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6
7 **UNITED STATES BANKRUPTCY COURT**
NORTHERN DISTRICT OF CALIFORNIA
8 **SAN JOSE DIVISION**

9 In re:) Case No. 15-53931 MEH 11
)
10 HOMEJOY (Assignment for the Benefit of) Chapter 11 Case
Creditors), LLC, a California limited liability)
11 company,) **DISCLOSURE STATEMENT DESCRIBING**
) **DEBTOR'S PLAN OF REORGANIZATION**
12 Debtor and Debtor in Possession.) **(DATED SEPTEMBER 15, 2016)**
)
13) Disclosure Statement Hearing:
) Date: October 20, 2016
14) Time: 10:30 a.m.
) Place: U.S. Bankruptcy Court
15) Courtroom 3020
) 280 South First Street
16) San Jose, CA 95113-3099
) Judge: The Hon. M. Elaine Hammond.
17)
18) Plan Confirmation Hearing:
) Date: [To Be Scheduled]
19) Time: [To Be Scheduled]
) Place: [Same As Above]
20)
21)
22)

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1 **I. INTRODUCTION**

2 Homejoy (Assignment for the Benefit of Creditors) LLC, a California limited liability
3 company, chapter 11 debtor and debtor in possession in the above-captioned, chapter 11
4 bankruptcy case (the "Debtor"), is the Debtor in a pending chapter 11 bankruptcy case. The
5 Debtor filed a voluntary petition under chapter 11 of 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy
6 Code") on December 15, 2015 (the "Petition Date"). An Official Committee of Unsecured
7 Creditors (the "Committee") was formed on February 1, 2016.

9 This document is the Disclosure Statement which describes the Debtor's Plan of
10 Reorganization (Dated September 15, 2016) ("Plan") that is being proposed by the Debtor.

11 Chapter 11 allows the Debtor, and, under some circumstances, creditors and other
12 parties in interest, to propose a plan of reorganization. The Plan is a plan of reorganization that
13 is beingproposed by the Debtor. The Debtor supports the Plan and confirmation of the Plan,
14 and the Debtor believes that the Committee also supports the Plan and confirmation of the
15 Plan. The effective date of the Plan (the "Effective Date") will be the first business day which
16 is at least fifteen days following the date of entry of the Court order confirming the Plan (the
17 "Plan Confirmation Order") and the satisfaction or waiver by the Debtor of all of the following
18 conditions to the effectiveness of the Plan: (a) there shall not be any stay in effect with respect
19 to the Plan Confirmation Order; (b) the Plan Confirmation Order shall not be subject to any
20 appeal or rehearing; (c) the Plan and all documents, instruments and agreements to be executed
21 in connection with the Plan shall have been executed and delivered by all parties to such
22 documents, instruments and agreements, and (d) the Plan Confirmation Order must be
23 reasonably acceptable to the Debtor and the Committee. All capitalized terms used in this
24 Disclosure Statement which are not defined in this Disclosure Statement but which are defined
25 in the Plan shall be deemed to have the same definitions as used in the Plan.
26
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28

1 **A. Disclaimer**

2 **THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT**
3 **AND THE PLAN IS INCLUDED HEREIN AND THEREIN FOR PURPOSES OF**
4 **SOLICITING ACCEPTANCES OF THE PLAN AND DESCRIBING TREATMENT**
5 **UNDER THE PLAN. THE INFORMATION CONTAINED HEREIN AND THEREIN**
6 **MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE**
7 **HOW TO VOTE ON THE PLAN AND TO DESCRIBE TREATMENT UNDER AND**
8 **TERMS OF THE PLAN. NO PERSON MAY GIVE ANY INFORMATION OR MAKE**
9 **ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND**
10 **REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT OR THE**
11 **PLAN, REGARDING THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF**
12 **THE PLAN.**

13
14
15 **THE INFORMATION AND STATEMENTS CONTAINED IN THIS**
16 **DISCLOSURE STATEMENT, INCLUDING, WITHOUT LIMITATION,**
17 **INFORMATION ABOUT THE DEBTOR, ITS BUSINESS AND ITS BANKRUPTCY**
18 **ESTATE AND ASSETS, HAVE BEEN PROVIDED SOLELY BY THE DEBTOR, AND**
19 **SUCH INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY ANY**
20 **OTHER PARTY.**

21
22 **ALL CREDITORS AND PARTIES IN INTEREST ARE ADVISED AND**
23 **ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN**
24 **THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. PLAN**
25 **SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT OR**
26 **THE PLAN ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE**
27 **PLAN, THIS DISCLOSURE STATEMENT AND THE EXHIBITS ANNEXED TO THIS**
28

1 DISCLOSURE STATEMENT, AND, IF THE TERMS OF THIS DISCLOSURE
2 STATEMENT AND THE PLAN ARE INCONSISTENT, THE PLAN WILL CONTROL.
3 THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE
4 ONLY AS OF THE DATE HEREOF AND THERE CAN BE NO ASSURANCE THAT
5 THE STATEMENTS CONTAINED HEREIN SHALL BE CORRECT AT ANY TIME
6 AFTER THE DATE HEREOF. ANY ESTIMATES OF CLAIMS AND INTERESTS SET
7 FORTH IN THIS DISCLOSURE STATEMENT MAY VARY FROM THE AMOUNTS
8 OF CLAIMS AND INTERESTS ULTIMATELY ALLOWED BY THE COURT.
9

10 THE FINANCIAL DATA RELIED UPON IN FORMULATING THE PLAN IS
11 BASED ON THE DEBTOR'S BOOKS AND RECORDS WHICH, UNLESS
12 OTHERWISE INDICATED, ARE UNAUDITED. THE INFORMATION CONTAINED
13 IN THIS DISCLOSURE STATEMENT IS PROVIDED BY THE DEBTOR. THE
14 COURT HAS NOT YET DETERMINED WHETHER OR NOT THE PLAN IS
15 CONFIRMABLE, AND THE COURT HAS NO RECOMMENDATION AS TO
16 WHETHER OR NOT YOU SHOULD SUPPORT OR OPPOSE, OR ACCEPT OR
17 REJECT, THE PLAN.
18

19 **B. Purpose of this Disclosure Statement**

20 This Disclosure Statement summarizes what is in the Plan and tells you certain
21 information relating to the Plan and the process the Court follows in determining whether or not
22 to confirm the Plan.
23

24 **READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO**
25 **KNOW ABOUT:**

26 (1) WHO CAN VOTE OR OBJECT,
27
28

1 (2) **WHAT THE TREATMENT OF YOUR CLAIM IS (i.e., what your claim**
2 **will receive if the Plan is confirmed) AND HOW THIS TREATMENT COMPARES TO**
3 **WHAT YOUR CLAIM WOULD RECEIVE IN A CHAPTER 7 LIQUIDATION OF THE**
4 **DEBTOR,**

5 (3) **THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS**
6 **DURING ITS BANKRUPTCY CASE,**

7 (4) **THINGS THE COURT WILL LOOK AT TO DECIDE WHETHER OR**
8 **NOT TO CONFIRM THE PLAN,**

9 (5) **THE EFFECT OF PLAN CONFIRMATION, AND**

10 (6) **WHETHER THE PLAN IS FEASIBLE.**

11
12 This Disclosure Statement cannot tell you everything about your rights. You should
13 consider consulting your own lawyer to obtain more specific advice on how the Plan will affect
14 you and what is the best course of action for you.

15
16 Be sure to read the Plan as well as this Disclosure Statement. If there are any
17 inconsistencies between the Plan and this Disclosure Statement, the Plan provisions will govern.

18 The Bankruptcy Code requires a Disclosure Statement to contain "adequate information"
19 concerning the Plan. The Bankruptcy Court has approved this document as an adequate
20 Disclosure Statement, containing enough information to enable parties affected by the Plan to
21 make an informed judgment about the Plan. Only after this Disclosure Statement has been
22 approved by the Court may the Debtor solicit votes for the Plan.

23
24 **C. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing**

25 THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS
26 DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE
27 NOT YET BINDING ON ANYONE. HOWEVER, IF THE COURT LATER CONFIRMS
28

1 THE PLAN, THEN THE PLAN WILL BE BINDING ON ALL CREDITORS AND
2 INTEREST HOLDERS IN THIS CASE.

3 **1. Time and Place of the Plan Confirmation Hearing**

4 The hearing where the Court will determine whether or not to confirm the Plan (the
5 “Plan Confirmation Hearing”) will take place on _____, 2016, at __:__ .m., before the
6 Honorable M. Elaine Hammond, United States Bankruptcy Judge for the Northern District of
7 California, San Jose Division, in Courtroom 3020 of the United States Bankruptcy Courthouse
8 located at 280 South First Street, San Jose, California 95113-3099.

10 **2. Deadline For Voting For or Against the Plan**

11 If you are entitled to vote, it is in your best interest to timely vote on the enclosed ballot
12 and return the ballot in the enclosed envelope to Ron Bender, Esq., Levene, Neale, Bender, Yoo
13 & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067. You can
14 also email your completed ballot to rb@lnbyb.com. Your ballot must be received by 5:00 p.m.,
15 PST, on _____, 2016 or it will not be counted.

17 **3. Deadline for Objecting to the Confirmation of the Plan**

18 Objections to the confirmation of the Plan must, by _____, 2016, be filed with
19 the Court and served by same day service upon counsel to the Debtor – Ron Bender, Esq.,
20 Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los
21 Angeles, California 90067, fax: (310) 229-1244, email: rb@lnbyb.com and upon counsel to the
22 Committee – Teddy M. Kapur, Esq., Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica
23 Blvd., 13th Floor, Los Angeles, California 90067-4003, fax (310) 201-0760, email:
24 tkapur@pszjlaw.com.

26 **D. Identity of Persons to Contact for More Information Regarding the Plan**

1 Any interested party desiring further information about the Plan should contact counsel
2 to the Debtor – Ron Bender, Esq., Levene, Neale, Bender, Yoo & Brill L.L.P., 10250
3 Constellation Blvd., Suite 1700, Los Angeles, California 90067, fax: (310) 229-1244, email:
4 rb@lnbyb.com or counsel to the Committee - Teddy M. Kapur, Esq., Pachulski Stang Ziehl &
5 Jones LLP, 10100 Santa Monica Blvd., 13th Floor, Los Angeles, California 90067-4003, fax
6 (310) 201-0760, email: tkapur@pszjlaw.com.
7

8 **II. BACKGROUND**

9 **A. Description and History of the Debtor and the Circumstances which Led to the** 10 **Filing of the Debtor’s Chapter 11 Case**

11 As indicated above, the Debtor commenced its bankruptcy case by filing a voluntary
12 petition under Chapter 11 of the Bankruptcy Code on the Petition Date (December 15, 2015).
13 The Debtor continues to manage its financial affairs and bankruptcy estate as a debtor in
14 possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.
15

16 The Debtor is the assignee and special purpose entity formed by Sherwood
17 Management, LLC (“Sherwood Management”) prepetition for the assignment for the benefit of
18 creditors (“ABC”) of Homejoy, Inc. (“Homejoy”), which ABC went effective on August 5,
19 2015. Sherwood Management is wholly-owned by Sherwood Partners, Inc. (“Sherwood”).
20 Sherwood Management is the sole member of the Debtor. The Debtor’s offices are located in
21 Mountain View, California. Prior to the ABC, Homejoy was primarily in the business of
22 providing an on-line database and directory for consumers to find and hire home cleaning and
23 janitorial services, with its office located at San Francisco, California.
24

25 Homejoy had been operating since 2012 with its capital source coming primarily from
26 angel investors and venture capitalists and secured debt lending from Silicon Valley Bank
27 (“SVB”). Homejoy investors made the decision to stop funding new capital before the
28

1 enterprise could reach a self-sustaining cash flow, and, shortly prior to the ABC, in mid-July
2 2015, a third-party buyer purchased a group of Homejoy's employee team. After paying in full
3 SVB's outstanding secured debt (which was Homejoy's only secured debt) and funding
4 Homejoy's wind down operations, including payments to certain Homejoy employees,
5 approximately \$2 million went to the ABC estate on August 5, 2015.
6

7 During the more than four months of the ABC since August 5, 2015, the Debtor (as
8 assignee in the ABC) sold the customer list, service provider list, trademarks, and domain
9 names to ABAP Holdings, Inc. (whose CEO the Debtor believes to be Aaron Cheung) for
10 \$100,000, and the Debtor sold the remaining office equipment for \$20,000. The Debtor still
11 owns the Homejoy source code, which the Debtor is currently marketing for sale. If the Debtor
12 is able to locate a viable buyer for the source code, the Debtor will file a motion with the
13 Bankruptcy Court seeking Bankruptcy Court approval of that source code sale. As of the
14 Petition Date, the Debtor was holding unencumbered cash in the amount of approximately \$1.7
15 million (the "Estate Funds"). The Debtor also owns three foreign subsidiaries, which are
16 presumed to have little or no value. The Debtor has been in the process of winding down those
17 foreign subsidiaries.
18

19 The Debtor had expected to complete its sale and liquidation of all assets of the ABC
20 estate and to resolve all claims asserted against the ABC estate through the ABC with no court
21 proceeding, as would typically be the case for the numerous assignments for the benefit of
22 creditors handled by Sherwood. However, after approximately four months of the ABC
23 process, the Debtor concluded that the Bankruptcy Court could provide a rational forum to
24 make an efficient judicial determination as to the appropriate distribution of the estate's funds
25 so that the Debtor is not forced to waste all or much of the estate's resources on liquidating
26 large and disputed litigation claims and responding to voluminous discovery requests to the
27
28

1 detriment of the other claim holders of this estate. The Debtor determined in its reasonable
2 business judgment for the reasons set forth above that filing a chapter 11 bankruptcy case would
3 be in the best interest of its estate and its creditors. Accordingly, the Debtor filed its voluntary
4 chapter 11 bankruptcy petition on the Petition Date.

5 The Debtor does not have any ongoing operations, leases, rent, or employees, except for
6 use of those employees of Sherwood that Sherwood has made available to the Debtor to
7 administer this chapter 11 case.

8
9 **B. Significant Events Which Have Occurred During the Bankruptcy Case**

10 The following is a list of significant events which have occurred during the Debtor's
11 chapter 11 case:

12 **1. Formation of the Committee**

13 From the outset of this case, the Debtor actively worked with the United States Trustee
14 (the "UST") in an effort to facilitate the formation of an official committee of unsecured
15 creditors so that general unsecured creditors would have an organized voice in this process. The
16 Committee is composed of the following three members: Monroe Personnel Svc, LLC, TaskUs,
17 and Vilma Zenelaj, c/o Byron Goldstein. The Committee has played an active role in this case.
18 The Committee is represented by Pachulski Stang Ziehl & Jones LLP ("PSZJ").

19
20 **2. Operational Issues**

21 In order for the Debtor to administer its chapter 11 estate for the benefit of creditors, the
22 Debtor requires the assistance of skilled and experienced management. Given the experience
23 that the Sherwood representatives have generally in handling matters such as this, and the fact
24 that the Sherwood representatives who have been working on the Homejoy ABC are extremely
25 familiar with and knowledgeable about the facts and circumstances of the Debtor's case, the
26 Debtor concluded that hiring anyone other than Sherwood representatives to provide the
27
28

1 necessary management for the Debtor's case would make no sense. The Debtor therefore filed
2 a motion before the Court pursuant to 11 U.S.C. § 363 proposing to utilize the Jay Alix Protocol
3 to use and to compensate a Sherwood representative as its crisis manager. The Jay Alix
4 Protocol is the established procedure for hiring a crisis management firm to conduct a chapter
5 11 case in the Southern District of New York, as promulgated and approved by the UST in that
6 district and as approved by the courts in S.D.N.Y. and in Delaware. The UST opposed the
7 Debtor's motion, and the Debtor's motion was denied by the Court. Sherwood has continued to
8 fulfill its role as management of the Debtor without receiving any post-petition compensation.
9 The Debtor filed an application with the Court (as docket number 14) to designate Tim J. Cox
10 of Sherwood ("Cox") as the Responsible Individual for the Debtor's case, which was approved
11 by the Court. Cox is the employee at Sherwood who was principally charged with managing
12 the ABC. The Debtor has been administering this estate for the benefit of creditors.
13
14

15 **3. Administrative Matters**

16 The Debtor was required to address the various administrative matters attendant to the
17 commencement of this bankruptcy case, which required an extensive amount of work by the
18 Debtor's employees and its bankruptcy counsel, Levene, Neale, Bender, Yoo & Brill L.L.P.
19 ("LNBYB"). These matters included the preparation of the Debtor's Schedules of Assets and
20 Liabilities and Statement of Financial Affairs, and the UST compliance package. The Debtor
21 has made every effort to comply with its duties under 11 U.S.C. Sections 521, 1106 and 1107
22 and all applicable UST guidelines, including the filing of the Debtor's monthly operating
23 reports. The Debtor also participated in the organizational meeting of creditors conducted by
24 the UST, which ultimately resulted in the appointment of the Committee by the UST. The
25 Debtor attended the meeting of creditors required under 11 U.S.C. § 341(a) conducted by the
26 UST.
27
28

1 **4. Employment of Professionals**

2 The Debtor has employed three professionals: LNBYB as its bankruptcy counsel;
3 Huntington Legal Solutions as its special litigation counsel; and David K. Gottlieb as its
4 financial advisor. The Committee has employed PSZJ as its bankruptcy counsel.
5

6 **5. Claims Process**

7 Pursuant to a Court-approved stipulation between the Debtor and Committee, the claims
8 bar date noticing procedure in this case combined the ABC claims bar date and the bankruptcy
9 claims bar date. The Debtor, in its capacity as the Assignee before the Petition Date, provided a
10 180-day bar date notice to all known parties (approximately 299,084 people or entities) who had
11 any dealings with Homejoy in accordance with Section 1802 of the California Code of Civil
12 Procedure. That 180-day bar date has passed. The people or entities who were included in the
13 creditor matrix of the Debtor’s bankruptcy petition are those creditors who submitted a proof of
14 claim in the ABC, the five known litigants, and those creditors who were shown being owed
15 money according to Homejoy’s books and records (not including parties who may have claims
16 based upon unfulfilled vouchers). A detailed claims chart showing all timely filed claims in the
17 ABC and/or the bankruptcy case is attached as Exhibit “1” to this Disclosure Statement (the
18 “Claims Chart”). The Claims Chart indicates the amount and priority of each filed claim and
19 whether the claim was filed in the ABC and/or the bankruptcy case. If a creditor filed a
20 duplicative claim in both the ABC and the bankruptcy case, then those claims will be deemed to
21 constitute one filed claim without the need for the Debtor or the Committee to file any objection
22 to the claims as being duplicative.
23
24

25 **6. Bank of America Relief from Stay Motion**

26 On March 30, 2016, Bank of America, N.A. (“BANA”) filed its *Motion for Relief from*
27 *Stay to Exercise Setoff* [docket entry no. 86]. BANA’s request for setoff was largely for
28

1 reimbursement caused by a drawdown on a letter of credit (the “LOC”) by Recommind, Inc.
2 (“Recommind”). Recommind was Homejoy’s prepetition landlord, and the LOC served as a
3 security deposit for the lease between Homejoy and Recommind. The LOC was backed by the
4 Debtor’s certificate of deposit (“CD”) with BANA. The Debtor filed a limited opposition to
5 provide the Debtor with sufficient time to analyze the situation. In its motion, BANA asserted
6 that the balance of funds in the CD on the Petition Date was \$183,194.98 and that BANA paid
7 Recommind this entire sum of \$183,194.98 after the Petition Date. Six days after BANA filed
8 its motion, Recommind filed its proof of claim, bearing claim number 21, on the Debtor’s claim
9 register and asserted a claim of \$609,925.39, purportedly capped by 11 U.S.C. § 502(b)(6).
10 According to the proof of claim, the Debtor surrendered the leased premises on September 3,
11 2015. According to the LOC agreement, the LOC was in the total amount of \$288,552.00.
12 According to the proof of claim, Recommind applied LOC proceeds in the amount of
13 \$162,713.65 for the portion of its claim relating to the Debtor’s non-payment of pre-surrender
14 rent. According to the proof of claim, Recommind applied the remaining \$125,838.35 LOC
15 proceeds to its post-surrender lease termination claim. After completing its investigation, the
16 Debtor withdrew its limited opposition, and the Court granted BANA’s motion at a continued
17 hearing held on May 20, 2016.

18
19
20 **7. The Committee’s Bankruptcy Rule 2004 Motion**

21
22 The Committee and the Debtor were initially proceeding with the Debtor responding to
23 the Committee’s discovery requests in an informal manner, recognizing that certain information
24 was available only through individuals who had left Homejoy long ago or was the subject of
25 confidentiality agreements and could not be easily accessed or produced without the backing of
26 a Court order. On May 24, 2016, the Committee filed its motion for a Bankruptcy Rule 2004
27 examination order in furtherance of, and to formalize, its investigation of the Debtor’s and
28

1 Homejoy's activities prior to the Petition Date. The Debtor responded to the Committee's
2 document production request, and, on July 6, 2016, the Committee took the oral examination of
3 Cox and Mr. Gottlieb. The Committee is continuing with its investigation of the pre-petition
4 activities of Homejoy, including seeking to examine former employees of Homejoy, over whom
5 the Debtor has no control.

6
7 **8. The Recommendation of the Debtor and the Committee that All General**
8 **Unsecured Creditors Vote to Accept the Plan**

9 Settlement discussions between the Debtor and the Committee have resulted in an
10 agreement on the terms of a fully consensual plan of reorganization, the terms of which are
11 contained in the Plan and are described in detail in this Disclosure Statement. **The Debtor and**
12 **the Committee believe that confirmation of the Plan represents the best possible outcome**
13 **for creditors. The Debtor and the Committee therefore recommend that all creditors vote**
14 **to accept the Plan.**

15
16 **ATTACHED AS EXHIBIT "2" TO THIS DISCLOSURE STATEMENT IS A**
17 **LETTER FROM THE COMMITTEE URGING ALL CREDITORS TO VOTE TO**
18 **ACCEPT THE PLAN.**

19 **C. Claims Summary**

20 **a. Secured Claims**

21 The Debtor does not believe that there are any valid secured claims in this case. The
22 Debtor believes that all of the Estate Funds are unencumbered.

23
24 **b. Administrative Claims**

25 The Debtor does not believe that it has any outstanding post-petition debt other than the
26 outstanding fees and expenses of the professionals employed by the Debtor and the
27 professionals employed by the Committee. The treatment of those fees and expenses is
28

1 discussed below.

2 **c. Pre-Petition Priority Wage Claims**

3 The Debtor is not aware of any pre-petition wage claims which would be entitled to
4 priority under 11 U.S.C. § 507(a)(4) or any other pre-petition non-tax claims which would be
5 entitled to priority against the Debtor directly. As indicated in the Claims Chart, a number of
6 parties have filed claims against the Debtor contending that their claims are entitled to priority
7 status. The open question is whether a claim that would have been entitled to priority status had
8 Homejoy, rather than the Debtor, filed an earlier bankruptcy case should be entitled to priority
9 status in the Debtor's case. The Debtor and the Committee believe that equitably that should be
10 the case. Accordingly, under the Plan, if a claim would have been entitled to priority status had
11 Homejoy, rather than the Debtor, filed a bankruptcy case on the date of the ABC, that claim will
12 be afforded priority status under the Plan. The Debtor and the Committee are continuing with
13 their review of all filed claims, and the Debtor and/or the Committee will file objections to any
14 filed priority claims which they believe are not valid and/or not entitled to priority.
15
16

17 **d. Pre-Petition Priority Tax Claims**

18 As indicated in the Claims Chart, a total of six priority tax claims were filed consisting
19 of the following: (1) \$275,319.30 priority tax claim filed in the ABC by New York State Dept.
20 of Taxation and Finance, NYC Metro Audit Group; (2) \$125,389.28 priority tax claim filed by
21 the Washington State Department of Labor & Industries [Claim No. 1]; (3) \$267,989.01 priority
22 tax claim filed by the Internal Revenue Service [Claim No. 6]; (4) \$21,121.82 priority tax claim
23 filed by the Colorado Department of Labor [Claim No. 9]; and (5) \$31,004.37 and \$1,000
24 priority tax claims filed by the Texas Comptroller of Public Accounts [Claim Nos. 25 and 29].
25 Using the same logic used for priority wage claims as described above, under the Plan, if a tax
26 claim would have been entitled to priority status had Homejoy, rather than the Debtor, filed a
27
28

1 bankruptcy case on the date of the ABC, that tax claim will be afforded priority status under the
2 Plan. The Debtor is continuing with its review of all filed tax claims, and the Debtor will file
3 objections to any filed priority tax claims which the Debtor believes are not valid and/or not
4 entitled to priority.

5 **e. General Unsecured Claims**

6 As with any ABC, the Debtor (in its capacity as the Assignee) did not assume any of the
7 debts of Homejoy. Rather, under California law, creditors of Homejoy were entitled to assert
8 claims against the ABC estate. It is in that capacity that the Debtor prepared its bankruptcy
9 schedules. Since the Debtor did not have personal knowledge of any of the claims, the Debtor
10 did not think it would have been appropriate for the Debtor to have scheduled any claims as
11 allowed claims. As a result, the Debtor scheduled all unsecured claims as disputed. As
12 explained above, pursuant to a Court-approved stipulation between the Debtor and Committee,
13 the claims bar date noticing procedure in this case combined the claims bar date from the ABC
14 and the claims bar date generated by the bankruptcy, where claims which were timely filed in
15 the ABC and claims which were timely filed in the bankruptcy case are all deemed to constitute
16 timely filed claims in the bankruptcy case. Under the bankruptcy code, all timely filed claims
17 will be deemed allowed claims unless timely objections are filed to such claims. As part of the
18 normal bankruptcy process, the Court set April 5, 2016, as the claims bar date. The Debtor and
19 the Committee are evaluating the validity of all of these filed claims and will file objections to
20 all disputed claims unless they deem the amount in dispute to be immaterial. The Claims Chart
21 identifies all timely filed claims. The Claims Chart does not include any claims which were
22 filed after the respective claims bar dates.
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1 **III. PLAN SUMMARY**

2 In summary, under the Plan, all of the funds in this estate remaining after payment of all
3 allowed administrative claims (and priority claims to the extent paid by the Debtor) will be
4 transferred to a Liquidating Trust for the benefit of unsecured creditors. The Liquidating Trust
5 will be administered by a Liquidating Trustee selected by the Committee, and PSZJ will serve
6 as counsel to the Liquidating Trustee. The Liquidating Trustee will distribute all of the funds
7 remaining in the Liquidating Trust to creditors in accordance with the priorities of the
8 Bankruptcy Code and the terms of the Plan. A more detailed description of the Liquidating
9 Trust and the Liquidating Trustee is set forth below.
10

11 **IV. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

12 **A. What Creditors and Interest Holders Will Receive Under the Plan**

13 As required by the Bankruptcy Code, the Plan classifies claims and interests in various
14 classes according to their right to priority. The Plan states whether each class of claims or
15 interests is impaired or unimpaired. The Plan sets out the treatment each class will receive.
16

17 **B. Unclassified Claims**

18 Certain types of claims are not placed into voting classes; instead they are unclassified.
19 They are not considered impaired and they do not vote on the Plan because they are
20 automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such,
21 the Debtor has not placed the following claims in a class.
22

23 **1. Administrative Expenses**

24 Administrative expenses are claims for costs or expenses of administering the Debtor's
25 chapter 11 case which are allowed under Bankruptcy Code Section 507(a)(2). The Bankruptcy
26 Code requires that all administrative claims be paid in full on the Effective Date unless a
27 particular claimant agrees to a different treatment.
28

1 The following chart lists all of the Debtor's § 507(a)(2) known administrative claims
 2 and their treatment under the Plan.

Name	Amount Owed	Treatment
Clerk's Office Fees	\$0	Paid in full on the Effective Date out of the Estate Funds
Office of the U.S. Trustee Fees	\$0	Paid in full on the Effective Date out of the Estate Funds
Levene, Neale, Bender, Yoo & Brill L.L.P. (" <u>LNBYB</u> "), bankruptcy counsel to the Debtor	\$150,000 (est.), which would be in addition to the balance of LNBYB's pre-petition retainer remaining at the time of the Debtor's bankruptcy filing and any post-petition fees and expenses paid to LNBYB	Paid in full by the Debtor out of the Estate Funds within the later of (i) five days following the Effective Date and (ii) five days following the date of entry of an order of the Court allowing such fees and expenses
David K. Gottlieb, financial advisor to the Debtor	\$50,000 (est.) which would be in addition to any post-petition fees and expenses paid to David K. Gottlieb	Paid in full by the Debtor out of the Estate Funds within the later of (i) five days following the Effective Date and (ii) five days following the date of entry of an order of the Court allowing such fees and expenses
Huntington Legal Solutions, special litigation counsel to the Debtor	\$10,000 (est.) which would be in addition to any post-petition fees and expenses paid to Huntington Legal Solutions	Paid in full by the Debtor out of the Estate Funds within the later of (i) five days following the Effective Date and (ii) five days following the date of entry of an order of the Court allowing such fees and expenses
Pachulski Stang Ziehl & Jones LLP (" <u>PSZJ</u> "), bankruptcy counsel to the Committee	\$150,000 (est.) which would be in addition to any post-petition fees and expenses paid to PSZJ	Paid in full by the Debtor out of the Estate Funds within the later of (i) five days following the Effective Date and (ii) five days following the date of entry of an order of the Court allowing such fees and expenses

TOTAL	\$360,000 est.	Paid in the manner described above
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Court Approval of Professional Fees and Expenses Required:

The Court must approve all professional fees and expenses listed in this chart before they may be paid. For all professional fees and expenses except fees owing to the Clerk of the Bankruptcy Court and fees owing to the UST, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees and expenses allowed by the Court will be required to be paid under the Plan. The administrative claim amounts set forth above simply represent the Debtor's best estimate as to the amounts of allowed administrative claims in this case for the Debtor's professionals and the Committee's best estimate as to the amounts of allowed administrative claims in this case for the Committee's professional. The actual administrative claims through the Effective Date may be higher or lower than the figures set forth above. Much of whether the actual administrative claims for professionals exceed the estimates set forth above will be dependent upon whether the Debtor and its counsel and/or the Committee and its counsel are required to engage in any substantial litigation regarding the confirmation of the Plan, objecting to claims, claims estimations for Plan confirmation purposes or beyond, or any other matter. To the extent the Debtor and its counsel and/or the Committee and its counsel are required to engage in any such substantial litigation, the professionals employed in this case are likely to incur professional fees and expenses in excess (and possibly substantially in excess) of the estimated figures set forth above. By voting to accept the Plan, creditors are not acknowledging the validity of, or consenting to the amount of, any of these administrative claims, and creditors are not waiving any of their rights to object to the allowance of any of these administrative claims. Similarly, professionals who have been employed in this case are not being deemed to have agreed that the

1 figures set forth above represent any ceiling on the amount of fees and expenses that they have
2 incurred or are entitled to seek to be paid pursuant to Court order as such fees and expenses are
3 just estimates provided at the time of the preparation of the Plan.

4 **2. Priority Tax Claims**

5
6 Priority tax claims include certain unsecured income, employment and other taxes
7 described by Section 507(a)(8) of the Bankruptcy Code. Section 1129(a)(9)(C) of the
8 Bankruptcy Code requires that each holder of such a Section 507(a)(8) priority tax claim receive
9 regular installment payments of a total value, as of the Effective Date, equal to the allowed
10 amount of such allowed tax claims, over a period ending not later than five years after the
11 Petition Date. The only pre-petition priority tax claim the Debtor included in its schedules is a
12 \$384,820 in favor of the New York State Dept. of Taxation, NYC Metro Audit Group, which
13 the Debtor listed as a disputed claim. As indicated above and in the Claims Chart, a total of six
14 priority tax claims were filed consisting of the following: (1) \$275,319.30 priority tax claim
15 filed in the ABC by New York State Dept. of Taxation and Finance, NYC Metro Audit Group;
16 (2) \$125,389.28 priority tax claim filed by the Washington State Department of Labor &
17 Industries [Claim No. 1]; (3) \$267,989.01 priority tax claim filed by the Internal Revenue
18 Service [Claim No. 6]; (4) \$21,121.82 priority tax claim filed by the Colorado Department of
19 Labor [Claim No. 9]; and (5) \$31,004.37 and \$1,000 priority tax claims filed by the Texas
20 Comptroller of Public Accounts [Claim Nos. 25 and 29]. As indicated above, if a tax claim
21 would have been entitled to priority status had Homejoy, rather than the Debtor, filed a
22 bankruptcy case on the date of the ABC, that tax claim will be afforded priority status under the
23 Plan. The Debtor is continuing with its review of all filed tax claims, and the Debtor and/or the
24 Liquidating Trustee will file objections to any filed priority tax claims which they believe are
25 not valid and/or not entitled to priority. The Debtor has included these filed tax claims in the
26
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1 Claims Chart for information purposes only. The Debtor is not agreeing to the allowance or
2 priority of any such filed tax claims, and the Debtor and the Liquidating Trustee reserve all
3 rights to file and prosecute objections to any such filed tax claims. The Debtor (before
4 transferring the remaining Estate Funds to the Liquidating Trustee) or the Liquidating Trustee
5 will pay all allowed priority tax claims in full out of the Estate Funds within ten days following
6 the Effective Date unless there is a dispute with any such priority tax claim. If there is a
7 dispute, the Liquidating Trustee will pay any such disputed priority tax claim within ten days
8 following the date of entry of an order of the Court allowing such disputed priority tax claim.
9

10 **C. Classified Claims and Interests**

11 **1. Classes of Secured Claims**

12 Secured claims are claims secured by liens on property of the Debtor's estate. The
13 Debtor does not believe that there are any allowed secured claims in this case.
14

15 **2. Class 1 - Priority Unsecured Claims**

16 Certain priority claims that are referred to in Bankruptcy Code Sections 507(a)(3), (4),
17 (5), (6), and (7) are required to be placed in classes. These types of claims are entitled to
18 priority treatment as follows: the Bankruptcy Code requires that each holder of such a claim
19 receive cash on the Effective Date equal to the allowed amount of such claim. However, a class
20 of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of
21 the Effective Date, equal to the allowed amount of such claim. As indicated above, a number of
22 parties have filed claims against the Debtor contending that their claims are entitled to priority
23 status under 11 U.S.C. § 507(a)(4). The Debtor and the Committee are continuing with their
24 review of all filed claims, and the Debtor and/or the Committee will file objections to any filed
25 priority claims which they believe are not valid and/or not entitled to priority. If any asserted
26 priority claims are ultimately allowed as priority claims, all such allowed non-tax priority
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1 claims will be treated as class 1 claims under the Plan. Provided that there is a sufficient
2 amount of Estate Funds remaining after payment of all allowed administrative claims and all
3 allowed priority tax claims (the “Remaining Estate Funds”) to pay all class 1 allowed claims in
4 full, the Liquidating Trustee will pay all class 1 allowed claims in full out of the Remaining
5 Estate Funds within thirty days following the Effective Date unless there is a dispute with any
6 class 1 claim. If there is a dispute, the Liquidating Trustee will pay any such disputed class 1
7 claim out of the Remaining Estate Funds within thirty days following the date of entry of an
8 order of the Court allowing such disputed class 1 claim. If the total amount of class 1 allowed
9 claims exceeds the amount of Remaining Estate Funds, each holder of a class 1 allowed claim
10 will receive a pro rata share of the Remaining Estate Funds based upon the amount of its class 1
11 allowed claim. If the total amount of class 1 allowed claims is less than the amount of
12 Remaining Estate Funds, the class 1 claims are not impaired and are therefore not entitled to
13 vote on the Plan. If the total amount of class 1 allowed claims ends up being more than the
14 amount of Remaining Estate Funds, then class 1 claims are impaired and are therefore entitled
15 to vote on the Plan.

18 **3. Class 2 - General Unsecured Claims**

19 General unsecured claims are pre-petition unsecured claims which are not entitled to
20 priority under Bankruptcy Code Section 507(a). Class 2 is comprised of all general unsecured
21 claims. As indicated above, the Claims Chart identifies all filed claims. It is not possible for
22 the Debtor to estimate at this time the extent to which any of the filed litigation claims will be
23 allowed and, if allowed, at what amount(s) and whether any portion of such allowed claims will
24 constitute allowed priority claims and therefore be placed into class 1. Given the magnitude of
25 the filed litigation claims, it is not possible for the Debtor to estimate the ultimate recovery for
26 class 2 claim holders. Class 2 claims are impaired under the Plan and are therefore entitled to
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28

1 vote on the Plan. Holders of class 2 allowed claims will be paid on a *pro rata* basis from the
2 cash in the Liquidating Trust, if any, remaining after payment in full of all allowed
3 administrative and all allowed priority claims, and the payment of all post-confirmation fees and
4 expenses payable from the Liquidating Trust, as further described below in this Disclosure
5 Statement and in the Liquidating Trust Agreement substantially in the form attached as Exhibit
6 “3” to this Disclosure Statement. The distribution to holders of class 2 allowed claims will be
7 made within the later of (i) thirty days following the Effective Date; and (ii) thirty days after the
8 final disputed class 2 claim is resolved by final order (or as soon as reasonably practicable
9 thereafter). The Liquidating Trustee reserves the right to seek an order of the Court, after notice
10 and a hearing, authorizing the Liquidating Trustee to make one or more interim distributions to
11 holders of class 2 allowed claims. As part of any such request by the Liquidating Trustee to
12 make such an interim distribution, the Liquidating Trustee will seek an order of the Court, after
13 notice and a hearing, providing for the Liquidating Trustee to maintain a sufficient reserve to
14 enable the Liquidating Trustee to make a pro rata payment to holders of then disputed class 2
15 claims in the event such disputed class 2 claims become class 2 allowed claims. Class 2 claims
16 are impaired and are therefore entitled to vote on the Plan.
17
18

19 **4. Class 3 - Interest Holders**

20 Interest holders are the parties who hold an ownership interest (i.e., equity interest) in
21 the Debtor. Class 3 is comprised of all equity interests in the Debtor. While class 3 interests
22 are impaired under the Plan, holders of class 3 interests are not entitled to vote on the Plan as
23 they are deemed not to have accepted the Plan under 11 U.S.C. §1126(g). Class 3 interest
24 holders will not receive any of the Estate Funds or any other distribution from this estate on
25 account of their class 3 equity interests.
26

27 **D. Means of Effectuating the Plan and Implementation of the Plan**

28

1 **1. Funding for the Plan**

2 The Plan will be funded from the Estate Funds in the manner described herein and from
3 any recoveries obtained by the Debtor’s estate from the pursuit of any causes of action.

4 **2. Dissolution of the Committee**

5 On the Effective Date, the Committee shall be deemed automatically dissolved, and the
6 members of the Committee shall be discharged of any further duties involving this estate. The
7 members of the Committee shall have the right, but not the obligation, to participate in any role
8 in the Liquidating Trust that the Committee and its members deem appropriate.

9 **3. Formation of the Liquidating Trust and Appointment of the Liquidating**
10 **Trustee**

11 On the Effective Date, a trust will be formed (the “Liquidating Trust”) for the benefit of
12 the creditors of this estate. The Liquidating Trust will be administered by a Trustee (the
13 “Liquidating Trustee”) who is selected by the Committee. A copy of the Liquidating Trust is
14 attached as Exhibit “3” to this Disclosure Statement. The Committee will file any amendments
15 made to the Liquidating Trust as appropriate. The Committee will file a notice with the Court at
16 least seven days before the Plan confirmation hearing identifying the Liquidating Trustee and
17 the terms of compensation of the Liquidating Trustee. On the Effective Date, all of the assets of
18 this estate, including all of the Remaining Estate Funds, will be transferred to the Liquidating
19 Trust to be administered by the Liquidating Trustee in accordance with the terms of the Plan
20 and the Liquidating Trust.
21
22
23

24 **4. Employment of Professionals By the Liquidating Trustee and Payment of**
25 **Professional Fees and Expenses By the Liquidating Trustee Incurred after the Effective**
26 **Date**

27 The Liquidating Trustee shall have the authority to employ professionals as the
28

1 Liquidating Trustee deems appropriate and to pay the fees and expenses incurred by such
2 professionals after the Effective Date out of the funds in the Liquidating Trust without any
3 further order of the Court. The Debtor expects that the Liquidating Trustee will retain PSZJ as
4 his/her counsel to assist the Liquidating Trustee to perform all of his/her functions as the
5 Liquidating Trustee.
6

7 **5. Disbursing Agent**

8 The Debtor will serve as the disbursing agent for the payment of allowed administrative
9 claims and will transfer the Remaining Estate Funds to the Liquidating Trustee after the
10 payment of such allowed administrative claims. The Liquidating Trustee shall serve as the
11 disbursing agent for purposes of making all other distributions required to be made under the
12 Plan. The Debtor will not be paid any fee for serving as a disbursing agent for the payment of
13 allowed administrative claims. The compensation to be paid to the Liquidating Trustee will be
14 as set forth in the Liquidating Trust.
15

16 **6. Objections to Claims**

17 Following the Effective Date, the Liquidating Trustee will file objections (or continue
18 with the prosecution of all pending objections) to any disputed claims which were not resolved
19 to final order by the Effective Date unless the Liquidating Trustee deems the amount in dispute
20 to be insignificant relative to the expected amount of Remaining Estate Funds available for
21 distribution and not warrant further objection. With respect to disputed claims which are not
22 resolved prior to the Effective Date, the Liquidating Trustee will have the authority, in his/her
23 sole discretion and in the reasonable exercise of his/her business judgment, to settle or
24 compromise any disputed claim without further Court approval provided notice of such
25 settlement or compromise is filed with the Court. As provided by Section 502(c) of the
26 Bankruptcy Code, the Court may estimate any contingent or unliquidated disputed claim for
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1 purposes of Plan confirmation. The Court shall retain jurisdiction over the Debtor and this case
2 and estate to resolve or adjudicate such objections to claims following Plan confirmation
3 regardless of whether such objections to claims were first commenced before or after Plan
4 confirmation. Nothing contained in the Plan shall constitute a waiver or release by the Debtor
5 or the Liquidating Trustee of any rights of setoff or recoupment, or of any defense, the Debtor
6 or the Liquidating Trustee may have with respect to any claim.
7

8 **7. Avoidance Actions and Recoveries**

9 The Debtor, in its capacity as the assignee, performed a high-level analysis of all
10 payments made during the ninety-day preference period for non-insiders and the one-year
11 period for insiders on account of antecedent debt which may have been avoidable as preference
12 payments. The Debtor preliminarily concluded that all or most of such payments would likely
13 be subject to some form of ordinary course, contemporaneous exchange or new value defense.
14 The Committee has sought information and continues to perform an analysis and review, and
15 the Liquidating Trustee will take over this role from the Committee on the Effective Date.
16 After the Effective Date, the Liquidating Trustee will have the standing to pursue any avoidance
17 actions on behalf of this estate, and the Court shall retain jurisdiction over the Debtor and this
18 case and estate to resolve or adjudicate all such avoidance actions regardless of whether such
19 avoidance actions were first commenced before or after Plan confirmation.
20
21

22 **8. Non-Avoidance Actions and Recoveries**

23 The Debtor will continue to analyze whether there are any causes of action available to
24 this estate other than avoidance actions (the "Non-Avoidance Actions"). The Committee is also
25 continuing its own review of any such Non-Avoidance Actions. After the Effective Date, the
26 Liquidating Trustee will have the standing to pursue any such Non-Avoidance Actions on
27 behalf of this estate, and the Court shall retain jurisdiction over the Debtor and this case and
28

1 estate to resolve or adjudicate all such Non-Avoidance Actions regardless of whether such Non-
2 Avoidance Actions were first commenced before or after Plan confirmation.

3 **9. Exemption from Transfer Taxes**

4 Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange
5 of a security, or the making or delivery of an instrument of transfer under a plan confirmed
6 under section 1129 of the Bankruptcy Code, may not be taxed under any law imposing a stamp
7 tax or similar tax. Transfers under the Plan that are exempt from taxes under section 1146(c) of
8 the Bankruptcy Code include all transfers by the Debtor after the commencement of its chapter
9 11 case in contemplation of the Plan but prior to the Effective Date, and all transfers to and by
10 the Debtor and/or the Liquidating Trustee as contemplated by the Plan, including all payments
11 made to claim holders in accordance with the terms of the Plan. The taxes from which such
12 transfers are exempt include stamp taxes, recording taxes, sales and use taxes, transfer taxes,
13 and other similar taxes.
14
15

16 **10. Distributions to be Made Pursuant to the Plan**

17 All payments to be made under the Plan other than those made by the Debtor will be
18 made by the Liquidating Trustee from the funds in the Liquidating Trust. Except as otherwise
19 agreed to by the Liquidating Trustee and the respective creditor in writing, all distributions to be
20 made to holders of allowed claims pursuant to the Plan shall be delivered by or at the direction
21 of the Liquidating Trustee (as applicable) by regular mail, postage prepaid, to the address shown
22 in the Debtor's bankruptcy schedules, as they may from time to time be amended in accordance
23 with Bankruptcy Rule 1000, or, if a different address is stated in a proof of claim timely filed
24 with the Bankruptcy Court, to such address. Checks issued to pay allowed claims shall be null
25 and void and may be voided by the Liquidating Trustee if not negotiated by the recipient within
26 sixty (60) days after the date of issuance thereof.
27
28

1 **11. Exculpations and Releases**

2 To the maximum extent permitted by law and except to the extent of any Non-
3 Avoidance Actions (which shall be expressly preserved under the Plan), neither the Debtor, the
4 Committee or its members, nor the Liquidating Trustee, nor any of their employees, officers,
5 directors, shareholders, agents, members, representatives, or professionals employed or retained
6 by any of them, shall have or incur liability to any person or entity for any act taken or omission
7 made in good faith after the Petition Date, including the formulation and implementation of the
8 Plan, or a contract, instrument, release, or other agreement or document created in connection
9 therewith, the solicitation of acceptances for or confirmation of the Plan, or the consummation
10 and implementation of the Plan and the transactions contemplated therein, provided, however,
11 that the foregoing provisions shall have no effect on the liability of any person or entity that
12 would otherwise result from the failure to perform any obligation under the Plan or that would
13 otherwise result from any act or omission to the extent that such act or omission is determined
14 by a final order of the Court to have constituted negligence, gross negligence or willful
15 misconduct (including fraud).
16
17

18 **12. Injunctions**

19 The Plan Confirmation Order shall enjoin the prosecution, whether directly, derivatively
20 or otherwise, of any claim, obligation, suit, judgment, damage, demand, debt, right, cause of
21 action, liability or interest released or terminated pursuant to the Plan. Except as provided in the
22 Plan or the Plan Confirmation Order, as of the Effective Date, all entities that have held,
23 currently hold or may hold a claim or other debt or liability that is released or terminated or an
24 interest or other right of a creditor or equity security holder that is released, terminated or
25 extinguished pursuant to the terms of the Plan are permanently enjoined from taking any of the
26 following actions against the Debtor, the Committee (or its members), or the Liquidating
27
28

1 Trustee, or their property on account of any such released, terminated or extinguished claims,
2 debts or liabilities or extinguished interests or rights: (i) commencing or continuing, in any
3 manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or
4 recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or
5 enforcing any lien or encumbrance; and (iv) commencing or continuing any action in any
6 manner, in any place, that does not comply with or is inconsistent with the provisions of the
7 Plan. By accepting a distribution made pursuant to the Plan, each holder of an allowed claim
8 which receives a distribution pursuant to the Plan shall be deemed to have specifically
9 consented to the injunctions set forth in this Section.
10

11 **13. Executory Contracts and Unexpired Leases**

12 All of the Debtor's remaining executory contracts and unexpired leases which have not
13 previously been assumed or rejected by the Debtor, if any, shall be deemed to be rejected by the
14 Debtor effective as of 11:59 PST on the Effective Date. The Debtor believes that there are no
15 remaining executory contracts or unexpired leases. **THE BAR DATE FOR FILING A
16 PROOF OF CLAIM BASED ON A CLAIM ARISING FROM THE REJECTION OF AN
17 UNEXPIRED LEASE OR EXECUTORY CONTRACT WHICH IS REJECTED ON
18 THE EFFECTIVE DATE WILL BE THIRTY DAYS AFTER THE EFFECTIVE DATE.**

19 Any claim based on the rejection of an unexpired lease or executory contract will be barred if
20 the proof of claim is not timely filed, unless the Court orders otherwise.
21

22 **14. Changes in Rates Subject to Regulatory Commission Approval**

23 The Debtor is not subject to governmental regulatory commission approval of its rates.
24

25 **15. Retention of Jurisdiction**

1 After confirmation of the Plan and occurrence of the Effective Date, in addition to
2 jurisdiction which exists in any other court, the Court will retain such jurisdiction as is legally
3 permissible including for the following purposes:

4 i. To resolve any and all disputes regarding the operation and interpretation
5 of the Plan and the Plan Confirmation Order;

6 ii. To determine the allowability, classification, or priority of claims and
7 interests upon objection by the Debtor, the Liquidating Trustee, or by other parties in interest
8 with standing to bring such objection or proceeding and to consider any objection to claim or
9 interest whether such objection is filed before or after the Effective Date;

10 iii. To determine the extent, validity and priority of any lien asserted against
11 property of the Debtor or property of its estate;

12 iv. To construe and take any action to enforce the Plan, the Plan
13 Confirmation Order, and any other order of the Court, issue such orders as may be necessary for
14 the implementation, execution, performance, and consummation of the Plan, the Plan
15 Confirmation Order and all matters referred to in the Plan and the Plan Confirmation Order, and
16 to determine all matters that may be pending before the Court in this case on or before the
17 Effective Date with respect to any person or entity related thereto;

18 v. To determine (to the extent necessary) any and all applications for
19 allowance of compensation and reimbursement of expenses of professionals for the period on or
20 before the Effective Date;

21 vi. To determine any request for payment of administrative expenses;

22 vii. To determine motions for the rejection, assumption, or assignment of
23 executory contracts or unexpired leases filed before the Effective Date and the allowance of any
24 claims resulting therefrom;

1 viii. To determine all applications, motions, adversary proceedings, contested
2 matters, and any other litigated matters instituted during the pendency of this case whether
3 before, on, or after the Effective Date;

4 ix. To determine such other matters and for such other purposes as may be
5 provided in the Plan Confirmation Order;

6 x. To modify the Plan under Section 1127 of the Bankruptcy Code in order
7 to remedy any apparent defect or omission in the Plan or to reconcile any inconsistency in the
8 Plan so as to carry out its intent and purpose;

9 xi. Except as otherwise provided in the Plan or the Plan Confirmation Order,
10 to issue injunctions, to take such other actions or make such other orders as may be necessary or
11 appropriate to restrain interference with the Plan or the Plan Confirmation Order, or the
12 execution or implementation by any person or entity of the Plan or the Plan Confirmation
13 Order;
14

15 xii. To issue such orders in aid of consummation of the Plan and the Plan
16 Confirmation Order, notwithstanding any otherwise applicable nonbankruptcy law, with respect
17 to any person or entity, to the fullest extent authorized by the Bankruptcy Code or Bankruptcy
18 Rules; and
19

20 xiii. To enter a final decree closing this chapter 11 case.
21

22 **V. TAX CONSEQUENCES OF THE PLAN**

23 CREDITORS AND INTEREST HOLDERS CONCERNED WITH HOW THE PLAN
24 MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN
25 ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS. The following disclosure of
26 possible tax consequences is intended solely for the purpose of alerting readers about possible
27 tax issues the Plan may present to this estate. The Debtor CANNOT and DOES NOT represent
28

1 that the tax consequences contained below are the only tax consequences of the Plan because
2 the Tax Code embodies many complicated rules which make it difficult to state completely and
3 accurately all of the tax implications of any action.

4 The Debtor does not anticipate that confirmation of the Plan will have any significant or
5 materially negative effect on any tax liability of this estate. The Debtor does not believe that the
6 employment of a bankruptcy tax expert to analyze any tax impact from the confirmation of the
7 Plan would be a prudent use of the Estate Funds. The Debtor makes no representations
8 regarding the potential tax consequences to creditors or interest holders from the confirmation
9 of or implementation of the Plan. The Debtor also makes no representation, and have not
10 performed any analysis of, whether confirmation of or implementation of the Plan will have any
11 tax implication on Homejoy and/or affect any net operating loss of Homejoy.
12

13 **VI. CONFIRMATION REQUIREMENTS AND PROCEDURES**

14
15 PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THE PLAN
16 SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON
17 CONFIRMING A PLAN OF REORGANIZATION IS VERY COMPLEX. The following
18 discussion is intended solely for the purpose of alerting readers about basic confirmation issues,
19 which they may wish to consider, as well as certain deadlines for filing claims. The Debtor
20 CANNOT and DOES NOT represent that the discussion contained below is a complete
21 summary of the law on this topic.
22

23 Many requirements must be met before the Court can confirm a plan. Some of the
24 requirements include that the plan must be proposed in good faith, acceptance of the plan,
25 whether the plan pays creditors at least as much as creditors would receive in a chapter 7
26 liquidation, and whether the plan is feasible. These requirements are not the only requirements
27 for confirmation.
28

1 **A. Who May Vote or Object**

2 Any party in interest may object to the confirmation of the Plan, but, as explained below,
3 not everyone is entitled to vote to accept or reject the Plan.

4 **B. Who May Vote to Accept/Reject the Plan**

5 A creditor or interest holder has a right to vote for or against the Plan if that creditor or
6 interest holder has a claim or interest which is both (1) allowed or allowed for voting purposes
7 and (2) classified in an impaired class.

8 **C. What Is an Allowed Claim/Interest**

9 As noted above, a creditor or interest holder must first have an allowed claim or interest
10 to have the right to vote. Generally, any proof of claim or interest will be allowed, unless a
11 party in interest files an objection to the claim or interest. When an objection to a claim or
12 interest is filed, the creditor or interest holder holding the claim or interest cannot vote unless
13 the Court, after notice and hearing, either overrules the objection or allows the claim or interest
14 for voting purposes.

15 THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE ON
16 ACCOUNT OF PRE-PETITION CLAIMS WAS APRIL 5, 2016. A creditor or interest holder
17 may have an allowed claim or interest even if a proof of claim or interest was not timely filed.
18 A claim is deemed allowed if (1) it is scheduled on the Debtor's schedules and such claim is not
19 scheduled as disputed, contingent, or unliquidated, and (2) no party in interest has objected to
20 the claim. An interest is deemed allowed if it is scheduled and no party in interest has objected
21 to the interest.

22 **D. What Is an Impaired Claim/Interest.**

23 As noted above, an allowed claim or interest has the right to vote only if it is in a class
24 that is impaired under the Plan. A class is impaired if the Plan alters the legal, equitable, or
25

1 contractual rights of the members of that class. For example, a class comprised of general
2 unsecured claims is impaired if the Plan fails to pay the members of that class 100% of what
3 they are owed.

4 The Debtor believes that class 1 is not impaired (provided that there is a sufficient
5 amount of Remaining Estate Funds to pay all class 1 allowed claims in full), and that classes 2
6 and 3 are impaired.¹ Members of class 2 are entitled to vote to accept or reject the Plan.
7 Members of class 3 are deemed to have rejected the Plan pursuant to the provisions of 11 U.S.C.
8 §1126(g). Parties who dispute the Debtor's characterization of their claim or interest as being
9 impaired or unimpaired may file an objection to the Plan contending that the Debtor has
10 incorrectly characterized the class.
11

12 **E. Who Is Not Entitled to Vote.**

13 The following four types of claims are not entitled to vote: (1) claims that have been
14 disallowed; (2) claims in unimpaired classes; (3) claims entitled to priority pursuant to
15 Bankruptcy Code Sections 507(a)(2), (a)(3), and (a)(8); and (4) claims in classes that do not
16 receive or retain any value under the Plan. Claims in unimpaired classes are not entitled to vote
17 because such classes are deemed to have accepted the Plan. Claims entitled to priority pursuant
18 to Bankruptcy Code Sections 507(a)(2), (a)(3), and (a)(8) are not entitled to vote because such
19 claims are not placed in classes and they are required to receive certain treatment specified by
20 the Bankruptcy Code. Claims in classes that do not receive or retain any value under the Plan
21 do not vote because such classes are deemed to have rejected the Plan. EVEN IF YOUR
22
23
24
25

26
27 ¹ If it turns out that there is an insufficient amount of Remaining Estate Funds to pay all class 1
28 allowed claims in full, then class 1 will be deemed impaired under the Plan. As a precautionary
matter, the Plan Proponents will request holders of class 1 allowed claims to vote on the Plan.

1 CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO
2 OBJECT TO THE CONFIRMATION OF THE PLAN.

3 **F. Who Can Vote in More Than One Class.**

4 A creditor whose claim has been allowed in part as a secured claim and in part as an
5 unsecured claim is entitled to accept or reject the Plan in both capacities by casting one ballot
6 for the secured part of the claim and another ballot for the unsecured claim.
7

8 **G. Votes Necessary to Confirm the Plan.**

9 If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one
10 impaired class has accepted the Plan without counting the votes of any insiders within that class,
11 and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be
12 confirmed by "cramdown" on non-accepting classes, as discussed below.
13

14 **H. Votes Necessary for a Class to Accept the Plan.**

15 A class of claims is considered to have accepted the Plan when more than one-half (1/2)
16 in number and at least two-thirds (2/3) in dollar amount of the claims which actually voted on
17 the plan, voted in favor of the plan. A class of interests is considered to have "accepted" a plan
18 when at least two-thirds (2/3) in amount of the interest-holders of such class which actually
19 voted on the plan, voted to accept the plan.
20

21 **I. Treatment of Non-accepting Classes.**

22 As noted above, even if all impaired classes do not accept the Plan, the Court may
23 nonetheless confirm the Plan if the non-accepting classes are treated in the manner required by
24 the Bankruptcy Code. The process by which non-accepting classes are forced to be bound by
25 the terms of a plan is commonly referred to as "cramdown." The Bankruptcy Code allows the
26 Plan to be "crammed down" on non-accepting classes of claims or interests if it meets all
27 consensual requirements except the voting requirements of 1129(a)(8) and if the Plan does not
28

1 "discriminate unfairly" and is "fair and equitable" toward each impaired class that has not voted
2 to accept the Plan as referred to in 11 U.S.C. § 1129(b) and applicable case law.

3 **J. Request for Confirmation Despite Nonacceptance by Impaired Class(es).**

4 The Debtor will ask the Court to confirm the Plan by cramdown on any impaired class
5 that does not vote, as a class, to accept the Plan.

6 **K. Liquidation Analysis.**

7 Another confirmation requirement is the "Best Interest Test", which requires a
8 liquidation analysis. Under the Best Interest Test, if a claimant or interest holder is in an
9 impaired class and that claimant or interest holder does not vote to accept the Plan, then that
10 claimant or interest holder must receive or retain under the Plan property of a value not less than
11 the amount that such holder would receive or retain if the Debtor was liquidated under chapter 7
12 of the Bankruptcy Code.
13

14 In a chapter 7 case, the Debtor's assets are usually liquidated by a chapter 7 trustee.
15 Secured creditors are paid first from the sales proceeds of properties subject to their lien.
16 Administrative claims are paid next. Next, unsecured creditors are paid from any remaining
17 sales proceeds, according to their rights to priority. Unsecured creditors with the same priority
18 share in proportion to the amount of their allowed claim in relationship to the amount of total
19 allowed unsecured claims. Finally, interest holders receive the balance that remains after all
20 creditors are paid, if any.
21

22 For the Court to be able to confirm the Plan, the Court must find that all creditors and
23 interest holders who do not accept the Plan will receive at least as much under the Plan as such
24 holders would receive under a chapter 7 liquidation of the Debtor. The Debtor maintains that
25 this requirement is met.
26

27 Since this is a liquidation plan where all of the Estate Funds and any litigation recoveries
28

1 are being distributed to creditors in accordance with the priorities of the Bankruptcy Code, the
2 economic result of the Plan for holders of class 1 claims and class 2 claims is the same as it
3 would be if there was a chapter 7 liquidation of the Debtor except that (i) the fee being paid to
4 the Liquidating Trustee is less than the statutory fee to which a chapter 7 trustee would be
5 entitled; (ii) the inefficiency of having a chapter 7 trustee hiring new professionals who are
6 unfamiliar with this case is avoided through the Plan; and (iii) creditors will receive their
7 payment under the Plan much faster than they would in a chapter 7 liquidation where they
8 would not be paid until the chapter 7 case was closed, which typically would take more than one
9 year. As a result, class 1 claims holders and class 2 claim holders will receive at least as much
10 under the Plan as they would receive under a chapter 7 liquidation of the Debtor. While class 3
11 interest holders will not receive any distribution under the Plan, class 3 interest holders would
12 also not receive any distribution in a chapter 7 liquidation. As a result, class 3 interest holders
13 will receive *not less* under the Plan than they would receive in a chapter 7 liquidation of the
14 Debtor, thereby satisfying the Best Interest Test.
15
16

17 **L. Feasibility.**

18 Another requirement for Plan confirmation involves the feasibility of the Plan, which
19 means that confirmation of the Plan is not likely to be followed by the liquidation, or the need
20 for further financial reorganization, of the Debtor or any successor to the Debtor under the Plan,
21 unless such liquidation or reorganization is proposed in the Plan.
22

23 There are at least two important aspects of a feasibility analysis. The first aspect
24 considers whether there are enough funds on hand on the Effective Date to pay all the claims
25 and expenses which are entitled to be paid on the Effective Date or shortly thereafter. Since all
26 such payments to be made under the Plan will be funded out of the Estate Funds (which already
27 exist), there is no issue as to the funding feasibility aspect of the Plan.
28

1 The second aspect considers whether there will be enough funds over the life of the Plan
2 to make the required Plan payments. Since the Plan is a liquidating Plan, where all Estate
3 Funds and any litigation recoveries by this estate are being distributed to creditors in accordance
4 with the priorities of the Bankruptcy Code, this second aspect of Plan feasibility has, by
5 definition, been satisfied.
6

7 **VII. RISK FACTORS REGARDING THE PLAN**

8 Since the Plan is a liquidating Plan, where all Estate Funds and any litigation recoveries
9 by this estate will be distributed to holders of allowed claims in accordance with the terms of
10 the Plan, there is no traditional “risk” to the ability of the Debtor to perform under the Plan.
11

12 **VIII. EFFECT OF CONFIRMATION OF THE PLAN**

13 **A. Discharge.**

14 Since the Plan is a liquidating Plan, the Debtor will not receive a discharge under the
15 Plan because the requirements of Section 1141 of the Bankruptcy Code necessary for the Debtor
16 to receive a discharge are not present.

17 **B. Modification of the Plan.**

18 The Debtor reserves the right to modify the Plan at any time before confirmation, and to
19 seek confirmation of such modified Plan, consistent with the Bankruptcy Code and, as
20 appropriate, not resolicit votes on such modified Plan. The Debtor may also seek to modify the
21 Plan at any time after confirmation of the Plan so long as (1) the Plan has not been substantially
22 consummated and (2) the Court authorizes the proposed modification after notice and a hearing.
23

24 **C. Post-Confirmation Status Reports.**

25 Until a final decree closing the Debtor’s chapter 11 case is entered, the Liquidating
26 Trustee shall file quarterly status reports with the Court explaining what progress has been made
27
28

1 toward consummation of the confirmed Plan, and the Liquidating Trustee shall pay all post-
2 confirmation quarterly fees to the UST out of the funds in the Liquidating Trust.

3 **D. Post-Confirmation Conversion/Dismissal.**

4 A creditor or any other party in interest may bring a motion to convert or dismiss this
5 case under Section 1112(b) of the Bankruptcy Code after the Plan is confirmed if there is a
6 default in performing the Plan. If the Court orders this case converted to chapter 7 after the
7 Plan is confirmed, then all property that had been property of this chapter 11 estate, and that has
8 not been disbursed pursuant to the Plan, will revert in the chapter 7 estate, and the automatic
9 stay will be reimposed upon the revested property, but only to the extent that relief from stay
10 was not previously authorized by the Court during this case. The Plan Confirmation Order may
11 also be revoked under very limited circumstances. The Court may revoke the Plan
12 Confirmation Order if it was procured by fraud and if a party in interest brings an adversary
13 proceeding to revoke confirmation within 180 days after the entry of the Plan Confirmation
14 Order.
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1 **E. Final Decree.**

2 Once this estate has been fully administered as referred to in Bankruptcy Rule 3022, the
3 Liquidating Trustee shall file a motion with the Court to obtain a final decree to close this
4 chapter 11 case. The Liquidating Trustee shall be responsible for the timely payment of all
5 fees incurred pursuant to 28 U.S.C. Section 1930(a)(6).
6

7 Dated: September 15, 2016

8 Presented By:

9 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

10
11 By: /s/ Ron Bender
12 RON BENDER
13 J.P. FRITZ
14 Attorneys for Chapter 11
15 Debtor and Plan Proponent
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Exhibit 1

Creditor	ABC or BK	FILED CLAIM				C/U/D
		Claim No.	Secured	Priority	General Unsecured	
10K Advertising	ABC	60			\$38,362.15	
1605-25W. OLY LLC	ABC	1	\$3,384.73			
a16z Seed-III, LLC	ABC	48				
Adobe Systems Inc	ABC	62			\$4,500.00	
Alice Cohen	ABC	None	\$600.00			
Angela Selden	ABC	15			\$20.00	
Ashley Posey	ABC	45			\$375.00	
Bridgette Freeman	ABC	16			\$110.00	
Buyers Best Friend Inc	ABC	41			\$2,038.00	
Clara Long	ABC	54			\$38.00	
Cobaltix LLC	ABC	4			\$3,664.50	
Compass Group Usa	ABC	32			\$6,678.42	
Cooley LLP	ABC	17			\$250,351.72	
Dana Hanson	ABC	7				
Camille Desnoyers	ABC	14			\$37.50	
Donna Thompson	ABC	13			\$500.00	
Edina Becirovich	ABC	34			\$45.00	
Fatima Jihada	ABC	11			\$100.00	
Fed Ex TechConnect Inc	ABC	47			\$3,697.04	
GE Capital Information Technolgy Solutions	ABC	25			\$4,591.08	
Goodwin Proctor LLP	ABC	37			\$367,767.70	
Google Ventures	ABC	24		\$1,583,228.32	\$16,490,683.09	
Greyhound Capital Management LLC	ABC	33				
GrubHub Holdings Inc	ABC	38			\$16,818.84	
Geraldine K. Tay	ABC	19			\$80.00	
Hector Negron	ABC	39				
Irina Fisherman	ABC	53		\$3,500.00		
Jennifer Porter	ABC	64			\$19.00	
Jennifer Roshaven	ABC	40			\$75.80	
Jillian Sheehan	ABC	12	\$38.00			
Johnetta Frazier	ABC	52			\$102.00	
Joni Hayes	ABC	None				
Kongbasile Consulting	ABC	65			\$9,481.12	
LBD Investments LLC	ABC	26			\$90,000.00	
Lelani J Harris	ABC	23		\$70.00		
J.C. Iglesias	ABC	18				
J.C. Iglesias	ABC	10				
Mandy Millette	ABC	42			\$59.00	
Mary McCoy Sanders	ABC	55			see attached	
Mike Deely Investigations	ABC	63			\$1,215.00	
Monroe Personal Service LLC	ABC	28		\$48,217.28		
Moss Adams LLP	ABC	36			\$24,948.09	
Ms Gillion Horton	ABC	29			\$1,450.00	
Nancy Parenteau	ABC	5			\$50.00	
Network Afterwork Inc.	ABC	51			\$2,000.00	
New York State Department of Taxaion and Finance	ABC	35			\$490,934.67	
Redpoint Omega Associates LLC	ABC	43			\$32,188.00	
Rapport	ABC	21			\$26,282.53	
Red Tricycle	ABC	30			\$2,812.50	
Riley Life Logistics	ABC	57			\$6,644.08	
Rose Partners LLC	ABC	59				
Rowena Lei Hui Lei	ABC	6			\$854.88	
Rush Business Forms Inc DBA Informs	ABC	3			\$15,764.61	
Shashirdhar Muppioi	ABC	20			\$187.50	
Smart Resources Inc	ABC	2		\$8,441.69		
Stacy Bryan	ABC	44		\$167.83		
Star Sheffield	ABC	61		\$6,303.13		
State of New York Department of Labor	ABC	22		\$17.80		
Stephanie Nissan	ABC	58			\$1,390.00	
Suk Han Chung	ABC	46		\$1,417.00		
Talkdesk Inc.	ABC	31			\$45,049.76	
Texas Comptroller of Public Accounts	ABC	29			\$1,100.00	
The CIT Group	ABC	9			\$1,556.10	
Twilio Inc	ABC	27			\$80,849.30	
US TelePacific Corp	ABC	56			\$4,226.96	
Heilling Ginette Gomez Henriquez	ABC	50			\$23,000.00	
Work Around Inc	ABC	8			\$700.00	
Zee Cooks LLC	ABC	49			\$1,239.76	
Annette Malveaux-Smith	BK	19		\$23,000,000.00		
Baker & McKenzie	BK	7			\$6,490.71	
Bank of America	BK	18	\$0.00		\$1,328.54	
Colorado Dept of Labor	BK	9		\$21,121.82		
Commerce & Industry Ins	BK	12			\$21,325.00	
Conversocial Inc.	BK	13			\$12,500.00	
Cooley LLP	BK	11			\$250,531.72	
Diana Ventura	BK	27		unliquidated		
Donna Thompson	BK	14			\$745.28	
Danielle Fujii dba Fullmoonfire	BK	4			\$3,075.00	
GrubHub Holdings Inc.	BK	8			\$16,818.84	
Internal Revenue Service	BK	6		\$267,989.01	\$5,749.16	
J.C. Iglesias	BK	24		\$792,000.00		
Method Products, PBC	BK	17			\$3,780.80	
Monroe Personnel Service, L.L.C.	BK	15		\$34,178.01	\$16,359.75	
Nicholas Reyna	BK	23		\$81,642,124.80		
Nicholas Reyna	BK	22		\$12,850.00		
Paul Hastings LLP	BK	20			\$387,594.61	
Rapport	BK	10			\$26,282.53	
Recommind	BK	21			\$615,188.36	
Rockerbox	BK	2			\$10,560.36	
Schnader Attorneys At Law	BK	5			\$2,685.00	
State of Washington Department of Labor	BK	1		\$125,389.28	\$17,144.24	
TaskUs	BK	16			\$175,279.25	
Texas Comptroller of Public Accounts	BK	25		\$31,004.37	\$8,212.35	
Texas Comptroller of Public Accounts	BK	28	\$0.00	\$0.00	\$0.00	
Texas Comptroller of Public Accounts	BK	29		\$1,000.00	\$100.00	
The CIT Group	BK	3			\$1,556.10	
Vilma Zenelaj and Greta Zenelaj	BK	26		unliquidated		

Name of Creditor	1. Amount of Claim:	Amount of Secured Claim:	Amount entitled to priority:
1605-25 W. OLY, LLC	\$ 3,384.73		
Aaron Cohron	\$ 20.00		\$ 20.00
Adam Pivko	\$ 50.00		
Adrienne Markworth	\$ 50.15		
Afi crecy	\$ 1,000.00		\$ 1,000.00
Ai Lien Dinh Thi	\$ 692.00		
Ajit Joshi	\$ 300.00		
alexa j morgan	\$ 92.00		
AL-HUSEIN MADHANY	\$ 100.00		\$ 100.00
Alicia Allen	\$ 125.00		
Alicia Martin	\$ 40.00		
Alissa Fereday	\$ 112.00		
ALVARO MERCADO	\$ 40.00		
Alyssa Shropshire	\$ 236.40		\$ 236.40
Amad Judeh	\$ 41.70		
Amalia Miller	\$ 112.50		
Amanda Stein	\$ 29.00		
Amelia Catone	\$ 500.00		
Ana Ramos	\$ 320.00		
Angela Nienaber	\$ 59.00		
Angela Nienaber	\$ 59.00		
Ann E. Runge	\$ 59.00		
Arden tomosky	\$ 100.00		
Arvind Ramnani	\$ 39.00		
Austin Davis	\$ 5,592.00		\$ 5,592.00
Aviva Tevah	\$ 38.00		
Blake Rachowin	\$ 93.00	\$ 93.00	
Bola Makari	\$ 79.00		
Breonna Johnson	\$ 3,000.00		\$ 3,000.00
Brian Hart	\$ 45.00		
Brian Krippendorf			
Brie Greenberg	\$ 65.00		
Brittany Luloff	\$ 80.00		\$ 80.00
bryan moon	\$ 100.00		
Camaro Johnson			
Carlos Bradford			
Carolyn Parkhurst Rosser	\$ 500.00		
Carrie Medlock			
Cathy Taylor	\$ 40.00	\$ 40.00	
Checkr Inc	\$ 29,276.26		
Cheryl Laws			

cheryl Moran				
Chetan Soni	\$	20.00		
Chris Strieter	\$	50.00		
christie kim	\$	25.00		
Christina Dickinson	\$	124.00	\$	124.00
Christina Paiva				
Christina Paiva				
Christina Vitanza	\$	400.00	\$	400.00
Christopher Braun	\$	100.00	\$	100.00
Clarice Chui				
Clarice Chui	\$	75.00		
Club MomMe	\$	2,150.00		
cornell page	\$	644.18		
Cynthia Lim	\$	5.00		
dagah benyisrayl	\$	1,000.00		
dagah benyisrayl	\$	1,000.00		
Dan Scholl	\$	39.00		
Dana Cook	\$	40.00	\$	57.50
daniel hew	\$	50.00		
David Hughes	\$	40.00		
DBA Media, LLC	\$	2,500.00	\$	2,500.00
Deanna reed	\$	500.00		
Dequicelan Nicole Bedford	\$	350.00	\$	350.00
Devorah Kreiman	\$	8,889.00		
Dorian Woods	\$	25.00		
Douglas Potts	\$	95.00		
Elisha Rodriguez	\$	45.00		
Eliza Russell				
Ellen Falguiere	\$	68.00	\$	68.00
Felisa Hyde				
Gena Niehaus	\$	289.00		
Geno Orrico	\$	38.00		\$ 38.00
Gerald S Olsen	\$	40.00	\$	40.00
Gillian Horton	\$	1,475.00		
Grace Chen	\$	20.00		
Grady C Britton	\$	40.00	\$	40.00
Halie Holden	\$	40.00		
Hannah Olson	\$	100.00		
Heather Curtis	\$	39.00		
Heather L Babel	\$	39.00		
heidi cangiamilla	\$	1,423.00		\$ 500.00
Heidi Lelifeld Brown	\$	70.00	\$	70.00
Holly Bard Stevens			\$	25.00
Isaac Stoner			\$	100.00

Jack Luh	\$	80.00		
jacqueline melancon			\$ 50.00	\$ 50.00
Jacqueline Washington	\$	91.00		
Jaime white	\$	400.00		
Jamella Stokes	\$	20.00		
James Dean	\$	37.19		
Jason Yeh	\$	264.59		\$ 264.59
Jay Neufeld	\$	29.50	\$ 29.50	
Jean tizeno	\$	200.00		
Jeanette Anderson				
Jenna Lam	\$	210.00		
Jennifer Brown	\$	38.00		
Jessica Comeau-Mayer	\$	100.00		
Jessica LeConte				
Jessica Perkins				
Jessica Procini	\$	29.00		
Jialu Chen	\$	100.00		\$ 100.00
Joanna Schneider	\$	45.00		\$ 45.00
John (Randolph) Pelzer	\$	79.00		
Judy F Leslie				
Julia Hazer	\$	19.00		\$ 19.00
Julianne Johnson	\$	180.00		
Julie Herrick	\$	20.00		
Julie Peng	\$	38.00		
Julie Spielman				
Kalisha Cook	\$	40.00		
Kathleen Carroll	\$	95.00	\$ 95.00	
Kathleen McDermott				
Kevin Balzen	\$	38.00		
Kevin Leung				
Kimberly Hall	\$	19.00		
Kimberly hoyt				\$ 10,000.00
Kimberly hoyt				\$ 10,000.00
Kristina Benson	\$	40.00		
Kurt Biddle	\$	250.00		
LaRita Crone	\$	85.00	\$ 85.00	
Laurie Held	\$	72.00	\$ 72.00	
Leo Hong	\$	109.00	\$ -	\$ 109.00
Linan Yao	\$	49.00		
Linda C Hughes				
Linda C Hughes	\$	8.50		
Long Nguyen	\$	59.00		
Mackenzie Lee			\$ 50.00	
Marc Lewis				

Marvin Huffman				
mary bylicki	\$	54.00		
Maryrose Herron	\$	75.00		
Masumi Patel	\$	75.00		
Matt Clunan	\$	240.00		
Maureen and Josh Ladieu	\$	75.00		
Melissa Varner				
Merlie Steve Porter	\$	36.00	\$	36.00
Michele Krohn	\$	59.00		
Michelle Afflitto				
Michelle Stefans	\$	68.00	\$	68.00
Miranda Bridge				
Natasha				
Natasha T. Wall	\$	50.00	\$	50.00
Neal S. Zaslavsky	\$	100.00		
Nicholas Glover	\$	128.72		
nicole hagstrom/freitag	\$	20.00		
Nicole Reding				
Nicole Reding	\$	19.00	\$	19.00
Olga Baykova	\$	59.00		
Pamela Paxton	\$	38.00		
Patricia Becker-Spellman	\$	38.00	\$	(38.00)
Patrick Harsnett	\$	90.00		
patrick sotomayor				
QingHong Lu	\$	50.00		
Rachel Ruvalcaba	\$	1,300.00		
Rachel Ruvalcaba	\$	1,300.00	\$	1,300.00
Riley Soter	\$	20.00		
Robert Downey	\$	50.00		
Robin Luengas				
Rockerbox, Inc	\$	10,560.36		
Rohini Chandrashekhar	\$	40.00		
Roman Alpert	\$	38.00		
Rona Gundrum	\$	35.00		
ROSALYN UVAS	\$	40.00		
Rose Tseng	\$	12.50	\$	12.50
Ross Berger	\$	120.00		
Roy L. Hamilton	\$	40.00		
Ruchika Mittal	\$	36.00	\$	36.00
Sade smith	\$	20,000.00		
Sam Baskar	\$	127.50		
SAM XIAO	\$	150.00		
Samantha Pang	\$	53.01	\$	53.01
Samara Crasilneck	\$	38.00		

Sarah Snyder				
scherri massoudi	\$	120.00		
Sean Marquardt	\$	59.00		
Sean Newman	\$	35.00		
Seth Hauer	\$	115.00		
Shanta Bodhan	\$	116.50		
Shawn Hunter	\$	128.00		
Shirin Marvi	\$	50.00		
Shirin Marvi	\$	50.00		
Shruthi Reddy	\$	40.00	\$	40.00
SoCalMoms	\$	585.00		
Sondra Sheren	\$	150.00		\$ 150.00
Sonta Johnson	\$	60.00	\$	60.00
Stephen Green	\$	810.00		
Subul Baig	\$	40.00	\$	40.00
Swetal Patel	\$	7,000.00		
T Tien	\$	36.00		\$ 36.00
Tadd Tobias				
Tara Muprhy	\$	415.00		
TaskUs, Inc.	\$	174,301.89		
Tatiana Tilley				
Tatiana Tilley				
Tatiana Tilley	\$	19.00		
Terry Anderson	\$	50.00		
Tiana Joiner				
Tiffany Hines	\$	170.00		\$ 170.00
Tiffany Walker				
Tim Chong	\$	19.00		
tina arora	\$	78.00	\$	78.00
Tina Perrucci	\$	19.00		
Tyrone Powell Leffall II	\$	8,000.00	\$	8,000.00
V. R. Zahn	\$	100.00		\$ 3,500.00
Vanessa L Crowe	\$	514.00		
Vidya Ramanath	\$	40.00		
Virgil Marsellos	\$	109.00		
Whitney Glrard	\$	129.00		
yang chen	\$	20.00	\$	20.00
yang chen	\$	20.00		
Yong Lee	\$	130.00		
	\$	299,925.18	\$	14,163.51
			\$	35,404.99

Exhibit 2

(To be supplied)

Exhibit 3

LIQUIDATING TRUST AGREEMENT

THIS LIQUIDATING TRUST AGREEMENT (the “Agreement”) is made this ___ day of _____, 2016 by and among Homejoy (Assignment for the Benefit of Creditors) LLC, a California limited liability company, chapter 11 debtor and debtor in possession in the above-captioned, chapter 11 bankruptcy case (the “Debtor”), the Official Committee of Unsecured Creditors (the “Committee”) and _____ (“___”), not in its individual or corporate capacity, but solely as trustee hereunder (the “Liquidating Trustee” and together with the Debtor and the Committee, the “Parties”) and is effective as of the Effective Date of the Plan (as defined below).

R E C I T A L S:

WHEREAS, on December 15, 2015, the Debtor filed a voluntary petition under chapter 11 of title 11 of the United States Code §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of California, San Jose Division (“the Bankruptcy Court”) which was designated as Case No. 15-53931 MEH 11 (the “Bankruptcy Case”);

WHEREAS, on February 1, 2016, the Office of the United States Trustee filed its *Appointment and Notice of Appointment of Committee of Creditors Holding Unsecured Claims* [Docket No. 37] appointing the Committee in the Bankruptcy Case;

WHEREAS, on September 15, 2016, the Debtor filed its *Chapter 11 Plan of Reorganization dated September 15, 2016* [Docket No. ___] (the “Plan”) and the accompanying *Disclosure Statement* [Docket No. ___];

WHEREAS, the Plan provides that, among other things, a liquidating trust (the “Liquidating Trust”) be created for the benefit of the holders of certain allowed claims;

WHEREAS, in anticipation of the Bankruptcy Court’s entry of an order confirming the Plan (the “Plan Confirmation Order”), the Parties desire to enter into this Agreement providing for the creation and funding of the Liquidating Trust on the Effective Date, as defined by the Plan;

WHEREAS, the Liquidating Trust is established for the sole purpose of liquidating the Debtor’s assets for the benefit of the beneficiaries of the Liquidating Trust, in accordance with Treasury Regulation Section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust for federal and state income tax purposes and the Liquidating Trustee shall administer and maintain the Liquidating Trust in compliance with the guidelines for liquidating trusts as set forth in Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Section 1.671-4(a) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service (the “IRS”).

A G R E E M E N T:

NOW THEREFORE, for and in consideration of the premises, and the mutual promises and agreements contained herein and in the Plan, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. Definitions:

A. Terms Defined Above. As used in this Agreement, each of the terms the “Debtor,” “Committee,” “Liquidating Trustee,” “Parties,” “Agreement,” “Bankruptcy Code,” “Bankruptcy Court,” “Bankruptcy Case,” “Plan,” “Liquidating Trust,” and “Plan Confirmation Order” shall have the meanings set forth herein.

B. Terms Defined in Plan. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement. The rules of construction applicable to the Plan shall also apply to this Agreement. The Plan is hereby incorporated into this Agreement by this reference.

II. Declaration of Trust.

A. Creation of Liquidating Trust. Pursuant to the Plan, as of the Effective Date, the Parties hereby irrevocably create the Liquidating Trust for the benefit of Holders of Allowed Claims other than administrative claims which will be paid directly by the Debtor pursuant to the terms of the Plan (the “Beneficiaries”). The name of the Liquidating Trust shall be “Homejoy Liquidating Trust.” The Liquidating Trust shall terminate only in accordance with the provisions of the Plan and this Agreement.

B. Property in the Liquidating Trust. The Liquidating Trust shall hold the legal title to the Remaining Estate Funds and any recoveries from the pursuit of any causes of action (the “Trust Assets”) and shall hold such property in trust to be administered and disposed of pursuant to the terms of the Plan and this Agreement for the benefit of the Beneficiaries. The Liquidating Trustee is authorized to make disbursements and payments from the Liquidating Trust in accordance with the Plan and this Agreement.

C. Purpose of Liquidating Trust. The Liquidating Trust is organized for the purposes of collecting, holding and liquidating the Trust Assets, making payments to the Beneficiaries, and administering, compromising, settling, withdrawing, objecting to, or litigating objections to any disputed claims, and prosecuting any causes of action of the bankruptcy estate (“Estate Causes of Action”) with no objective to engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust.

D. Number of Trustees. The Liquidating Trustee shall be the sole trustee of the Liquidating Trust. The resignation, removal, incapacity or death of the Liquidating Trustee shall not operate to terminate the Liquidating Trust.

E. Tax Treatment. The Liquidating Trust is organized and established as a trust for the benefit of the Beneficiaries and is intended to qualify as a liquidating trust within the

meaning of Treasury Regulation Section 301.7701-4(d). In accordance with Treasury Regulation Section 301.7701-4(d), the Beneficiaries are the holders of allowed claims against the Debtor under the Plan that are entitled to receive a Participating Interest (as defined in Section III.A. herein) in the Liquidating Trust. For United States federal and applicable state income tax purposes, the transfer of the Trust Assets to the Liquidating Trust pursuant to, and in accordance with, the Plan shall be deemed to be, and shall be reported as, a disposition of the Trust Assets directly to, and for the benefit of, the Beneficiaries, for all purposes of the Internal Revenue Code (including, but not limited to, sections 61(a)(12), 483, 1001, 1012 and 1274), as provided for in the Plan in satisfaction of the allowed claims held by such Beneficiaries, immediately followed by a contribution of the Trust Assets by the Beneficiaries to the Liquidating Trust in exchange for the Participating Interests in the Liquidating Trust to be distributed to the Beneficiaries. Upon the transfer of the Trust Assets to the Liquidating Trust, neither the Debtor nor its estate will have any further interest in or with respect to the Trust Assets or the Liquidating Trust. The Beneficiaries will be treated as the grantors and deemed owners of the Liquidating Trust.

F. Tax Returns. The Liquidating Trust will file federal income tax returns as a grantor trust under IRC Section 671 and Treasury Income Tax Regulation Section 1.671-4 and report, but not pay tax on the Liquidating Trust's tax items of income, gain, loss deductions and credits ("Tax Items"). The Beneficiaries will report on their federal income tax returns and pay any federal income tax liability attributable in any way to the Liquidating Trust's or the Trustee's Tax Items.

III. Participating Interests.

A. Non-Certificated and Non-Transferable. Participating beneficial interests in the Liquidating Trust issued pursuant to the Plan and this Agreement to the Beneficiaries entitled to a distribution from the Liquidating Trust under the Plan ("Participating Interests") will not be evidenced by any certificate or other instrument or document. Participating Interests in the Liquidating Trust are non-transferable and non-assignable other than to successors in interest, or by will, the laws of descent and distribution, or by operation of law. Participating Interests shall correspond to the Plan which provides for the distributions of cash from the Liquidating Trust to Beneficiaries. Each entity that is the holder of an allowed claim shall automatically become the owner of a Beneficial Interest.

B. Absolute Owners. The Liquidating Trust and the Liquidating Trustee may deem and treat each Beneficiary as the absolute owner of the underlying Participating Interest for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

C. No Required Meetings or Votes. Except as otherwise provided herein, the Liquidating Trustee is not required to call or conduct any meeting of all or any of the Beneficiaries. Further, the Liquidating Trustee is not required to solicit, obtain the vote or consent of, or give any notice to, any of the Beneficiaries with respect to any action authorized or permitted under the Plan, this Agreement or any order of the Bankruptcy Court.

D. Liquidating Trustee as Beneficiary. The Liquidating Trustee may not be a Beneficiary.

IV. Delivery and Acceptance of Trust Assets.

A. Conveyance by Debtor. Upon the Effective Date of the Plan, the Debtor shall be deemed to have transferred and assigned all of the Trust Assets to the Liquidating Trust. At any time, and from time to time after the Effective Date, at the Liquidating Trustee's request, and without further consideration, the Debtor shall execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and will cooperate and take such other actions as the Liquidating Trustee may deem reasonably necessary or desirable in order to more effectively transfer, convey and assign all rights, title and interests in and to the Trust Assets to the Liquidating Trust and all privileges to the Liquidating Trust or the Liquidating Trustee on behalf of the Liquidating Trust.

B. Acceptance of Conveyance. The Liquidating Trustee is hereby directed to, and the Liquidating Trustee agrees that he/she will:

1. accept delivery of the Trust Assets on behalf of the Liquidating Trust;
2. accept from the Debtor all bills of sale, deeds, assumptions and assignments, and all other instruments of conveyance required to be delivered by the Debtor with respect to the Trust Assets transferred to the Liquidating Trust or the Liquidating Trustee on behalf of the Liquidating Trust pursuant to, or in connection with, the Plan, the Plan Confirmation Order or this Agreement; and
3. take such other action as may be required of the Liquidating Trust hereunder.

C. No Interest Retained by Debtor. The Debtor shall retain no interest in the Trust Assets or the Liquidating Trust.

V. Administration of Trust Estate.

A. Powers of the Trustee.

1. Administrative Powers. During the Liquidating Trustee's administration of the Liquidating Trust, and subject to the Plan, the Plan Confirmation Order and this Agreement, the Liquidating Trust and the Liquidating Trustee may exercise the power:

- i. to receive and hold all of the Trust Assets and to have exclusive possession and control thereof for the purposes set forth herein;
- ii. to enter into, perform and exercise rights under contracts binding upon the Liquidating Trust which are reasonably incident to the administration of the Liquidating Trust and which the Liquidating Trustee, in the exercise of his/her judgment, believes to be in the best interests of the Liquidating Trust;

- iii. to establish and maintain accounts at banks and other financial institutions, in a clearly specified fiduciary capacity, into which the Trust Assets may be deposited, and draw checks or make withdrawals from such accounts, and to pay or distribute such amounts of the Trust Assets as permitted or required under the Plan or this Agreement;
- iv. to employ and compensate attorneys, accountants, expert witnesses, professional advisors or any successor or other persons whose services may be necessary or advisable in the judgment of the Liquidating Trustee in accordance with the terms of the Plan, and to pay from the Trust Assets reasonable compensation to such persons in accordance with the terms of the Plan;
- v. request any appropriate tax determination, including, without limitation, a determination pursuant to Section 505 of the Bankruptcy Code;
- vi. to make all required disbursements of Trust Assets to Beneficiaries in accordance with the terms of the Plan and this Agreement;
- vii. to pay any and all necessary expenses attributable or related to the management, maintenance, administration, preservation or disbursement of the Trust Assets;
- viii. to investigate, file, compromise, settle, withdraw or litigate in the Bankruptcy Court or on appeal (or pursuant to a withdrawal of the reference of jurisdiction) or in any other appropriate court or tribunal, Estate Causes of Action, objections to disputed claims, and to exercise any and all rights and perform any and all obligations of the Liquidating Trust, under the Plan, this Agreement or otherwise;
- ix. to sue or be sued in connection with any matter arising from or related to the Plan or this Agreement that affects in any way the rights or obligations of the Liquidating Trust, the Liquidating Trustee or the Beneficiaries;
- x. to represent the interests of the Beneficiaries with respect to any matters relating to the Plan, this Agreement or the Liquidating Trust affecting the rights of the Beneficiaries solely in their capacity as Beneficiaries;
- xi. to prosecute, exercise and/or enforce all Estate Causes of Action and the rights, claims, powers, objections and/or actions of the Debtor and its estate under sections 363, 365 and 501 to 558, inclusive, of the Bankruptcy Code whether or not such litigation was commenced by the Debtor prior to the Effective Date;
- xii. seek the examination of any entity under, and subject to, the provisions of Rule 2004 of the Bankruptcy Rules;
- xiii. to act as the representative of the estate under section 1123(b) of the Bankruptcy Code or otherwise, as allowed by the Plan; and
- xiv. to do any and all other things, not in violation of any other terms of the Plan or this Agreement, which, in the judgment of the Liquidating Trustee, are necessary or appropriate to carry out the terms or purposes of the Plan, this Agreement, the Liquidating Trust

or for the proper liquidation, management, investment and distribution of the Trust Assets in accordance with the provisions of the Plan and this Agreement.

2. Retention of Attorneys and Other Professionals. The Liquidating Trust is authorized to employ and compensate the attorneys and other professionals, including attorneys, professionals and advisors employed by the Debtor or the Committee prior to the Effective Date, without any further order of the Bankruptcy Court. Any actual or potential conflict of interest which might otherwise preclude such employment is waived and the Parties acknowledge that they have received full disclosure of such conflict, and hereby consent to such continued employment.

B. Limitations on Liquidating Trustee; Investments.

1. No Trade or Business for Liquidating Trust. The Liquidating Trustee shall carry out the purposes of the Plan, this Agreement and the Liquidating Trust and the directions contained herein and shall not at any time cause the Liquidating Trust to enter into or engage in any business (except as may be consistent with the limited purposes of the Liquidating Trust). The Liquidating Trustee is directed to take all actions necessary or appropriate to dispose of the Trust Assets in as prompt, efficient and orderly a fashion as possible, to make timely distributions of cash out of the Liquidating Trust, and to otherwise not unduly prolong the duration of the Liquidating Trust.

2. Request for Special Notice for Certain Actions. In the event of (a) compromises of pending litigation or Estate Causes of Action, (b) sales, transfers or abandonment of property with a value of more than \$50,000, (c) claim settlements in which the amount conceded to be due and owing by the Liquidating Trustee exceeds \$100,000, the Liquidating Trustee shall file with the Bankruptcy Court and serve upon the Office of the United States Trustee and any other party filing a request for special notice after the Plan's Effective Date a notice of intended action describing the Liquidating Trustee's intended course of action and the justifications therefor, and providing a 10 day period from the date of such notice for the filing of an objection and request for hearing on the same. In the absence of any objection and request for hearing, the Liquidating Trustee shall be free to take the action described in the notice without further order of the Court. If an objection and request for hearing is filed, the Liquidating Trustee will give at least 7 days' notice of the hearing date obtained from the Bankruptcy Court.

C. Transferee Liabilities. If any liability shall be asserted against the Liquidating Trust as transferee of the Trust Assets or any other property or assets on account of any claimed liability of or through the Debtor, the Liquidating Trustee may use such part of the Trust Assets as may be necessary in contesting any such claimed liability and in payment, compromise, settlement and discharge thereof on terms satisfactory to the Liquidating Trustee. In no event shall the Liquidating Trustee be required or obligated to use his/her own property, funds or assets for any such purposes.

D. Administration of Trust. In administering the Liquidating Trust, the Liquidating Trustee, subject to the express limitations contained in the Plan and this Agreement, is authorized and directed to do and perform all such acts, to execute and deliver such deeds, bills of sale,

instruments of conveyance, and other documents as the Liquidating Trustee may deem necessary or appropriate to carry out the purposes of the Plan, this Agreement and the Liquidating Trust. The Liquidating Trustee shall not commingle any of the Trust Assets with the property of the Liquidating Trustee or any other entity.

E. Payment of Expenses and Other Liabilities. The Liquidating Trustee shall pay from the Trust Assets all expenses, charges, liabilities and obligations of the Liquidating Trust, including such debts, liabilities, or obligations as may be payable from the Trust Assets, interest, taxes, assessments, and public charges of every kind and nature, and the costs, charges and expenses in connection with or arising out of the execution or administration of the Liquidating Trust and the Trust Assets, and such other payments and disbursements as are provided for in the Plan or this Agreement or which may be necessary or appropriate charges against the Liquidating Trust and the Trust Assets, and the Liquidating Trustee, in his/her judgment, may, from time to time, make provision by reserve or otherwise, out of the Trust Assets, for such amount or amounts as the Liquidating Trustee in his/her judgment may determine to be necessary or appropriate to meet or satisfy unascertained, unliquidated or contingent liabilities of the Liquidating Trust or the Liquidating Trustee.

F. Tax Requirements. The Liquidating Trust shall comply with all payment, withholding and reporting requirements imposed by any federal, state or local laws. All distributions of cash by the Liquidating Trust shall be subject to all such payment, withholding and reporting requirements. The Liquidating Trust shall report and pay any taxes that may be imposed on the Liquidating Trust by any federal, state or local laws. As a condition to the receipt of any distributions under the Plan, the Beneficiaries may be required to provide the Liquidating Trust with information or documents required under applicable law for tax or other purposes. Any Beneficiary to whom a notice is mailed requesting such information or documents but who fails to deliver such information or documents to the Liquidating Trust within three (3) months after the notice is mailed shall be forever barred from thereafter receiving any Distributions from the Liquidating Trust and the amounts to which such holder is no longer entitled shall be reallocated to make other distributions required by the Plan.

G. Liabilities of the Liquidating Trust. The Liquidating Trust shall have no liabilities whatsoever except (a) in accordance with the Plan and this Agreement and (b) the obligation to pay and reimburse the Liquidating Trustee and the employees, professionals, agents and representatives of the Liquidating Trust in accordance with the Plan and this Agreement. Without limiting the foregoing, the Liquidating Trust shall have no liability for any expenses of or claims against the Debtor, its estate or any other entities except for the payment of allowed claims in accordance with the Plan and this Agreement.

H. Compensation of Liquidating Trustee. The Liquidating Trustee shall be entitled to be compensated from the Liquidating Trust for his/her services and expenses in the total fixed amount of \$ _____ (the "Liquidating Trustee Compensation"). The Liquidating Trustee shall be entitled to engage in such other activities as the Liquidating Trustee deems appropriate, provided that the Liquidating Trustee shall devote such time as is necessary to fulfill all of the duties provided under the Plan and this Agreement.

I. Bond. The Liquidating Trustee shall serve without bond.

VI. Source of Distributions

A. Distributions from Trust Estate. All distributions to be made to the Beneficiaries under the Plan and this Agreement shall be made only from the Trust Assets and only to the extent that the Trust Assets are sufficient to make such payments in accordance with the Plan and this Agreement. Each Beneficiary shall look solely to the Trust Assets, and not to the Liquidating Trustee or the employees, professionals, agents or representatives of the Liquidating Trust in their personal, individual or corporate capacities, or to the Debtor or the Committee, for distribution to such Beneficiary as provided in the Plan and this Agreement.

B. Distributions Pursuant to Plan and Agreement. The Liquidating Trust shall make distributions from the Trust Assets in accordance with the Plan and this Agreement.

1. Timing of Distributions Generally. The Liquidating Trustee shall make all distributions timely, and not unduly prolong the duration of the Liquidating Trust.

2. Disbursing Agent. The Liquidating Trust, through the Liquidating Trustee, shall serve as the disbursing agent for all distributions to be made in accordance with the Plan, except for the payment of allowed administrative claims which shall be made out of the Estate Funds directly by the Debtor. All distributions of cash by the Liquidating Trust shall be made in lawful currency of the United States, by checks drawn on or, at the option of the Liquidating Trustee, wire transfers from, one or more United States banks selected by the Liquidating Trustee from the list of approved depositories issued by the United States Trustee.

3. Checks Not Cashed. Any and all checks issued on account of distributions shall be null and void if not cashed within 60 days of issuance. The holder of an allowed claim may thereafter make a written request for the Liquidating Trust to issue a replacement check until three months following issuance of the first check that became null and void. Thereafter, all allowed claims in respect of null and void checks shall be forever barred from any distributions from the Liquidating Trust and the cash represented by the null and void checks shall be used by the Liquidating Trust to make other distributions of cash required by this Agreement and the Plan.

4. Delivery Of Distributions. Unless otherwise agreed by the Liquidating Trustee, each distribution of cash by the Liquidating Trust on each distribution date shall be made by first class United States mail, postage prepaid, to the holder of an allowed claim at the latest address set forth in: (a) a proof of claim filed with the Bankruptcy Court or the preceding ABC estate on account of an allowed claim, (b) the Debtor's bankruptcy schedules filed with the Bankruptcy Court, (c) a written notice of change of address delivered to the Liquidating Trust after the Effective Date, or (d) a notice delivered to the Liquidating Trust under Bankruptcy Rule 3001 identifying the name and address of the entity to whom an allowed claim has been transferred prior to the Effective Date. The Liquidating Trustee shall not be required to make any other effort to locate or ascertain any address for any distribution.

5. Unclaimed Distributions. Any distributions of cash under the Plan that are returned as unclaimed or undeliverable shall be returned to the Trust Assets. The Liquidating

Trustee is not required to re-attempt delivery of a distribution to an address from which a prior distribution was returned as unclaimed or undeliverable.

6. Disputed Claims. The Liquidating Trustee shall have the right to establish a reserve in the event of the existence of any disputed claim on the date of a proposed distribution so that the Liquidating Trust has sufficient cash to make a payment to the holder of a disputed claim in the event such disputed claim ultimately becomes an allowed claim. No distribution shall be made to the holder of any disputed claim until the disputed claim becomes an allowed claim.

7. Payment of Resolved Disputed Claims.

i. Once a disputed claim is resolved as an allowed claim, the Liquidating Trustee shall make the appropriate distribution to the holder of the formerly disputed claim as if the disputed claim had been an allowed claim on the date of the original distribution.

ii. If a disputed claim is resolved as an allowed claim in an amount that is greater than the amount for which cash was reserved by the Liquidating Trustee for such disputed claim, the Liquidating Trustee shall pay such additional amount to the holder of the allowed claim if and when sufficient funds exist in the Liquidating Trustee to enable the holder of the formerly disputed claim to receive its pro rata share of cash from the Liquidating Trust based upon the amount of its allowed claim.

C. Maintenance of Records. The Liquidating Trust shall establish and maintain such books and records as the Liquidating Trustee deems necessary or appropriate. After providing notice to and receiving written confirmation from the Liquidating Trustee, the Debtor shall have the right, but not the obligation, to destroy any of the Debtor's books and records that are not desired be maintained by the Liquidating Trust.

D. Reserves. The Liquidating Trustee shall have the right establish and maintain reserves in the Liquidating Trust as the Liquidating Trustee deems appropriate, whether to use to fund the payment of disputed claims in the event they become allowed claims, to pay the fees and expenses of the Liquidating Trustee and professionals employed by the Liquidating Trustee, or otherwise.

E. No Fractional Distributions. No distributions to Beneficiaries in fractions of cents (i.e. fractions of hundredths of U.S. Dollars) shall be made by the Liquidating Trust. Any distribution to a Beneficiary that would include a fraction of a cent shall be rounded down to the nearest whole cent. The aggregate amount of fractions of cents that are not distributed pursuant to this provision on the final distribution date shall be donated to a charitable organization designated by the Liquidating Trustee.

F. No De Minimis Distributions. No cash payment of less than five dollars (\$5.00) shall be made from the Trust Assets to any holder of an allowed claim.

G. Dissolution and Termination.

1. Dissolution Event. The Liquidating Trust shall be dissolved upon the first to occur of the following:

i. the determination by the Liquidating Trustee to dissolve the Liquidating Trust upon performance and completion of all obligations and duties of the Liquidating Trust and the Liquidating Trustee under the Plan and this Agreement, including, without limitation, the distribution of the Trust Assets to the Beneficiaries as set forth in the Plan and this Agreement; or

ii. the date which is five (5) years from the Effective Date of the Plan (the "Termination Date"), provided, however, that, if warranted by the facts and circumstances, and subject to the approval of the Bankruptcy Court with jurisdiction over the case, upon a finding that an extension of the term of the Liquidating Trust is necessary to accomplish the liquidation purpose of the Liquidating Trust, the Liquidating Trust's term may be extended for a finite term based on facts and circumstances.

VII. Other Duties of the Liquidating Trustee.

A. Management of Trust Assets. The Liquidating Trustee may purchase and maintain in existence such insurance as the Liquidating Trustee deems necessary or appropriate from time to time to protect the Liquidating Trust and the Liquidating Trustee (including the employees, professionals, agents or representatives of the Liquidating Trust) and the Beneficiaries' interests in the Trust Assets from any potential claims or liabilities relating thereto or the distribution thereof.

B. No Implied Duties. The Liquidating Trustee shall not manage, control, use, sell, dispose, collect or otherwise deal with the Trust Assets or otherwise take any action hereunder except as expressly provided in the Plan or this Agreement, and no implied duties or obligations whatsoever of the Liquidating Trustee shall be read into this Agreement. Except as otherwise expressly provided in the Plan or this Agreement, the Liquidating Trustee shall have no duties or obligations under any laws or statutes otherwise applicable to trusts.

VIII. Concerning the Liquidating Trustee.

A. Acceptance by the Liquidating Trustee. The Liquidating Trustee accepts the Liquidating Trust created on the Effective Date for the benefit of the Beneficiaries and agrees to act as the Liquidating Trustee of the Liquidating Trust pursuant to the terms of the Plan and this Agreement. The Liquidating Trustee shall have and exercise the rights and powers granted in the Plan and this Agreement and shall be charged solely with the performance of the duties declared in the Plan and this Agreement on the part of the Liquidating Trustee. The Liquidating Trustee also agrees to receive and disburse all funds constituting part of the Trust Assets pursuant to the terms of the Plan and this Agreement.

B. Liability of the Liquidating Trustee.

1. Limitation on Liability. No provision of the Plan or this Agreement shall be construed to impose any liability upon the Liquidating Trustee or the employees, professionals, agents or representatives of the Liquidating Trust unless it shall be proven that the actions or omissions of such entity are not authorized under the Plan and this Agreement and constituted willful misconduct in the exercise of, or failure to exercise, any right or power under the Plan or this Agreement.

2. Reliance on Certificates or Opinions. In the absence of willful misconduct on the part of the Liquidating Trustee, the Liquidating Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Liquidating Trustee and conforming to the requirements of the Plan or this Agreement.

3. Discretion of the Liquidating Trustee. Except as otherwise expressly provided in the Plan or this Agreement, the Liquidating Trustee, within the limitations and restrictions expressed and imposed in the Plan and this Agreement, may act freely under all or any of the rights, powers and authority conferred in the Plan or this Agreement in all matters concerning the Liquidating Trust and the Trust Assets without the necessity of obtaining the consent or permission or authorization of the Beneficiaries, the Debtor, or the Bankruptcy Court, and the rights, powers and authority conferred on the Liquidating Trustee by the Plan and this Agreement are conferred in contemplation of such freedom of action within the limitations and restrictions so expressed and imposed; provided, however, that the Liquidating Trustee shall not be liable for any error unless it shall be proved by final order of the Bankruptcy Court that the Liquidating Trustee acted in a manner which constituted willful misconduct.

C. Reliance by Liquidating Trustee.

1. Genuineness of Documents. The Liquidating Trustee and the employees, professionals, agents and representatives of the Liquidating Trust may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, objection, order, judgment, decree, or other paper or document reasonably believed by them to be genuine and to have been signed, made, entered or presented by the proper party, parties, official, officials, entity or entities.

2. Retention of Professionals. The Liquidating Trustee may consult with legal counsel and with independent public accountants and other professionals or experts, and the Liquidating Trust shall have the right to employ and to compensate any such professionals as the Liquidating Trustee deems appropriate. Absent the Liquidating Trustee's own willful misconduct, the Liquidating Trustee may conclusively rely, and shall be fully protected in acting (or omitting to take action) upon, any advice of such professionals.

D. Indemnification.

1. Indemnification. The Liquidating Trust shall indemnify and hold the Liquidating Trustee and all professionals employed by the Liquidating Trustee and their respective employees, members, agents and subcontractors (individually, an "Indemnified Party"

and collectively, the “Indemnified Parties”) harmless from and against any loss, claim, damages or expense incurred by an Indemnified Party as a result of or in connection with the Liquidating Trustee serving as the Liquidating Trustee or otherwise relating to this Agreement, except to the extent finally and judicially determined to have resulted primarily from its own willful misconduct.

2. Payment of Expenses. Expenses (including attorneys’ fees) incurred in defending any action, suit or proceeding referred to above may be paid by the Liquidating Trust in advance of the final disposition of such action, suit or proceeding, upon an undertaking by the Liquidating Trustee, employee, professional, agent or representative of the Liquidating Trust to repay such amount if it shall ultimately be determined that such entity is not entitled to be indemnified.

3. Insurance. The Liquidating Trust may maintain insurance (specifically including directors and officers and/or errors and omissions insurance) during its existence and after its termination, at its expense, to protect itself and the Liquidating Trustee, employees, professionals, agents and representatives of the Liquidating Trust, as well as their heirs, successors, executors, administrators, personal representatives, or estates, of and from any liability.

E. Costs and Expenses of the Liquidating Trustee.

1. Costs and Expenses. The Liquidating Trustee shall pay out of the Trust Assets all reasonable costs, expenses and obligations incurred by the Liquidating Trustee in carrying out his/her duties under the Plan and this Agreement or in any manner connected, incidental or related to the administration of the Liquidating Trust, including:

i. any reasonable fees and expenses of attorneys, accountants, investment advisors, expert witnesses, professionals or other entities whom the Liquidating Trustee may deem necessary or appropriate to employ in connection with the Liquidating Trust, or on his/her own behalf in accordance with the terms of the Plan or this Agreement; and

ii. any taxes, charges and assessments which may be owed by, or levied or assessed against, the Liquidating Trust, the Trust Estate or any property held in trust hereunder.

2. Liquidating Trustee’s Funds. No provision of this Agreement or the Plan shall require the Liquidating Trustee to expend or risk his/her own funds or otherwise incur any financial liability in the performance of any of his/her duties as Liquidating Trustee hereunder or under the Plan, or in the exercise of any of his/her rights or powers, if the Liquidating Trustee has reasonable grounds for believing that repayment of funds or adequate indemnity or security satisfactory to him/her against such risk or liability is not reasonably assured to him/her.

F. Resignation and Removal.

1. Resignation of Liquidating Trustee. The Liquidating Trustee may resign and be discharged from any future obligations and liabilities hereunder by giving written notice thereof to the former members of the Committee and counsel to the Liquidating Trustee (and to

counsel for the Committee if that counsel is different) and the Bankruptcy Court at least thirty (30) days prior to the date of resignation set forth in the notice of resignation. Such resignation shall become effective after the day specified in such notice on the day when a successor Liquidating Trustee is appointed pursuant to the provisions herein and the successor Liquidating Trustee accepts such appointment in writing.

2. Removal of the Liquidating Trustee. The Liquidating Trustee may be removed with or without cause at any time only upon the entry of an order of the Bankruptcy Court after notice and a hearing on a motion brought by a party in interest. Such removal shall be effective when a successor Liquidating Trustee is appointed pursuant to the provisions herein and the successor Liquidating Trustee has accepted the appointment in writing.

3. Compensation Determination in the Event of the Resignation or Removal of the Liquidating Trustee. In the event of the resignation or the removal of the Liquidating Trustee, the Bankruptcy Court, after notice and a hearing, shall determine what portion, if any, of the Liquidating Trustee Compensation shall be paid to or retained by (if already paid to) the Liquidating Trustee.

4. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed hereunder shall execute an instrument accepting such appointment hereunder which shall be filed with the Bankruptcy Court. Thereupon, such successor trustee shall, without any further act, become vested with all of the properties, rights, powers, trusts and duties of the Liquidating Trustee hereunder with like effect as if originally named herein from that date forward.

IX. Action by the Liquidating Trustee.

A. Actions Per Plan. Unless otherwise specified in the Plan or this Agreement, any action required or permitted to be taken by the Liquidating Trustee (or any successor trustee) pursuant to the Plan or this Agreement shall be taken by the Liquidating Trustee (or any successor trustee) at his/her discretion, subject to the terms of the Plan and this Agreement.

B. Conflict of Interest. In the event that the Liquidating Trustee has a conflict of interest with respect to a matter upon which the Liquidating Trustee is to act, the Liquidating Trustee shall submit the issue to the Bankruptcy Court for action upon notice and motion approved by the Bankruptcy Court. The Liquidating Trustee is not currently aware of any relationship that would create a conflict of interest of which it has been made aware.

X. Supplements and Amendments to this Agreement.

A. Supplements and Amendment. Subject to the provisions of the Plan and this Agreement, at any time and from time to time, upon notice and motion approved by the Bankruptcy Court, the Liquidating Trustee may execute a supplement or amendment hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Agreement, or amendments thereto. In no event shall this Agreement be amended so as to change the purpose of the Liquidating Trust as set forth in the Plan without the prior approval of the Bankruptcy Court after notice and opportunity for a hearing have been provided to the Beneficiaries.

B. Liquidating Trustee's Declining to Execute Documents. If, in the reasonable opinion of the Liquidating Trustee, any document required to be executed pursuant to the terms hereof materially and adversely affects any immunity or indemnity in favor of the Liquidating Trustee under this Agreement, the Liquidating Trustee may in his/her discretion decline to execute such document.

C. Notice and Effect of Executed Amendment. Upon the execution of any amendment or supplement approved by the Bankruptcy Court, this Agreement shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the Liquidating Trustee and the Beneficiaries shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment or supplement shall be thereby deemed to be part of the terms and conditions of this Agreement for any and all purposes.

XI. Miscellaneous.

A. Title to Trust Estate. No Beneficiary shall possess legal ownership of, or have title to, any part of the Trust Assets, and no Beneficiary shall have an interest in any specific property of the Liquidating Trust.

B. Preservation of Privilege and Defenses. In connection with the rights, claims, and Estate Causes of Action that constitute the Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trustee and his/her representatives, and the Debtor and the Liquidating Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses.

C. Notices. Unless otherwise expressly specified or permitted by the terms of the Plan or this Agreement, all notices shall be in writing and delivered by registered or certified mail, return receipt requested, or by a hand or by facsimile transmission (and confirmed by mail), or by overnight courier, in any such case addressed as follows (with all such notices also to be provided by email):

If to the Debtor:

Homejoy (assignment for the benefit of creditors) LLC
Attn: Tim Cox
1100 La Avenida Street, Building A
Mountain View, CA 94043
Email: tcox@shrwood.com

With a copy to:

Levene, Neale, Bender, Yoo & Brill L.L.P.
Attn: Ron Bender, Esq.
10250 Constellation Blvd., Suite 1700

Los Angeles, CA 90067
Email: rb@lnbyb.com

If to the Liquidating Trustee:

With a copy to:

Pachulski Stang Ziehl & Jones LLP
Attn: Teddy M. Kapur, Esq.
10100 Santa Monica Blvd., Suite 1300
Los Angeles, CA 90067
Email: tkapur@pszjlaw.com

D. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, unless the prohibition or unenforceability of such provision will materially change the purpose or effect of this Agreement.

E. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument, and facsimile or electronically transmitted signatures shall have the same force and effect as original signatures.

F. Binding Agreement. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Liquidating Trustee and any successor trustee and the Beneficiaries as well as their respective personal representatives, successors and assigns. Any request, notice, direction, consent, waiver or other instrument or action by any party hereto or any Beneficiary shall bind their respective heirs, personal representatives, successors and assigns.

G. Headings. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

H. Construction. Except where the context otherwise requires, words importing the masculine gender shall include the feminine and the neutral, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include partnerships, associations, and corporations.

I. Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal law may apply, this Agreement shall in all respects be governed by, and

construed in accordance with, the laws of the State of California (regardless of conflict of law rules), including all matters of construction, validity and performance.

J. Construction with the Plan. The Plan is hereby incorporated fully by reference and is made a part hereof for all purposes. References herein to this Agreement shall refer only to this Agreement and shall not include the Plan unless otherwise indicated. In the event that the Plan and this Agreement are in contradiction, the terms of the Plan shall prevail other than with respect to the provisions herein regarding exculpation and indemnification for which this Agreement will prevail.

K. Subject to Bankruptcy Court's Jurisdiction. The Bankruptcy Court shall retain jurisdiction over this Agreement and the Liquidating Trust, the Trust Assets, the Liquidating Trustee and the Debtor to: (a) ensure that the purposes and intent of the Plan and this Agreement are carried out; (b) issue any and all orders and to take other actions necessary to the implementation of the Plan and this Agreement, such jurisdiction to include the jurisdiction contemplated by Section 1142 of the Bankruptcy Code; and (c) resolve any disputes regarding the employment or compensation of any employees, professionals, agents or representatives of the Liquidating Trustee or the Liquidating Trust. All provisions of this Agreement are subject to such continuing jurisdiction of the Bankruptcy Court. The Bankruptcy Court may interpret or enforce this Agreement upon request of a party in interest in accordance with the Bankruptcy Rules.

L. Integration. The Plan and this Agreement supersede all negotiations concerning their subject matter which preceded or accompanied the execution and delivery of this Agreement. The Plan and this Agreement are intended as a final expression of agreement as to the terms set forth in the Plan and this Agreement and may not be contradicted by evidence of prior agreement or contemporaneous agreement. The Plan and this Agreement are also intended as a complete and exclusive statement of their terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed or have hereunto caused this Agreement to be duly executed, as of the day and year first above written.

For the Debtor:

By:

Its:

For the Liquidating Trustee:

By:

Its:

1 **PROOF OF SERVICE OF DOCUMENT**

2 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business
3 address is:
4 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067

5 A true and correct copy of the foregoing document entitled (*specify*): **DISCLOSURE STATEMENT
6 DESCRIBING DEBTOR'S PLAN OF REORGANIZATION (DATED SEPTEMBER 15, 2016)** will be
7 served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d);
8 and (**b**) in the manner stated below:

9 **1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to
10 controlling General Orders and LBR, the foregoing document will be served by the court via NEF and
11 hyperlink to the document. On (*date*) September 15, 2016, I checked the CM/ECF docket for this
12 bankruptcy case or adversary proceeding and determined that the following persons are on the
13 Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Gregg M. Ficks gficks@coblentzlaw.com
- John-Patrick M. Fritz JPF@LNBYB.com, JPF@ecf.inforuptcy.com
- Shining J. Hsu shining.hsu@usdoj.gov
- Courtney J. Hull bk-chull@texasattorneygeneral.gov
- Teddy M. Kapur tkapur@pszjlaw.com, pjeffries@pszjlaw.com
- Bernard Kornberg bjk@severson.com
- Timothy S. Laffredi timothy.s.laffredi@usdoj.gov, patti.vargas@usdoj.gov
- Shannon Liss-Riordan sliss@llrlaw.com, jkahn@llrlaw.com
- Maxim B. Litvak mlitvak@pszjlaw.com, pjeffries@pszyjw.com
- Minnie Loo minnie.loo@usdoj.gov
- Office of the U.S. Trustee / SJ USTPRegion17.SJ.ECF@usdoj.gov, ltroxas@hotmail.com

14 Service information continued

15 on attached page

16 **2. SERVED BY UNITED STATES MAIL:** On September 15, 2016, I served the following persons and/or
17 entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true
18 and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and
19 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.

20 Homejoy (assignment for the benefit of creditors)	U.S. Securities and Exchange Commission San Francisco Regional Office
21 Attn: Sherwood Partners, LLC 1100 La Avenida Street, Suite A	44 Montgomery Street, Suite 2800
22 Mountain View, CA 94043-1453	San Francisco, CA 94104

23 Committee Counsel
24 Teddy M. Kapur
25 Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, California 94111

26 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR
27 EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
28 on September 15, 2016, 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

1 and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or
2 overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

3 **SERVED BY OVERNIGHT MAIL**

4 The Hon. M. Elaine Hammond
5 U.S. Bankruptcy Court
6 United States Courthouse, Room 3035
7 280 South First Street
8 San Jose, CA 95113-3099
9 on attached page

Service information continued

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

8 September 15, 2016
9 *Date*

Jason Klassi
10 *Printed Name*

/s/ Jason Klassi
11 *Signature*