Until recently, its shares were actively traded on the
24 NASDAQ National Market. Its corporate headquarters are located in Oceanside, California. It also
25 has significant operations in Massachusetts and Maryland. At the present time the Debtor has
26 approximately 240 employees. Twenty eight of these employees are located at its Oceanside facility.
27 The remainder of the employees are located in its East Coast facilities.

1 The Debtor has two sets of primary secured creditors: Union Bank and Brown Brothers
2 Harriman & Co. (the "Senior Secured Lenders") and a consortium of subordinated lenders whose agent
3 is David Barrett, Inc. ("Subordinated Lenders").

4 Certain accounting irregularities precipitated a technical default under the terms of the
5 *Revolving/Term Credit and Security Agreement dated as of September 14, 2004* (the "Credit
6 Agreement") with the Senior Secured Lenders. Although efforts were made to negotiate a consensual
7 workout, the terms offered by the Senior Secured Lenders did not provide the company sufficient
8 liquidity to operate its business, forcing the instant Chapter 11 filing. The Debtor has been operating
9 under Chapter 11 protection since March 22, 2006.

10 The Debtor has scheduled unsecured claims of approximately \$7.3 million set forth in Schedule
11 F, scheduled priority claims of approximately \$875,706 set forth in Schedule E, and over 14 million
12 shares of outstanding common stock.

13 As of June 16, 2006, the Debtor owed approximately \$14.2 million to the Senior Secured
14 Lenders. The Senior Secured Lenders, the first priority lien-holders, are current on all debt service
15 payments and have received principal pay-downs totaling \$6 million during the first 86 days of this
16 Chapter 11 case. The Subordinated Lenders are owed approximately \$4.0 million.

17 As of June 16, 2006, the Debtor had cash of approximately \$19.8 million. As of June 16,
18 2006, the Debtor had \$8.5 million of accounts receivables based on book value. The Debtor's
19 historic loss rate for all of its accounts receivable is less than 2%. The Debtor's estimated book value
20 of inventory is approximately \$35 million as of June 16, 2006. In order to be conservative due to the
21 lack of a current appraisal, in its schedules the Debtor estimated a liquidation value of \$10,528,697,
22 approximately 30% of book value. The schedules also reflect that the Debtor has other "hard" assets
23 with an estimated value of \$12 million some of which are also purportedly subject to the liens of the
24 Senior Secured Lenders and Barrett.

25 The Debtor submits that it has been diligent in the administration of this Chapter 11 case. The
26 Debtor quickly filled the management void by hiring Cathryn Low as the interim chief financial
27 officer. The Court has entered orders (i) authorizing the Debtor's use of cash collateral, (ii)

1 authorizing payment of certain pre-petition priority wage claims, (iii) establishing adequate assurances
2 for Utilities under Section 366, (iii) denying appointment of an equity committee, (iv) limiting notice,
3 (iv) approving a Stipulation with Wyeth Pharmaceuticals, Inc. and Instituto Grifols, S.A., (v)
4 authorizing the Debtor to set a claims bar date, etc.

5 The Debtor's requested extension of exclusivity is not intended to hold the parties in interest in
6 this case "hostage" to the Debtor's restructuring efforts. In fact, the Debtor intends to file a Chapter 11
7 Plan and Disclosure Statement by the hearing on this Motion. The extension of time sought by the
8 Debtor will afford the Debtor an opportunity to negotiate effectively concerning the ultimate terms of a
9 Chapter 11 plan. Given the number of active constituencies in this case, additional time is needed to
10 formulate a chapter 11 plan.

11 II.

12 CAUSE EXISTS TO EXTEND THE DEBTORS' EXCLUSIVE PERIODS FOR FILING A 13 PLAN AND SOLICITING ACCEPTANCES THERETO

14 Section 1121(b) provides that the Debtor has a 120 exclusivity period to file a Chapter 11
15 plan. Moreover, Section 1121(c) provides that the Debtor has a 180 day exclusivity period for the
16 debtor to obtain acceptance of its plan, if the Debtor files a plan within the 120 day exclusivity
17 period:

18 (b) Except as otherwise provided in this section, **only the debtor may file a plan**
19 **until after 120 days after the date of the order for relief** under this chapter.

20 (c) Any party in interest *** may file a plan if and only if— ***

21 (2) the debtor has not filed a plan before 120 days after the date of the order for
22 relief under this chapter; or

23 (3) the debtor has not filed a plan that has been accepted, before **180 days after**
24 **the date of the order for relief** under this chapter, by each class of claims or
25 interests that is impaired under the plan.

26 11 U.S.C. § 1121(b) and (c) (emphasis added).

27 Section 1121(d) provides that the 120 day and 180 day exclusivity periods may be extended for
28 "cause" up to maximum of eighteen (18) months, and twenty (20) months, respectively, after the date
of the order for relief:

1 (d)(1) Subject to paragraph (2), on request of a party in interest made within the
2 respective periods specified in subsections (b) and (c) of this section and after notice
3 and a hearing, the court may for cause reduce or increase the 120- day period or the
4 180-day period referred to in this section.

5 (2)(A) The 120-day period specified in paragraph (1) may not be extended beyond a
6 date that is 18 months after the date of the order for relief under this chapter.

7 (B) The 180-day period specified in paragraph (1) may not be extended beyond a
8 date that is 20 months after the date of the order for relief under this chapter.

9 11 U.S.C.A. § 1121(d).

10 The Bankruptcy Code does not define “cause” as used in Section 1121(d). The decision
11 regarding whether to grant a request to extend the exclusivity periods lies within the sound discretion
12 of the bankruptcy judge. In re Gibson & Cushman, 101 B.R. 405, 409 (E.D.N.Y. 1989). In the case,
13 In re Eagle-Picher Industries, Inc., 176 B.R. 143 (Bankr. S.D. Ohio 1994), the official unsecured
14 creditors’ committee filed a motion to terminate the debtor’s exclusivity period so that it could file a
15 competing plan. The official unsecured creditors’ committee believed that the presentation of
16 competing plans would serve to expedite a prompt resolution of the case and, therefore, that the
17 debtor’s exclusivity period should be terminated. The court found that this did not constitute cause
18 for the termination of the debtor’s exclusivity period, specifically stating:

19 The view of the UCC [Committee] that it should in fairness be allowed to file an
20 alternative plan because it is entitled to a level playing field does not lead us to alter
21 our view that the UCC has failed to show cause for termination of the exclusivity
22 period. **The UCC argued that a level playing field was what was contemplated
23 by the Bankruptcy Code. That is simply not so. The concept of an exclusivity
24 period in favor of the debtor, a consideration at the heart of the Bankruptcy
25 Code, on its face contradicts the notion that parties in a chapter 11 bankruptcy
26 case be given an equal opportunity to seek confirmation of a plan.** What will
27 happen now in these consolidated cases is that they will proceed in the manner
28 contemplated by the Bankruptcy Code. That is debtors under the shield of
exclusivity will present their plan. Other constituencies, all in these case,
represented by knowledgeable and competent counsel, can then take such steps in
pursuit of the interest of their constituencies as are appropriate. If the debtor’s plan
fails at confirmation, then it may be appropriate for these constituencies to present
their own plan or plans.

Id. at 148 (emphasis added).

The “cause” standard in Section 1121 has been referred to as a general standard that allows
the bankruptcy court “maximum flexibility to suit various types of reorganization proceedings.” In re

1 Public Service Company of New Hampshire, 88 B.R. 534 (Bankr.D.N.H. 1988). The accepted
2 standard to extend the exclusivity periods, supported by the legislative history of Section 1121,
3 requires merely that the debtor make a “showing of some promise of success for reorganization.” Id.
4 (quoting S.Rep. No. 95-989, 95th Cong.2d Sess. 118 (1978), U.S. Code Cong. & Admin.News 1978 p.
5 5904). Further, the legislative history of Section 1121 indicates that the very notion of the exclusivity
6 periods is to favor and promote a debtor’s efforts to reorganize. See, Legislative History 140 Cong.
7 Rec. H 10764, October 4, 1994 (“Exclusivity is intended to promote an environment in which the
8 debtor’s business may be rehabilitated and a consensual plan may be negotiated.”).

9 In addition to the “promise of success” for a debtor’s prospective reorganization, other factors
10 weighed by courts to determine whether “cause” exists for the proposed extension of exclusivity
11 periods include the following: (1) the size and complexity of the case; (2) the necessity of sufficient
12 time to permit the debtor to negotiate a plan of reorganization and prepare adequate information; (3)
13 the existence of good faith progress toward reorganization; (4) the fact that the debtor is paying its bills
14 as they become due; (5) whether the debtor has made progress in negotiations with its creditors; (6) the
15 amount of time which has elapsed in the case; (7) whether the debtor is seeking an extension of
16 exclusivity in order to pressure creditors to submit to the debtor’s reorganization demands; and (8)
17 whether an unresolved contingency exists. In re Dow Corning Corporation, 208 B.R. 661 (Bankr.
18 E.D.Mich. 1997). See also Collier on Bankruptcy-15th Edition Rev., ¶1121.06 (2006).

19 As will be demonstrated hereinbelow, the above factors strongly weigh in favor of the
20 requested extension of the exclusivity periods in this case.

21 1. “Some promise of success for reorganization.” Clearly, there is more than “some
22 promise of success for reorganization” here. As set forth in the Declaration of Cathryn Low, the
23 Debtor has substantial equity in its assets and the financial ability to reorganize. The Debtor has been
24 post-petition current on its vendor and trade claims. In fact, the bankruptcy petition itself was
25 precipitated by a technical default, rather than an actual monetary default, under the Credit
26 Agreement with the Senior Secured Lenders.

1 or 180-day period must be made before those periods have expired.” Collier on Bankruptcy, 15th Ed.
2 Revised, ¶1121.06 (2006).¹ Since the Debtor is making this request before the expiration of the
3 Debtor’s exclusive period to file a plan, as previously extended by Order of the Court this Motion is
4 made timely.

5 **IV.**

6 **CONCLUSION**

7 Based upon the foregoing, the Debtor respectfully requests that the Court enter an order
8 granting the following relief:

- 9 1. Extending to October 18, 2006 Debtor’s exclusive period to file a Chapter 11
10 plan pursuant to 11 U.S.C. § 1121(b) and (c)(2);
11 2. Extending to December 18, 2006, the Debtor’s exclusive period to solicit
12 acceptances to such a plan pursuant to 11 U.S.C. § 1121(c)(3);
13 3. Providing that such order is without prejudice to the Debtor’s right to seek
14 further extensions of the exclusive periods; and
15 4. Granting to the Debtor such other and further relief as is proper under the
16 circumstances of this case

17 DATED: June 22, 2006

**WINTHROP COUCHOT
PROFESSIONAL CORPORATION**

18
19
20 By: _____ /s/
21 Paul J. Couchot
22 Peter W. Lianides
23 Garrick A. Hollander
24 General Insolvency Counsel for SeraCare Life
25 Sciences, Inc., Debtor and Debtor-in-Possession

26 _____
27 ¹ The 2005 Amendments (Bankruptcy Abuse Prevention and Consumer Protection Act) requires “in a *small business case*”
28 that “the order extending time is signed before the existing deadline has expired.” 11 U.S.C.A. § 1121(e)(3)(C). However,
the instant chapter 11 proceeding is not a “small business case”. Accordingly, there is no requirement here that the order be
signed prior to the expiration of the exclusivity deadline.

1 **DECLARATION OF CATHRYN LOW**

2 I, Cathryn Low, declare and state as follows:

3 1. The matters stated herein are true and correct and within my personal knowledge. If
4 called as a witness, I could and would competently testify thereto.

5 2. This Declaration is provided in support of the Debtor’s MOTION FOR EXTENSION OF
6 EXCLUSIVE PERIODS TO FILE A PLAN AND TO SOLICIT ACCEPTANCES THERETO
7 (“Motion”). I have reviewed the Motion and, to the best of my knowledge, the factual representations
8 contained therein are materially true and correct.

9 3. Since March 31, 2006, I have been the acting Chief Financial Officer of SeraCare Life
10 Sciences, Inc., a California corporation (the “Debtor”). I was retained by the Debtor through
11 Prolman Associates, a firm specializing in business turnarounds and management of bankruptcy
12 reorganizations.

13 4. The Debtor is a manufacturer and supplier of biological materials and services essential
14 for the use and manufacture of diagnostic tests and the discovery, development and commercial
15 production of pharmaceuticals. Its diverse customer base includes clinical and government
16 laboratories, pharmaceutical and biotechnology companies and research organizations in industry and
17 academia. Many of its customers operate in highly regulated segments of the life sciences industry
18 with strict quality standards, such as blood testing, biopharmaceutical manufacturing and clinical
19 diagnostic laboratories.

20 5. The Debtor's business has two primary segments: Diagnostic Products, which include
21 laboratory products and diagnostic intermediates, and Biopharmaceutical Products, which include
22 discovery products and services and bioprocessing products. Its laboratory products include reference
23 tests used to monitor the performance of laboratory tests for viruses that cause serious infectious
24 diseases, in order to detect errors and thereby lower the risk of reporting inaccurate results. Its
25 diagnostics intermediates are the materials used to produce diagnostic test kits, such as human and
26 animal plasma-based components and biological products.

1 6. The Debtor's diagnostic products are sold to hospital laboratories, independent clinical
2 laboratories, public health laboratories, blood banks, manufacturers of diagnostic test kits and
3 regulatory agencies that oversee the manufacture and use of such test kits. The Debtor's discovery
4 products and services include approximately 600,000 biological samples, as well as management of
5 approximately 12 million human samples, including tissue, serum, plasma, whole blood, DNA and
6 RNA.

7 7. The Debtor is a publicly held entity. Until recently, its shares were actively traded on the
8 NASDAQ National Market. Its corporate headquarters are located in Oceanside, California. It also
9 has significant operations in Massachusetts and Maryland.

10 8. At the present time the Debtor has approximately 240 employees. Twenty-eight of these
11 employees are located at its Oceanside facility. The remainder is located in its East Coast facilities.

12 9. The Debtor's annualized revenue for fiscal year 2005 (ended September 30, 2005) was
13 approximately \$55.0 million, and its EBITDA in the \$3.0 to \$5.0 million range. Based upon internal
14 operating projections, the Debtor believes that it will continue to generate positive earnings from
15 recurring operations in fiscal year 2006.

16 10. The Debtor has scheduled unsecured claims of approximately \$7.3 million set forth in
17 Schedule F, scheduled priority claims of approximately \$875,706 set forth in Schedule E, and over 14
18 million shares of outstanding common stock.

19 11. The Debtor has two sets of primary secured creditors: Union Bank and Brown Brothers
20 Harriman & Co. (the "Senior Secured Lenders") and a consortium of subordinated lenders whose
21 agent is David Barrett, Inc. ("Subordinated Lenders").

22 12. As of June 16, 2006, the Debtor owed approximately \$14.2 million to the Senior Secured
23 Lenders. The Senior Secured Lenders, the first priority lien-holders, are current on all debt service
24 payments and have received principal pay-downs totaling \$6 million during the first 86 days of this
25 Chapter 11 case. The Subordinated Lenders are owed approximately \$4.0 million.

26 13. As of June 16, 2006, the Debtor had cash of approximately \$19.8 million. As of June 16,
27 2006, the Debtor had \$8.5 million of accounts receivables based on book value. The Debtor's historic
28

1 loss rate for all of its accounts receivable is less than 2%. The Debtor's estimated book value of
2 inventory is approximately \$35 million as of June 16, 2006. In order to be conservative due to the lack
3 of a current appraisal, in its schedules the Debtor estimated a liquidation value of \$10,528,697,
4 approximately 30% of book value. The schedules also reflect that the Debtor has other "hard" assets
5 with an estimated value of \$12 million some of which are also purportedly subject to the liens of the
6 Senior Secured Lenders and Barrett.

7 14. I believe the Debtor has substantial equity in its assets and the financial ability to
8 reorganize. The Debtor has been post-petition current on its vendor and trade claims. The bankruptcy
9 petition itself was precipitated by a technical default, rather than an actual monetary default, under the
10 Credit Agreement with the Senior Secured Lenders.

11 15. The Debtor recently obtained Court approval of a four-month cash collateral stipulation
12 that will result in full repayment of its term loan with the Senior Secured Lenders. The Debtor is now
13 in a position to negotiate with all constituencies.

14 16. This is the Debtor's first request for an extension of exclusivity. The case is only
15 approximately 90 days old. The Debtor's requested plan exclusivity extension is not intended to hold
16 the parties in interest in this case "hostage" to the Debtor's restructuring efforts. The extension of
17 time sought by the Debtor will afford the Debtor an opportunity to negotiate effectively concerning
18 the ultimate terms of a Chapter 11 plan.

19 I declare that the foregoing is true and correct under the penalty of perjury.

20 Executed this 22nd day of June 2006, in Oceanside, California.

21
22 _____ /s/
Cathryn Low

1 **CERTIFICATE OF SERVICE**

2 I, Nadine Lorenzo, declare as follows:

3 I am employed in the County of Orange, State of California; I am over the age of eighteen years
4 and am not a party to this action; and my business address is 660 Newport Center Drive, Fourth Floor,
Newport Beach, California 92660, in said County and State.

5 On **June 22, 2006**, I served the following document: **DEBTOR'S NOTICE OF MOTION
6 AND MOTION FOR EXTENSION OF EXCLUSIVE PERIODS TO FILE A PLAN AND TO
7 SOLICIT ACCEPTANCES THERETO; DECLARATION OF CATHRYN LOW IN SUPPORT
8 THEREOF** on each of the interested parties (stated on the attached service list/as follows):

9 **SEE ATTACHED SERVICE LIST**

10 by the following means of service:

<input checked="" type="checkbox"/>	BY FACSIMILE: On the above-mentioned date, from Newport Beach, California, I caused each such document to be transmitted by facsimile machine to the parties and numbers indicated above. To the best of my knowledge, the transmission was reported as complete, and no error was reported by the facsimile machine. A copy of the transmission record is maintained by our office.
<input checked="" type="checkbox"/>	BY ELECTRONIC MAIL: On the above-mentioned date, from Newport Beach, California, I caused each such document to be transmitted electronically to the parties at the e-mail address indicated above. To the best of my knowledge, the transmission was reported as complete, and no error was reported that the electronic transmission was not completed. A return receipt was requested at the time of the transmission of each such document and I did not receive a notice of failure of receipt of each such document.
<input checked="" type="checkbox"/>	I am employed in the office of Winthrop Couchot Professional Corporation. Richard H. Golubow is a member of the bar of this Court.
<input checked="" type="checkbox"/> (FEDERAL)	I declare under penalty of perjury that the foregoing is true and correct.

11
12
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17
18 Executed on **June 22, 2006**, at Newport Beach, California.

19
20 _____/s/
Nadine Lorenzo

SERVICE LIST

<p><u>Via Electronic Mail</u> <u>Debtor</u> SeraCare Life Sciences, Inc. Kai Loedel, Director of Finance 1935 Avenida del Oro, Suite F Oceanside, CA 92056 kloedel@seracare.com</p>	<p><u>Via Electronic Mail</u> <u>United States Trustee</u> Mary Testerman Duvoisin, Esq. 402 W. Broad Street., Suite 600 San Diego, CA 92101 mary.m.testerman@usdoj.gov</p>
<p><u>Via Electronic Mail</u> <u>Committee Counsel</u> Hamid Rafatjoo, Esq. Pachulski, Stang, Ziehl, Young, Jones & Weintraub 10100 Santa Monica Boulevard, 11th Floor Los Angeles, CA 90067-4100 hrafatjoo@pszvjlw.com</p>	<p><u>Via Electronic Mail</u> <u>Committee Counsel</u> Henry C. Kevane, Esq. Maxim B. Litvak, Esq. Pachulski, Stang, Ziehl, Young, Jones & Weintraub 150 California Street, 15th Floor San Francisco, CA 94111-4500 hkevane@pszvjlw.com</p>
<p><u>Via Electronic Mail</u> Brian Metcalf, Esq., Suzanne Uhland, Esq. Andor Turner, Esq. O'Melveny & Myers LLP 400 South Hope Street Los Angeles, CA 90071-2899 suhland@omm.com BMetcalf@OMM.com ATurner@OMM.com</p>	<p><u>Via Electronic Mail</u> <u>Counsel for Union Bank</u> Laura Stuart Taylor , Esq. Sheppard Mullin Richter & Hampton LLP 501 West Broadway Nineteenth Floor San Diego, CA 92101 ltaylor@sheppardmullin.com</p>
<p><u>Via Facsimile</u> SEC Pacific Regional Office Sandy Lavigna, Esq. 5670 Wilshire Boulevard, 11th Floor Los Angeles, CA 90036-3648 Facsimile No. (323) 965-4530</p>	