

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

	)	
In re:	)	Chapter 11
	)	
EDISON MISSION ENERGY, <i>et al.</i> , <sup>1</sup>	)	Case No. 12-49219 (JPC)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF DEBTORS’ SIXTH OMNIBUS OBJECTION  
TO CERTAIN PROOFS OF CLAIM (NO LIABILITY CLAIMS)**

**PLEASE TAKE NOTICE** that on the **4th day of February, 2014, at 9:30 a.m. (Central Time)** or as soon thereafter as counsel may be heard, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) shall appear before the Honorable Jacqueline P. Cox or any other judge who may be sitting in her place and stead, in Courtroom 680 in the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, and present the attached ***Debtors’ Sixth Omnibus Objection to Certain Proofs of Claim (No Liability Claims)*** (the “Objection”).

**PLEASE TAKE FURTHER NOTICE** that any objection to the Objection must be filed with the Court by **January 20, 2014, at 4:00 p.m. (Central Time)** and served so as to be actually received by: (a) counsel to the Debtors; (b) each holder of a No Liability Claim (as defined in the Objection) identified on **Schedule 1** to **Exhibit A** to the Objection; (c) the Office of the U.S. Trustee for the Northern District of Illinois; (d) counsel to the official committee of unsecured creditors appointed to these chapter 11 cases; (e) the indenture trustee for the Debtors’ senior unsecured notes; (f) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes; (g) the indenture trustee for the lessor notes related to the Debtors’ Powerton generating station in Pekin, Illinois, and units 7 and 8 of the Debtors’ Joliet, Illinois, generating station and the pass-through trustee for the related pass-through certificates; (h) counsel to the ad hoc committee of certain holders of pass-through certificates related to the Debtors’ Powerton and Joliet generating stations; (i) the owner trusts and the equity investors for the Debtors’ Powerton and Joliet generating stations and their respective counsel; (j) the lender

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Finance Co. (9202); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); EME Homer City Generation L.P. (6938); Homer City Property Holdings, Inc. (1685); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, LLC (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy’s corporate headquarters and the Debtors’ service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

under Debtor Edison Mission Energy's letter-of-credit facility; (k) the state attorneys general for states in which the Debtors conduct business; (l) United States Attorney for the Northern District of Illinois; (m) the Internal Revenue Service; (n) the Securities and Exchange Commission; (o) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (p) counsel to Edison International; and (q) those parties who have requested service of papers in this case pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure and the *Order Approving Case Management Procedures* [Docket No. 128].

**PLEASE TAKE FURTHER NOTICE** that copies of all documents filed in these chapter 11 cases are available free of charge by visiting the case website maintained by GCG, Inc., the Debtors' notice and claims agent for these chapter 11 cases, available at [www.edisonmissionrestructuring.com](http://www.edisonmissionrestructuring.com) or by calling (866) 241-6491. You may also obtain copies of any pleadings by visiting the Court's website at [www.ilnb.uscourts.gov](http://www.ilnb.uscourts.gov) in accordance with the procedures and fees set forth therein.

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Dated: January 2, 2014

*/s/ Michael Slade*

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James H.M. Sprayregen, P.C.  
David R. Seligman, P.C.  
Michael B. Slade  
Brad Weiland  
**KIRKLAND & ELLIS LLP**  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg  
**KIRKLAND & ELLIS LLP**  
601 Lexington Avenue  
New York, New York 10022-4611  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

*Counsel to the Debtors and Debtors in Possession  
other than Camino Energy Company*

- and -

David A. Agay  
Joshua Gadharf  
**MCDONALD HOPKINS LLC**  
300 North LaSalle  
Suite 2100  
Chicago, Illinois 60654  
Telephone: (312) 280-0111  
Facsimile: (312) 280-8232

*Counsel to Debtor Camino Energy Company  
and Conflicts Counsel to the other Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

	)		
In re:	)	Chapter 11	
	)		
EDISON MISSION ENERGY, <u>et al.</u> , <sup>1</sup>	)	Case No. 12-49219 (JPC)	
	)		
Debtors.	)	(Jointly Administered)	
	)		

**DEBTORS’ SIXTH OMNIBUS OBJECTION TO  
CERTAIN PROOFS OF CLAIM (NO LIABILITY CLAIMS)**

**THIS OBJECTION SEEKS TO DISALLOW,  
EXPUNGE, RECLASSIFY, REDUCE, AND/OR MODIFY  
CERTAIN FILED PROOFS OF CLAIM. CLAIMANTS RECEIVING  
THIS OBJECTION SHOULD LOCATE THEIR NAMES AND CLAIMS  
ON SCHEDULE 1 TO EXHIBIT A ATTACHED TO THIS OBJECTION.**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this objection (this “Objection”):

**Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), expunging and disallowing the claims identified on **Schedule 1** to the Order (the “No Liability Claims”) because such claims are not reflected as liabilities of the Debtors in the Debtors’ books and records. In support of this Objection, the Debtors submit the declaration of **Maria Rigatti** (the “Rigatti Declaration”), to be filed in connection herewith.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Finance Co. (9202); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); EME Homer City Generation L.P. (6938); Homer City Property Holdings, Inc. (1685); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, LLC (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy’s corporate headquarters and the Debtors’ service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

2. More specifically, the Debtors object to the following No Liability Claims of Edison International (“EIX”), Southern California Edison (“SCE”), Edison Mission Group (“EMG”), and Mission Energy Holding Company (“MEHC”), and related affiliates (together with the aforementioned non-Debtor entities, the “EIX Affiliates”) filed against various Debtors.

<b>Claims</b>	<b>Theory Asserted in Claim</b>	<b>Bases for Disallowance</b>
Shared Services Claims [Claims Nos. 1521-23 and 1976]	EIX Affiliates claim the Debtors are liable for claims related to management, administrative, corporate, and support services pursuant to intercompany billings and payment policies.	<ul style="list-style-type: none"> <li>• EIX Affiliates fail to state a <i>prima facie</i> claim.</li> <li>• The Debtors do not owe the EIX Affiliates any money for shared services.</li> <li>• Claims are not enforceable and must be disallowed under 11 U.S.C. § 502(b)(1).</li> </ul>
Litigation Claims [Claims Nos. 1485-92; 1495; 1496; and 1977-79]	EIX Affiliates claim the Debtors are liable for claims related to current and future lawsuits, and indemnification obligations to certain officers and directors who are or may in the future be named as defendants in lawsuits.	<ul style="list-style-type: none"> <li>• EIX Affiliates fail to state a <i>prima facie</i> claim.</li> <li>• The Debtors do not owe the EIX Affiliates any money for director and officer-related claims.</li> <li>• Contingent indemnification claims must be disallowed under 11 U.S.C. § 502(e)(1)(B).</li> </ul>
IP Claims [Claims Nos. 1493-94; 1497-99; 1500; 1501; and 1507-16]	EIX Affiliates claim Debtors liable for all claims related to breach of certain intellectual property licenses and trademark infringement.	<ul style="list-style-type: none"> <li>• EIX Affiliates fail to state a <i>prima facie</i> claim.</li> <li>• The Debtors do not owe the EIX Affiliates any money for intellectual property-related claims.</li> </ul>
Contract Claims [Claim No. 1526]	EIX Affiliates assert claims related to the Transaction Support Agreement and certain confidentiality agreements to which EIX and EME are parties.	<ul style="list-style-type: none"> <li>• EIX Affiliates fail to state a <i>prima facie</i> claim.</li> <li>• The Debtors do not owe the EIX Affiliates any money for alleged potential breaches of confidentiality agreements.</li> <li>• EIX Affiliates foreclosed from seeking monetary relief under Transaction Support Agreement.</li> </ul>
EIX Tax Claims [Claims Nos. 1477-1484; 1527-1536;	EIX Affiliates claim the Debtors are liable for indemnity, contribution, and reimbursement under common law and contract	<ul style="list-style-type: none"> <li>• Contingent contribution claims must be disallowed under 11 U.S.C. § 502(e)(1)(B).</li> <li>• Claims relating to an Assignment Agreement between EME, MEHC, and</li> </ul>

1973-1975]	theories for tax liabilities, interest, penalties, and costs of defense.	EMG must be disallowed because EME has no remaining obligations.
Power Purchase Claims [Claim No. 1525]	SCE asserts claims related to certain power purchase and interconnection agreements.	<ul style="list-style-type: none"> <li>• The Debtors do not owe any money to any person under these power purchase agreements.</li> <li>• SCE fails to state a <i>prima facie</i> claim.</li> </ul>

3. This objection is supported by the Official Committee of Unsecured Creditors (the “Creditors’ Committee”) and certain holders of EME’s senior unsecured notes (the “Noteholder Group.”) As the Court is aware, immediately after the petition date, EME, in coordination with the Creditors’ Committee, commenced a Rule 2004 investigation into the benefits of the Transaction Support Agreement, dated as of December 16, 2012 (the “Support Agreement”), between EME, EIX, and the Noteholder Group. [See Docket No. 186, 339]. Since then, the Debtors and the Creditors’ Committee have reviewed and analyzed thousands of documents that consist of more than 1 million pages, deposed three EIX executives, and engaged in contested litigation to compel EIX to produce certain subpoenaed materials that EIX improperly withheld in an effort to frustrate the Rule 2004 investigation.<sup>2</sup>

4. In addition to analyzing potential claims against EIX, the Debtors and the Creditors’ Committee have analyzed the proofs of claim asserted by EIX and the other EIX Affiliates against the Debtors, including supporting documentation, if any, filed together with any proof of claim (collectively, the “EIX Claims”). Based on their analysis, the Debtors have concluded that each of the EIX Claims is without merit, and should be disallowed for, among others, the reasons set forth in this Objection.

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<sup>2</sup> On December 20, 2013, the Debtors and the Creditors’ Committee filed their *Renewed Joint Motion of the Debtors and the Official Committee of Unsecured Creditors to Compel Production of Documents and Information Withheld on Privilege Grounds* [Docket No. 1727] (the “Motion to Compel”). The relief requested in the Motion to Compel is currently scheduled to be heard by this Court on January 22, 2014.

5. Accordingly, the Debtors have filed this Objection to the No Liability Claims filed by the EIX Affiliates. The Debtors have also concurrently filed a separate Debtors' Motion to Estimate Disputed Claims (the "Estimation Motion") under separate cover. The Estimation Motion seeks to estimate the claims of the Pension Benefit Guaranty Corporation, the IRS, and EIX Affiliates (to the extent such claims are not disallowed pursuant to this Objection) for the purposes of establishing reserves in connection with the Debtors' plan of reorganization, setting the maximum amount for allowance on such claims, and for distributions.

### **Jurisdiction**

6. The United States Bankruptcy Court for the Northern District of Illinois (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The statutory bases for the relief requested herein are sections 502 and 1106(a)(1) of title 11 of the United States Code (the "Bankruptcy Code"), rule 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 3007-1 of the Local Rules for the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules").

### **Background**

9. Edison Mission Energy, together with its Debtor and non-Debtor affiliates, is a leading independent power producing enterprise specializing in developing, operating, and selling energy and capacity from approximately 40 generating facilities in 12 states and the Republic of Turkey. The Debtors have approximately 800 employees and maintain headquarters in Chicago, Illinois and Santa Ana, California.

10. On December 17, 2012 (the "Original Petition Date"), seventeen of the Debtors (collectively, the "Original Debtors") filed petitions with the Court under chapter 11 of the

Bankruptcy Code. On May 2, 2013 (the “Homer City Petition Date”), three additional Debtors (collectively, the “Homer City Debtors”)<sup>3</sup> filed petitions with the Court under chapter 11 of the Bankruptcy Code. The Court has approved procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket Nos. 115, 154, 780]. No party has requested the appointment of a trustee or examiner in these chapter 11 cases. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On January 7, 2013, the United States Trustee for the Northern District of Illinois appointed the Creditors’ Committee in these chapter 11 cases [Docket No. 202] (as amended on January 18, 2013 [Docket No. 308]).

### **The Claims Reconciliation Process**

11. On February 14, 2013, and May 16, 2013, the Original Debtors and the Homer City Debtors, respectively, filed their schedules of assets and liabilities and executory contracts and unexpired leases (as amended, collectively, the “Schedules”) and statements of financial affairs, as required pursuant to section 521 of the Bankruptcy Code. On July 2, 2013, certain Debtors filed amendments to their respective Schedules.

12. On April 10, 2013, the Court entered the *Order (A) Setting the Bar Dates for Filing Proofs of Claim, Including 503(b)(9) Proofs of Claim and (B) Approving the Form and Manner of Notice Thereof* [Docket No. 669] (the “Original Bar Date Order”), which, among other things, established June 17, 2013, as: (a) the deadline (the “General Bar Date”) for all persons and entities holding or wishing to assert a “claim” (as defined in section 101(5) of the Bankruptcy Code) against any of the Original Debtors that arose before the Original Petition Date (each, a “Claim”), including any claim arising under section 503(b)(9) of the Bankruptcy

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<sup>3</sup> The Original Debtors and the Homer City Debtors are collectively referred to in this Objection as the “Debtors.”



Code, to file proof of such Claim in writing; and (b) the deadline for all governmental units holding or wishing to assert a Claim against any of the Original Debtors that arose before the Original Petition Date to file proof of such Claim.

13. On August 21, 2013, the Court entered the *Order (A) Setting Bar Dates for Filing Proof of Claim, Including Section 503(b)(9) Claims, Against EME Homer City Generation L.P., Edison Mission Finance Co., and Homer City Property Holdings, Inc. and (B) Approving the Form and Manner of Notice Thereof* [Docket No. 1137] (the “Homer City Bar Date Order” and, together with the Original Bar Date Order, the “Bar Date Orders”), which, among other things, established October 29, 2013, as the deadline for governmental and non-governmental entities to file proofs of claim against the Homer City Debtors.<sup>4</sup> Together, the Bar Date Orders apply to all purported claims against the Debtors. Notice of the Bar Date Orders was provided in accordance with the procedures outlined therein.

14. On July 17, 2013, the Court approved certain omnibus procedures for filing and resolving objections to claims asserted against the Debtors in these chapter 11 cases [Docket No. 1022] (the “Objection Procedures”).

15. To date, entities have filed approximately 1,900 proofs of claim against the Debtors, collectively asserting more than \$11.87 billion in aggregate liabilities. The Debtors and their advisors are in the process of reviewing and reconciling the proofs of claims with the Debtors’ books and records to determine the validity of the proofs of claim. For the reasons set forth in more detail below, and based on their review to date, the Debtors have determined that the No Liability Claims should be expunged and disallowed as set forth herein.

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<sup>4</sup> On October 25, 2013, the Court entered an order extending the Governmental Bar Date with respect to the Homer City Debtors through November 29, 2013 [Docket No. 1422].

### **Basis for Relief**

16. Section 502(a) of the Bankruptcy Code provides that “[a] claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). A debtor in possession has the duty to object to the allowance of any claim that is improper. *See* 11 U.S.C. § 1106(a)(1).

17. As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim is *prima facie* evidence of the validity and the amount of the claim. *See In re Salem*, 465 F.3d 767, 779 (7th Cir. 2006). But to receive the benefit of *prima facie* validity, the proof of claim must “set forth facts necessary to support the claim.” *In re Stoecker*, 143 B.R. 879, 883 (N.D. Ill. 1992), *aff’d in part, vacated in part by* 5 F.3d 1022 (7th Cir. 1993); *In re Tribune Co.*, No. 08-13141, 2013 WL 4779026, at \*1 (Bankr. D. Del. Sept. 6, 2013) (disallowing and expunging claims, noting that the “claimant must allege facts sufficient to support the claim” to have *prima facie* validity) (quoting *In re Allegheny Int’l, Inc.*, 954 F.2d 167, 173 (3d Cir. 1992)). And a claimant’s proof of claim is entitled to the presumption of *prima facie* validity under Bankruptcy Rule 3001(f) only until an objecting party refutes at least one allegation essential to the claim’s legal sufficiency. *See In re Relford*, 323 B.R. 669, 672–73 (Bankr. S.D. Ind. 2004). Once such an allegation is refuted, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence. *Id.* In other words, once the *prima facie* validity of a claim is rebutted, “it is for the claimant to prove his claim, not for the objector to disprove it.” *In re Kahn*, 114 B.R. 40, 44 (Bankr. S.D.N.Y. 1990) (citations omitted).

18. As set forth in the Rigatti Declaration, the Debtors have reviewed their books and records and determined that the No Liability Claims are not reflected as liabilities of the Debtors in the Debtors’ books and records. If the No Liability Claims are not disallowed and expunged, the applicable claimants could receive an unwarranted recovery to the detriment of other

creditors. Accordingly, the Debtors request that the Court enter the Order expunging and disallowing the No Liability Claims identified on **Schedule 1** to the Order.

### **Objections**

19. Specifically, Debtors object to each of the No Liability Claims of the EIX Affiliates filed against various Debtors. The proofs of claim can be broken down into five categories:

- shared services claims;
- litigation-related claims and director and officer liability claims;
- intellectual property and contract claims;
- tax claims; and
- power purchase agreement guaranty claims.

20. Within each category of claims, the addendums, amounts claimed if any, and attached exhibits are largely identical except for the particular Debtor entity named on the document. The Debtors request that the Court enter the Order expunging and disallowing each of the EIX Affiliates' No Liability Claims, as well as all other No Liability Claims identified on **Schedule 1** to the Order.

#### **I. THE COURT SHOULD EXPUNGE AND DISALLOW THE SHARED SERVICES CLAIMS**

21. In Claims Nos. 1521-23 and 1976 (the "Shared Services Claims"), the EIX Affiliates state that they have provided the Debtors with management, administrative, corporate, and support services pursuant to certain intercompany billing and payment policies (collectively, "Shared Services"). In particular, the EIX Affiliates assert that they pay premiums for the Debtors' insurance coverage, manage the Debtors' payroll and benefits processing, provide other business support services, and provide certain tax administrative services to the Debtors. The

EIX Affiliates assert any and all claims related to the Shared Services, including damages or expenses incurred by the EIX Affiliates in providing the Shared Services, as well as damages or losses with respect to insurance proceeds.

22. There is no basis for these claims. The Debtors have not defaulted on any Shared Services payments. (Rigatti Decl. ¶ 30.) In fact, in 2012, EIX amended its intercompany billing policy to require that the Debtors (a) pay monthly intercompany estimates in advance, and (b) provide EIX with a \$4 million retainer that EIX may draw on to satisfy any monthly intercompany estimate or invoice not timely paid. (*See, e.g.* EIX Proof of Claim No. 01521, Ex. B at 6; *see also* Rigatti Decl. ¶ 29.) The Debtors have consistently paid all monthly invoices and estimates in a timely manner, and EIX has never been forced to draw on the retainer. (Rigatti Decl. ¶¶ 29, 31.) In short, the Debtors have not defaulted on any Shared Services payments to date, and, to the extent the Debtors potentially may fail to make future payments, EIX has been provided with a \$4 million retainer from which to draw any payments owed. (Rigatti Decl. ¶ 30.) In any event, any failure to make payments in the future generally would not constitute pre-petition claims entitled to distribution under the plan, but would be treated as potential administrative claims subject to the completely separate and independent administrative claim allowance process.

23. Because the Debtors have not defaulted on any Shared Services payments to date, each of the Shared Services Claims fails to state a *prima facie* claim because they do not (a) identify any instance of Debtors defaulting on any Shared Service obligation to the EIX Affiliates; (b) allege any facts that could give rise to an inference that there has been any such default; or (c) provide any evidence that the Debtors intend to or are at risk of defaulting on any Shared Services payments.

24. When asserting a proof of claim against a bankrupt estate, a claimant must allege facts that, if true, would support a finding that the debtor is legally liable to the claimant. *See Tribune Co.*, 2013 WL 4779026, at \*1; *see also In re Stoecker*, 143 B.R. at 883 (to receive the benefit of *prima facie* validity, the proof of claim must “set forth facts necessary to support the claim”). Here, the EIX Affiliates have failed to allege any liability on the part of the Debtors and have thus failed to establish a *prima facie* claim.

25. Moreover, because the Debtors have not defaulted on any Shared Services payments, the EIX Affiliates cannot enforce these claims against the Debtors and the claims must be disallowed under 11 U.S.C. § 502(b)(1). *See In re Ricks*, 433 B.R. 806, 833 (Bankr. D. Idaho 2010) (claim disallowed under § 502(b)(1) where debtor did not breach contract and did not owe claimant any debt); *see also H-M Wexford, LLC v. Encorp, Inc.*, 832 A.2d 129, 140 (Del. Ch. 2003) (“Under Delaware law, the elements of a breach of contract claim are: 1) a contractual obligation; 2) a breach of that obligation by the defendant; and 3) a resulting damage to the plaintiff.”); *Abdelhamid v. Fire Ins. Exch.*, 182 Cal. App. 4th 990, 999 (2010) (“The standard elements of a claim for breach of contract are (1) the contract, (2) plaintiff’s performance or excuse for nonperformance, (3) defendant’s breach, and (4) damage to plaintiff therefrom.”). Even if Debtors were to fail to make future Shared Services payments, the EIX Affiliates cannot show that they would actually incur any liability due to the existence of the \$4 million retainer.

## **II. THE COURT SHOULD EXPUNGE AND DISALLOW THE LITIGATION CLAIMS**

26. In Claims Nos. 1485-92; 1495; 1496; and 1977-79 (the “Litigation Claims”), the EIX Affiliates state that certain of the claimants have been named as defendants in lawsuits or may have certain indemnification obligations to certain officers and directors who are named as

defendants in other lawsuits. The EIX Affiliates further state that they may be named as defendants or parties in future actions based upon or relating to the conduct of the Debtors. The EIX Affiliates also assert claims arising from claims or causes of action asserted against current and former officers of EIX who have served as directors of Edison Mission Energy, for indemnity, contribution, reimbursement or subrogation.

27. The EIX Affiliates do not provide any further support for the Litigation Claims. The EIX Affiliates do not identify any specific liability of the Debtors in connection with these lawsuits, do not identify the directors and officers for which an indemnity obligation might be owed, and do not identify anything about the Debtors' purported basis for an indemnity obligation. Though the Litigation Claims list certain lawsuits in Exhibit A, many of these lawsuits have been dismissed. *See e.g. Comer v. Murphy Oil USA, Inc.*, 718 F.3d 460 (5th Cir. 2013) (affirming dismissal); *Kivalina v. ExxonMobil Corp.*, 969 F.3d 849 (9th Cir. 2012) (affirming dismissal), *cert. denied* 133 S. Ct. 2390 (2013). The EIX Affiliates have not identified any liability the Debtors owe to EIX in connection with any of the named or unnamed lawsuits, present or future.

28. There is no basis for the EIX Affiliates' speculative, contingent claims. Each of the Litigation Claims fails to state a *prima facie* claim because they do not (a) identify any basis for the Debtors' liability for the lawsuits naming EIX Affiliates; (b) allege any facts showing that the EIX Affiliates are named in any lawsuits that are based upon or relating to the conduct of the Debtors; (c) identify any damages, costs, expenses, or losses that the EIX Affiliates have incurred; (d) identify any claims asserted against current and former officers of EIX who have served as directors of Edison Mission Energy; or (e) allege any facts showing that the Debtors have an obligation for indemnity, contribution, reimbursement, or subrogation. Thus, the EIX

Affiliates have failed to state a *prima facie* claim. *Stoecker*, 143 B.R. at 883 (a proof of claim must “set forth facts necessary to support the claim”).

29. In any event, contingent indemnification obligations like the Litigation Claims must be disallowed under section 502(e)(1)(B) of the Bankruptcy Code. Section 502(e)(1)(B) of the Bankruptcy Code provides in pertinent part: “[T]he court shall disallow any claim for reimbursement or contribution of an entity that is liable with the debtor . . . to the extent that such claim for reimbursement or contribution is contingent as of the time of allowance or disallowance of such claim for reimbursement or contribution.” 11 U.S.C. § 502(e)(1)(B). Courts have granted relief sought by the Debtors on similar facts. *See, e.g., In re Alzheimer & Gray*, 393 B.R. 603, 609–10 (N.D. Ill. 2008) (disallowing contingent indemnity claim); *APCO Liquidation Trust*, 370 B.R. 625, 636–37 (Bankr. D. Del. 2007) (disallowing city’s claim for future remediation costs under section 502(e)(1)(B) of the Bankruptcy Code “because the City ha[d] not yet incurred any future source control costs, . . . [and thus, the claim] is contingent..); *In re Drexel Burnham Lambert Group, Inc.*, 146 B.R. 92, 96 (S.D.N.Y. 1992) (disallowing claims because “it is well-established that contingent claims for indemnity are covered by § 502(e)(1)(B) where the claimant is co-liaible with the debtor on the underlying claim”). The reason is simple: the estate “should not be burdened by estimated claims of a contingent nature when the underlying claimant has recourse against the entity who is liable on the claim with the debtor.” *In re Charter Co.*, 81 B.R. 644, 648 (M.D. Fla. 1987) (citing 3 Collier on Bankruptcy ¶ 502.05[1] (15th ed. 1979)).

30. Thus, the EIX Affiliates’ Litigation Claims should be expunged and disallowed because (a) they fail to state a *prima facie* claim and (b) they are contingent indemnification obligations that should be disallowed under section 502(e)(1)(B).

**III. THE COURT SHOULD EXPUNGE AND DISALLOW THE EIX INTELLECTUAL PROPERTY AND CONTRACT CLAIMS**

31. In Claim Nos. 1493–94, 1497–99, 1500, 1501, and 1507–16 (the “IP Claims”), the EIX Affiliates assert claims for (a) breach of certain intellectual property licenses; (b) trademark infringement; (c) unfair competition claims related to false descriptions and trademark dilution; and (d) residual indemnity and contribution claims related to intellectual property. The IP Claims do not attach or refer to any specific licenses, and do not identify any breaches, infringements, or other unfair practices by the Debtors. The Debtors are not aware of any conceivable liability under any of the alleged theories and the EIX Affiliates do not say what such liability could be.

32. Moreover, in Claim No. 1526 (the “Contract Claims,” and together with the IP Claims, the “IP/Contract Claims”), the EIX Affiliates assert claims related to a Common Interest Sharing and Joint Defense Agreement, under which certain EIX Affiliates and EME purportedly “agreed to share attorney-client privileged, work product privilege and confidential materials related to the Debtors’ restructuring efforts.” (Claim No. 1526, Addendum § 2 at 1.) The EIX Affiliates further seek an allowed claim under two confidentiality agreements to which EIX and EME are parties: (1) a June 20, 2012 agreement with Houlihan Lokey Capital, Inc.; and (2) a June 20, 2012 agreement with Ropes & Gray LLP. (*Id.*) Finally, EIX notes that EIX, EME, and the holders of a majority of EME’s senior unsecured notes are parties to the Transaction Support Agreement dated December 16, 2012. But the EIX Affiliates again do not identify any alleged breaches, any alleged damages, or any conceivable basis for their alleged claims under any of these agreements.

33. There is in fact no basis for the EIX Affiliates’ speculative, contingent IP/Contract Claims. Each of the IP/Contract Claims fails to state a *prima facie* claim because



they do not (a) identify any potential infringement; (b) identify any particular provisions in the relevant agreements that have been breached; (c) allege any facts that could give rise to an inference that there was a breach or infringement of such agreements; (d) provide any evidence that the Debtors intend to or are at risk to infringe or breach the trademarks, licensing agreements, confidentiality agreements, or other covenants in the IP/Contract Claims; or (e) identify any damages incurred by the EIX Affiliates that could plausibly give rise to a claim. Such bare-boned claims, without any factual support or documentation should be disallowed. *See, e.g.*, 11 U.S.C. § 502(b)(1); *In re Armstrong*, 320 B.R. 97, 109 (Bankr. N.D. Tex. 2005) (holding claims unsupported by documentation are not entitled to *prima facie* validity as matter of law); *Ricks*, 433 B.R. at 833.

34. In addition, the Transaction Support Agreement explicitly forecloses the EIX Affiliates from seeking monetary relief. Section 13 of the Transaction Support Agreement provides that “the remedy of specific performance shall be the sole and exclusive remedy of the Parties under this Agreement in the event of a breach of this Agreement by another Party hereto.” (Contract Claims Ex. A. § 13.) Section 16 states that “[n]o Party shall be liable for monetary or other damages to any other Party . . . arising out of the negotiations, execution and/or performance of this Agreement.” (*Id.* § 16.) In sum, the parties to the Transaction Support Agreement expressly barred the relief of money damages. Thus, to the extent the EIX Affiliates assert claims arising from the Transaction Support Agreement for money damages, these claims fail as a matter of law and must be expunged and disallowed.

**IV. THE COURT SHOULD EXPUNGE AND DISALLOW THE EIX TAX CLAIMS**

35. The Court should also disallow in their entirety claims brought by the EIX Affiliates for pre-petition tax liabilities of the EIX consolidated group (Claim Nos. 1477–1484, 1527–1536, and 1973–1975, together, the “EIX Tax Claims”).

36. The EIX Tax Claims assert claims seeking indemnity, contribution, and reimbursement under common law and contract theories for (a) tax liabilities (including for \$269 million in “TAUPO” audit liability); (b) interest; (c) penalties; and (d) costs of defense.

37. The EIX Tax Claims refer to two agreements to which EME is a party. The first is the Mission Energy Holding Company Amended and Restated Tax Allocation Agreement (the “MEHC TSA,” attached as Exhibit A to the Addendums of the EIX Tax Claims; *see, e.g.*, Claim No. 1532, Addendum Ex. A.). The MEHC TSA provides, in part, for payments by EME to MEHC, or MEHC to EME, as the case may be, for EME’s tax liabilities and tax benefits as calculated on a standalone basis. The second is an Assignment Agreement between EME, MEHC, and EMG executed on May 27, 2009 (the “Assignment Agreement”). The EIX Affiliates appear to assert contingent claims to recover their expected proceeds from the Assignment Agreement.

38. Aside from its TAUPO claims, the EIX Affiliates fail to specify amounts owed for any EIX Tax Claims, instead merely stating that the unidentified damages are “unliquidated.” (Claim No. 1531, Addendum § 1 at 1.) Moreover, EIX does not allege facts allowing a reasonable inference that any common law or contractual duty under the MEHC TSA or Assignment Agreement was or will be breached. *See* 11 U.S.C. § 502(b)(1) (disallowing claims unenforceable in non-bankruptcy law). In addition to these reasons, and as explained below, the Bankruptcy Code and applicable law mandates disallowance of the EIX Tax Claims because (a)

the EIX Tax Claims are claims for common law or contractual contribution that are barred by section 502(e)(1)(B); and (b) any Assignment Agreement claim for expected proceeds fails as a matter of law because EME does not owe any obligations to any EIX Affiliates under this agreement.

**A. The EIX Tax Claims Must Be Disallowed Because They Are Each Contingent Claims for Contribution or Reimbursement by Entities Liable with the Debtors.**

39. Contingent claims for contribution by an entity that is liable with the debtor on the claim must be disallowed. *See* 11 U.S.C. § 502(e)(1)(B). The EIX Tax Claims are contingent. EIX does not allege, specify, or offer support showing there are any outstanding tax claims due and payable by the Debtors. Moreover, EIX and its affiliates have not specified any tax defense costs or finally determined audit adjustments that EIX has actually incurred and for which any Debtors are liable. *See In re Early & Daniel Indus., Inc.*, 104 B.R. 963, 967 (Bankr. S.D. Ind. 1989) (“[A] claim for reimbursement or contribution under 502(e) is contingent, and not allowable, except to the extent that the surety or codebtor has actually paid the underlying claim.”); *In re Charter Co.*, 81 B.R. 644, 648 (M.D. Fla. 1987), *aff’d*, 862 F.2d 1500 (11th Cir. 1989) (“The codebtor gains entitlement to assert reimbursement and contribution claims only to the extent the codebtor makes these claims certain, that is, removes the third party from the debt relationship by compensating that party.”); *Matter of Baldwin-United Corp.*, 55 B.R. 885, 895 (Bankr. S.D. Ohio 1985) (“[I]f a codebtor has not paid the creditor and established his right to payment from the debtor as of the date of the ruling on the objection, his claim is contingent and must be disallowed under section 502(e)(1)(B).”).

40. As members of the EIX consolidated tax group, EIX is severally liable with the Debtors on any tax liabilities incurred by the Debtors or by any EIX non-Debtor affiliates. *See* 26 C.F.R. § 1.1502-6(a) (“[T]he common parent corporation and each subsidiary which was a

member of the group during any part of the consolidated return year shall be severally liable for the tax for . . . the consolidated return.”).

41. Finally, each and every EIX Tax Claim is one for contribution or reimbursement of amounts EIX expects to pay on account of the Debtors’ contribution to the EIX consolidated groups’ tax liabilities. To the extent EIX asserts that the Debtors are liable under a theory of common law indemnity, contribution, or reimbursement for such contingent costs, those claims must be disallowed. *See In re Pettibone Corp.*, 110 B.R. 837, 848 (Bankr. N.D. Ill. 1990) (indemnity claims are claims for contribution under § 502(e)); *In re GCO, LLC*, 324 B.R. 459, 467 (Bankr. S.D.N.Y. 2005) (disallowing federal common law indemnity claims).

42. Moreover, EIX’s claims should be disallowed under section 502(e)(1)(B) because “they are, in substance, claims for reimbursement or contribution.” *In re Chemtura Corp.*, 443 B.R. 601, 627 (Bankr. S.D.N.Y. 2011) (claims arising from contract to pool money to a trust to ensure no party is forced to pay more than its fair share of environmental cleanup costs were “in substance claims for contribution” and the pooling trust was “merely the mechanism for their contributions”). The MEHC TSA requires EME to contribute to MEHC the amount by which EME’s tax liabilities exceed EME’s tax benefits, calculated as if EME was a standalone entity for tax purposes. (*See EIX Tax Claim, Ex. A. § 1 at 2.*) This mechanism ensures that EME makes contributions to the EIX consolidated group proportionate to its actual responsibility for the consolidated group’s overall tax position — in other words, any claims under the MEHC TSA would improperly “seek[] payment from the Debtors for money [the EIX Affiliates] might spend in the future.” *In re Lyondell Chem. Co.*, 442 B.R. 236, 258 (Bankr. S.D.N.Y. 2011) (disallowing contract claim on grounds that it “is a claim for reimbursement” for future CERCLA costs). Thus, the EIX Tax Claims should be disallowed in their entirety.

**B. EME Owes No Obligations under the Assignment Agreement, and No Duty Was Breached.**

43. The EIX Affiliates' claims under the Assignment Agreement should also be disallowed. As set forth in the Rigatti Declaration, the Assignment Agreement was designed to allow EME to pay for obligations under the MEHC TSA arising from a past audit with benefits arising from a future audit. Specifically, the MEHC TSA required EME to pay for \$143,500,000 in tax liabilities due to timing adjustments from the 1986–1992 Global Settlement — defined as the “EME Obligation” — with future, expected tax benefits arising when those adjustments reversed as part of the 2003–2006 tax audit — defined as the “Separate Tax Benefits.” (Rigatti Decl. ¶ 14.)

44. The Assignment Agreement made a contemporaneous assignment of EME's future interest in certain Separate Tax Benefits, defined functionally to include “the reduction of gain” or “increase in loss” due to certain tax year 2004 attributes, and the “utilization of capital loss carryforwards” with respect to specific items in tax years 2003 and 2004. In exchange, MEHC agreed “that the assignment of the Separate Tax Benefits, together with a cash payment of \$18,200,000, shall discharge and satisfy the EME Obligation.”

45. In sum, EME paid MEHC \$18,200,000 in cash and assigned to MEHC the amounts EME would have realized under the MEHC TSA resulting from specific, favorable adjustments in tax years 2003 and 2004. (Rigatti Decl. ¶ 17.) But the Assignment Agreement does not entitle MEHC or any other party to a defined sum of future cash or credits to be realized from such attributes. (*Id.*)

46. Similarly, the Assignment Agreement does not require any future performance by EME in the event MEHC does not receive its anticipated benefits. Nor does the Assignment Agreement indemnify MEHC, EMG, or EIX in the event that the tax benefits realized from the

identified attributes for those years is less than these parties anticipated. And EME is under no obligation to assist MEHC, EMG, or EIX in recovering any refund or benefit. Therefore, there is no contingent or non-contingent claim under the Assignment Agreement for such refunds or benefits under applicable law and these claims should be disallowed.

47. Finally, any residual claims in the EIX Tax Claims are unspecified, contingent, and speculative — the EIX Affiliates have not met their burden to state a *prima facie* case with respect to any EIX Tax Claims.

**V. THE COURT SHOULD EXPUNGE AND DISALLOW THE SCE POWER PURCHASE AGREEMENT CLAIMS**

48. In Claim No. 1525 (the “Power Purchase Claim”), SCE states that SCE is a party to certain power purchase and interconnection agreements with non-debtor subsidiaries of EME. It asserts claims “to the extent that EME has guaranteed any of the [non-debtor] obligations or is otherwise responsible for such obligations” under the relevant agreements.” SCE further seeks indemnity, contribution, reimbursement or subrogation as allowed under the Bankruptcy Code.

49. There is no basis for SCE’s speculative, contingent claims. Each of the Power Purchase Claims fail to state a *prima facie* claim because they do not (a) identify any particular power purchase agreements that may have been breached; (b) identify any agreements that would make any Debtor responsible for such breaches; (c) allege any facts that could give rise to an inference that there was a breach of such power purchase agreements; or (d) provide any evidence that the non-debtor project subsidiaries intend to, or are at risk of, breach. Courts have granted the relief requested here on similar facts. *See, e.g., In re Enron Corp.*, No. 01 B 16034, 2005 WL 3874284, at \*2 (Bankr. S.D.N.Y. July 1, 2005) (sustaining objection where “no record before the Court demonstrates” there was a default giving rise to guarantee obligation);

*Armstrong*, 320 B.R. at 109 (Bankr. N.D. Tex. 2005) (holding claims unsupported by documentation are not entitled to *prima facie* validity as matter of law); *Ricks*, 433 B.R. at 833.

**VI. IN THE ALTERNATIVE, THE COURT SHOULD ESTIMATE ANY EIX CLAIMS THAT ARE NOT DISALLOWED AT ZERO DOLLARS.**

50. To the extent any EIX Claims are not disallowed in their entirety (such claims, the “EIX Remaining Claims”), the Debtors will ask the Court to estimate — in the Estimation Motion filed concurrently with this Objection — the EIX Remaining Claims at zero dollars for purposes of allowance, voting, and establishing reserve amounts.

51. The “estimation process protects the interests of other creditors in not having their distributions diminished by allowing a claim whose contingency may never occur.” *In re Kaplan*, 186 B.R. 871, 874 (Bankr. D.N.J. 1995). Absent estimation, the “highly speculative” EIX Claims, including any EIX Remaining Claims, “would unduly delay the administration of the case.” *In re Corey*, 892 F.2d 829, 834 (9th Cir. 1989) (affirming estimation of claims at zero dollars). Thus, estimation of any EIX Remaining Claims is mandatory. 11 U.S.C. § 502(c)(1).

52. The EIX Claims, including the EIX Remaining Claims, are uniformly devoid of evidence that would allow the court to assign any likelihood that the Debtors will breach, default, or cause any losses or damages in the future. It is therefore appropriate “to value [the EIX Remaining Claims] at zero” because “the claim[s] [are] contingent and . . . probably would not succeed on the merits.” *Kaplan*, 186 B.R. at 874. Estimating the EIX Remaining Claims at anything greater than zero will burden the administration of the estates by delaying distributions to creditors.

53. The Debtors respectfully refer the Court to the Estimation Motion for a more complete description of the relief requested and further analysis supporting the estimation of the EIX Remaining Claims at zero dollars for the purposes of establishing reserves in connection

with the Debtors' plan of reorganization, setting the maximum amount for allowance on such claims, and for distributions.

**Compliance with Bankruptcy Rule 3007(e)**

54. The Debtors respectfully submit that this Objection complies with the requirements for omnibus objections set forth by Bankruptcy Rule 3007(e). Namely, the Debtors and GCG, Inc., their notice and claims agent, have created a personalized form of notice that shall be served upon each claimant affected by this Objection. Each such notice prominently identifies the claimant's: (a) name; (b) address; (c) applicable claim number; (d) proposed treatment pursuant to the Objection; and (e) does not include any other claimant's information on the notice. As a result, each claimant can readily identify its Claim and proposed treatment and respond accordingly. The proposed form of Order further identifies each claimant by category of claims subject to objection. This Objection conspicuously identifies the Debtors as the objecting parties, identifies this Objection as the Debtors' sixth omnibus claims objection, and contains objections to fewer than 100 claims. Accordingly, the Debtors respectfully submit that this Objection complies with Bankruptcy Rule 3007(e).

**Separate Contested Matter**

55. Each of the above objections to the proofs of claim constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. The Debtors request that any order entered by the Court with respect to an objection asserted herein shall be deemed a separate order with respect to each Claim.

**Reservation of Rights**

56. The Debtors expressly reserve the right to amend, modify, or supplement this Objection and to file additional substantive or non-substantive objections to the Claims objected to herein, or any other claims, filed or not, which may be asserted against the Debtors. Should



one or more of the grounds of objection stated in this Objection be overruled, the Debtors reserve the right to object on any other applicable grounds. In addition, the Debtors reserve the right to seek to reduce any claim for any reason, including to the extent such Claim has been paid. The Debtors reserve the right to raise further objections, including objections under section 502(d) of the Bankruptcy Code. Nothing in this Objection or the relief requested herein shall limit the right of the Debtors, the Committee, or the Noteholder Group to bring future and/or additional objections to any of the Claims objected to herein on any basis.

### **Notice**

57. The Debtors have provided notice of this Objection to: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) counsel to Edison International; (c) counsel to the Creditors' Committee; (d) the indenture trustee for the Debtors' senior unsecured notes; (e) counsel to the Noteholder Group; (f) the indenture trustee for the lessor notes related to the Debtors' Powerton generating station in Pekin, Illinois, and units 7 and 8 of the Debtors' Joliet, Illinois, generating station and the pass-through trustee for the related pass-through certificates; (g) counsel to the ad hoc committee of certain holders of pass-through certificates related to the Debtors' Powerton and Joliet generating stations; (h) the owner trusts and the equity investors for the Debtors' Powerton and Joliet generating stations and their respective counsel; (i) the lender under Debtor Edison Mission Energy's letter-of-credit facility; (j) the state attorneys general for states in which the Debtors conduct business; (k) United States Attorney for the Northern District of Illinois; (l) the Internal Revenue Service; (m) the Securities and Exchange Commission; (n) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (o) the EIX Affiliates; and (p) the Pension Benefit Guaranty Corporation. In light of the nature of the relief requested herein, the Debtors respectfully submit that no further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the related relief requested herein and such other and further relief as the Court deems appropriate.

Dated: January 2, 2014

*/s/ Michael B. Slade*

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James H.M. Sprayregen, P.C.  
David R. Seligman, P.C.  
Michael B. Slade  
Brad Weiland  
**KIRKLAND & ELLIS LLP**  
300 North LaSalle  
Chicago, Illinois 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg  
**KIRKLAND & ELLIS LLP**  
601 Lexington Avenue  
New York, New York 10022-4611  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

*Counsel to the Debtors and Debtors in Possession  
other than Camino Energy Company*

- and -

David A. Agay  
Joshua Gadharf  
**MCDONALD HOPKINS LLC**  
300 North LaSalle  
Suite 2100  
Chicago, Illinois 60654  
Telephone: (312) 280-0111  
Facsimile: (312) 280-8232

*Counsel to Debtor Camino Energy Company  
and Conflicts Counsel to the other Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed Order**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re:	)	BK No.: 12-49219
EDISON MISSION ENERGY, et al.,	)	(Jointly Administered)
	)	Chapter: 11
	)	Honorable Jacqueline Cox
	)	
Debtor(s)	)	

**ORDER GRANTING DEBTORS' SIXTH OBJECTION TO  
CERTAIN PROOFS OF CLAIM (NO LIABILITY CLAIMS)**

Upon the objection (the "Objection") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") disallowing and expunging the No Liability Claims identified on Schedule 1 attached hereto, pursuant to sections 502 and 1106(a)(1) of the Bankruptcy Code, Bankruptcy Rule 3007, Local Rule 3007-1, and the Objection Procedures, all as more fully set forth in the Objection; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Objection is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Objection and the opportunity for a hearing on the Objection under the circumstances; and the Court having reviewed the Objection and the Rigatti Declaration and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Objection and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Objection is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection.
2. Any response to the Objection not otherwise withdrawn, resolved, or adjourned is hereby overruled on its merits.
3. The No Liability Claims identified on Schedule 1 attached hereto are disallowed and expunged in their entirety.
4. GCG, Inc., the Debtor's notice and claims agent, is directed to update the claims register to reflect the relief granted in this Order.
5. Except as provided in this Order, nothing in this Order shall be deemed: (a) an admission or finding as to the validity of any claim against a Debtor entity; (b) a waiver of the right of the Debtors, the Creditors' Committee, or the Noteholder Group to dispute any claim against any Debtor on any grounds whatsoever, at a later date; (c) a promise by or requirement on any Debtor to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order; or

(e) a waiver of the rights of the Debtors, the Creditors' Committee, or the Noteholder Group under the Bankruptcy Code or any other applicable law.

6. Each Claim and the objections by the Debtors to such Claim, as addressed in the Objection and set forth on Schedule 1 hereto, constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate Order with respect to each Claim. Any stay of this Order pending appeal by any claimants whose claims are subject to this Order shall only apply to the contested matter which involves such Claimant and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters identified in the Objection or this Order.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

8. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Enter:

Dated:

United States Bankruptcy Judge

**Prepared by:**

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

Michael B. Slade

Brad Weiland

KIRKLAND & ELLIS LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg

KIRKLAND & ELLIS LLP

601 Lexington Avenue

New York, New York 10022-4611

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Counsel to the Debtors  
and Debtors in Possession  
Other than Camino Energy Company

- and -

David A. Agay

Joshua Gadharf

MCDONALD HOPKINS LLC  
300 North LaSalle  
Suite 2100  
Chicago, Illinois 60654  
Telephone: (312) 280-0111  
Facsimile: (312) 280-8232

Counsel to Debtor Camino Energy Company  
and Conflicts Counsel to the other Debtors  
and Debtors in Possession

**Schedule 1**

**No Liability Claims**

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
1	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1493	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
2	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy Fuel Services, LLC	1498	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
3	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: San Joaquin Energy Company	1499	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
4	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Southern Sierra Energy Company	1500	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
5	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Western Sierra Energy Company	1501	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14



## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
6	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Camino Energy Company	1494	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
7	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Fuel Resources, Inc.	1507	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
8	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Fuel Transportation, Inc.	1508	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
9	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Holdings Co.	1509	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
10	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Midwest Holdings Co.	1510	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
11	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Finance Corp.	1511	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
12	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1512	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
13	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1513	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
14	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation Procurement Services, LLC	1514	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
15	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Peaker Holdings, Inc.	1515	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
16	EDISON INTERNATIONAL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Mission Energy Westside, Inc.	1516	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
17	EDISON INTERNATIONAL ATTN MICHAEL HENRY SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Chestnut Ridge Energy Company	1497	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14
18	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: Homer City Property Holdings, Inc.	1973	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
19	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: Edison Mission Finance, Co.	1974	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
20	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: EME Homer City Generation L.P.	1975	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
21	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: EME Homer City Generation L.P.	1976	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 8-10
22	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: Homer City Property Holdings, Inc.	1977	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 10-12

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
23	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: Edison Mission Finance, Co.	1978	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 10-12
24	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPARTMENT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 10/28/13 Debtor: EME Homer City Generation L.P.	1979	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 10-12
25	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Chestnut Ridge Energy Company	1492	Priority: Unliquidated	Pgs. 10-12
26	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Mission Energy Westside, Inc.	1527	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
27	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Chestnut Ridge Energy Company	1528	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
28	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Mission Energy Westside, Inc.	1529	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.**  
**12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
29	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1530	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
30	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SENIOR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Fuel Transportation, Inc.	1531	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
31	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Fuel Resources, Inc.	1477	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
32	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy Fuel Services, LLC	1478	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
33	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1479	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

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**12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
34	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Camino Energy Company	1480	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
35	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Southern Sierra Energy Company	1481	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
36	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1482	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
37	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation Procurement Services, LLC	1483	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
38	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Holdings Co.	1484	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
39	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Mission Energy Westside, Inc.	1485	Unsecured: Unliquidated	Pgs. 10-12
40	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1486	Unsecured: Unliquidated	Pgs. 10-12
41	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1495	Unsecured: Unliquidated	Pgs. 10-12
42	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Midwest Holdings Co.	1496	Priority: Unliquidated	Pgs. 10-12
43	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Finance Corp.	1532	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
44	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Peaker Holdings, Inc.	1533	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19

## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.**  
**12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
45	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: San Joaquin Energy Company	1534	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
46	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Western Sierra Energy Company	1535	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
47	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY, SR ATTORNEY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Midwest Holdings Co.	1536	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 15-19
48	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY SR ATTY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Fuel Transportation, Inc.	1488	Unsecured: Unliquidated	Pgs. 10-12
49	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY SR ATTY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Fuel Resources, Inc.	1489	Unsecured: Unliquidated	Pgs. 10-12
50	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY SR ATTY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1490	Unsecured: Unliquidated	Pgs. 10-12



## Schedule 1 - No Liability Claims

**Sixth Omnibus Objection to Claims**

**Edison Mission Energy, et al.  
 12-049219 (JPC)**

Note: Claimants are listed alphabetically.

SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
51	EDISON INTERNATIONAL ET AL ATTN MICHAEL HENRY SR ATTY EDISON LAW DEPT 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy Fuel Services, LLC	1491	Unsecured: Unliquidated	Pgs. 10-12
52	EDISON INTERNATIONAL ET AL EDISON LAW DEPARTMENT ATTN MICHAEL HENRY, SENIOR ATTORNEY 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1521	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 8-10
53	EDISON INTERNATIONAL ET AL EDISON LAW DEPARTMENT ATTN MICHAEL HENRY, SENIOR ATTORNEY 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1522	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 8-10
54	EDISON INTERNATIONAL ET AL EDISON LAW DEPARTMENT ATTN MICHAEL HENRY, SENIOR ATTORNEY 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1523	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 8-10
55	EDISON INTERNATIONAL ET AL EDISON LAW DEPARTMENT ATTN MICHAEL HENRY, SENIOR ATTORNEY 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1526	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 13-14

## Schedule 1 - No Liability Claims

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SEQ NO.	CLAIM(S) TO BE DISALLOWED & EXPUNGED			OBJECTION PAGE NO. REFERENCE
	NAME	CLAIM NO.	CLAIM AMOUNT	
56	EDISON INTERNATIONAL ET AL EDISON LAW DEPARTMENT ATTN MICHAEL HENRY, SENIOR ATTORNEY 2244 WALNUT GROVE AVENUE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Holdings Co.	1487	Unsecured: Unliquidated	Pgs. 10-12
57	SOUTHERN CALIFORNIA EDISON COMPANY C/O EDISON INTERNATIONAL ET AL EDISON LAW DEPARTMENT ATTN MICHAEL HENRY, SENIOR ATTORNEY 2244 WALNUT GROVE AVE ROSEMEAD, CA 91770  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1525	Admin: Unliquidated Secured: Unliquidated Priority: Unliquidated	Pgs. 19-20

**Total: \$0.00**