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[Proposed] Counsel for Victoria L. Nelson, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

AMERI-DREAM REALTY, LLC,

Debtor.

Case No. BK-S-15-10110-LED
Chapter 7

**DECLARATION OF ANGELA
FERRANTE IN SUPPORT OF
APPLICATION FOR ORDER
AUTHORIZING EMPLOYMENT OF
THE GARDEN CITY GROUP, LLC AS
CLAIMS AND NOTICING AGENT**

Date of Hearing: March 31, 2015
Time of Hearing: 2:30 p.m.
Place: Courtroom No. 3, Third Floor
Foley Federal Building
300 Las Vegas Blvd., S.
Las Vegas, NV 89101

Judge: Honorable Laurel E. Davis

I, Angela Ferrante, declare under penalty of perjury as follows:

1. I am over the age of 18, have personal knowledge of the facts in this matter, and if called upon to testify, could and would do so.
2. I am the Vice President of Bankruptcy Operations at The Garden City Group, LLC (“GCG”) and I am authorized to make this Declaration in support of Victoria L. Nelson, Chapter 7 Trustee in the above-referenced Chapter 7 bankruptcy case (the “Trustee”), Application for Order Authorizing Employment of The Garden City Group, LLC as Claims and Noticing Agent (the “Application”), effective as of February 6, 2015 (the “Employment Date”).

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3. The Trustee and GCG desire to enter into a Bankruptcy Administration Agreement (such agreement together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, are collectively referred to herein as the "Engagement Agreement"), a copy of which is attached hereto as **Exhibit "1."**

4. Debtor's engagement of GCG as claims and noticing agent is authorized under 28 U.S.C. § 156(c) and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). I believe that engaging GCG as the Trustee's claims and noticing agent will expedite the service of Rule 2002 notices, streamline the claims administration process, and permit Debtor to focus on its reorganization efforts.

5. Consistent with the "Guidelines For A Claims Agent" issued by the Bankruptcy Court in this District (the "Guidelines"),¹ and subject to Court approval, GCG agrees to provide the Trustee with noticing and claims processing services in relation to this bankruptcy case.

6. The scope of GCG's services may be expanded from time to time, provided that GCG and the Trustee mutually agree in writing to any such expansion and any corresponding increase in fees.

7. Subject to this Court's approval of the Application, GCG is willing to serve as the Trustee's claims and noticing agent and to perform the services described above and in the Engagement Agreement. GCG will use reasonable efforts to coordinate with Debtor's other retained professionals to avoid unnecessary duplication of services.

8. GCG has substantial experience in matters of this size and complexity, and has acted as the official claims and noticing agent in many large bankruptcy cases throughout the nation, including:

- a. *In re ShengdaTech, Inc.*, case no. 11-52649-BTB; *In re Riviera Holdings Corp.*, case no. 10-29910-LBR; *In re Las Vegas Monorail Company*, case no. 10-10464-BAM; and *In re 155 East Tropicana, LLC*, case no. 11-22216-BAM, *In re American West Development, LLC*, case no. 12-12349-MKN, which were filed in this District;

¹ The Guidelines are available at: <http://www/nvb.uscourts.gov/downloads/cm-ecf/guidelines-claims-agent.pdf>.

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- b. *In re: Motors Liquidation Company (f/k/a General Motors Corp.)*, case no. 09-50026 (REG); *In re: BearingPoint, Inc.*, case no. 09-10691 (REG), *In re: Fortunoff Holdings, LLC*, case no. 09-10497 (RDD); *In re: Star Tribune Holdings Corporation*, case no. 09-10244 (RDD), which were filed in the Southern District of New York;
- c. *In re: Building Materials Holding Corporation*, case no 09-12074 (KJC); *In re: R.H. Donnelley Corporation*, case no. 09-11833 (KG); *In re Hayes Lemmerz International, Inc.*, case no. 09-11655 (MFW), which were filed in the District of Delaware; *In re: TCI 2 Holdings, LLC (a/k/a Trump Entertainment Resorts, Inc.)*, case no. 09-13654 (JHW); *In re Foxtons, Inc., et al.*, case no. 07-24496 (MBK), which were filed in the District of New Jersey;
- d. *In re: Oscient Pharmaceuticals Corporation*, case no. 09-16576 (HJB), which was filed in the District of Massachusetts;
- e. *In re: O'Sullivan Industries, Inc.*, case no. 05-83049 (CRM) and *In re: Galey & Lord, Inc., et al.*, case no. 04-43098 (MGD), which were filed in the Northern District of Georgia;
- f. *In re: SENCORP*, case no. 09-12869 (JVA) and *In re: United Producers, Inc.*, case no. 05-55272 (CMC), which were filed in the Southern District of Ohio;
- g. *In re: The Boyds Collection, Ltd.*, case no. 05-43793 (DWK), which was filed in the District of Maryland; and
- h. *In re: The Oceanaire Texas Restaurant Company, L.P.*, case no. 09-34262 (BJH) and *In re: Romacorp, Inc.*, case no. 05-86818 (BJH), which were filed in the Northern District of Texas.

Accordingly, GCG is qualified and competent to serve as claims and noticing agent in this bankruptcy case.

9. In connection with its retention as claims and noticing agent, GCG represents, among other things, that: (a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in this bankruptcy case; (b) by accepting employment in this bankruptcy case, GCG waives any rights to receive compensation from the United States government; (c) in its capacity as the claims and noticing agent in this bankruptcy case, GCG will not be an agent of the United States and will not act on behalf of the United States; and (d) GCG

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1 will not employ any its capacity as the claims and noticing agent in this bankruptcy case, GCG
 2 will not be an agent of the United States and will not act on behalf of the United States; and (d)
 3 GCG will not employ any past or present employees of Debtor in connection with its work as the
 4 claims and noticing agent in this bankruptcy case.

5 10. The fees to be charged by GCG in connection with this bankruptcy case are set
 6 forth in the Engagement Agreement. GCG believes the rates for its services in connection with
 7 the notice and claims processing are competitive and comparable to the rates charged by its
 8 competitors for similar services.

9 11. There is no agreement of any nature, as to the sharing of compensation to be paid
 10 to GCG.

11 12. GCG and its professionals do not hold or represent any interest materially adverse
 12 to the Debtor's bankruptcy estate nor have a connection to the Debtor, the Trustee, the Debtor's
 13 creditors, or its related parties, and as such, GCG and its professionals are disinterested within the
 14 meaning of section 101(14) of the Bankruptcy Code.

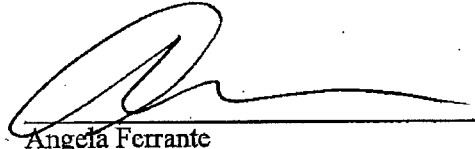
15 13. GCG has informed the Trustee that, except with respect to its proposed
 16 representation of the Trustee and as may be set forth herein, GCG does not hold or represent any
 17 interest adverse to Debtor or Debtor's estate, and GCG is a "disinterested person" as that term is
 18 defined in Bankruptcy Code section 101(14). The Trustee does not propose to retain GCG under
 19 Bankruptcy Code section 327(a), but GCG has disclosed that GCG and its professionals:

- 20 a. Are not creditors or insiders of Debtor.
- 21 b. Are not and were not, within two years before the date of this
 22 application, a director, officer, or employee of Debtor, as specified
 in subparagraph (c) of Bankruptcy Code section 101(14).
- 23 c. Do not hold an interest materially adverse to the interest of the
 24 estate or of any class of creditors or equity holders except as stated
 herein.
- 25 d. GCG does not represent or otherwise have other material
 26 connections with any persons or entities other than as disclosed in
 27 the subparagraphs immediately below. GCG will supplement
 28 these disclosures in the event further material connections are
 discovered regarding persons or entities that later become
 identified as parties in interest in this case.

1 14. To the best of my knowledge, GCG does not hold or represent any interest adverse
2 to the bankruptcy estate, and GCG is a disinterested person within the meaning of Bankruptcy
3 Code section 101(14).

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

6 Executed this 9th day of February, 2015.

7
8
9 
Angela Ferrante

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EXHIBIT “1”



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of February 6, 2015, is between The Garden City Group, LLC, a Delaware limited liability company (the "Company"), and Victoria L. Nelson as Chapter 7 Trustee for Ameri-Dream Realty, LLC (the "Client").

The Client desires to retain the Company to perform certain noticing, claims processing, and other administrative services for the Client in the chapter 7 case of Ameri-Dream Realty, LLC filed in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Client. Such services are hereinafter referred to as "Services." The Client agrees and understands that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1. Compensation. As full compensation for the Services to be provided by the Company, the Client agrees to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Client and is attached hereto as Exhibit A, after taking into account additional agreed upon discounts (subject to Bankruptcy Court approval in the event of an unresolved dispute. In some instances, these fees include commissions and/or markups. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Client and the Company intend that all fees and expenses incurred in connection with Services rendered by the Company pre-petition be paid in advance of, or contemporaneously with, the rendering of such Services.

2.2. Expenses. In addition to the compensation set forth in Section 2.1, the Client shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Client and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor. The Client and the Company intend to satisfy all expenses incurred in connection with pre-petition Services from advance retainers or contemporaneous payments.

2.3. Billing and Payment. Except as provided in Section 2.2, or specifically set forth below in Section 2.3, the Company shall bill the Client for its fees and expenses for Services performed under 28 U.S.C. § 156(c) on a monthly basis, and the Client shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, (i) postage expense and (ii) fees for print notice and media publication (including any markups and/or commissions charged by the Company and included in those fees) must be paid within three (3) business days of the date of the Company's invoice.

3. Term and Termination.

3.1. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2. Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of such written notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue, in good faith, efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such written notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the closing of the chapter 7 case, the Company shall forward all original proofs of claim to the Federal Archives Record Administration. For all other documents in the Company's actual or constructive possession (including, but not limited to, letters, e-mails, facsimiles, other correspondence and/or all undeliverable and/or returned mail), the Company shall retain paper copies and electronic copies for one (1) year following the closing of the chapter 7 case. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Client. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Client to its employees, and the Client will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Client. Nothing in this Agreement requires the Client to use the Company for any future work relating to the Services, and, in the event the Client decides to use another party for such future work, the Company agrees to cooperate fully with the Client to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Client is responsible for the accuracy of all programs, data and other information it submits to the Company and for the output of such information. The Company may undertake to place such data and information into certain systems and programs. The Company does not verify information provided by the Client.

6. Confidential Information.

6.1. Confidentiality. In connection with this Agreement, the Client and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Client (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder, and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case, without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving

Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to obtain same.

6.2. Protection of Intellectual Property. The Client acknowledges that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Client agrees to use its best efforts to protect such intellectual property, and shall not, either during the term of this Agreement, or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client understands that the software programs and other materials furnished by the Company pursuant to this Agreement, and/or developed during the course of this Agreement by the Company, are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. The Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3. Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Limitation on Damages. The Company shall be without liability to the Client with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. In no event shall liability to the Client for any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses"), whether direct or indirect, arising out of or in connection with or related to this Agreement, exceed the total amount billed or billable to the Client for the portion of the particular work which gave rise to the Losses. Under no circumstances will the Company be liable to the Client for any special, consequential or incidental damages incurred by the Client relating to this Agreement or the performance of Services hereunder, regardless of whether the Client's claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

8. Indemnification. The Client hereby indemnifies and holds harmless the Company and its directors, officers, employees, affiliates and agents against any losses incurred by the Company arising out of, in connection with or related to (a) any gross negligence or willful misconduct by the Client, its employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendering of the Services; (b) any breach of this Agreement by the Client; or (c) any erroneous instructions or information provided to the Company by the Client for use in providing the Services.

9. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction over all matters regarding this Agreement.

10. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other

matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

11. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, LLC, 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Client, to Nelson & Houmand, 3900 Paradise Road, Suite U, Las Vegas, Nevada, 89169; Attention: Victoria L. Nelson, Esq.

12. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

13. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court having competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

14. Assignment. This Agreement and the rights and obligations of the Company and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

15. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Client relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Client. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

***Victoria L. Nelson, as Chapter 7 Trustee for The Garden City Group, LLC
Ameri-Dream Realty, LLC***

By: _____
Victoria L. Nelson, Esq.

By: _____
Angela Ferrante
Vice President, Bankruptcy

Exhibit A



GCG Pricing

Services

Fees (Unit/Hourly)

Set-Up Creditor File

Set-up fee	Waived
Electronic import of creditor data	No per creditor charge
Assist with production of Schedules and Statements of Financial Affairs	Standard hourly rates

Notice

Notice printing / copies	\$0.10 per page (volume discounts apply)
Electronic noticing (e-mail)	\$50 per 1,000
Facsimile noticing (domestic facsimile)	\$0.10 per page
Personalization/labels	\$0.05 each
Legal publication of notice	Quote
Processing undeliverables	\$0.25 each

Document Management

Sort and prep mail (including handling remains)	Standard hourly rates
Document scanning	\$0.12 per image
Monthly document storage (paper)	\$1.50 per box
(electronic)	\$0.02 per image (waived for first three months)

Claims Administration

Association of claimant name and address to database	\$0.15 per claim
Claim acknowledgement postcards	\$0.10 each
Processing of claims, including non-conforming claims, supervisory review and application of message codes	Standard hourly rates

Web Site

Creating customized, interactive web site (including e-mail box for creditors)	Standard hourly rates
Monthly maintenance fee	\$200 per month
Providing updates to website	Standard hourly rates

