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13 **UNITED STATES BANKRUPTCY COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**  
15 **LOS ANGELES DIVISION**

15 In re ) Case No. 2:11-bk-30162-PC  
16 )  
16 WOLF MOUNTAIN RESORTS, L.C., a Utah ) Chapter 11  
17 limited liability company, )  
18 Debtor. ) **ASC UTAH LLC'S OBJECTION TO**  
19 ) **APPROVAL OF DEBTOR'S DISCLOSURE**  
20 ) **STATEMENT DESCRIBING FIRST**  
21 ) **AMENDED PLAN OF REORGANIZATION**  
22 ) **DATED OCTOBER 14, 2011**

21 Hearing

22 Date: November 16, 2011  
23 Time: 9:30 a.m.  
24 Place: Courtroom 1539  
25 255 E. Temple St.  
26 Los Angeles, CA 90012  
27 )  
28 )

1 ASC Utah, LLC ("ASCU") files this Objection to Court approval of the Debtor's  
2 Disclosure Statement Describing First Amended Plan of Reorganization Dated October 14, 2011  
3 ("Amended Disc. Stmt."), which was filed jointly by Wolf Mountain Resorts, L.C. ("Debtor") and  
4 Canyon Mountain Partners, LLC ("CMP"). As set forth in greater detail below, while the Debtor  
5 and CMP (collectively, the "Proponents") have made some changes to their prior disclosure  
6 statement in an attempt to remedy its informational deficiencies, the Amended Disc. Stmt. still lacks  
7 adequate information, and does not contain all of the information that the Court previously directed  
8 the Proponents to add. Accordingly, the Amended Disc. Stmt. should not be approved until the  
9 necessary information is added.

### 10 DISCUSSION

#### 11 **A. The Amended Disc. Stmt. Still Fails To Provide Adequate Information Regarding 12 CMP's Proposed Equity Contribution Or The New Exit Facility.**

13 At the initial September 14, 2011 hearing on the Proponents' first disclosure statement  
14 ("Prior Disc. Stmt."), the Court directed the Proponents to add details with respect to the  
15 Proponents' proposed equity contribution. Specifically, the Court stated that:

16 Now, as far as documentation goes, I don't really need to see the  
17 documents, but I would like to have some meat on the bones as to  
18 what the terms and conditions at least at this point are with regard to  
19 the proposed equity contributions, have some evidence, some  
discussion at least of the financial ability of CMP and Mr. Abdalla to  
perform.

20 See, Transcript of September 14, 2011 Hearing ("Transcript") at 28:15-20 (a copy of the Transcript  
21 is attached hereto as Exhibit A).

22 The Amended Disc. Stmt., however, is virtually devoid of meat. Instead, the only  
23 changes made with respect to the disclosure on this issue were to (a) add, in new Exhibit G, a vague,  
24 one and a half page "commitment letter", and (b) change the Plan to provide that what was  
25 previously a \$2.5 million Equity Contribution now will be no more than \$2.3 million, plus a new,  
26 generic "Exit Facility." See Redlined Amended Disc. Stmt. at 38-39. However, with regard to the  
27 terms and conditions of the new Exit Facility, the Amended Disc. Stmt. contains no meaningful  
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1 details at all – the loan will be "up to \$500,000," will be "provided by CMP, or another affiliate of  
2 Kenneth Abdalla," will be at "the then prevailing rate of interest for similarly situated credits," shall  
3 include "terms consistent with terms included in similarly situated credits," and shall be repaid  
4 "promptly from available cash flow." See Redlined Amended Disc. Stmt. at 38. This is not "meat  
5 on the bones"; it is more like a breadstick.

6 **B. The Amended Disc. Stmt. Still Fails To Provide Adequate Information Regarding The**  
7 **Ability of Mr. Abdalla Or CMP To Perform Their Obligations Under The Plan.**

8 At the September 14 hearing, the Court directed the Proponents to add to the  
9 disclosure statement "some evidence, some discussion at least of the financial ability of CMP and  
10 Mr. Abdalla to perform." Transcript at 28:14-20. In response, the Proponents have supplied, as new  
11 Exhibit H to the Amended Disc. Stmt., a three sentence letter from someone at Wells Fargo ("**WF**  
12 **Letter**"). The WF Letter merely recites that (a) Mr. Abdalla supposedly "maintains a relationship of  
13 at least \$3MM on deposit," and that (b) "Mr. Abdalla as of [October 7, 2011] carries a balance of  
14 \$1,364,973 in his business account, Canyon Mountain Partners, LLC." See Amended Disc. Stmt. at  
15 Ex. H.

16 The WF Letter is insufficient for several reasons. First, it is not evidence; at best it is  
17 hearsay. Second, even if it were evidence, which it is not, it does not provide meaningful  
18 information regarding the ability of either Mr. Abdalla or CMP to actually perform their obligations  
19 under the Plan, because it only purports to provide information as to some sum of money presently  
20 in a business account, and a deposit "relationship" in another account. The WF Letter provides no  
21 information as to what liabilities, contingencies, conditions (or lack thereof) might be associated  
22 with those funds, or whether some specified amount of funds will in fact be available as and where  
23 needed at some future point under the proposed plan. Neither the WF Letter nor the Amended Disc.  
24 Stmt. indicates, for example, what liens or other liabilities (such as taxes) might be asserted against  
25 those funds, and who has the authority to access or release those funds. Further, no disclosure is  
26 made as to whether Mr. Abdalla or CMP have other financial commitments that could deplete these  
27 funds by the effective date of a plan, or thereafter, or whether there are limitations in place to assure  
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1 the availability of funds as and when needed. Without knowing the "net" availability of the funds,  
2 the WF Letter is meaningless.

3 Third, the Amended Disc. Stmt. expressly acknowledges that one of the Risk Factors  
4 under the amended Plan is that, regardless of the ability of Mr. Abdalla to fund the Exit Facility and  
5 his CMP capital calls:

6 . . . . there is a risk that the other member of CMP may not make its  
7 capital call. In such event, CMP may not have the ability to fully fund  
8 the Equity Contribution, in which case the Plan may not be  
confirmable unless modified.

9 See Redlined Amended Disc. Stmt. [Docket No. 149] at 45:8-11 (emphasis added).

10 Thus, regardless of the financial wherewithal of Mr. Abdalla and CMP, the Amended  
11 Disc. Stmt. does not contain adequate information because it fails to include any information at all  
12 about "the other member of CMP" and its ability to make its share of the CMP capital calls required  
13 under the Plan.

14 **C. The Amended Disc. Stmt. Still Fails To Provide Adequate Information Regarding**  
15 **The Investigation And Gratuitous Release Of Avoidance Claims.**

16 In its objection to the Prior Disc. Stmt., ASCU argued that the Proponents had not  
17 supplied adequate information regarding (a) the gratuitous releases to be granted under the Plan, and  
18 (b) whether the Debtor had investigated whether any valid claims existed against the parties to be  
19 released. In response, the Proponents stated that they "are unaware of any claims against insiders or  
20 affiliates other than the Willow Draw Transfers." See, Reply In Support of Disclosure Statement  
21 [Docket No. 109] ("**DS Reply**"), at 8:5-7. At the September 14 hearing, the Court asked whether  
22 such statement was included in the disclosure statement. When Debtor's counsel indicated that it  
23 might not be, the Court responded as follows: "I'd like [the Disclosure Statement to include] a  
24 statement to that effect and some discussion as to what investigation was made to make that  
25 statement." Transcript, at 32:22-24 (emphasis added).

26 Well, it now turns out that no "investigation was made to make that statement."  
27 Specifically, rather than add the information that the Court ordered them to provide in the Amended  
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1 Disc. Stmt., the Plan Proponents now admit that while they were proposing to release such claims  
2 under the Plan, they never actually conducted any investigation as to whether such claims existed.  
3 Instead, the Amended Disc. Stmt. now recites that the Debtor "has also requested that Mr. Kreis [the  
4 Debtor's special litigation counsel] agree to expand the scope of his employment to investigate all  
5 other transfers to insiders of the Debtor, to determine if Avoidance Actions may be appropriate to  
6 pursue." Redlined Amended Disc. Stmt. at 21.

7 Thus, it is now quite clear that the only reason the Plan Proponents were "unaware of  
8 any potential claims against insiders, or affiliates other than the Willow Draw Transfers" is that they  
9 never bothered to do any investigation in the first place (even though they were fully willing to  
10 release all such claims against insiders for no consideration). Accordingly, the Amended Disc. Stmt.  
11 now admits that "the Debtor's review of . . . Avoidance Actions, is not complete, and is ongoing."  
12 Redlined Amended Disc. Stmt. at 40. In addition to their now-admitted failure to previously  
13 investigate the potential insider avoidance claims, there is no evidence or other documentation to  
14 support the statement that the Proponents have actually requested that Mr. Kreis conduct such an  
15 investigation. In fact, the application to employ Mr. Kreis does not provide for him to investigate  
16 anything other than Willow Draw: "The Debtor seeks to employ John P. Kreis ("Kreis") as special  
17 litigation counsel to conduct an investigation and evaluation of the transfers of the Willow Draw  
18 Property, and particularly to determine if the transfers are avoidable." See Application . . . For Order  
19 Authorizing Employment Of John P. Kreis . . . As Special Litigation Counsel [docket no. 127]  
20 ("Kreis App."), at 4:16-18.

21 Moreover, even if Mr. Kreis were authorized to investigate insider matters other than  
22 Willow Draw, such an investigation seems to be no more than window dressing, for at least three  
23 reasons.

24 First, there is no funding under the Plan for any meaningful investigation of insider  
25 claims. Mr. Kreis received a postpetition retainer of \$5,000 (Kreis App. At 5:14-15) and the  
26 Amended Disc. Stmt. estimates that the aggregate amount of unpaid fees for Mr. Kreis, as of the  
27 Plan's Effective Date, will be about \$5,000 (Redlined Amended Disc. Stmt. at 23). This amounts to  
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1 a total of about \$10,000 in fees to investigate all potential avoidance claims, where the Willow Draw  
2 Transfers alone involve property that the Debtor believes to be worth \$12-15 million (See Kreis  
3 App. at 4:6-8), and the details involving those transfers appear potentially complex and time-  
4 consuming to properly unravel.

5 Second, regardless of the results of Mr. Kreis' investigation, under the Plan only the  
6 Debtor has the right to pursue such claims. Accordingly, the Proponents can effectively "release" all  
7 legitimate claims simply by electing not to pursue them, regardless of their merits. Even if there  
8 were adequate funding for Mr. Kreis' investigation, there is nothing to prevent the Debtors from  
9 simply throwing his report into the trash and ignoring it.

10 Third, while the Proponents may argue that, under the Plan, a party in interest may  
11 obtain authority to pursue estate claims against third parties if (a) the Debtor refuses to prosecute,  
12 and (b) the "requesting party can demonstrate a good faith basis for the prosecution of the claim",  
13 (Redlined Amended Disc. Stmt. at 39), that right is meaningless unless such parties are given access  
14 to the results of Mr. Kreis' investigation. However, the Plan makes no provision for parties other  
15 than the Proponents to be given access to that investigative information, and so, once again, the  
16 Proponents seek to have the avoidance actions effectively released, without any disclosure to  
17 creditors about what is being released. This is not "adequate information." Parties in interest should  
18 be provided with all of the investigative information, and the Proponents should be required to  
19 disclose the manner in which that information will be provided.

20 As a matter of material disclosure, the Amended Disc Stmt. must reveal the fact that  
21 the Debtor and CMP were prepared to release claims against insiders, for no consideration  
22 whatsoever, without having conducted any prior investigation as to the merit of such claims. The  
23 Proponents should be required to disclose the rationale for this construct. In addition, the  
24 Proponents also should be required to disclose the extent of the funding that will be available to  
25 conduct this investigation, and what recourse, if any, will be available if funding is inadequate,  
26 because the very parties who will be investigated will control the purse strings of the investigation.

1 **D. The Amended Disc. Stmt. Misrepresents The Timing And Conclusions Of the Jones**  
2 **Lang LaSalle Appraisal, And The Court Should Be Aware Of the Debtor's**  
3 **Misrepresentations Regarding the Appraisal.**

4 Since shortly after the Petition Date, the Debtor has repeatedly touted the existence of  
5 an appraisal from Jones Lang LaSalle ("Appraisal") that purportedly values the Debtor's assets at  
6 between \$70 and \$101 million. See Prior Disc. Stmt. at 17. Redlined Amended Disc. Stmt. at 21.  
7 Despite repeated requests that they provide ASCU with a copy of the Appraisal, the Proponents still  
8 had not provided ASCU with a copy of the Appraisal as of the time of the September 14, 2011  
9 hearing. The reason, according to the Debtors, was that the Appraisal was not yet complete.

10 Indeed, on multiple occasions, the Debtors represented to ASCU, creditors, and the  
11 Court, that the Appraisal was not yet complete. First, in their reply to ASCU's objections to the Prior  
12 Disc. Stmt., the Proponents on September 7, 2011 wrote that, "In fact, it is anticipated that the  
13 written report will be complete within days." DS Reply at 7:6-8 (emphasis added).

14 Second, at the September 14, 2011 hearing on the Prior Disc. Stmt., the Debtors  
15 advised the Court as follows:

16 THE COURT: Then this issue concerning valuation, the Jones  
17 Lang LaSalle appraisal, when is that appraisal scheduled to be  
18 completed?

19 MR. KUPETZ: Very shortly, within a week or so.

20 Transcript at 29:10-13.

21 Third, in their Amended Disc. Stmt., filed on October 14, 2011, the Proponents make  
22 the following representation:

23 The Debtor has engaged Jones Lang & Lasalle, a global real  
24 estate services firm specializing in commercial property management,  
25 leasing, and investment management, to evaluate the Debtor's assets  
26 and provide a valuation of the assets. While the evaluation is ongoing  
27 and not final, Jones Lang & Lasalle has provided a preliminary  
28 evaluation that estimates the assets to have a liquidation value of  
approximately \$69,125,000 and a fair market value of approximately  
\$100,925,000.

Amended Disc. Stmt., p. 20 (emphasis added).

1 Finally, on the morning of November 2, 2011, the date on which this Objection was  
2 due, ASCU's counsel received from the Debtor's counsel a copy of the Appraisal. Amazingly, the  
3 Appraisal has an "effective date" of August 1, 2011, and indicates that it was completed no later than  
4 August 31, 2011. See Appraisal, (copy attached hereto as Exhibit "B"), at 2 (August 15, 2011 cover  
5 letter to Debtor's counsel from Jones Lang LaSalle, with signature dated August 31, 2011, stating  
6 that "We have completed our Appraisal . . ."). Thus, the Appraisal itself states that it was  
7 completed no later than August 31, 2011, which was -

- 8 • one week before the Proponents wrote in their September 7, 2011  
9 Reply that the Appraisal "will be completed within days." DS  
Reply, p. 7:6-8.
- 10 • two weeks before Debtor's counsel advised the Court that the  
11 Appraisal would be complete "very shortly, within a week or so."  
Transcript at 29:13.
- 12 • six weeks before the Proponents filed the Amended Disc. Stmt.,  
13 which says that the Appraisal "is ongoing and not final." Amended  
Disc. Stmt. at 20.

14 The Court should not countenance such blatant, and repeated, misrepresentations.  
15 Such brazen misconduct casts a long and dark shadow over any credibility the Debtor may have had  
16 in the "post-Abdalla" period, and puts the Debtor's veracity squarely at issue. Moreover, the  
17 Proponents' "hide the ball" tactics here have effectively denied ASCU any meaningful opportunity to  
18 review and comment on the substance and accuracy of the Appraisal.

19 Significantly, the Proponents' misrepresentations regarding the Appraisal extend  
20 beyond the timing of the Appraisal, as discussed above, and reach to the substance of the Appraisal.  
21 Both the Prior Disc. Stmt and the Amended Disc. Stmt. say that "Jones Lang & LaSalle has provided  
22 a preliminary evaluation that estimates the assets to have a liquidation value of approximately  
23 \$69,125,000 and a fair market value of approximately \$100,925,000." Prior Disc. Stmt. at 17;  
24 Amended Disc. Stmt. at 20 (emphasis added). The Appraisal, however, says something else  
25 entirely: it concludes that the "as is" market value of the Debtor's interests in the Resort Property is  
26 only \$75 million. See Exhibit "B" hereto, at 2.



1           The purported \$100 million valuation can be achieved only by adding (a) the  
2           purported value of the Resort Property (\$75 million), plus (b) the purported value of the Debtor's  
3           development rights for Pine Village (\$10 million), plus (c) the purported value of the Willow Draw  
4           property, which the Debtor contends is \$15 million (\$75 +10+15=\$100 million). But this is pretzel  
5           logic; the Debtor doesn't even own Willow Draw anymore. See Amended Disc. Stmt. at 8 ("Before  
6           the Petition Date, the Debtor distributed the Willow Draw property to its former members or the  
7           member's affiliate."). The Court may recall that the Debtor transferred the Willow Draw property to  
8           its insiders promptly after the jury rendered its verdict in favor of ASCU, and against the Debtor, in  
9           the seven week Utah trial. This intentional fraudulent conveyance is emblematic of the Debtor's bad  
10          faith conduct.

11           At least two things are now clear. One, that despite the Debtor's repeated  
12          protestations that the Appraisal was "ongoing and not final," the Debtor knew that the Appraisal had  
13          been finalized long before it made multiple representations to the contrary. Two, the Debtor has  
14          known since at least August 31, 2011 (the latest date by which the Appraisal was "complete") that  
15          the \$100 million "appraised value" of the Debtor's assets that it touted in each version of the  
16          disclosure statements it filed was fundamentally misleading, because the \$100 million figure  
17          includes at least one significant asset (Willow Draw) that the Debtor does not even own. The Court  
18          should direct the Proponents to make full and candid disclosures regarding the Appraisal.

19          **E.     The Proponents Still Fail To Confirm Who Controls The Debtor, the Reorganized**  
20          **Debtor Or CMP.**

21           Ever since CMP and Mr. Abdalla rode into this case shortly after the Petition Date as  
22          a proverbial "white knight", ASCU has been seeking information as to who is really in control of the  
23          Debtor; ASCU has suspected from the outset that Mr. Griswold, the Debtor's historic principal  
24          insider who was involved in the Willow Draw transfers, is still involved in key decision-making,  
25          whether through his wife and her new company's 50% stake in CMP, or otherwise. ASCU's  
26          legitimate requests for information on this topic, however, have been rebuffed at every turn in these  
27  
28

1 proceedings. Initially, the Proponents were only willing to provide redacted copies of key  
2 documents, which failed to adequately address the "control" issue.

3 At the September 14 hearing, ASCU observed that the Proponents' "disclosures"  
4 regarding management and control were incomplete. For example, the Prior Disc. Stmt. said that,  
5 "Since July 11, 2011, the Debtor has been managed by Abdalla." That statement, however, did not  
6 address ASCU's concerns because it does not indicate, among other things: (i) what "managed"  
7 means; (ii) whether "managed by" means "sole control," i.e., whether other people or entities also  
8 have management power; (iii) who has the power and authority to determine whether Mr. Abdalla  
9 will continue to "manage" the Debtor; or (iv) who as a practical matter manages/controls the Debtor.

10 Neither the Amended Disc. Stmt., nor the recently filed draft of Exhibit I, which  
11 purports to be the Operating Agreement for the Reorganized Debtor ("OA"), provides adequate  
12 information regarding who will actually control the Reorganized Debtor. The OA, which is undated,  
13 unsigned, and in draft form, does not help; it simply says that Mr. Abdalla will be the Manager, and  
14 that the Manager, in turn, will be elected by CMP. Notably, the Amended Disc. Stmt. contains only  
15 the following carefully-worded sentence on the "sole control" issue.

16  
17 On the Effective Date, [CMP] shall be the managing member of the  
18 Reorganized Debtor, and Kenneth Abdalla shall be the only authorized  
agent to act on behalf of both the Reorganized Debtor and [CMP].

19 Redlined Amended Disc. Stmt. at 41.

20 The wording here is, again, very clever. First, it is unclear what "agent" means,  
21 especially where, as here, the Proponents have used a different word – "managed" – to describe the  
22 role that Mr. Abdalla plays between July 11, 2011 and the Effective Date. See Redlined Amended  
23 Disc. Stmt. at 15:1-3. Second, regardless of what "agent" means in this context, the Proponents are  
24 very careful to say that Mr. Abdalla will be the "only authorized agent to act on behalf of both the  
25 Reorganized Debtor and [CMP]." Redlined Disc. Stmt. at 41 (emphasis added). Thus, by phrasing  
26 this in the conjunctive, it could be the case that Mr. Abdalla will not, as the Proponents have  
27 previously maintained, have "sole control" over the Reorganized Debtor or its sole member, CMP,  
28 and that other parties such as Mr. Griswold and/or his affiliates or relatives, will have "some control"

1 over the Reorganized Debtor, CMP, or both. If Mr. Abdalla will in fact have sole control over the  
2 Reorganized Debtor and its sole member (CMP), then the Proponents should be willing to come  
3 right out and say so in writing in the Amended Disc. Stmt. Further, the Proponents should disclose  
4 whether any other entity or person, such as Mr. Griswold, has any form or degree of  
5 management/control of Debtor, presently or prospectively.

6 The question is really simple—does Mr. Abdalla actually have the sole and exclusive  
7 authority to take all actions and make all decisions on behalf of both the Debtor and CMP, in his sole  
8 discretion? The Amended Disc. Stmt. should contain a short, concise, direct and unqualified  
9 statement that he does have sole control and management and decision-making authority (if that is  
10 the truth) for both entities or, if he does not, a clear statement of he precise matters as to which he  
11 does not have sole control and decision-making authority, along with a disclosure of with whom he  
12 shares any control and authority. There is no justification into the kinds of hair splitting and  
13 excursions into semantics that are noted above.

14 **CONCLUSION**

15 For all the foregoing reasons, ASCU respectfully requests that the Court deny  
16 approval of the Amended Disc. Stmt. or, alternatively, that the Court condition approval of the  
17 Amended Disc. Stmt. upon the Proponents' addressing the specific issues as stated herein.

18 Dated: November 2, 2011

*/s/ Eric D. Goldberg*

19 GARY E. KLAUSNER,  
20 ERIC D. GOLDBERG  
21 SCOTT H. YUN, and  
22 MARGRETA M. MORGULAS, Members of  
23 STUTMAN, TREISTER & GLATT  
24 PROFESSIONAL CORPORATION

25 and

26 CLARK K. TAYLOR  
27 VAN COTT, BAGLEY, CORNWALL & McCARTHY,  
28 P.C.  
Attorneys for ASC Utah, LLC

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 1901 Avenue of the Stars, 12th Floor, Los Angeles, California 90067. A true and correct copy of the foregoing document described as **PROOF OF SERVICE OF:**

**ASC UTAH LLC'S OBJECTION TO APPROVAL OF DEBTOR'S DISCLOSURE STATEMENT DESCRIBING FIRST AMENDED PLAN OF REORGANIZATION DATED OCTOBER 14, 2011**

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On November 2, 2011, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

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Scott H Yun on behalf of Creditor ASC Utah LLC  
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Service information continued on attached page

indicate method for each person or entity served): On August 17, 2011 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service 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.

**II. SERVED BY U.S. MAIL:**

On November 2, 2011, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service 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.*

Honorable Peter Carroll  
United States Bankruptcy Court  
Courtroom 1539  
255 E. Temple Street  
Los Angeles, CA 90012

**XXX** Service information continued on attached page

**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on May 9, 2011, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

November 2, 2011  
Date

Sally A. Miller  
Type Name

/s/ Sally A. Miller  
Signature

Debtor and 20 largest  
Wolf Mountain Resorts/ASC Utah LLC  
6371.000  
Document no. 550841

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