

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)
	)	

**NOTICE OF EME REORGANIZATION TRUST’S TWENTY-FOURTH OMNIBUS  
OBJECTION TO CERTAIN PROOFS OF CLAIM (NO-LIABILITY CLAIMS)**

**PLEASE TAKE NOTICE** that on the **18th day of June, 2014, at 10:30 a.m. (Central Time)** or as soon thereafter as counsel may be heard, the EME Reorganization Trust (the “Reorganization Trust”) will 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 *EME Reorganization Trust’s Twenty-Fourth 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, and served so as to be actually received by each of the following entities, by **June 9, 2014, at 4:00 p.m. (Central Time)**: (a) counsel to the Reorganization Trust; (b) the Office of the U.S. Trustee for the Northern District of Illinois; (c) the United States Attorney for the Northern District of Illinois; (d) the Internal Revenue Service; and (e) 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 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

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<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 the Reorganization Trust’s service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

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: May 19, 2014  
Chicago, Illinois

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*Co-Counsel to the EME Reorganization Trust*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

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In re:	)	Chapter 11
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EDISON MISSION ENERGY, <u>et al.</u> , <sup>1</sup>	)	Case No. 12-49219 (JPC)
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Debtors.	)	(Jointly Administered)
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**EME REORGANIZATION TRUST’S TWENTY-FOURTH OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM (NO-LIABILITY CLAIMS)**

The EME Reorganization Trust (the “Reorganization Trust”), as successor in interest to Edison Mission Energy (“EME”), one of the above-captioned debtors (together with its debtor affiliates, the “Debtors”), respectfully states the following in support of this objection (this “Objection”):

**Relief Requested**

1. The Reorganization Trust seeks entry of an order, substantially in the form attached hereto as **Exhibit A**:

- expunging and disallowing each claim identified on **Schedule 1** to the proposed order (collectively, the “No Liability Benefits Claims”) in its entirety because each such claim relates to employee benefits obligations either assumed by Edison International (“EIX”) pursuant to the EIX Settlement (as defined below), assumed by NRG Energy Holdings Inc. and/or NRG Energy, Inc. (together, “NRG”) pursuant to the Asset Purchase Agreement (as defined below), or for which the Debtors’ books and records reflect no outstanding liability;

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<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 the Reorganization Trust’s service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

- expunging and disallowing each claim identified on **Schedule 2** to the proposed order (collectively, the “No Liability Vacation Claims”) in its entirety because each such claim relates to obligations for vacation benefits assumed by NRG pursuant to the Asset Purchase Agreement or for which the Debtors’ books and records reflect no outstanding liability because such vacation benefits were already paid by the Debtors; and
- expunging and disallowing each claim identified on **Schedule 3** to the proposed order (collectively, the “No Liability Supplemental Social Security Claims” and together with the No Liability Benefits Claims and the No Liability Vacation Claims, the “Disputed Claims”) in its entirety because the Debtors’ books and records do not reflect any liability on account of such claims.

In support of this Objection, the Reorganization Trust submits the declaration of Daniel McDevitt (the “McDevitt Declaration”), to be filed in connection herewith.

### **Jurisdiction**

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

3. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested in this Objection 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 Bankruptcy Rules”).

### **Background**

5. On December 17, 2012 (the “Petition Date”), seventeen of the Debtors filed petitions with the Court under chapter 11 of the Bankruptcy Code. The Debtors operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Court approved procedural consolidation and joint

administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket Nos. 115, 154, 780].

6. On January 7, 2013, the U.S. Trustee for the Northern District of Illinois (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) in these chapter 11 cases [Docket No. 202] (as amended on January 18, 2013 [Docket No. 308]).<sup>2</sup>

7. On March 11, 2014, the Court entered an order (the “Confirmation Order”) [Docket No. 2206] confirming the *Debtors’ Third Amended Joint Chapter 11 Plan of Reorganization (with Technical Modifications)* (as may be amended, modified, or supplemented from time to time, the “Plan”).<sup>3</sup> On April 1, 2014, the effective date under the Plan occurred and, among other things, EME consummated the sale of substantially all of its assets to NRG. Pursuant to Article IV.E of the Plan, the Reorganization Trust was established as the successor in interest to EME.

### **The Claims Reconciliation Process**

8. On February 14, 2013, certain of the Debtors 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 by section 521 of the Bankruptcy Code. On May 16, 2013, Debtors EME Homer City Generation L.P., Edison Mission Westside, Inc., and Homer City Property Holdings, Inc. filed their respective Schedules. On July 2, 2013, December 15, 2013, and January 16, 2014, certain Debtors filed amendments to their respective Schedules.

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<sup>2</sup> Pursuant to Article XIII.D of the Plan, the Committee was dissolved on the effective date of the Debtors’ plan of reorganization.

<sup>3</sup> Capitalized terms used but not otherwise defined in this Objection will have the meanings ascribed to them in the Plan.

9. On April 10, 2013, the Court entered the *Order (A) Setting 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”). 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] (together with the Original Bar Date Order, the “Bar Date Orders”). Together, the Bar Date Orders apply to all purported “claims” (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose before the applicable petition date (each, a “Claim”). Notice of the Bar Date Orders was provided in accordance with the procedures outlined therein.

10. On July 17, 2013, the Court approved certain omnibus procedures for filing and resolving objections to Claims asserted against the Debtors [Docket No. 1022] (the “Objection Procedures”).

11. Various entities filed approximately 2,000 proofs of claim against the Debtors on an aggregate basis, collectively asserting more than \$12.2 billion in aggregate liabilities. The Reorganization Trust, NRG, and their respective advisors are in the process of reviewing the proofs of claim, including supporting documentation, if any, filed together with any proof of claim, and reconciling the proofs of claim 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 its review to date, the Reorganization Trust has determined that the Disputed Claims should be expunged and disallowed as requested herein.

## Objection

### **I. EIX and NRG Assumed the Debtors' Liability for Certain of the Disputed Claims or Portions of the Disputed Claims**

#### **A. The EIX Settlement**

12. Following commencement of the Chapter 11 cases, the Debtors and the Committee conducted an extensive investigation on behalf of the Debtors' estates into causes of action and claims that the estates and their creditors potentially could assert against EIX, among others. As a result of this investigation, the parties negotiated and effectuated a settlement of these potential claims.

13. On February 18, 2014, EIX, EME, and certain EME noteholders entered into a settlement agreement [Docket No. 2071] (the "EIX Settlement").<sup>4</sup> Under the EIX Settlement, subject to the terms of the EIX Settlement and the Plan as described below, EIX agreed to assume and pay when due or required certain federal and state income tax, pension, and deferred compensation obligations of EME and its Debtor and non-Debtor subsidiaries. Specifically, under section 2(d) of the EIX Settlement, EIX shall, effective as of the effective date of the Plan, "irrevocably assume and shall faithfully pay, perform, discharge, and fulfill, and if applicable, comply with, in each case when due or required, all of the Assumed Liabilities." Section 1(o) of the EIX Settlement defines the "Assumed Liabilities" as:

collectively, any liability, whether or not contingent, on account of any of the following: (i) any United States federal or any state income taxes of the Consolidated Group [defined as EIX and the affiliated group of corporations which duly elects to file a Consolidated Return], the Company [EME], or any Company Subsidiary [EME Subsidiary], including any interest or penalties and any taxes or charges on account of any audit related to Edison Mission Energy Taupo Ltd.; and (ii) any and all obligations or liabilities of the Company [EME] or the Company Subsidiaries [EME Subsidiaries] (or any affiliate for purposes of the Employee Retirement Income Security Act of 1974) in respect of current

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<sup>4</sup> The EIX Settlement was approved in connection with confirmation of the Plan. See Plan, Art. IV.C; Confirmation Order, ¶ 6.



and/or former employees of the Company [EME] or the Company Subsidiaries [EME Subsidiaries] (and their respective beneficiaries) or otherwise (including with respect to any operational or documentary defects, prohibited transactions, or fiduciary breaches), whether direct to participants or to any plan, trust (including any multi-employer fund), the Pension Benefit Guaranty Corporation [(the “PBGC”)], or otherwise, under or in respect of any qualified pension plan, any non-qualified executive pension plan, other executive retirement plan, or deferred compensation plan administered, sponsored, or maintained, or required to be contributed to by EIX or Southern California Edison (or their affiliates other than the Company [EME] and/or the Company [S]ubsidiaries [EME Subsidiaries]) for which the Company [EME] or the Company Subsidiaries [EME Subsidiaries] could have liability; provided that, for the avoidance of doubt, (1) such plans shall include those plans listed on Schedule 4 [of the EIX Settlement] and (2) the “Assumed Liabilities” shall not include the Retained Liabilities specified in clauses (i)-(iii) of Section 1.yyy [of the EIX Settlement].

14. Schedule 4 to the EIX Settlement sets forth the following pension, retirement, and deferred compensation plans: the Edison International Retirement Plan for Bargaining Unit Employees of Midwest Generation, LLC; the Edison International Retirement Plan for Bargaining Unit Employees of EME Homer City Generation LP; the Southern California Edison Company Retirement Plan; the Southern California Edison Company Executive Retirement Plan; the Edison International 2008 Executive Retirement Plan; the Edison International Executive Deferred Compensation Plan; the Edison International 2008 Executive Deferred Compensation Plan; the Edison International Affiliate Option Deferred Compensation Plan; the Southern California Edison Company 1985 Deferred Compensation Plan; the Southern California Edison Company Executive Supplemental Benefit Program; the Edison International 2008 Executive Survivor Benefit Plan; the Edison International 2008 Executive Disability Plan (only with respect to current executives), the Edison International 2007 Performance Incentive Plan; the Edison International Equity Compensation Plan; and the Edison International 2000 Equity Plan.

15. All references in this Objection to EIX’s assumption of liability for certain claims against the Debtors are subject to the terms of the EIX Settlement and the Plan. Nothing in this

Objection or the relief requested by this Objection is intended to, and nothing shall be construed to, modify the Plan, the EIX Settlement—including the definition of “Assumed Liabilities” under the EIX Settlement or EIX’s obligations under the EIX Settlement with respect to Assumed Liabilities—or the terms of any applicable benefit or retirement plan. Accordingly, nothing contained in this Objection or the relief requested by this Objection modifies any of EIX’s rights, defenses, or counterclaims with respect to any liabilities asserted in the proofs of claim on **Schedules 1 and 3** to the proposed order, including whether any liabilities are due or required under the applicable terms of the benefit or retirement plan or under applicable law.

**B. The Asset Purchase Agreement with NRG**

16. Pursuant to the Asset Purchase Agreement, dated October 18, 2013 [Docket No. 1375] (the “Asset Purchase Agreement”), EME sold substantially all of its assets to NRG, and NRG assumed certain of EME’s liabilities. EME and NRG completed the transaction on April 1, 2014, the effective date under the Plan.

17. Under the Asset Purchase Agreement, subject to the terms of Plan as described below, NRG agreed to assume and pay when due or required certain employee benefits liabilities of EME and/or certain of its subsidiaries, including benefits related to vacation benefits and severance payments for each “Transferred Employee” and other “Eligible Employees” who did not receive employment offers on substantially similar terms as that employee’s then-current employment terms.<sup>5</sup>

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<sup>5</sup> The Asset Purchase Agreement defines “Transferred Employee” as “(i) each Eligible Employee who accepts Purchaser’s offer [of] employment as set forth in Section 9.6(a) and (ii) each Acquired Company Employee.” (See Asset Purchase Agreement, Annex 1.) Moreover, it defines “Eligible Employee” as follows:

(i) current employees of EME (other than, for the avoidance of doubt, Acquired Company Employees) (including, for the avoidance of doubt, any individual who (A) is not actively at work by reason of illness, paid time off, short-term disability or other leave of absence or (B) is, or is expected to become, an employee of EME), or (ii) any employee who is otherwise listed on Schedule A-2.

18. Specifically, under section 1.6(a) of the Asset Purchase Agreement, NRG agreed to (i) “irrevocably assume and agree to faithfully pay, perform, discharge and fulfill, and if applicable, comply with, in each case when due or required, all of the EME Assumed Liabilities” and (ii) “cause each Debtor Subsidiary that is an Acquired Company to irrevocably assume and agree to faithfully pay, perform, discharge and fulfill, and if applicable, comply with, in each case when due or required, all of such Debtor Subsidiary’s respective Debtor Subsidiary Assumed Liabilities.”

19. Pursuant to section 1.6(b)(v) of the Asset Purchase Agreement, the definition of “EME Assumed Liabilities” includes the following:

[A]ll Liabilities agreed to be assumed by Purchaser [NRG] or for which Purchaser [NRG] has agreed to be, or to cause the Acquired Companies to be responsible, in accordance with this Agreement (including as provided in Article 9 hereof) and the Ancillary Agreements[.]

Pursuant to section 1.6(c)(iv) of the Asset Purchase Agreement, the definition of “Debtor Subsidiary Assumed Liabilities” includes the following:

[A]ll liabilities of the Debtor Subsidiaries that are Acquired Companies agreed to be assumed by Purchaser [NRG] or for which Purchaser [NRG] has agreed to be, or to cause the Debtor Subsidiaries that are Acquired Companies or the Acquired Companies generally, to be responsible, in accordance with this Agreement (including Section 9.6 hereof) and the Ancillary Agreements[.]

20. Under section 9.6 of the Asset Purchase Agreement, NRG agreed to, among other things, provide certain benefits, including vacation benefits and severance payments, to Transferred Employees and other Eligible Employees who did not receive employment offers on substantially similar terms as that employee’s then-current employment terms.

21. Section 9.6(d) of the Asset Purchase Agreement provides as follows:

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(Id.) Finally, it defines “Acquired Company Employee” as “any individual who is employed by an Acquired Company as of the Closing Date.” (Id.) The Closing Date was April 1, 2014.

During the period beginning on the Closing Date and ending on the first anniversary of the Closing Date (the “Benefit Period”), Parent shall, or shall cause any Acquired Company or an Affiliate to provide each Transferred Employee who continues to be employed with the Parent, an Acquired Company or an Affiliate with (A) base salaries and wage rates and cash bonus opportunities on a comparable basis and (B) benefit plans, programs and arrangements (other than equity based compensation, retiree medical and defined benefit plans) which are substantially similar in the aggregate to those provided by Parent or its Affiliates to its similarly situated employees during the Benefit Period; provided, however, that the Parties agree that Parent shall or shall cause an Acquired Company or one of its Affiliates to provide each Union Employee with compensation and benefits (including vacation benefits) in accordance with the terms of any Collective Bargaining Agreement.

22. Section 9.6(f) of the Asset Purchase Agreement provides as follows:

Other than with respect to an Eligible Employee listed in Schedule 9.6(f), (i) if any Transferred Employee that is not a Union Employee (x) is terminated without Cause (as defined in the EME Severance Plan) at any time after the date hereof and ending on the one (1) year period following the Closing Date or (y) resigns his employment at any time after accepting the Offered Terms and prior to the one (1) year anniversary of the Closing Date because Purchaser or one of its Related Persons imposes, proposes or attempts to make adverse changes to the Offered Terms or (ii) with respect to any Excluded Employee who is involuntarily terminated by EME or any Affiliate of EME on or after the Closing Date (regardless of whether such Excluded Employee (A) was not offered employment pursuant to Section 9.6(a), (B) rejects an offer of employment from Parent or Parent’s Affiliate; provided, however, that an Eligible Employee that rejects an offer of employment that contains substantially similar terms as such Eligible Employee’s current employment terms (including principal location of employment not further than 50 miles from such Eligible Employee’s principal place of employment as of the Closing Date and substantially similar base salary and wages) (the “Offered Terms”), shall not be included under this clause (B), or (C) fails to satisfy the Purchaser Employment Conditions and thus does not become a Transferred Employee), Parent [NRG] shall, or shall cause one of its Affiliates to, pay severance compensation to such employee that is at least as much as the maximum cash severance and other compensation such employee would have received under the EME Severance Plan based on such employee’s (1) base salary immediately prior to the date hereof or, if greater, such employee’s base salary as of the date of termination and (2) aggregate service (taking service recognized under severance programs of EME and the Acquired Companies or any of their Affiliates and post-Closing service with Parent and such Acquired Companies into account)) as of the date of termination, and such other amount as may be required under applicable Law.

23. Section 9.6(h) of the Asset Purchase Agreement provides, in part, as follows:

Parent [NRG] shall recognize and credit each Transferred Employee with up to a maximum of 40 hours for any vacation time accrued but not yet used prior to the Closing Date (the “Days Off Accrual”); provided, however, that the Parties agree that on or immediately preceding the Closing Date, EME or any applicable Affiliate shall pay out all amounts of accrued but unused vacation for each Transferred Employee in an amount equal to the greater of, (i) the amount required to be paid out as required by Law or applicable Collective Bargaining Agreement or (ii) the amount necessary to reduce each such Transferred Employee’s accrued but unused vacation balance to 40 hours (collectively, the “Paid Vacation Liability”); provided further that to the extent the terms of any Collective Bargaining Agreement and this Section 9.6(h) are inconsistent, the terms of the Collective Bargaining Agreement shall dictate how accrued vacation is treated with respect to the Union Employees.

24. All references in this Objection to NRG’s assumption of liability for certain claims against the Debtors are subject to the terms of the Asset Purchase Agreement and the Plan. Nothing in this Objection or the relief requested by this Objection is intended to, and nothing shall be construed to, modify the Plan, the Asset Purchase Agreement—including the definitions of “EME Assumed Liabilities” and “Debtor Subsidiary Assumed Liabilities” under the Asset Purchase Agreement or NRG’s obligations under the Asset Purchase Agreement with respect to EME Assumed Liabilities and Debtor Subsidiary Assumed Liabilities—or the terms of any applicable benefit plan. Accordingly, nothing contained in this Objection or the relief requested by this Objection modifies any of the rights, defenses, or counterclaims of NRG or any of the Acquired Companies (as defined in the Plan) with respect to any liabilities asserted in the proofs of claim on Schedules 1-2 to the proposed order, including whether any liabilities are due or required under the applicable terms of the benefit or retirement plan, the Plan, or under applicable law.

## **II. The Court Should Expunge and Disallow Each Disputed Claim**

### **A. No Liability Benefits Claims**

25. The No Liability Benefits Claims identified on Schedule 1 to the proposed order assert claims on account of some or all of the following employee benefits: (i) deferred

compensation; (ii) unpaid pension plan contributions; (iii) vacation; (iv) severance; (v) unpaid 401(k) company contributions; (vi) medical insurance; (vii) overtime pay; (viii) sick pay; and (ix) short- and long-term incentive plan payments.<sup>6</sup> As set forth in the McDevitt Declaration, the Reorganization Trust has reviewed the Debtors' books and records and determined that each No Liability Benefits Claim constitutes an employee benefits-related claim for which the Debtors are not liable because the liability was either assumed by EIX pursuant and subject to the EIX Settlement and the Plan, assumed by NRG pursuant to the Asset Purchase Agreement and the Plan, already satisfied by the Debtors, and/or not owed by the Debtors.

26. First, any alleged Debtor liability related to deferred compensation or unpaid pension plan contributions have been assumed by EIX pursuant and subject to the EIX Settlement and the Plan. Specifically, to the extent the No Liability Benefits Claims relate to deferred compensation or unpaid pension plan contributions, those claims assert liability under or in respect of some or all of the plans listed on Schedule 4 to the EIX Settlement.

27. Second, any alleged Debtor liability related to vacation or severance benefits has either been paid by the Debtors or assumed by NRG. As set forth in the McDevitt Declaration, the claimants who filed No Liability Benefits Claims received payment for all vacation time accrued as of March 31, 2014, except for up to 40 hours if the employee was a Transferred Employee. NRG has assumed any remaining vacation benefits up to 40 hours pursuant and subject to the Asset Purchase Agreement and the Plan. Moreover, as set forth in the McDevitt Declaration, EME made severance payments to all claimants listed on **Schedule 1** to the

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<sup>6</sup> The No Liability Benefits Claims do not appear to assert claims for post-employment benefits other than pension (the "Retiree Benefits") and Retiree Benefits of current and former union employees of Midwest Generation, LLC (the "MWG Union Retiree Benefits") that are subject to the *Debtors' Motion for Entry of an Order (a) Authorizing Termination of Retiree Benefits and (b) Granting Related Relief* [Docket. No. 1776] (the "Termination Motion"). For avoidance of doubt, this Objection is not intended to affect the interests of any holder of No Liability Benefits Claims in the Retiree Benefits or MWG Union Retiree Benefits subject to the Termination Motion.

proposed order that were terminated by March 31, 2014. Transferred Employees will receive the same severance from NRG that they would have received from EME, and if they remain employed for more than 12 months following April 1, 2014, they will be subject to NRG's severance plan.

28. Finally, as set forth in the McDevitt Declaration, the Reorganization Trust has reviewed the Debtors' books and records and determined that the Debtors have no outstanding liability for unpaid 401(k) company contributions, medical insurance, overtime pay, sick pay, and short- and long-term incentive plan payments.

29. Failure to expunge and disallow the No Liability Benefits Claims could result in the applicable claimants receiving an unwarranted recovery against the Reorganization Trust, to the detriment of other similarly situated creditors. Accordingly, the Reorganization Trust requests that the Court enter an order expunging and disallowing in its entirety each No Liability Benefits Claim identified on Schedule 1 to the proposed order.

**B. No Liability Vacation Claims**

30. The No Liability Vacation Claims identified on Schedule 2 to the proposed order assert claims on account of vacation benefits. As set forth in the McDevitt Declaration, the Reorganization Trust has reviewed the Debtors' books and records and determined that each No Liability Vacation Claim constitutes a claim for vacation benefits for which the Debtors are not liable because the liability was either assumed by NRG pursuant to the Asset Purchase Agreement and the Plan, or was already satisfied by the Debtors. Specifically, as set forth in the McDevitt Declaration, the claimants who filed No Liability Vacation Claims received payment for all vacation time accrued as of March 31, 2014, except for up to 40 hours if the employee was a Transferred Employee. NRG has assumed any remaining vacation benefits up to 40 hours per employee pursuant and subject to the Asset Purchase Agreement and the Plan.

31. Failure to expunge and disallow the No Liability Vacation Claims could result in the applicable claimants receiving an unwarranted recovery against the Reorganization Trust, to the detriment of other similarly situated creditors. Accordingly, the Reorganization Trust requests that the Court enter an order expunging and disallowing in its entirety each No Liability Vacation Claim identified on **Schedule 2** to the proposed order.

**C. No Liability Supplemental Social Security Claims**

32. As set forth in the McDevitt Declaration, the Reorganization Trust has reviewed the Debtors' books and records and determined that each No Liability Supplemental Social Security Claim identified on **Schedule 3** to the proposed order constitutes a claim for supplemental social security benefits for which claimants have not qualified. Specifically, the No Liability Supplemental Social Security Claims assert liability for supplemental social security payments under the Edison International Retirement Plan for Bargaining Unit Employees of Midwest Generation, LLC (The "Bargaining Unit Plan"). The applicable claimants, however, do not qualify for supplemental social security payments under the Bargaining Unit Plan because they were not 55 years of age as of March 31, 2014. Moreover, even if the claimants who asserted No Liability Supplemental Social Security Claims did qualify for such benefits under the Bargaining Unit Plan (they did not), that liability would have been assumed by EIX pursuant and subject to the terms of the EIX Settlement and the Plan.

33. Failure to expunge and disallow the No Liability Supplemental Social Security Claims could result in the applicable claimants receiving an unwarranted recovery against the Reorganization Trust, to the detriment of other similarly situated creditors. Accordingly, the Reorganization Trust requests that the Court enter an order expunging and disallowing in its entirety each No Liability Supplemental Social Security Claim identified on **Schedule 3** to the proposed order.



### **Basis for Relief**

34. 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 has the duty to object to the allowance of any claim that is improper. See 11 U.S.C. § 1106(a)(1).

35. As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes *prima facie* evidence of the validity and the amount of the claim under section 502(a) of the Bankruptcy Code. See In re Salem, 465 F.3d 767, 779 (7th Cir. 2006). To receive the benefit of *prima facie* validity, however, 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). Additionally, 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 of the allegations that is 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).

36. As set forth herein and in the McDevitt Declaration, the Court should expunge and disallow each Disputed Claim. If the Disputed Claims are not formally expunged and disallowed as requested herein, the potential exists for the applicable claimants to receive recoveries to which they are not entitled, to the detriment of the Reorganization Trust’s other stakeholders. Thus, this relief is necessary to prevent any inappropriate distribution of estate funds and to facilitate the administration of the claims-allowance process.

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

37. The Reorganization Trust respectfully submits that this Objection complies with the requirements for omnibus objections set forth by Bankruptcy Rule 3007(e). Namely, the Reorganization Trust and GCG, Inc., their notice and claims agent, have created a personalized form of notice that will 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.

38. 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 Reorganization Trust as the objecting party, identifies this Objection as the Reorganization Trust's twenty-fourth omnibus claims objection, and contains objections to fewer than 100 Claims. Accordingly, the Reorganization Trust respectfully submits that this Objection complies with Bankruptcy Rule 3007(e).

**Separate Contested Matter**

39. Each of the above objections to the proofs of claim constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. The Reorganization Trust requests that any order entered by the Court with respect to an objection asserted in this Objection be treated as a separate order with respect to each Claim.

**Reservation of Rights**

40. The Reorganization Trust expressly reserves the right to amend, modify, or supplement this Objection and to file additional substantive or nonsubstantive objections to the Claims objected to herein, or any other Claims, filed or not, that may be asserted against the

Debtors. Should one or more of the grounds of objection stated in this Objection be overruled, the Reorganization Trust reserves the right to object on any other applicable grounds. In addition, the Reorganization Trust reserves the right to seek to reduce any Claim for any reason, including to the extent such Claim has been paid. The Reorganization Trust reserves the right to raise further objections, including objections under section 502(d) of the Bankruptcy Code.

**Notice**

41. The Reorganization Trust has provided notice of this Objection to: (a) each holder of a Disputed Claim; (b) the U.S. Trustee; (c) the United States Attorney for the Northern District of Illinois; (d) the Internal Revenue Service; and (e) 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]. In light of the nature of the relief requested herein, the Reorganization Trust respectfully submits that no further notice is necessary.

*[Remainder of page intentionally left blank]*

WHEREFORE, the Reorganization Trust respectfully requests that the Court enter an order, substantially in the form attached to this Objection as **Exhibit A**, granting the related relief requested herein and such other and further relief as the Court deems appropriate.

Dated: May 19, 2014  
Chicago, Illinois

By: /s/ James Savin  
James Savin (admitted *pro hac vice*)  
Kevin M. Eide (admitted *pro hac vice*)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
1333 New Hampshire Avenue, N.W.  
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and

Robert J. Boller (admitted *pro hac vice*)  
Christopher W. Carty (admitted *pro hac vice*)  
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and

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131 South Dearborn Street, Suite 1700  
Chicago, Illinois 60603-5559  
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(312) 324-9400 (Facsimile)

*Co-Counsel to the EME Reorganization Trust*

**Exhibit A**

**Proposed Order**

**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)
	)	
	)	Re: Docket No. ____

**ORDER GRANTING EME REORGANIZATION TRUST’S  
TWENTY-FOURTH OMNIBUS OBJECTION TO CERTAIN  
PROOFS OF CLAIM (NO-LIABILITY CLAIMS)**

Upon the objection (the “Objection”) of the EME Reorganization Trust (the “Reorganization Trust”), as successor to Edison Mission Energy, one of the above-captioned debtors (together with its debtor affiliates, the “Debtors”), for entry of an order (this “Order”) expunging and disallowing each Disputed Claim identified on **Schedules 1–3** attached to this Order, pursuant to sections 502 and 1106(a)(1) of the Bankruptcy Code, Bankruptcy Rule 3007, Local Bankruptcy 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 under 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding under 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 under 28 U.S.C. §§ 1408 and 1409; and the Court having found that the

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<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 the Reorganization Trust’s service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

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 Reorganization Trust 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 McDevitt Declaration and having heard the statements in support of the relief requested in the Objection 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 in this Order; 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 in this Order. Capitalized terms used but not otherwise defined herein will 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. Each No Liability Benefits Claim identified on **Schedule 1** attached to this Order is disallowed and expunged in its entirety.<sup>2</sup>
4. Each No Liability Vacation Claim identified on **Schedule 2** attached to this Order is disallowed and expunged in its entirety.
5. Each No Liability Supplemental Social Security Claim identified on **Schedule 3** attached to this Order is disallowed and expunged in its entirety.

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<sup>2</sup> The No Liability Benefits Claims do not appear to assert claims for post-employment benefits other than pension (the "Retiree Benefits") or Retiree Benefits of current and former union employees of Midwest Generation, LLC (the "MWG Union Retiree Benefits") that are subject to the *Debtors' Motion for Entry of an Order (a) Authorizing Termination of Retiree Benefits and (b) Granting Related Relief* [Docket. No. 1776] (the "Termination Motion"). For avoidance of doubt, the disallowance of the No Liability Benefits Claims does not affect the interests of any holder of No Liability Benefits Claims in the Retiree Benefits or MWG Union Retiree Benefits subject to the Termination Motion.

6. GCG, Inc. is directed to update the claims register to reflect the relief granted in this Order.

7. Except as provided in this Order, nothing in this Order will be construed as: (a) an admission or finding as to the validity of any claim against any Debtor, the Reorganization Trust, Edison International (“EIX”), NRG Energy, Inc., NRG Energy Holdings Inc., or any of the Acquired Companies (collectively with NRG Energy, Inc., NRG Energy Holdings Inc., “NRG”); (b) a waiver of the right of the Reorganization Trust, the Debtors, EIX, or NRG to dispute any claim against the Reorganization Trust or any Debtor on any grounds whatsoever, at a later date; (c) a promise by, or requirement on, the Reorganization Trust, any Debtor, EIX, or NRG to pay any claim other than in accordance with the terms of the *Debtors’ Third Amended Joint Chapter 11 Plan of Reorganization (with Technical Modifications)* (as may be amended, modified, or supplemented from time to time, the “Plan”), that certain Settlement Agreement, dated February 18, 2014, among EIX, EME, and certain EME noteholders [Docket No. 2071] (the “EIX Settlement”), and that certain Asset Purchase Agreement, dated October 18, 2013, among EME, NRG, and NRG Energy Holdings Inc. [Docket No. 1375] (the “Asset Purchase Agreement”); (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 Reorganization Trust, the Debtors, EIX, or NRG under the Plan, the EIX Settlement, the Asset Purchase Agreement, the Bankruptcy Code, or any other applicable law.

8. Nothing in the Objection or this Order modifies the Plan or the Asset Purchase Agreement, including (i) the definition of “Assumed Liabilities” under the EIX Settlement or EIX’s obligations under the EIX Settlement with respect to Assumed Liabilities, the terms of any applicable benefit or retirement plan, or (ii) the definitions of EME Assumed Liabilities and



Debtor Subsidiary Assumed Liabilities under the Asset Purchase Agreement or NRG's obligations under the Asset Purchase Agreement with respect to EME Assumed Liabilities and Debtor Subsidiary Assumed Liabilities, or (iii) the terms of any applicable benefit plan. Nothing contained in the Objection or this Order modifies any of EIX's or NRG's rights, defenses, or counterclaims with respect to any liabilities asserted in the proofs of claim on **Schedules 1-3** to this Order, including whether any liabilities are due or required under the applicable terms of the benefit plan, the Plan, or under applicable law.

9. Each Claim and the objections by the Reorganization Trust to such Claim, as addressed in the Objection and set forth on **Schedules 1-3**, constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order will be treated as 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 will only apply to the contested matter that involves that claimant and will not act to stay the applicability or finality of this Order with respect to the other contested matters identified in the Objection or this Order.

10. The Reorganization Trust is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

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

Dated: \_\_\_\_\_, 2014  
Chicago, Illinois

\_\_\_\_\_  
Jacqueline P. Cox  
United States Bankruptcy Judge

**Schedule 1**

**No Liability Benefits Claims**

# Schedule 1 - No Liability Benefits Claims

Twenty-Fourth 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	DOROTHY V BLANKENSHIP 16252 S. DAN O'CONNELL DR. PLAINFIELD, IL 60586  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1427	Priority: \$11,725.00*	pgs. 10-12
2	ELIZABETH A BREEN 6801 N OZARK AVE 3E CHICAGO, IL 60631  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1433	Priority: \$11,725.00*	pgs. 10-12
3	DONALD D CLAYBAUGH 128 ZAPATA LANE MINOOKA, IL 60447  Date Filed: 06/13/13 Debtor: Midwest Generation EME, LLC	1312	Priority: Unliquidated	pgs. 10-12
4	RONALD J DALEY 321 GREENWOOD PLACE OSWEGO, IL 60543  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1430	Priority: \$3,715.53*	pgs. 10-12
5	BENJAMIN L DELUHERY JR 104 S CHURCH ST GREEN VALLEY, IL 61534  Date Filed: 06/17/13 Debtor: Midwest Generation, LLC	1674	Unsecured: \$60,668.84	pgs. 10-12
6	CARLOS DIAZ 206 59TH WILLOWBROOK, IL 60527  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1417	Priority: \$11,725.00 Unsecured: Unliquidated	pgs. 10-12
7	B ELLIS 44 SAGE BRUSH COTO DE CAZA, CA 92679  Date Filed: 06/11/13 Debtor: Edison Mission Energy	1224	Priority: \$71,008.29 Unsecured: \$103,902.05	pgs. 10-12

# Schedule 1 - No Liability Benefits Claims

Twenty-Fourth 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	
8	B ELLIS 44 SAGE BRUSH COTO DE CAZA, CA 92679  Date Filed: 06/11/13 Debtor: Edison Mission Energy	1225	Priority: \$22,021.14	pgs. 10-12
9	ALAN R FARCUS 135 W MAPLE ST COAL CITY, IL 60416  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1419	Priority: \$11,725.00 Unsecured: Unliquidated	pgs. 10-12
10	CHRISTOPHER M FOLEY 947 OAK ST WINNETKA, IL 60093  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1405	Priority: Unliquidated	pgs. 10-12
11	PAUL E. FREUND 300 RIVER DR BETTENDORF, IA 52722  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1431	Priority: \$11,725.00 Unsecured: Unliquidated	pgs. 10-12
12	KAREN HOUSE 8422 W 163RD STREET TINLEY PARK, IL 60487  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1418	Priority: \$11,725.00*	pgs. 10-12
13	STEPHEN J KEZERLE 115 BLACKHAWK DRIVE, PO BOX 888 MINOOKA, IL 60447  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1432	Priority: \$11,725.00 Unsecured: Unliquidated	pgs. 10-12
14	WILLIAM J NAGLOSKY 12230 S HAROLD AVE PALOS HEIGHTS, IL 60463  Date Filed: 06/13/13 Debtor: Midwest Generation, LLC	1318	Priority: Unliquidated	pgs. 10-12
15	CYNTHIA JOANN CHRISTIAN ORIHUELA 29222 RIDGEVIEW DRIVE LAGUNA NIGUEL, CA 92677  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1459	Priority: \$11,725.00 Unsecured: \$63,275.00	pgs. 10-12

# Schedule 1 - No Liability Benefits Claims

Twenty-Fourth 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	
16	CHARLES S PARNELL 1000 WEST WASHINGTON, UNIT 136 CHICAGO, IL 60607  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1400	Unsecured: Unliquidated	pgs. 10-12
17	ELIZABETH RAMIERZ 11353 S. GREEN BAY AVENUE CHICAGO, IL 60617  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1429	Priority: \$11,725.00*	pgs. 10-12
18	ROXANNE M RICHARDS 1711 TINA LANE FLOSSMOOR__, IL 60422  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1426	Priority: \$11,725.00*	pgs. 10-12
19	MICHAEL J SEDLAK 2425 MADERA LN NAPERVILLE, IL 60565  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1424	Priority: \$11,725.00 Unsecured: Unliquidated	pgs. 10-12
20	JACALYN M TYLKA 17223 S PUEBLO COURT LOCKPORT, IL 60441  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1425	Priority: \$11,725.00	pgs. 10-12
21	EUGENE E WALKER 5663 ROSINWEED LANE NAPERVILLE, IL 60564  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1428	Priority: \$11,725.00*	pgs. 10-12
22	GERALD E WEBER 3211 LANDORE DR NAPERVILLE, IL 60564  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1435	Priority: \$11,725.00 Unsecured: Unliquidated	pgs. 10-12

**Total: \$488,740.85**

\* Denotes an unliquidated component.

**Schedule 2**

**No Liability Vacation Claims**

## Schedule 2 - No Liability Vacation Claims

Twenty-Fourth 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	KENNETH A BARANOWSKI 1220 GRANDVIEW AVENUE LOCKPORT, IL 60441  Date Filed: 06/17/13 Debtor: Midwest Generation, LLC	1675	Unsecured: \$8,646.40	pgs. 12-13
2	RICK BRADSHAW 27160 ARMINGTON RD. DELAVAN, IL 61734  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1356	Unsecured: \$1,607.32	pgs. 12-13
3	PAUL R BRADY 6812 WHITE EGRET CT. TINLEY PARK, IL 60477  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1406	Priority: \$18,965.86	pgs. 12-13
4	HELEN Y CHAN 331 AMBERWICK LN BREA, CA 92821  Date Filed: 06/13/13 Debtor: Edison Mission Energy	1320	Priority: \$11,725.00 Unsecured: \$23,687.54	pgs. 12-13
5	VIVIAN L CHUNG 57 LUPARI IRVINE, CA 92618  Date Filed: 06/10/13 Debtor: Edison Mission Energy	1135	Priority: \$43,020.39	pgs. 12-13
6	JANICE A DANCA 16927 SHANNON DRIVE TINLEY PARK, IL 60477  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1361	Unsecured: \$12,461.53	pgs. 12-13
7	JACQUELINE DAO 26428 WATERFORD CIR LAKE FOREST, CA 92630  Date Filed: 06/13/13 Debtor: Edison Mission Energy	1326	Priority: \$11,907.11	pgs. 12-13

## Schedule 2 - No Liability Vacation Claims

Twenty-Fourth 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	
8	BENJAMIN L DELUHERY JR 104 S CHURCH ST GREEN VALLEY, IL 61534  Date Filed: 06/17/13 Debtor: Midwest Generation Procurement Services, LLC	1676	Unsecured: \$10,881.12	pgs. 12-13
9	JOSEPH DOLPH 4021 N. CLARENDON AVE UNIT 1W CHICAGO, IL 60613  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1420	Priority: \$21,630.19	pgs. 12-13
10	VASILIOS C EKONOMOU 14134 SOUTH 85TH AVE ORLAND PARK, IL 60462  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1423	Priority: \$11,725.00 Unsecured: \$22,430.88*	pgs. 12-13
11	WILLIAM GAYNOR 6736 NORTH SKYLINE DRIVE PEORIA, IL 61614  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1358	Unsecured: \$894.53	pgs. 12-13
12	JERRY HINDS 480 E FORESTWOOD ST MORTON, IL 61550  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1362	Unsecured: \$24,229.67	pgs. 12-13
13	SUZANNE IRZYK 1720 CANDLESTICK LANE NEWPORT BEACH, CA 92660  Date Filed: 06/07/13 Debtor: Edison Mission Energy	1063	Priority: \$8,830.09	pgs. 12-13
14	SARAH H KAMM 1255 N. SANDBURG TERRACE #2712 CHICAGO, IL 60610  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1422	Priority: \$2,704.14	pgs. 12-13



## Schedule 2 - No Liability Vacation Claims

Twenty-Fourth 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	
15	JEFFREY A KICKERT 246 WOLF CROSSING DR MORTON, IL 61550  Date Filed: 06/17/13 Debtor: Midwest Generation, LLC	1710	Unsecured: \$25,198.00	pgs. 12-13
16	KRISSHNA KOOMAR 22 GRAY DOVE IRVINE, CA 92618  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1450	Priority: \$11,725.00 Unsecured: \$12,499.99	pgs. 12-13
17	DONALD KUIKEN 17755 S. 65TH COURT TINLEY PARK, IL 60477  Date Filed: 05/31/13 Debtor: Edison Mission Energy	894	Priority: \$12,058.99	pgs. 12-13
18	WILLIAM P LAWRENCE JR 19171 ORIENTE DR YORBA LINDA, CA 92886  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1451	Priority: \$11,725.00 Unsecured: \$54,511.51	pgs. 12-13
19	MARIA P LITOS 24492 VIA DEL RIO LAKE FOREST, CA 92630  Date Filed: 06/17/13 Debtor: Edison Mission Energy	1722	Priority: \$11,725.00 Unsecured: \$86,783.40	pgs. 12-13
20	JOHN V LORDI 4252 PIERSON DR. HUNTINGTON BEACH, CA 92649  Date Filed: 06/10/13 Debtor: Edison Mission Energy	1102	Priority: \$11,472.13	pgs. 12-13
21	RANDOLPH P MANN 29 PARADISE COVE LAGUNA NIGUEL, CA 92677  Date Filed: 06/03/13 Debtor: Edison Mission Energy	912	Priority: \$11,725.00 Unsecured: \$104,159.59	pgs. 12-13
22	DOUGLAS C PATTON 1304 HICKORY HILLS RD METAMORA, IL 61548  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1363	Unsecured: \$2,375.79	pgs. 12-13

## Schedule 2 - No Liability Vacation Claims

Twenty-Fourth 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	JOHN S. PODOBA 112 GUM STREET NEW LENOX, IL 60451  Date Filed: 06/10/13 Debtor: Edison Mission Energy	1108	Priority: \$20,537.42	pgs. 12-13
24	CRAIG JARED POSPISIL 15 VILLAMOURA LAGUNA NIGUEL, CA 92677  Date Filed: 06/17/13 Debtor: Edison Mission Energy	1716	Priority: \$7,268.03	pgs. 12-13
25	MARGARET M RUANE 24209 W. OTTAWA ST. PLAINFIELD, IL 60544  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1421	Priority: \$8,838.61*	pgs. 12-13
26	JAMES A SCHWARZ 6718 WESTERN AVE DARIEN, IL 60561  Date Filed: 06/12/13 Debtor: Edison Mission Energy	1234	Priority: \$12,525.60	pgs. 12-13
27	SUNISH SHAH 11934 S. LAWLER AVENUE ALSIP, IL 60803  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1360	Unsecured: \$15,650.00	pgs. 12-13
28	WILLIAM T SHANDER 22900 SHERMAN ROAD STEGER, IL 60475  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1396	Priority: \$11,725.00 Unsecured: \$2,519.12	pgs. 12-13
29	WILLIAM J SPELICH 1613 TAYLOR STREET JOLIET, IL 60435  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1402	Priority: \$29,582.98	pgs. 12-13
30	SCOTT SPILIS 2301 NOTTINGHAM DR NAPERVILLE, IL 60565  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1401	Unsecured: \$55,842.82	pgs. 12-13

## Schedule 2 - No Liability Vacation Claims

Twenty-Fourth 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	
31	CHARLES L SWANSON 217 HEMLOCK PEKIN, IL 61554  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1355	Unsecured: \$3,914.78	pgs. 12-13
32	DEBBIE K TAYLOR 25805 SANTO DR MISSION VIEJO, CA 92691  Date Filed: 06/14/13 Debtor: Edison Mission Energy	1449	Priority: \$11,725.00 Unsecured: \$398.01	pgs. 12-13
33	MARK VANNAKEN 405 EAST EIGHTH STREET PO BOX 762 DELAVAN, IL 61734  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1366	Unsecured: \$8,055.58	pgs. 12-13
34	THOMAS J VARGAS 3S012 TIMBER DRIVE WARRENVILLE, IL 60555  Date Filed: 06/14/13 Debtor: Midwest Generation EME, LLC	1434	Priority: \$11,725.00	pgs. 12-13
35	ROBERT W VOSS 612 BROKEN LANCE RD WALNUT, CA 91789  Date Filed: 05/15/13 Debtor: Edison Mission Energy	658	Priority: \$12,475.00 Unsecured: \$103,455.00	pgs. 12-13
36	MARK E WALTERS 503 W THIRD ST DELAVAN, IL 61734  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1367	Priority: \$5,308.16	pgs. 12-13
37	PAUL WEISS 25 OUTLOOK RD SWAMPSCOTT, MA 01907  Date Filed: 05/29/13 Debtor: Edison Mission Energy	836	Unsecured: \$105,083.20	pgs. 12-13

**Total: \$1,017,935.48**

\* Denotes an unliquidated component.

**Schedule 3**

**No Liability Supplemental Social Security Claims**

# Schedule 3 - No Liability Supplemental Social Security Claims

Twenty-Fourth 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	CHARLES L SWANSON 217 HEMLOCK PEKIN, IL 61554  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1359	Unsecured: \$192,000.00	pg. 13
2	MARK WALTERS 503 WEST THIRD DELAVAN, IL 61734  Date Filed: 06/14/13 Debtor: Midwest Generation, LLC	1365	Priority: \$176,760.00	pg. 13

**Total: \$368,760.00**