

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

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In re:
TOUSA, INC., *et al.*,

Debtors.

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF TOUSA, INC., *et al.*,

Plaintiff,

vs.

TECHNICAL OLYMPIC, S.A.;
KONSTANTINOS STENGOS; ANTONIO
MON; TOMMY MCADEN; ANDREAS
STENGOS; GEORGE STENGOS; LARRY
HORNOR; WILLIAM HASLER; MICHAEL
POULOS; MARIANNA STENGOU; SUSAN
PARKS; J. BRYAN WHITWORTH; PAUL
BERKOWITZ; CANDACE CORRA; RUSSELL
DEVENDORF; BRIAN KONDERIK; TOM
MCANDREW; DAVE SCHOENBORN;
GORDON STEWART; and STEPHEN
WAGMAN,

Defendants.

Chapter 11 Cases

Case No. 08-10928-JKO

Jointly Administered

Adv. Pro. No. 09-01616

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF TOUSA, INC., ET AL.'S OPPOSITION TO
THE DEBTORS' MOTION TO STAY**

The Official Committee of Unsecured Creditors (the "Committee") of TOUSA, Inc., et al. (collectively, the "Debtors"), by and through its undersigned counsel, hereby files this opposition (the "Opposition") to the Debtors' Motion to Stay [D.E. #22] (the "Motion"). In support of this Opposition, the Committee respectfully submits as follows:

PRELIMINARY STATEMENT

1. By the Motion, the Debtors seek to stay the above-captioned adversary proceeding (the “D&O Litigation”) until (i) the final resolution of the appeals (the “Appeals”) of the Court’s October 13, 2009 order (the “Fraudulent Conveyance Decision”) in the Committee’s fraudulent conveyance litigation (the “Fraudulent Conveyance Litigation”) against certain of the Debtors’ prepetition lenders and the Senior Transeastern Lenders (as defined in the Fraudulent Conveyance Decision); and (ii) the Debtors resolve disputes with their director and officer liability insurance carriers (the “D&O Insurers”) regarding insurance coverage for certain of the defendants in this action. In effect, the Debtors seek an indefinite suspension of the D&O Litigation — an extreme remedy, and one that the Debtors have failed to show is necessary and warranted. For the reasons set forth below, the Motion should be denied.

2. First, the Debtors propose that the requested stay be lifted only after two unrelated events occur: (i) the time-consuming appeals of the Fraudulent Conveyance Decision, which were initiated only last month by multiple appellants, have run their course; and (ii) the newly filed lawsuit against the Debtors’ D&O Insurers is settled or decided by this Court. The Debtors’ requested stay, which has no apparent end in sight, would be inappropriate and contrary to settled law.

3. Second, notwithstanding the Debtors’ unsupported statements to the contrary, the claims in the D&O Litigation are valuable estate assets, regardless of the pending Appeals and the Debtors’ disputes with the D&O Insurers. Indeed, the findings by this Court in the Fraudulent Conveyance Decision provide sound bases to determine that many of the defendants in the D&O Litigation are liable. The Debtors’ mere speculation that defendants may not be able

to defend against this action absent insurance coverage is an insufficient reason to stop the D&O Litigation in its tracks.

4. Third, the Debtors and the defendants all had ample opportunity to attempt to resolve the insurance coverage issues, instead of waiting until November 5, 2009, when the Debtors filed their adversary proceeding against the D&O Insurers (the "Coverage Action"). The Debtors have shown little willingness to promptly and vigorously advance the insurance issues. The Court should not grant an open-ended suspension of the D&O Litigation, when the Debtors (and as importantly, the defendants) took no action for months with respect to the issues raised in the Coverage Action. As set forth herein, the Committee, therefore, requests that the Court decline to grant the relief requested in the Motion and permit the D&O Litigation to proceed.

BACKGROUND

5. On February 27, 2009, the Committee filed a motion for standing to derivatively assert the claims in the D&O Litigation. (Case No. 08-10928 (JKO), D.E. #2506). The Debtors did not object to the Committee's standing, and the Court granted the motion on June 1, 2009 (Case No. 08-10928 (JKO), D.E. #2828).

6. On June 9, 2009, the Committee commenced the D&O Litigation against certain of the Debtors' directors and officers (the "D&O Defendants") and Technical Olympic, S.A. ("Technical Olympic"), TOUSA, Inc.'s ("TOUSA") majority owner, alleging that the defendants breached, or aided and abetted in the breach of, fiduciary duties owed to the Conveying Subsidiaries (as defined in the Fraudulent Conveyance Decision), when the Conveying Subsidiaries entered into the July 31, 2007 transaction. Recognizing the overlap between some of the issues raised in the Fraudulent Conveyance Litigation and the D&O Litigation, the

Committee agreed to suspend all deadlines in the D&O Litigation until thirty days from the conclusion of the trial before this Court in the Fraudulent Conveyance Litigation.¹

7. On September 4, 2009, upon the submission of post-trial briefing, the Fraudulent Conveyance Litigation concluded before this Court. By this time, the Debtors had informed the Committee that the D&O Insurers were disputing insurance coverage and, consequently, they began requesting extensions of the defendants' time to answer, move or otherwise respond to the complaint. The Committee agreed to grant certain D&O Defendants an extension until November 9, 2009 to answer, move or otherwise respond. (D.E. #19, #20). On November 4, 2009, the Committee agreed to extend the time for all defendants to answer the complaint until January 11, 2010. (D.E. #25, #27).

8. Despite the extensions already granted by the Committee, the Debtors persist in seeking an indefinite stay of the D&O Litigation.

9. This Court is intimately familiar with the facts underlying the D&O Litigation. The Committee's complaint in the D&O Litigation alleges that the D&O Defendants, aided and abetted by Technical Olympic, breached their fiduciary duties to the Conveying Subsidiaries and the Debtors' unsecured creditors when they caused these entities to take on \$500 million in secured debt to finance the settlement of litigation that was pending only against TOUSA and one other Debtor, and resolved a disastrous business venture with which the Conveying Subsidiaries had no involvement (the "Transeastern Settlement"). Numerous findings of fact contained in the Fraudulent Conveyance Decision highlight the strength of the Committee's claims in the D&O Litigation. Notably, among other relevant findings, this Court concluded that:

¹ The Committee filed a motion to this effect, which the Court granted on June 11, 2009. (D.E. #9, #10).

- Certain D&O Defendants never considered whether the Conveying Subsidiaries would reap any benefit from the Transeastern Settlement, let alone attempted to quantify such benefits. (Fraudulent Conveyance Decision at 112).
- Certain D&O Defendants never asked whether the Conveying Subsidiaries were insolvent before the Transeastern Settlement, or would be rendered insolvent by the Transeastern Settlement. (*Id.* at 96 n.34).
- Certain D&O Defendants were privy to information indicating that the Transeastern Settlement could have disastrous effects on the Debtors and their creditors. (*Id.* at 12-13, 15-16).
- Prior to the Transeastern Settlement, it was publicly reported that certain lenders believed that the Transeastern Settlement could lead to a bankruptcy filing, and one particular bondholder warned the company in writing that the Transeastern Settlement could be a fraudulent conveyance. (*Id.* at 20, 118).
- Certain D&O Defendants caused the Conveying Subsidiaries to enter into the Transeastern Settlement at a time when industry reports and publicly available information indicated that the housing and credit markets were in a tailspin. (*Id.* at 11-12, 16-17, 19).
- Leading up to the Transeastern Settlement, TOUSA's investors recognized the company's dire predicament. TOUSA's stock price fell from a high of \$23 during 2006 to below \$4 by April 2007, and its bonds traded at discounts as high as 40% to face value by May 2007. (*Id.* at 12).
- TOUSA's CEO, a defendant in this action, and certain of the advisors TOUSA hired to advise the company regarding the Transeastern Settlement had outsized personal incentives to have the Transeastern Settlement consumated. (*Id.* at 24).
- Certain D&O Defendants who constituted the majority shareholders of TOUSA fought the dilution of their equity interests at all cost, instructed the company not to seek out a solution that involved potential new investors, and in so doing "bet[] with the creditors' money." (*Id.* at 13-14, 15 n.3).

10. As such, the Fraudulent Conveyance Decision and the preceding trial have only reinforced the value of the D&O Litigation to the Conveying Subsidiaries' estates and their creditors' recoveries. Thus, the evidence discovered in the Fraudulent Conveyance Litigation, and the findings of fact in connection therewith, confirm that the Committee's claims in the D&O Litigation are not merely colorable, but are robust.

ARGUMENT

I. The Debtors' Request for an Indefinite Stay is Unreasonable and Unjustified

11. The Debtors request to stay the D&O Litigation pending resolution of not one, but two, separate legal proceedings – the Appeals and the Coverage Action. This request should be denied because there is simply no justification in fact or law for the Debtors' request for such an open-ended stay.²

12. With respect to the Appeals, the Debtors do not even hazard a guess as to the time required to prosecute the Appeals and, therefore, how long the requested stay will be in effect. However, given the quantum of damages in dispute, the number of appellants, the host of issues to be reviewed on appeal and the legal import of the Fraudulent Conveyance Decision, the Appeals will involve a lengthy process, lasting many months or a number of years.

13. With respect to the Coverage Action, the danger to the Debtors' estates is similar and just as acute. The Coverage Action was filed less than a month ago and, as such, is in its embryonic stage. Again, the Debtors are silent as to when this condition precedent to lifting the

² The Committee is opposed, not only to the indefinite stay requested by the Debtors, but to a stay for any amount of time based on the reasons the Debtors provide in their Motion. The Debtors base their request for a stay on the notion that it is appropriate to suspend the action until "resolution" of the Coverage Action and the conclusion of the Appeals. A stay to achieve these goals must, of necessity, be indefinite and, therefore, the Debtors have advanced no basis for a stay of shorter duration.

stay might occur. Additionally, because the Debtors themselves are prosecuting the Coverage Action, they would have a degree of control over the length of the requested stay of the D&O Litigation, by virtue of their ability to extend deadlines in the Coverage Action at will. It is also possible that a decision in the Coverage Action, which could take a number of months at minimum, will not terminate the requested stay. Should the D&O Insurers prevail at the trial stage, the Committee may be forced to wait even longer for the Coverage Action to be “resolved” through the appellate process. Indeed, one must question the motivation of the Debtors to request a stay of this action when it is the Conveying Subsidiaries’ estates and their creditors that will benefit from its prosecution – and only self-motivated officers and directors who may benefit from a stay.

14. The type of stay the Debtors are seeking has been soundly rejected in this jurisdiction, because such a stay will impermissibly force the D&O Litigation into “an ‘extended state of suspended animation.’” *CTI-Container Leasing Corp. v. Uiterwyk Corp.*, 685 F.2d 1284, 1288 (11th Cir. 1982) (vacating a stay granted by the district court that covered a “protracted and indefinite period”) (citation omitted). While granting a stay is always within the discretion of the court, settled law supports denying the Debtors’ request for a protracted and indefinite stay. *See id.*; *see also Landis v. North Am. Co.*, 299 U.S. 248, 256 (1936) (holding that a stay is inappropriate if it is “immoderate”); *Ortega Trujillo v. Conover & Co. Comm’n, Inc.*, 221 F.3d 1262, 1264 (11th Cir. 2000) (finding an indefinite “stay [which] appears to expire only after a trial of [a related] case and the exhaustion of appeals in that case” to be immoderate, and, therefore, an abuse of discretion) (citations omitted).

15. The Debtors attempt to justify their request, in part, because “the outcome of the [Appeals] is likely to affect the development and disposition of [the D&O Litigation].” (Motion

at 2). However, where a concurrent proceeding has no *res judicata* effect (a fact the Debtors concede), the existence of a concurrent proceeding, even one that has “a nearly identical basis” to the case being tried, should not warrant a stay. *See Dunn v. Air Line Pilots Ass’n*, 836 F. Supp. 1574, 1584 (S.D. Fla. 1993) (citations omitted).

16. The Debtors also attempt to justify their request for a stay because it will “inform the parties about whether the policies may be available for a potential recovery” and “allow the Director Defendants to know whether they will have legal representation paid for by the insurers.” (Motion at 2). This argument is, of course, applicable any time directors and officers are sued and an insurer denies coverage. However, “where a discretionary stay is proposed, something close to genuine necessity should be the mother of its invocation.” *Coastal (Berm.) Ltd. v. E.W. Saybolt & Co.*, 761 F.2d 198, 203-04 n.6 (5th Cir. 1985); *see also, Landis*, 299 U.S. at 255 (holding that the party requesting a stay “must make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to some one else.”).

17. The Debtors’ unsupported claim that some of the D&O Defendants may suffer financial hardship because they must now defend their actions in the D&O Litigation fails to justify preventing the Committee (and the Conveying Subsidiaries’ estates) from having their “day in court”. While the D&O Defendants would undoubtedly prefer to have their defense costs advanced and to have a judgment against them covered by an insurer, the possibility that they will need to proceed without insurance coverage is not an inequity that necessitates an indefinite stay of the D&O Litigation. The Conveying Subsidiaries’ estates and their unsecured creditors were injured by the D&O Defendants’ breaches of fiduciary duty and should not be

indefinitely barred from pursuing their claims because the D&O Defendants are not being advanced defense costs – a problem not of the Committee’s making.

18. Delay in prosecuting the D&O Litigation poses significant harm to the estates’ and creditors’ recovery from these valuable causes of action. Courts have recognized that “the dangers inherent in a stay . . . are real,” including “additional expense, potential insolvency of the parties, the death or faded memories of relevant witnesses and other complications.” *Florists’ Mut. Ins. Co. v. DL & B Enter., Inc.*, NO. 7:05 CV 50(HL), 2006 WL 2927580, at *2 (M.D. Ga. Oct. 11, 2006); *see Ciolli v. Iravani*, NO. CIV. A. 2:08-CV-02601, 2008 WL 4412053, at *3 (E.D. Pa. Sept. 23, 2008) (a “stay in this matter would delay plaintiff’s recovery . . . [and] will have a subsequent effect on plaintiff’s ability to gather evidence as the passage of time inevitably impacts . . . the sharpness of witness memories. The stay therefore has the potential to cause much harm to plaintiff.”).

19. Based on the foregoing, the Debtors’ request for an indefinite stay is unreasonable and unjustified, and should, thus, be denied.

II. The Claims Asserted in the D&O Litigation Are Valuable, and the Debtors’ Mere Speculation to the Contrary Does Not Entitle Them to a Stay

20. The Debtors state, simultaneously, that the Fraudulent Conveyance Decision does not have collateral effect on the D&O Litigation, and that the issues to be decided in the Appeals “will likely affect” that Litigation. (Motion at 6). However, as discussed above, the fact that a proceeding “will likely affect” another is not a sufficient basis to grant a discretionary stay. “A court should not decide a motion to stay based on a party’s speculative concerns.” *Sierra Club v. Fed. Emergency Mgmt. Agency*, NO. CIV. A. H-07-0608, 2008 WL 2414333, at *7 (S.D. Tex. June 11, 2008) (citations omitted). Moreover, this is not one of those “rare circumstances [in which] a litigant in one case [will] be compelled to stand aside while a litigant in another settles

[an issue] that will define the rights of both.” *Landis*, 299 U.S. at 255. The claims in the D&O Litigation are valuable, relate to the fiduciary duties of the directors and officers, and should be litigated promptly.

21. The Debtors also argue, without providing any evidence whatsoever, that the D&O Litigation should be stayed pending resolution of insurance coverage issues because if coverage is not found, there would be no point in “pursu[ing] claims against individuals who could not possibly pay any amount of damages that would make a material difference in these chapter 11 cases.” (Motion at 8). There is no legal requirement that a litigant determine whether a defendant is “judgment proof” prior to pursuing its legal rights. Moreover, while the Committee believes that its claims against the D&O Defendants are covered by insurance, the Committee intends to pursue them regardless of the outcome of the Coverage Action.

22. First, not all of the defendants in the D&O Litigation are affected by the Coverage Action. It is undisputed that Technical Olympic is not a director or officer covered by the D&O Insurers’ policies. Therefore, the outcome of the Coverage Action is irrelevant to Technical Olympic, which according to TOUSA’s website is one of the largest business groups in Greece and operates construction concerns in various European countries. Surely, the Debtors cannot deny that Technical Olympic is capable of defending the claims and, if necessary, sustaining an adverse judgment.

23. Moreover, contrary to the Debtors’ blanket assertion that the individuals could not personally fund a defense or pay damages that would make a material difference in these chapter 11 cases, at least some of the D&O Defendants appear to have significant personal assets.³

³ The Committee has repeatedly requested information from the Debtors that supports their assertion that the D&O Defendants lack significant financial resources. To date, the Debtors have failed to provide such information.

Notably, the members of the Stengos family named in the D&O Litigation own, either in full or in part, Technical Olympic, and a publication reported in 2005 that defendant Konstantinos Stengos had net worth of \$250 million. (*The 50 Wealthiest Greeks in America*, The National Herald, Feb. 26, 2005, at 8). Defendant Tony Mon, the former CEO of TOUSA, was paid “north of \$8 million” in bonus compensation for 2006 alone. (July 13, 2009 Trial Transcript 253:21-23). Also, a number of the D&O Defendants have held lucrative jobs outside of TOUSA: for example, partnerships at top-tier law firms and chief executive positions at corporations.

24. The Debtors fail to support their contention that absent insurance coverage the Committee’s claims in the D&O Litigation are not worth pursuing. The Debtors’ estates have the potential to obtain a significant recovery from Technical Olympic and at least some of the D&O Defendants. In light of these facts, the Debtors’ sweeping suggestion that the D&O Defendants may be judgment proof is wholly insufficient to justify a stay.

III. The Debtors’ Request Should Be Denied Because They Should Not Be Rewarded for Failing to Timely Address Insurance Issues

25. The chronology of the Debtors’ interactions with the D&O Insurers also warrants denial of the Motion. The Committee should not suffer delay in the prosecution of its valuable claims when the Debtors have given every indication that they will not sufficiently and promptly pursue the D&O Insurers on these issues.

26. A stay should be denied where, as here, the need for declaratory relief in a related insurance dispute has been apparent for a long time, and the plaintiff in the insurance dispute delayed seeking such relief. *See N.H. Ins. Co. v. Shoney’s, Inc.*, NO. CV585-080, 1985 WL 5407 (S.D. Ga. Aug. 21, 1985) (denying a motion to stay underlying tort litigation made by a plaintiff in the related insurance coverage dispute, where the plaintiff waited a year to seek declaratory judgment of insurance coverage).

27. The Debtors have been aware of the Committee's claims underlying the D&O Litigation since at least December 5, 2008, when the Committee sent the Debtors a demand letter stating their intent to seek standing to sue for breaches of fiduciary duty. The Debtors sent the D&O Insurers (Federal Insurance Company, a division of the Chubb Group ("Federal"), and XL Specialty Insurance Company ("XL")) initial notice of the Committee's December 5, 2008 demand on January 16, 2009. Federal responded on February 17, 2009 that a claim had not yet been made and, even if had, coverage was barred. XL responded on March 24, 2009 stating that while a claim had not been made, an eventual claim may be barred by a "Specified Notice Exclusion" provision.

28. On June 11, 2009, the Debtors sent the D&O Insurers notice that the D&O Litigation had been filed. XL responded on July 7, 2009 stating that "it appears that coverage is not available." Federal responded on July 28, 2009 stating that it had "concluded that no coverage is available." Notwithstanding the enormity of the issues raised by such responses (as is evident by the filing of the Coverage Action), the Debtors waited a month (until August 28, 2009) to request coverage clarifications from both D&O Insurers, and to notify Federal and XL about the other's respective positions of non-coverage. Federal and XL responded on September 23, 2009 and October 22, 2009, respectively, reaffirming their positions of non-coverage.⁴

29. On November 3, 2009, over seven months after the D&O Insurers first raised coverage issues, the Debtors and the D&O Insurers finally met to try to resolve the insurance issues eventually set forth in the Coverage Action.

⁴ Copies of certain of the Debtors' communications with XL and Federal are attached as exhibits to the November 5, 2009 complaint in the Coverage Action. (Case No. 09-02281 (JKO), D.E. #1).

30. The repeated failure of the Debtors and the D&O Defendants to timely pursue all available avenues against the D&O Insurers should not delay the Committee's assertion of valuable claims on behalf of the Conveying Subsidiaries' estates.

CONCLUSION

WHEREFORE, for all the foregoing reasons, the Committee respectfully requests that this Court (i) deny the relief sought in the Motion; and (ii) grant the Committee such other and further relief as this Court deems just, proper, and equitable.

Dated: November 30, 2009

Respectfully submitted,

I hereby certify that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

**STEARNS WEAVER MILLER WEISSLER
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By: /s/ Patricia A. Redmond
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-and-

We hereby certify that the undersigned attorneys are appearing pro hac vice in this matter pursuant to Court orders dated February 27, 2008, March 3, 2008 and November 9, 2009.

AKIN GUMP STRAUSS HAUER & FELD LLP

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Co-Counsel to the Official Committee of Unsecured Creditors of TOUSA, Inc., et al.

Certificate of Service

I CERTIFY that on November 30, 2009, a true and correct copy of the foregoing was served (i) by transmission of Notices of Electronic Filing generated by CM/ECF to those parties registered to receive electronic notices in this adversary proceeding as indicated on the attached Service List; and (ii) by undersigned counsel via first class mail postage prepaid upon all the parties as indicated on the attached Service List.

/s/ Patricia A. Redmond

PATRICIA A. REDMOND
Florida Bar No. 303739

TOUSA, Inc., et al., Case No. 08-10928; OCUC v. Technical Olympic, S.A., et al., Adv. Case No. 09-1616
SERVICE LIST OF PARTIES AND COUNSEL

The following parties were served via U.S. Mail:

DEFENDANT	COUNSEL APPEARANCE
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<p>Paul Berkowitz 60 Edgewater Drive, Ste. 8C Coral Gables, FL 33133 Phone: 305.667.2660 [DE 2322 Notice re: transfer of stock]</p> <p>Paul Berkowitz c/o Touse 4000 Hollywood Blvd, #500N Hollywood, FL 33021</p>	
<p>Candace Corra 2520 Saint Rose Parkway, #212 Henderson, NV 89012-3408</p> <p>Candace Corra c/o C. Anthony Shippmin Stewart Management Co. 1007 Orange St., #1410 Wilmington, DE 19801</p>	
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<p>Brian Konderik 2945 N. 48 Street Phoenix, AZ 85018</p>	<p>Monica Limon-Wynn, Esq. Snell & Wilmer One Arizona Center Phoenix, AZ 85004</p>

TOUSA, Inc., et al., Case No. 08-10928; OCUC v. Technical Olympic, S.A., et al., Adv. Case No. 09-1616
SERVICE LIST OF PARTIES AND COUNSEL

The following parties were served via U.S. Mail:

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<p>Tom McAndrew 8135 E. Indian Bend Road Scottsdale, AZ 85250</p> <p>(Service of initial process)</p>	
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<p>Susan Parks 5 Burning Tree Laguna Niguel, CA 92677 Phone: 949.433.3627 Fax: 949.305.5607 [DE 2322 Notice Regarding transfer of stock]</p> <p>Susan Parks c/o Touse 4000 Hollywood Blvd, #500N Hollywood, FL 33021</p>	
<p>Michael Poulos 2121 Kirby Drive Houston, TX 77019-6035</p>	

TOUSA, Inc., et al., Case No. 08-10928; OCUC v. Technical Olympic, S.A., et al., Adv. Case No. 09-1616
SERVICE LIST OF PARTIES AND COUNSEL

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TOUSA, Inc., et al., Case No. 08-10928; OCUC v. Technical Olympic, S.A., et al., Adv. Case No. 09-1616
SERVICE LIST OF PARTIES AND COUNSEL

The following parties were served via U.S. Mail:

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<p>Stephen Wagman 660 Davis Road Coral Gables, FL 33143</p> <p>Stephen Wagman c/o Touse 4000 Hollywood Blvd, #500N Hollywood, FL 33021</p>	
<p>J. Bryan Whitworth 6312 Indian Creek Drive Fort Worth, TX 76116 Phone: 817.763.8955 Fax: 817.763.8977 [DE 2321 Notice re stock transfer]</p>	

TOUSA, Inc., et al., Case No. 08-10928; OCUC v. Technical Olympic, S.A., et al., Adv. Case No. 09-1616

SERVICE LIST OF OTHER INTERESTED PARTIES AND COUNSEL

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*Served via CM/ECF

(All other parties served via U.S. Mail)

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