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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: TECHNOLOGY PROPERTIES LIMITED, LLC, Debtor.	Case No: 13-51589 SLJ Chapter 11 Date: November 12, 2014 Time: 10:00 a.m. Place: Courtroom 3099

U.S. TRUSTEE'S OBJECTIONS TO DISCLOSURE STATEMENTS RE (1) MOORE MONETIZATION PLAN OF REORGANIZATION AND (2) JOINT PLAN OF COMMITTEE AND DEBTOR

The United States Trustee for Region 17, Tracy Hope Davis (the "UST"), hereby objects to (1) the Disclosure Statement re: Moore Monetization Plan of Reorganization ("Moore Disclosure Statement") and the accompanying Moore Monetization Plan of Reorganization ("Moore Plan") filed herein on October 30, 2014 by Creditor Charles H. Moore ("Mr. Moore") [Docket # 589 and #590], and (2) the Disclosure Statement re: Joint Plan of Reorganization ("Joint Disclosure Statement") and the Joint Plan of Reorganization ("Joint Plan") filed herein on October 29, 2014 by the Official Committee of Unsecured Creditors ("Committee") and

Technology Properties Limited, LLC ("Debtor") [Docket # 586 and #587]. The UST objects on the grounds that neither Disclosure Statement contains adequate information required for approval under section 1125 of title 11 of the United States Code (the "Bankruptcy Code"). The respective proponents of the Disclosure Statements have the evidentiary burden on the adequacy of the disclosures, and they have failed to meet that burden. In addition, the Joint Plan contains releases that violate applicable law, and thus the Joint Disclosure Statement describes a plan that is not confirmable on its face. For these reasons, neither Disclosure Statement should be approved.

FACTS

A. Case Background

Debtor filed a voluntary petition under Chapter 11 of Title 11 on March 20, 2013.

Debtor is a California limited liability company whose sole member is Daniel Leckrone ("Mr. Leckrone"). Debtor is in the business of acquiring rights to products, technologies and patent portfolios for the purpose of commercializing these assets. *Joint Disclosure Statement, pp.3-4.* The main products which it commercializes are the MMP Portfolio (named after its inventor, Mr. Moore), and the Fast Logic and CORE Flash Portfolios. *Id.* Its commercialization activities are primarily geared to identifying companies whose products utilize the technology protected by the patents and then either license the right to use the technology to those companies, and if licensing efforts are unsuccessful, prosecute litigation against those allegedly infringing companies. *Id., p. 5***.**

The Debtor and the Committee have had an adversarial relationship during the course of the case, but have recently reached an agreement on the Joint Disclosure Statement and accompanying Joint Plan. Mr. Moore has a different point of view as to how the Debtor should manage the case, and on September 3, 2014 Mr. Moore filed a motion to appoint a chapter 11

trustee. *Docket #525*. That motion is currently under submission. *Docket entry on 10/2/14*. Mr. Moore has also filed his own plan and disclosure statement. Both the Moore and the Joint Disclosure Statements are currently set for hearing on November 12, 2014.

The Debtor's bankruptcy schedules list personal property assets of $4,429,183 – much of this consists of accounts receivable. The Debtor also lists a number of litigation claims and license rights with a value of "Unknown." Debtor lists liabilities consisting of secured claims ($9,700,896), priority wage claims (including unsecured portion, $8,972,456) and unsecured claims ($49,936,736). *Schedules B, D, E and F, Docket #37*. Debtor's latest monthly operating report (for August 2014) reports a cash balance of $158,571.

B. Procedural Status and Competing Plans.

Mr. Moore filed his initial plan and disclosure statement on August 28, 2014. *Docket #519 and #520*. The initial joint plan was filed on September 3, 2014 (*Docket #524*); a joint disclosure statement and an amended joint plan were filed on September 17, 2014 (*Docket #538 and #539*). Objections to both disclosure statements were filed by various parties. On October 2, 2014, Mr. Moore filed an amended disclosure statement. *Docket #571*. At a hearing on October 2, 2014, the Court ordered the parties to file amended plans and disclosure statements no later than October 29, 2014, and scheduled a hearing on November 12, 2014 to approve the disclosure statements. On October 29, 2014, the Debtor and the Committee filed the Joint Plan and Joint Disclosure Statement, and on October 30, Mr. Moore filed the Moore Plan and the Moore Disclosure Statement.

The Joint Plan provides for the continuation of the Debtor's business, but through new management consisting of a new CEO (not Mr. Leckrone) and a board comprised of members of the Committee. The Joint Plan proposes to pay its unsecured creditors 100% of their claims within seven years, and subordinates a number of insider claims in exchange for a release.

The Moore Plan replaces current management with a Chapter 11 trustee (or a Plan Administrator, if a Chapter 11 trustee is not appointed by the Court), and proposes to pay unsecured creditors 100% of their claims plus interest within five years. Among other things, the Moore Plan proposes to set aside an amended agreement between the Debtor and PDS and transfer the licensing and commercialization rights to the MMP Portfolio to a new company to be created by Mr. Moore. *Moore Disclosure Statement, p. 44.*

Both the Joint Plan and the Moore Plan have significant problems, and neither Disclosure Statement should be approved. The UST's specific objections and comments follow.

DISCUSSION

A. Legal Requirements for Disclosure Statements.

Section 1125 requires that, prior to the solicitation of votes on a plan of reorganization, each impaired claimant and interest holder must receive a Disclosure Statement that has previously been approved by the court as containing "adequate information." 11 U.S.C. §1125(b). "Adequate information" is defined as:

> [I]nformation of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records … that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. §1125(a)(1).

The Disclosure Statement must describe all factors known to the plan proponent that may impact the success or failure of the proposals contained in the plan. *See, e.g., In re Beltrami Enters.*, 191 B.R. 303, 304 (Bankr. M.D. Pa. 1995); *In re Stanley Hotel, Inc.*, 13 B.R. 926, 929 (Bankr. D. Colo. 1981). "The importance of full disclosure is clear since there is substantial reliance placed upon the Disclosure Statement by the creditors and the court. Given this reliance, the debtor's obligation to provide sufficient data to satisfy the Code standard of 'adequate

information'" is of substantial concern. *Kunica v. St. Jean Fin., Inc.*, 233 B.R. 46, 54 (S.D.N.Y. 1999) (citing *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417(3d Cir. N.J. 1988)). Adequate information is "a flexible concept that permits the degree of disclosure to be tailored to the particular situation." *Official Committee of Unsecured Creditors v. Michelson (In re Michelson)*, 141 B.R. 715, 718-19 (Bankr. E.D. Cal. 1992). However, at an "irreducible minimum," a disclosure statement must provide information about the plan and how its provisions will be effected. *Id.* What is adequate is a subjective determination to be made on a case-by-case basis. *In re Brotby,* 303 B.R. 177, 193 (9th Cir. BAP 2003) (quoting *In re Tex. Extrusion Corp.*, 844 F.2d 1142, 1157 (5th Cir. 1988)).

A bankruptcy court should not approve a disclosure statement if the plan that is being proposed is patently non-confirmable on its face. *In re Main Street AC, Inc.,* 234 B.R. 771, 775 (Bankr. N.D.Cal. 1999) ("It is now well accepted that a court may disapprove of a disclosure statement, even if it provides adequate information about a proposed plan, if the plan could not possible be confirmed." (*cites omitted*)) ; *In re 266 Washington Assocs.*, 141 B.R. 275, 288 (Bankr. E.D.N.Y. 1992) (denying approval of a disclosure statement that describes a fatally flawed plan).

The plan proponent has the evidentiary burden of proof on the adequacy of the disclosures in a disclosure statement. *In re Michelson,* 141 B.R. 715, 718-720 (Bankr. E.D. Cal. 1992) ("the plan proponent bears the ultimate risk of nonpersuasion on the question of compliance with the requirement to disclose adequate information . . .").

B. Joint Disclosure Statement.

1. Release of claims. At page 2, there is a short description of a plan provision that releases a number of insiders from all claims. The UST asserts that the release provision violates applicable law (see below at paragraph C.2). But for purposes of disclosure, the Joint

Disclosure Statement should, but does not, describe the claims and causes of action that may exist against such persons that are purportedly being released. In addition, there is no explanation that the release is supposed to be a *quid pro quo* in exchange for a subordination of the released parties' claims in the case. The release is designed to be effective upon confirmation, yet the subordination only occurs if the plan is successful and all claims are paid. Thus in the event that the Joint Plan fails and the case is converted to chapter 7, the chapter 7 trustee is precluded from pursuing any claims or causes of action against these persons. And at the same time, the subordination is no longer effective. This reality – that the release is not dependent on payment of all claims -- should be disclosed.

2. Need disclosure of Moore's chapter 11 trustee motion. In section IV at page 26 (Post Bankruptcy Events), there should be a reference to the fact that Mr. Moore filed a motion to appoint a chapter 11 trustee and that the Court currently has that motion under submission.

3. Appointment of CEO. At page 34, the Joint Disclosure Statement states that "Mr. Venkidu will replace Mr. Leckrone as the CEO of TPL . . . ." But on 10/17/14, the Debtor filed the Declaration of Arockiyaswamy Venkidu [Docket #582], wherein Mr. Venkidu states at paragraph 5 that he has already replaced Mr. Leckrone as CEO on or about July 18, 2014, pursuant to a term sheet. The Debtor and the Committee need to be consistent.

4. Need to update information re Moore Plan. At page 71, in footnote 17, there is a reference to the plan and disclosure statement filed by Mr. Moore on 8/28/14. This information should be updated to reflect the current Moore Plan and Moore Disclosure Statement.

5. Liquidation analysis. In the liquidation analysis at pages 76-77, the chart reflects projected available cash as of 9/15/14 of $1,600,000. But the latest MOR (for the period ending 8/31/14) reports only $158,571 in cash. Where is the rest of the projected cash? Also the chart reflects a projected 19% recovery for unsecured creditors in a chapter 7, but the narrative

sentence immediately following the chart states that unsecured creditors would receive a 0% recovery in a chapter 7 liquidation. The Joint Disclosure Statement needs to be consistent.

6. Delinquent MORs. Exhibit E to the Joint Disclosure Statement is the June 2014 MOR. The Debtor is currently delinquent in filing its September 2014 MOR – that MOR must be filed before the Court can approve the Disclosure Statement, and should replace the June MOR attached as Exhibit E – creditors should be presented with the most recent information possible.

C. Joint Plan.

1. Same comments as above, as and where applicable. See Paragraph B.1 (release of claims), *infra*.

2. The release of claims is improper and violates Ninth Circuit law. The term "Released Claims" at page 14 is broadly defined to mean "any claims or causes of action against the Released Parties by the Debtor, the estate, and all persons and entities that vote to accept the plan and execute the Release [Exhibit E], and any claims or cause of action against the Reorganized Company except as provided herein." The "Released Parties" include a number of insiders, including Mr. Leckrone and his affiliates.

At page 21, the Joint Plan states that "By voting in favor of the Plan, Leckrone consents to the subordination of his payments and shall receive a release of all claims and causes of action against the Leckrone Claim, including any claims to challenge the extent, validity and priority, or to seek further subordination of such Claim."

And at pages 53-54, the Joint Plan states; "Confirmation of the Plan shall constitute and effect a full release of all Avoidance Actions, cause of action and claims for relief against the Released Parties whether or not any of the Released Parties execute the Release. Confirmation also effects a mutual release of the Released Claims of the estate and Reorganized Company as

to all parties who execute the Release in substantially the form attached hereto as Exhibit "E." As the UST reads it, the Release [Exhibit E] is designed as a voluntary release between the Non-Insider 13%ers, on the one hand, and the TPL Insiders, on the other hand – the Debtor and the estate are not a party to the Release. Accordingly, why does the language at pages 53-54 refer to a release of the Released Claims of the estate and the Reorganized Company? These individuals cannot release claims of the estate. This should be clarified.

But more importantly, the release of the Released Parties upon confirmation of the Joint Plan violates longstanding Ninth Circuit precedent against third party releases. *See, e.g., In re Lowenschuss*, 67 F.3d 1394, 1401-02 (9th Cir. 1995) ("this court has repeatedly held, without exception, that Section 524(e) precludes bankruptcy courts from discharging the liabilities of non-debtors."); *In re American Hardwoods, Inc*., 885 F.2d 621, 626 (9th Cir. 1989); *Underhill v. Royal*, 769 F2d. 1426, 1432 (9th Cir. 1985). The Court does not have the authority to grant these releases, and they should be deleted from the Joint Plan.

In addition, the release by the estate of the Released Parties is effective upon confirmation of the Joint Plan, and is not dependent on the payment of any claims. For example, the Joint Plan releases Mr. Leckrone in exchange for the subordination of his claims, including his Class 3 secured claim. The release is effective upon confirmation. But if the Joint Plan fails and the case is converted to a chapter 7 case, the secured claim survives with no subordination, yet Mr. Leckrone was released from any and all claims and causes of action. Thus, the chapter 7 trustee would have no ability to pursue Mr. Leckrone (or any other of the Released Parties) for any claims, including Avoidance Actions. This is not right, and is further evidence that the release provision should be summarily deleted from the Joint Plan.

Because the release provisions violate controlling Ninth Circuit law, the Joint Plan is patently non-confirmable. Accordingly, the Joint Disclosure Statement cannot be approved. *In*

re Main Street AC, Inc., 234 B.R. 771, 775 (Bankr. N.D.Cal. 1999) ("It is now well accepted that a court may disapprove of a disclosure statement, even if it provides adequate information about a proposed plan, if the plan could not possible be confirmed." (*cites omitted*)) ; *In re 266 Washington Assocs.*, 141 B.R. 275, 288 (Bankr. E.D.N.Y. 1992) (denying approval of a disclosure statement that describes a fatally flawed plan); Bankruptcy Code §1129(a)(1) (plan must comply with the applicable provisions of the Bankruptcy Code).

3. Privileged communications. At page 27, the Joint Plan states that the CEO of the Debtor is not entitled to privileged communications between the Debtor or the Reorganized Company and Binder & Malter and Dorsey & Whitney, and will not assert or waive any privilege with respect to any such communications. The plan proponents, who have the burden of proof on the adequacy of the disclosures, have failed to articulate the rationale and/or provide the legal justification for this provision and the assertion of this privilege.

4. Exculpation. The exculpation clause at page 53 states that the exculpation is confined to the fullest extent provided in Bankruptcy Code section 1125(e). There is a carve-out from exculpation for acts or omissions constituting willful misconduct or gross negligence. However, the language of the exculpation clause goes far beyond what is covered by section 1125(e). That section applies only to the good faith solicitation of acceptance or rejection of a plan or the good faith participation in the offer, issuance, sale or purchase of a security offered or sold under a plan (which latter provision is not applicable here). In contrast, the exculpation provision in the Joint Plan purports to cover any acts or omissions concerning the entire bankruptcy case and the future administration of the Joint Plan. The UST asserts that the exculpation language should be limited to those matters covered by section 1125(e) and any extraneous language should be deleted. In addition, the carve-out should also include fraud or bad faith conduct by any of the covered persons or entities.

D. Moore Disclosure Statement.

1. Joint Plan filed. At the top of page 5, Mr. Moore states that the Debtor and the Committee have been debating and negotiating "a still non-existent Chapter 11 plan" -- that is incorrect, since the Joint Plan (and a prior version) have been filed.

2. CEO resignation. At page 15, line 9, Mr. Moore states that Mr. Leckrone resigned his position as CEO in March 2014. According to the Joint Disclosure Statement, Mr. Leckrone was replaced as CEO by Mr. Venkidu on July 18, 2014. *See above, section B.3.*

3. Chapter 11 Trustee under the Moore Plan. Beginning at page 17 and continuing throughout the Moore Disclosure Statement (and throughout the Moore Plan), Mr. Moore states that a Chapter 11 Trustee will be appointed and will perform the obligations under the Moore Plan. This is problematic for a number of reasons.

First, if a chapter 11 trustee is selected prior to confirmation, that trustee is required to be an independent trustee, not an agent for Mr. Moore or controlled by Mr. Moore's plan. A chapter 11 trustee must exercise his or her own business judgment, not the judgment of a single creditor. The Moore Plan obligates a chapter 11 trustee to implement the plan in the manner described in the Moore Plan -- the overall effect is to strip any independence of a chapter 11 trustee. A chapter 11 trustee could easily disagree with many of the provisions in the plan, as they restrict his or her fiduciary duty to act independently and in the interest of all creditors, not just Mr. Moore – indeed, if the trustee deems it appropriate, he or she could file a motion to convert the case to chapter 7, or file a new plan per section 1106(a)(5). But the Moore Plan purportedly eviscerates the right of a chapter 11 trustee to file a plan (*Moore Disclosure Statement, p. 33*), which is further evidence that a chapter 11 trustee's independence is limited.

The chapter 11 trustee is also restricted to an annual budget, and his or her salary is limited (*Moore Disclosure Statement, p. 32*).

And significantly, the Bankruptcy Code only permits the appointment of a Chapter 11 trustee prior to confirmation of a plan. *See Bankruptcy Code §1104(a)*. The Court cannot appoint a chapter 11 trustee as part of a plan. Mr. Moore includes in his plan a provision that after confirmation, the UST will be requested to convene a meeting to elect a chapter 11 trustee per section 1104(b)(1) (*Moore Disclosure Statement, p. 33*) – but there is no statutory or other authority of which the undersigned is aware that authorizes the UST or the Court to appoint a chapter 11 trustee after a plan has been confirmed.

The UST previously suggested that the use of a "Liquidating Agent" or "Plan Administrator" appointed pursuant to the plan, rather than a chapter 11 trustee appointed by the Court, would be more appropriate. Mr. Moore refers to this possibility in the Moore Plan at page 1, footnote 1, and in the definitions of Chapter 11 Trustee and Plan Administrator at pages 6 and 15 – but it is never discussed in the Disclosure Statement.

4. Committee counsel. At pages 21 and 82, the Committee's counsel is listed as John Murray – but Mr. Murray is no longer with the Dorsey & Whitney firm. The name of the current counsel is Robert A. Franklin.

5. The 9/18/14 letter to Patriot's board of directors. Exhibit 1 to the Moore Disclosure Statement (filed 10/31/14) is a copy of a letter purportedly sent to the officers and directors of Patriot Scientific Corporation by certain Patriot shareholders. This letter appears to be a solicitation for votes on the Moore Plan, and against the Joint Plan, in violation of Bankruptcy Code section 1125(b).

6. Treatment of claims should be described in the disclosure statement. At pages 30-31, Mr. Moore does not describe the treatment of the claims in the case, but instead refers the reader to the Moore Plan for a description of their treatment under the plan. The UST asserts that a disclosure statement is designed to disclose to the creditors how they are to be treated and when

they can expect to get paid, and thus the claim treatment should be included in the Moore Disclosure Statement, not just the plan.

7. Rejection claims should be included in Class 6, not in a separate class 11. Mr. Moore has created a separate class for rejection claims (Class 11). And at page 31, he states that since Class 11 is nonexistent and unknown, that class is deemed to accept the plan. However, the rejection claims should be treated as general unsecured claims in Class 6 per sections 365(g) and 502(g), unless there is some basis for other treatment. The claims should not be placed in a class that gets paid *pro rata* after all other classes other than equity (*see Moore Plan, pp. 26-27*). This is inequitable.

8. Incorrect reference. At page 32, line 14, Mr. Moore states that after all creditors get paid, TPL can be returned to Class 10 – but Class 10 consists of Insider Unsecured Claims. The correct reference to Interests is Class 12.

9. The Plan itself cannot set aside a preference. At page 44, Mr. Moore states that the Moore Plan sets aside the August 2012 amended agreement between PDS and TPL as a preference. But a preference cannot be avoided or set aside by a plan – an adversary proceeding must be filed in order to avoid a preference. *See In re Commercial Western Finance Corp.*, 761 F.2d 1329, 1336-38 (9th Cir. 1985); *In re Golden Plan of California, Inc.*, 829 F.2d 705, 711-12 (9th Cir. 1986); *Fed. R. Bankr. Proc. 7001*.

10. Conversion to chapter 7. At page 47, Mr. Moore describes a security interest being given to the Chapter 11 Trustee for the benefit of the unsecured creditors, and that upon a conversion of the case to chapter 7, the Chapter 11 Trustee may, among other things, foreclose upon the security interest and sell or transfer the assets of the Debtor without the need for further court order. This ignores the fact that upon conversion, a chapter 7 trustee will be appointed to administer the case, and that trustee must comply with all the provisions of the Bankruptcy Code.

In addition, if a plan administrator (not a chapter 11 trustee) is granted a security interest for the benefit of the unsecured creditors, then upon a default and conversion to chapter 7, the plan administrator will need to obtain relief from stay to foreclose on the security interest.

11. Undeliverable distributions. At page 50, in the event a distribution to a creditor is returned as undeliverable, then the disbursing agent should be required to make reasonable efforts to locate a correct mailing address for that creditor.

12. Interest on past-due quarterly fees. At page 56, in paragraph S.1, the phrase "plus any applicable interest" should be added after the word "quarter" at line 24.

13. Rejection claims. At page 59, insider rejection claims are classified as Class 9A claims (which class does not exist). Plus, see paragraph D.7 above for the correct treatment of rejection claims.

14. Exculpation. The exculpation section at page 69 should be qualified by stating the exculpation is only to the fullest extent provided in Bankruptcy Code section 1125(e). There is also a carve-out from exculpation for acts or omissions constituting willful misconduct or gross negligence. However, the language of the exculpation clause goes far beyond what is covered by section 1125(e). That section applies only to the good faith solicitation of acceptance or rejection of a plan or the good faith participation in the offer, issuance, sale or purchase of a security offered or sold under a plan (which latter provision is not applicable here). In contrast, the exculpation provision in the Moore Plan purports to cover any acts or omissions concerning the entire bankruptcy case and the administration of the Moore Plan. The UST asserts that the exculpation language should be limited to those matters covered by section 1125(e) and any extraneous language should be deleted. In addition, the carve-out should also include fraud or bad faith conduct by any of the covered persons or entities.

15. Feasibility. Mr. Moore just filed (late on 10/31/14) his *pro formas* (Exhibits 3 and 4) which provide financial information and key assumptions to support the feasibility of the Moore Plan. The UST has not had sufficient time to review these projections or the Moore Innovations Group Business Plan (Exhibit 2), but the UST notes that Mr. Moore will need to demonstrate that his plan is feasible as part of the confirmation process.

E. Moore Plan

1. Same comments as above, as and where applicable. See paragraphs D.3 (Chapter 11 Trustee issues), D.7 (rejection claims), D.9 (set-aside of the August 2012 agreement), D.10 (conversion to chapter 7), D.11 (undeliverable distributions), D.12 (interest on past-due quarterly fees), and D.14 (exculpation), *infra*.

2. Incorrect reference. At footnote 3 on page 2, there is a reference to Class 9B, which does not exist. There is also a reference to Classes 9A and 9B in the definition of Quarterly Disbursing Report at page 16.

3. Incomplete sentence. In the definition of the TPL/Moore 'Roe' Litigation at pages 17-18, the last sentence is incomplete.

CONCLUSION

For the foregoing reasons, neither the Joint Disclosure Statement nor the Moore Disclosure Statement meet the "adequate information" requirement under section 1125, and these documents should therefore not be approved. In the event that the Court approves either Disclosure Statement, the UST reserves her right to object to confirmation of both the Joint Plan and the Moore Plan on any grounds, including the grounds noted in this Objection.

Dated: San Jose, California
November 5, 2014

Respectfully submitted,

TRACY HOPE DAVIS
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In re: Technology Properties Limited LLC
Case no: 13-51589 SLJ

CERTIFICATE OF SERVICE VIA 1st CLASS MAIL, ELECTRONIC TRANSMISSION OR ECF NOTIFICATION

I, the undersigned, state that I am employed in the City of San Jose, County of Santa Clara, State of California, in the Office of the United States Trustee, at whose direction the service was made; that I am over the age of eighteen years and not a party to the within action; that my business address is 280 South First Street, Suite 268, San Jose, California 95113, that on the date set out below, I served a copy of the attached:

U.S. TRUSTEE'S OBJECTION TO DISCLOSURE STATEMENTS RE: (1) MOORE MONETIZATION PLAN OF REORGANIZATION AND (2) JOINT PLAN OF COMMITTEE AND DEBTOR

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upon each party listed below, by placing such a copy, enclosed in a sealed envelope with prepaid postage thereon, in the United States mail at San Jose, California to:

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

Executed at San Jose, California, on November 5, 2014.

By: */s/ Patricia M. Vargas*
Patricia M. Vargas
Paralegal Specialist