

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
) Case No. 12-49219
EDISON MISSION ENERGY, *et al.*,) (Jointly Administered)
)
Debtors.) Hon. Jacqueline P. Cox

NOTICE OF HEARING

PLEASE TAKE NOTICE that on **July 28, 2016** at **9:30 a.m.**, a hearing will be held before the Honorable Jacqueline P. Cox, or any judge sitting in her stead, in Room 680 of the Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, to consider the attached *EME Reorganization Trust's Objection to Claim No. 1824 Filed by Liberty Mutual Insurance Company*, at which time you may appear as you see fit.

Dated: July 20, 2016

EME REORGANIZATION TRUST

By: /s/ David J. Gold
One of its attorneys

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
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In re:)	Chapter 11
)	Case No. 12-49219
EDISON MISSION ENERGY, <i>et al.</i> , ¹)	(Jointly Administered)
)	
Debtors.)	Hon. Jacqueline P. Cox

**EME REORGANIZATION TRUST’S OBJECTION TO CLAIM NO. 1824
FILED BY LIBERTY MUTUAL INSURANCE COMPANY**

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”), hereby objects to Claim No. 1824 (the “Claim”) filed by Liberty Mutual Insurance Company (“Liberty”), and in support thereof, states as follows:

INTRODUCTION

1. Liberty asserts a \$540,000 contingent claim against the estate of Edison Mission Energy (“EME”). Liberty’s claim relates to EME’s agreement to indemnify Liberty on 22 bonds that Liberty issued to government agencies to secure the Debtors’ obligations with respect to their energy projects. Liberty has failed to identify any losses that it has incurred in connection with the bonds or any claims relating to the applicable projects. Section 502(e)(1)(B) of the Bankruptcy Code bars contingent indemnification claims and thus the Court should disallow the

¹ 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. (“EMEHC”) (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.

Claim.

BACKGROUND

2. On December 17, 2012 (the “Petition Date”), the Debtors commenced voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

3. Prior to the Petition Date, Liberty issued 33 surety bonds in favor of certain state and municipal agencies to secure the obligations of EME and/or its subsidiaries with respect to various of the Debtors’ energy projects.

4. In connection with the issuance of the surety bonds, EME and certain of its subsidiaries entered into indemnity agreements with Liberty, providing additional security for Liberty beyond the liability of the principals. Pursuant to those indemnity agreements, EME and/or its subsidiaries agreed to indemnify Liberty from any losses or expenses incurred on account of the surety bonds it issued. EME and certain of its subsidiaries also posted cash collateral to secure their obligations with respect to the surety bonds. *See* Docket No. 24.

5. Liberty filed several proofs of claims against the Debtors’ estates asserting contingent claims based on alleged contractual and/or common law rights of indemnification relating to the surety bonds it issued, including:

- a. 17 proofs of claim (the “Initial Claims”) filed against the estates of various Debtors on June 18, 2013 [Claim Numbers 1732 – 1748];
- b. 17 amended proofs of claim (the “Amended Claims”) filed against the estates of various Debtors on July 12, 2013, which included the Claim [Claim Numbers 1816 – 1832];² and
- c. 3 proofs of claim filed against Debtors Homer City Property Holdings Inc., Edison Mission Finance Co. and EMEHC [Claim Numbers 1995 – 1997].

Each of Liberty’s Initial Claims, Amended Claims and Homer City Claims -- including the Claim -- asserted contingent claims in the amount of approximately \$8.835 million.

² A true and correct copy of the Claim is attached hereto as Exhibit A.

6. On October 16, 2013, the Court entered an order disallowing and expunging the Initial Claims. *See* Docket No. 1353.

7. On February 19, 2014, the Court entered an order disallowing and expunging all of: (i) the Amended Claims, except the Claim; and (ii) the Homer City Claims, except claim number 1997 against EMEHC. *See* Docket No. 2078.

8. On October 3, 2014, Liberty filed a notice of withdrawal with respect to claim number 1997 against EMEHC. *See* Docket No. 2516. On that same date, Liberty filed a notice of claim reduction (the “Claim Reduction”) with respect to the Claim. *See* Docket No. 2517. Pursuant to the Claim Reduction, Liberty reduced the amount of the Claim to \$540,000. This is the only remaining claim that is being asserted by Liberty.

9. On March 11, 2014, the Court entered an order 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”). *See* Docket No. 2206.

10. 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 Energy, Inc. Pursuant to Article IV.E of the Plan, the Reorganization Trust was established as the successor in interest to EME and the entity tasked with winding down the affairs of the Debtors. In that regard, the Reorganization Trust also was granted standing to object to all claims filed against the Debtors’ estates.

11. In its remaining Claim, Liberty asserts a contingent claim against EME based on alleged: (i) common law rights of subrogation to seek indemnity, reimbursement and exoneration for claims and losses relating to the surety bonds and (ii) contractual rights to indemnification from EME.

12. The Claim is based on a General Agreement of Indemnity dated September 14, 1999 (the “Indemnity Agreement”) between EME and SafeCo Insurance Company (“SafeCo”), an affiliate of Liberty. A copy of the Indemnity Agreement is attached hereto as Exhibit B. Pursuant to the Indemnity Agreement, EME indemnified SafeCo from “all loss and expense, including reasonable attorney fees, incurred by [SafeCo] by reason of having executed any [b]onds” issued on behalf of “[EME] and any and all subsidiaries, now in existence, hereinafter acquired or formed, or any employees thereof.” *See* Indemnity Agreement at Preamble and ¶ 1.

13. Although the Claim identifies 33 surety bonds as the basis for EME’s contingent liability, the current amount of the Claim solely appears to relate to twenty-two surety bonds (the “Bonds”) issued by Liberty on behalf of Big Sky Wind LLC. Liberty issued the Bonds, which totaled \$540,000, in favor of the Illinois Department of Transportation and certain other Illinois state agencies.

14. The Court confirmed the Plan more than two years ago and, to date, Liberty has failed to identify any losses that it has incurred in connection with the Bonds or any claims relating to the applicable projects.

15. The Reorganization Trust is informed and believes that Liberty is currently holding \$311,588.00 in collateral securing the Bonds.

OBJECTION

16. Section 502(a) of the Bankruptcy Code provides that a claim is deemed allowed “unless a party in interest . . . objects.” 11 U.S.C. § 502(a). Section 502(b) further provides:

if such an objection to a claim is made, the court, after notice and a hearing, shall determine the amount of such claim . . . and shall allow such claim in such amount, except to the extent that – (1) such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for reason other than because such claim is contingent or unmatured.

11 U.S.C. § 502(b)(1). The Reorganization Trust is a party in interest and thus authorized to object to the Claim.

17. Section 502(e)(1)(B) of the Bankruptcy Code provides that the Court “shall disallow any claim for reimbursement or contribution of an entity that is liable with the debtor on or has secured the claim of a creditor, to the extent that— (B) 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 distilled from section 502(e)(1)(B) three criteria that must be satisfied for a claim to be disallowed: ‘(i) the claim must be contingent, (ii) the claim must be for reimbursement or contribution, and (iii) the debtor and the claimant must be co-liable on the claim.’” *In re Caribbean Petroleum Corp.*, 566 Fed. App’x 169, 173-74 (3d Cir. 2014); *see also In re McCoy*, 355 B.R. 69, 73 (Bank. N.D. Ill. 2006) (same).

18. Liberty admits facts sufficient to satisfy all three criteria in its Proof of Claim. In its Proof of Claim, Liberty states that its Claim “is contingent as the indemnity agreement secures Liberty from losses it incurs by reason of the issuance of surety bonds.” The Indemnity Agreement is consistent with Liberty’s description of EME’s indemnification obligations described in the Proof of Claim. In a similar case, the court in *GreatAmerican Fed. Sav. & Loan Ass’n v. Adcock Excavating, Inc.*, No. 89 C 3794, 1990 WL 51219 (N.D. Ill., Apr. 17, 1990), disallowed a claim pursuant to section 502(e)(1)(B). The *GreatAmerican* court held that “where a surety or codebtor seeks indemnity from the bankrupt, the claim will be disallowed unless the surety or codebtor has paid the obligation upon which it is seeking contribution.” *Id.* at *3; *see also In re Pettibone Corp.*, 162 B.R. 791, 809 (Bankr. N.D. Ill. 1994) (holding that section 502(e)(1)(B) “directs disallowance of a claim for contribution made by an entity that is liable together with a debtor, to the extent that the claim is contingent as of the time for allowance or

disallowance” because “[a] claim for indemnification, as well as contribution, has been considered to be for ‘reimbursement’ within the meaning of § 502(e)(1)(B).” Section 502(e)(1)(B) “work[s] to prevent co-debtors from achieving more favorable terms than the underlying creditor, from competing with the creditor for the remains of the bankrupt’s estate and from asserting both a subrogation and a reimbursement claim.” *Ayres v. Dev. Specialists, Inc. (In re Alzheimer & Gray)*, 393 B.R. 603, 608 (N.D. Ill. 2008).

19. The *GreatAmerican* court noted that section 502(e)(1)(B) “reflects a congressional belief that the bankruptcy scheme will most effectively meet its objectives if the bankrupt estate is not burdened by claims which have not come to fruition. Instead, the bankrupt’s circumstances should be put into order as expeditiously as possible, allowing the bankrupt to quickly get back on its feet” and that “disallowing contingent claims provides a degree of certainty and finality in the satisfaction of ascertainable claims.” 1990 WL 51219, at *3; *see also Healthfirst v. Martha Wash. Hosp. (In re Martha Wash. Hosp.)*, 157 B.R. 392, 394 (N.D. Ill. 1993) (“Section 502(e)(1)(B) epitomizes the Congressional policy that underlies the Bankruptcy Code and Chapter 11 in particular—that ‘the bankrupt’s estate should not be burdened by estimated claims contingent in nature. Rather, the debtor should be expeditiously rehabilitated and reorganized, thereby providing the bankrupt a fresh start, while simultaneously according fair treatment to creditors by paying ascertainable claims as quickly as possible.’”).

20. A party “asserting a claim for contribution has no right to any distribution from the debtor’s estate until the creditor’s claim has been paid in full.” *GreatAmerican*, 1990 WL 51219, at *3; *see also Paloian v. Aetna Health Holdings, LLC (In re Canopy Fin., Inc.)*, No. 11–1701, 2015 WL 110595, at *4 (N.D. Ill. Jan. 17, 2015) (“Because Ridgestone has not even been found liable, its contribution claim against Canopy is properly characterized as contingent and,

under § 502(e)(1)(B), must be disallowed.”).

21. The Court should disallow the Claim because there has been no claim made related to the Bonds, more than two years have elapsed post-confirmation and Liberty is holding \$311,588.00 in collateral securing the Bonds. “[I]t is inappropriate to delay in resolving a § 502(e)(1)(B) objection until the contingency is removed by a judicial determination of liability or otherwise. In fact, it is the very presence of this contingency which triggers operation of § 502(e)(1)(B). *In re Empire Radio Partners, Ltd.*, No. 92-17288DAS, 1993 WL 515832, at *3 (Bankr. E.D. Pa. Dec. 8, 1993).

22. Liberty’s Claim is barred by section 502(e)(1)(B) and the Court should accordingly disallow it.

NOTICE

23. Notice of this Objection has been served upon: (a) the United States Trustee; (b) counsel for Liberty; and (c) any party that has appeared and/or requested notice registered to receive ECF notifications. The Reorganization Trust submits that, under the circumstances, no further notice of this objection is necessary and requests that any further notice be dispensed with and waived.

CONCLUSION

WHEREFORE, the Reorganization Trust respectfully requests the Court’s entry of an order disallowing and expunging the Claim in its entirety and granting the Reorganization Trust such other and further relief the Court deems just and proper.

Dated: July 20, 2016

EME REORGANIZATION TRUST

By: /s/ David J. Gold
One of its attorneys

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CERTIFICATE OF SERVICE

David J. Gold, an attorney, hereby certifies that on July 20, 2016 he caused the *EME Reorganization Trust's Objection to Claim No. 1824 Filed by Liberty Mutual Insurance Company* to be filed via the Court's ECF system which sent notification of such filing to the parties registered to receive ECF notice, and also served as otherwise indicated below:

Via U.S. Mail:


Liberty Mutual Insurance Company
c/o T. Scott Leo and Michael Dudek
T. Scott Leo, P.C.
One N. LaSalle Street, Suite 3600
Chicago, IL 60602

Kathryn Gleason
Office of the U. S. Trustee, Region 11
219 S Dearborn Room 873
Chicago, IL 60604

/s/ David J. Gold

EXHIBIT A

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of Illinois		PROOF OF CLAIM
Name of Debtor: Edison Mission Energy		Case Number: 12-49219
		
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Liberty Mutual Insurance Company		COURT USE ONLY
Name and address where notices should be sent: c/o T. Scott Leo Leo & Weber, P.C. One N. LaSalle St., Suite 3600, Chicago, Illinois 60602		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: 1739 <i>(If known)</i> Filed on: 06/18/2013
Telephone number: (312) 857-0910 email: sleo@leoweber.com		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: email:		
1. Amount of Claim as of Date Case Filed: \$ <u>8,835,134.00</u> / Contingent If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Contract Indemnity/ (See Statement of Claim)</u> (See instruction #2) and as a Surety securing the claims of the Listed Creditors		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____
Value of Property: \$ _____		Amount of Secured Claim: \$ _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().
		Amount entitled to priority: \$ _____
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B10 (Official Form 10) (04/13)

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. [X] I am the creditor's authorized agent. [] I am the trustee, or the debtor, or their authorized agent. [] I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: T. Scott Leo
Title: Attorney
Company: Leo & Weber, P.C.
Address and telephone number (if different from notice address above):

/s/ T. Scott Leo 07/11/2013
(Signature) (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number: Fill in the federal judicial district in which the bankruptcy case was filed...
Creditor's Name and Address: Fill in the name of the person or entity asserting a claim...
1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor...
2. Basis for Claim: State the type of debt or how it was incurred...
3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits...
3a. Debtor May Have Scheduled Account As: Report a change in the creditor's name...
3b. Uniform Claim Identifier: If you use a uniform claim identifier, you may report it here...
4. Secured Claim: Check whether the claim is fully or partially secured.

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim...
5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a). If any portion of the claim falls into any category shown, check the appropriate box(es)...
6. Credits: An authorized signature on this proof of claim serves as an acknowledgment...
7. Documents: Attach redacted copies of any documents that show the debt exists...
8. Date and Signature: The individual completing this proof of claim must sign and date it.

DEFINITIONS	INFORMATION
Debtor A debtor is the person, corporation, or other entity that has filed a bankruptcy case.	Acknowledgment of Filing of Claim To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.
Creditor A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).	Offers to Purchase a Claim Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim.
Claim A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.	Proof of Claim A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.
Proof of Claim A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.	Redacted A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.
Secured Claim Under 11 U.S.C. § 506 (a) A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.	Evidence of Perfection Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.
Unsecured Claim An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.	
Claim Entitled to Priority Under 11 U.S.C. § 507 (a) Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.	

LEO & WEBER, P.C.

ATTORNEYS AT LAW

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MICHIGAN OFFICE

20 W. MICHIGAN
NEW BUFFALO, MI 49117
TELEPHONE: (269) 469-2293
FACSIMILE: (269) 469-2316

* ALSO ADMITTED IN MICHIGAN

FILE NO.

July 11, 2013

OVERNIGHT MAIL

Edison Mission Energy, et al.
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

Re: Client/Surety: Liberty Mutual Insurance Company
Matter: In Re: Edison Mission Energy, et al.
Case No.: 12-49219

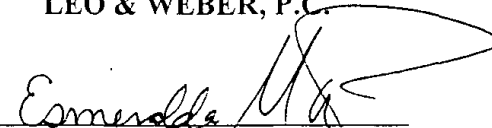
Dear Sir/Madam:

I enclose for filing one original and two copies of Liberty Mutual Insurance Company **Amended Proofs of Claim**. Please file each and return the copies to us in the enclosed self-addressed, envelope.

If you have any questions or need any additional information, please contact me.

Very truly,

LEO & WEBER, P.C.

By 
Esmeralda Martinez
Paralegal

Enclosures

**STATEMENT OF CLAIM OF
LIBERTY MUTUAL INSURANCE COMPANY
In re EDISON MISSION ENERGY
Case No.: 12-49219
Amount of Claim: \$8,835,134.00 Contingent**

The claim of Liberty Mutual Insurance Company ("Liberty") is amended to reflect that it is filed under Federal Rule of Bankruptcy Procedure 3005(a) because it is surety to Debtor Edison Mission Energy and its related Debtor entities (the "Debtors"). This amended claim is timely under FRBP 3005(a) because it is filed within thirty days of the bar date for the filing of general unsecured claims. A list of the surety bonds and the Debtor entities that Liberty issued the bonds on behalf of is attached as **Exhibit A**. Liberty, as surety, has common law rights of subrogation to seek indemnity, reimbursement and exoneration for claims and losses from the Debtor.

The claim is contingent as the indemnity agreement secures Liberty from losses it incurs by reason of the issuance of surety bonds. Liberty issued on behalf of the Debtors, and in favor of various obligees, current surety bonds in the total sum of \$8,835,134.00. See Ex. A.

Under an Order entered by the Bankruptcy Court entered on January 18, 2013, the Debtor was authorized, among other things, to post collateral with Liberty to secure the bonds issued on behalf of the Debtors and for the continuation of the Debtor's surety bond program. A copy of the Order is attached as **Exhibit B**. After the Order was entered, the Debtor posted collateral that Liberty believes fully secures the bonds that Liberty issued on behalf of the Debtors. This collateral is not property of the estate; however, Liberty sets forth the collateral amount since it may be considered an offset against amounts claimed by Liberty.

Liberty continues its investigation of its bond exposure and therefore Liberty reserves the right to amend its proofs of claim. Submission of this proof of claim is not a waiver of any of the non-debtor indemnitors and/or any non-debtor third parties.

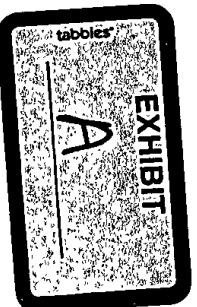
LIBERTY MUTUAL INSURANCE COMPANY

By: /s/ T. Scott Leo
One of its attorneys

T. Scott Leo
Michael J. Dudek
LEO & WEBER, P.C.
One North LaSalle Street, Suite 3600
Chicago, Illinois 60602
Telephone: (312) 857-0910
Facsimile: (312) 857-1240

List of Bonds
Liberty Mutual Insurance Company

Principal	Bond No.	Bond Amount	Bond Description	obligee
Broken Bow Wind, LLC	024034620	\$40,000.00	Highway permit bond	Garfield Township C/O John Evans Township Attorney
Broken Bow Wind, LLC	024034620	\$100,000.00	Highway permit bond	Preseryn Township C/O John Evans Township Attorney
Broken Bow Wind, LLC	024034621	\$50,000.00	Highway permit bond	Broken Bow Township C/O John Evans Township Attorney
LOOKOUT WINDPOWER LLC	024040981	\$65,000.00	955m highway permit bond	Commonwealth of Pennsylvania
Broken Bow Wind, LLC	024040983	\$1,850,178.00	\$1.85m right of way/road repair bond	State of Illinois
Big Sky Wind, LLC	12500023	\$32,000.00	Highway permit bond, # 3-11483-09	Illinois Department of Transportation
Big Sky Wind, LLC	12500026	\$2,000.00	Individual Highway Permit Bond - #3-11483-9, Illinois Route 2692 in Bureau County	COMMONWEALTH OF PENNSYLVANIA DEPT. OF ENV PROTECTION
EMTE HOMER CITY GENERATION LP	125100411	\$5,432,200.00	COLLATERALIZED PERMIT BOND WASTE LANDFILL DISPOSING SOLID WASTE PERMIT NO. 309491	ILLINOIS COMMERCE COMMISSION
FedEx Mission Solutions	125100526	\$150,000.00	Per March should be under Southern California Edison PERMIT TO PROVIDE ELECTRIC SERVICE AS AN ALTERNATIVE/ELECTRIC SUPPLIER. Name change rider issued	COMMONWEALTH OF PENNSYLVANIA
FORWARD WINDPOWER LLC	125101922	\$31,250.00	FINANCIAL GUARANTEE BOND - AGREEMENT # 453370	SHADE TOWNSHIP
FORWARD WINDPOWER LLC	125101923	\$4,566.00	PER MARCH SHOULD BE CLOSED, A WAITING CLOSING SUPPORT, EXCESS WEIGHT BOND - BROWNING ROAD & HUSKIN ROAD	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102206	\$100,000.00	HIGHWAY PERMIT BOND	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102207	\$15,000.00	HIGHWAY PERMIT BOND, ILLINOIS ROUTE 26, SECTION 101	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102208	\$15,000.00	HIGHWAY PERMIT BOND, ILLINOIS ROUTE 26, SECTION 101	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102209	\$15,000.00	RIGHT OF WAY PERMIT BOND, ROUTE 32, SECT 75, SUB SECT 093	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102210	\$15,000.00	RIGHT OF WAY PERMIT BOND, ROUTE 32, SECTION 75, SUB SECTION 093 STATION 42+57 LEFT COUNTY	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102211	\$15,000.00	HIGHWAY PERMIT BOND US ROUTE 10	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102212	\$30,000.00	PERMIT BOND - RIGHT OF WAY, PERMIT # EW 07-14	ILLINOIS STATE TOLL HIGHWAY AUTHORITY
EDISON MISSION ENERGY - PARENT INCORPORATED	125102319	\$11,000.00	ELECTRONIC OPERATION - WIND FARM OPERATION & MAINTENANCE	STATE OF WYOMING DEPARTMENT OF EMPLOYMENT
Big Sky Wind, LLC	125102343	\$30,000.00	INDIVIDUAL HIGHWAY PERMIT BOND- ROUTE 26 SECTION 14 SUB SECTION 026, AT STATION 15+29 RIGHT, LEFT	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125102344	\$30,000.00	INDIVIDUAL HIGHWAY PERMIT BOND	STATE OF ILLINOIS DEPARTMENT OF TAXATION
Big Sky Wind, LLC	125102345	\$40,000.00	HIGHWAY PERMIT BOND - ILLINOIS ROUTE 26, SECTION 14, TWP 43S, SUB SECTION 026 @ STATION 13+54 RIGHT, B	ILLINOIS DEPARTMENT OF TRANSPORTATION
EDISON MISSION ENERGY - PARENT EDISON INTERNATIONAL	125102346	\$30,000.00	INDIVIDUAL HIGHWAY PERMIT BOND	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind	125102347	\$10,000.00	INDIVIDUAL HIGHWAY PERMIT BOND- ILLINOIS ROUTE 26, SECTION 14, SUB SECTION 026 @ STATION 1172+66 LEFT	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind	125102348	\$30,000.00	INDIVIDUAL HIGHWAY PERMIT BOND - ILLINOIS ROUTE 26, SECTION 14, SUB SECTION 026, AT STATION 15+29 LEFT	ILLINOIS DEPARTMENT OF TRANSPORTATION
EDISON MISSION ENERGY - PARENT EDISON INTERNATIONAL	125400267	\$150,000.00	License permit bond for an Alternative Retail Fueler Supplier (ARFS)	STATE OF IOWA
Big Sky Wind, LLC	125400951	\$15,000.00	Individual Highway Permit Bond, Illinois Route 76 in Lee County	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125400952	\$30,000.00	Illinois route 26 in Bureau county	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125400953	\$25,000.00	Individual highway permit bond	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125400954	\$15,000.00	Individual highway permit bond - Lee County	ILLINOIS DEPARTMENT OF TRANSPORTATION
Big Sky Wind, LLC	125400955	\$15,000.00	Individual highway permit bond - Lee County	ILLINOIS DEPARTMENT OF TRANSPORTATION
MIDWEST WIND ENERGY Co	125102324	\$10,000.00	Individual highway permit bond term states 30 day written notice but for permittee and surety to replace with another surety	Illinois Department of Transportation
Big Sky Wind, LLC	125102328	\$5,000.00	Individual highway permit 3-11105-07. Could this be related to Edison Cahoon?	Illinois Department of Transportation
Total		\$8,835,134.00		



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 AUTHORIZING DEBTORS TO CONTINUE SURETY BOND PROGRAM

Upon the motion (the "Motion") of the above captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing but not directing the Debtors to continue the Surety Bond Program, including the maintenance and posting of collateral as may be required in accordance with the Surety Indemnity Agreements, all as more fully set forth in the Motion; and upon the First Day Declaration; 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 Motion 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 Motion 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 Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion 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 Motion 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 Motion is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. The Debtors are authorized but not directed to maintain their Surety Bond Program without interruption, including, but not limited to, the maintenance of cash collateral, and to perform under the Surety Indemnity Agreements.

3. The Debtors are authorized but not directed to pay all obligations relating to the Surety Bond Program, including, but not limited to the payment of premiums.

4. The Debtors are authorized but not directed to renew surety bonds or obtain (with five (5) days' prior written notice to counsel to the official committee of unsecured creditors (the "Committee") and counsel to the ad hoc committee of certain holders of the Debtors' senior unsecured notes (the "Noteholder Group")) new surety bonds or execute other agreements in connection with their Surety Bond Program and to provide cash collateral in connection therewith; provided, that, the Debtors shall (i) within three (3) business days from the entry of this Order provide the Committee and counsel to the Noteholder Group with a list of all outstanding surety bonds as of the Petition Date and (ii) provide the Committee and counsel to the Noteholder Group with notice of any renewals of any surety bonds within



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ten (10) business days of such renewal.

5. In accordance with this Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is directed to receive, process, honor, and pay any and all checks, drafts, wire transfers, and automated clearing house transfers issued, whether before or after the Petition Date, for payment of obligations described in the Motion to the extent that sufficient funds are on deposit in such amounts.

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition wire transfer requests, in replacement of any checks or wire transfer requests in respect of payments of prepetition obligations described in the Motion that are dishonored or rejected.

7. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois are satisfied by such notice.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. All postpetition payments from a Debtor to another Debtor are hereby accorded superpriority administrative expense status and shall have priority over any administrative claims that arise under section 503(b) of the Bankruptcy Code in accordance with the Court's order approving continued use of the Debtors' cash management system.

11. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

12. The Debtors are authorized but not directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Enter:

Jacqueline P. Cox

J.P. Cox

United States Bankruptcy Judge

Dated:

17 JAN 2013

Prepared by:

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
Sarah Hiltz Seewer

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and Debtors in Possession
Other than Camino Energy Company

- and -

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

From: (312) 857-0910
Esmeralda Martinez
LEO & WEBER
1 N. LASALLE ST
SUITE 3600
CHICAGO, IL 60602

Origin ID: CHIA



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Ship Date: 11JUL13
ActWgt: 2.0 LB
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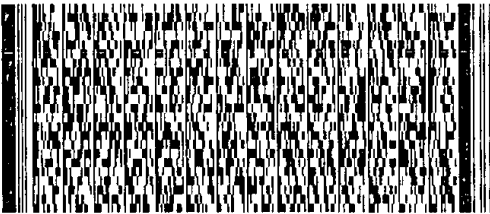
SHIP TO: (312) 857-0910
BILL SENDER
c/o GCG
Edison Mission Energy et al.
5151 Blazer Parkway, Suite A

DUBLIN, OH 43017

Ref # Liberty/Edison
Invoice #
PO #
Dept #

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EXHIBIT B



GENERAL AGREEMENT
OF INDEMNITY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SAFECO NATIONAL INSURANCE COMPANY
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

THIS AGREEMENT is made by the Undersigned in favor of the SAFECO Insurance Companies for the purpose of indemnifying them from all loss and expense in connection with any Bonds for which any SAFECO Insurance Company now is or hereafter becomes Surety for any as Principal: EDISON MISSION ENERGY an Edison International Company, and any and all subsidiaries, now in existence, hereinafter acquired or formed, and any employees thereof.

In consideration of the execution of any such Bonds for Principal and as an inducement to such execution by Surety, the Undersigned, jointly and severally, agree as follows.

DEFINITIONS: Where they appear in this agreement, the following terms shall be considered as defined in this section:

Principal: Any one, combination of, or all of the persons, firms or corporations set forth above or their successors in interests, whether alone or in joint venture with others not named herein.

Bond: Any and all bonds, undertakings or instruments of guarantee and any renewals or extensions thereof executed by Surety on behalf of Principal.

Surety: Any one or combination of the following: SAFECO Insurance Company of America; General Insurance Company of America; First National Insurance Company of America; SAFECO National Insurance Company; any person or company joining with any of the aforesaid companies in executing any Bond, executing any Bond at their request or providing reinsurance to them with respect to any Bond.

INDEMNITY TO SURETY: Undersigned agree to pay to Surety upon demand:

1. All loss and expense, including reasonable attorney fees, incurred by Surety by reason of having executed any Bond or incurred by it on account of any breach of this agreement by any of the Undersigned;
2. An amount sufficient to discharge any claim made against Surety on any Bond. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss on any bond;
3. Any premium due for any Bond, computed according to the rates currently charged by Surety, including renewal premiums until proof satisfactory to surety is furnished of its discharge from liability under any Bond.

With respect to claims against Surety:

1. Surety shall have the exclusive right for itself and the Undersigned to determine in good faith whether any claim or suit upon any Bond shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
2. Surety may incur such expenses, including reasonable attorneys' fees, as deemed necessary or advisable in the investigation, defense and payment of such claims.
3. Surety's determination in good faith of the foregoing shall be final and conclusive upon the Undersigned.
4. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety in any claim or suit by Surety against Undersigned.
5. Separate suits may be brought under this agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by Surety.
6. Undersigned authorize Surety to join any and all of the Undersigned as parties defendant in any action, regardless of venue, against Surety on account of any Bond, and to enforce the obligations hereunder directly against any of the undersigned without the necessity of first proceeding against the Principal.

GENERAL PROVISIONS:

1. Assent by Surety to changes in any Bond or refusal to assent shall not release or affect the obligations of Undersigned to Surety.
2. Surety shall have the right to decline to execute any Bond.
3. Surety shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration, and the right of subrogation.
4. Until Surety shall have been furnished with competent evidence of its discharge, without loss from any Bonds, Surety shall have the right to free access at reasonable times to the books, records and accounts of each of the Undersigned for the purpose of examining them. Each one of the Undersigned hereby authorizes any depositories in which funds of any of the undersigned may be deposited to furnish to Surety the amount of such deposits as of any date requested, and any legal entity doing business with the Undersigned is authorized to furnish any information requested by Surety concerning any transaction. Surety may furnish in confidence copies of any information, which it now has or may hereafter obtain concerning each of the Undersigned, to other persons or companies for the purpose of procuring co-suretyship or reinsurance or of advising interested persons or companies.
5. The Undersigned will, on request of Surety, procure the discharge of Surety from any Bond and all liability by reason thereof. If such discharge is unattainable, the Undersigned will, if requested by Surety, either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such bond or bonds; or make provisions acceptable to Surety for the funding of the bonded
6. Undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each Bond.
7. In case the execution hereof by any of the Undersigned may be defective or invalid for any reason, such defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder of any other of the Undersigned. Invalidity of any provision of this agreement by reason of the laws of any state or for any other reason shall not render the other provisions hereof invalid.
8. Execution by Principal or any of the Undersigned of any application for any Bond or of any other agreement of indemnity in behalf of Principal, or the taking of indemnity of any other person by Surety with respect to any Bond of Principal, shall in no way be deemed to waive, diminish or abrogate any rights of Surety under this agreement.
9. All parties agree that any microfilmed, scanned or electronically digitized copy of this document made by Surety as part of its record storage and retention program shall be as effective as the original for all purposes.

TERMINATION: This agreement is a continuing obligation of the Undersigned unless terminated as provided in this paragraph. An Undersigned desiring to terminate liability as to future Bonds of Principal, must:

1. Give written notice to Surety at its home office, Seattle, Washington 98185, by certified or registered mail of such
2. State in such notice the effective date (not less than thirty days after the receipt of notice by Surety) of termination of such Undersigned's liability for future Bonds.

After the effective date of termination, the Undersigned giving notice shall be or remain liable hereunder for Bonds executed, authorized, renewed, or extended prior to such date.

Such termination of liability as to an Undersigned shall in no way affect the obligation of any other Undersigned who has not given notice as herein provided.

EXECUTED this 12th day of September, 1999

Edison Mission Energy

Attest:

By: Maria [Signature]

By: [Signature] (seal)

ALL SIGNATURES MUST BE ACKNOWLEDGED.

SEP 09

STATE OF CALIFORNIA

)

COUNTY OF ORANGE

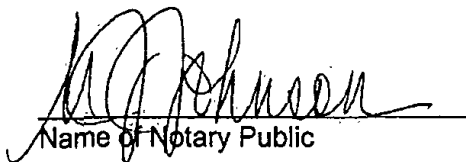
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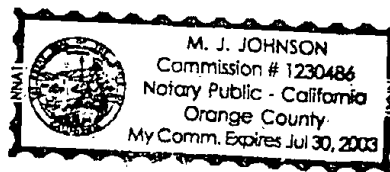
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09.22.99

On September 14, 1999, before me, M. J. Johnson, a notary public, personally appeared Mark E. Irwin and Maria Litos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon which the persons acted, executed the instrument.

WITNESS my hand and official seal.


Name of Notary Public



Notary Expiration Date: July 30, 2003

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