

CSD 2015 [05/01/23]

Name, Address, Telephone No. & I.D. No.  
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Attorneys for the Co-Liquidating Trustee

**UNITED STATES BANKRUPTCY COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
325 West F Street, San Diego, California 92101-6991

In Re

Borrego Community Health Foundation,

Debtor(s)

BANKRUPTCY NO. 22-02384-LT11

## OBJECTION TO CLAIM AND NOTICE THEREOF

TO: Debra Doran, the United States Trustee, and All Other Parties in Interest

The ☐ Trustee ☒ Debtor ☐ Chapter 13 Trustee, except to the extent already paid by the Chapter 13 trustee, objects to the allowance of Court

Claim No. 177, (or if no Court number assigned, Trustee Claim No.     ) of Debra Doran

(Name of Creditor)

filed for \$ **\$128,450.00** , on the grounds it:

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Duplicates Claim No. _____ filed by _____                                     |
| <input type="checkbox"/>            | The claim was filed after the expiration of the last date to file claims.     |
| <input type="checkbox"/>            | Does not include an itemized statement of the account.                        |
| <input type="checkbox"/>            | Does not include a copy of the underlying judgment.                           |
| <input checked="" type="checkbox"/> | Does not include a copy of the security agreement and evidence of perfection. |
| <input type="checkbox"/>            | Does not include a copy of the writing upon which it is based.                |
| <input type="checkbox"/>            | Fails to assert grounds for priority.   |

For the following objections, attach and serve affidavits or declarations in accordance with LBR 9013-7(a)(1):

- ☐ Appears to include interest or charges accrued after the filing of this case on
- ☐ Other [State grounds and cite applicable Code section or case authority.]:

If you object to the proposed action:

1. **You are required** to obtain a hearing date and time from the appropriate Courtroom Deputy for the judge assigned to your bankruptcy case. Determine which deputy to call by looking at the Bankruptcy Case No. in the above caption of this notice. If the case number is followed by the letters:

-	MM	-	call	(619) 557-7407	-	DEPARTMENT ONE (Room 218)
-	LT	-	call	(619) 557-6018	-	DEPARTMENT THREE (Room 129)
-	CL	-	call	(619) 557-6019	-	DEPARTMENT FIVE (Room 318)



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CSD 2015 [05/01/23]

2. **Within 30<sup>1</sup> days from the date of service of this motion**, you are further required to serve a copy of your **Declaration in Opposition to Motion** and separate **Request and Notice of Hearing** [Local Form CSD 1184] upon the undersigned moving party, together with any opposing papers. The opposing declaration must be signed and verified in the manner prescribed by FRBP 9011, and the declaration must:
- a. identify the interest of the opposing party; and
  - b. state, with particularity, the grounds for the opposition.
3. **You must** file the original of the Declaration and Request and Notice of Hearing with proof of service with the Clerk of the U.S. Bankruptcy Court at 325 West F Street, San Diego, California 92101-6991, no later than the next business day following the date of service.
- If you fail to serve your “Declaration in Opposition to Intended Action” and “Request and Notice of Hearing”** within the 30-day<sup>1</sup> period provided by this notice, **no hearing will take place**, you will lose your opportunity for hearing, and the debtor or trustee may proceed to take the intended action.

I hereby declare under penalty of perjury that the objection set forth above is true and correct to the best of my information and belief.

DATED: 3/7/2025

/s/ Tania M. Moyron

Tania M. Moyron, Attorney for the Post-Effective Date  
Debtor and the Co-Liquidating Trustee]

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601 SOUTH FIGUEROA STREET, SUITE 2500  
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Attorneys for the Co-Liquidating Trustee

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

In re

BORREGO COMMUNITY  
HEALTH FOUNDATION,

Debtor and Debtor in  
Possession.

Case No. 22-02384-11

Chapter 11 Case

Judge: Honorable Laura S. Taylor

**DECLARATION OF ISAAC LEE IN  
SUPPORT OF OBJECTION TO  
CLAIM 177, FILED BY DEBRA  
DORAN**

DENTONS US LLP  
601 SOUTH FIGUEROA STREET, SUITE 2500  
LOS ANGELES, CALIFORNIA 90017-5704  
(213) 623-9300

1 I, Isaac Lee, hereby state and declare as follows:

2 1. I am the Co-Liquidating Trustee of the BCHF Liquidating Trust (the  
3 “Liquidating Trust”).

4 2. I am a Managing Director at Ankura with more than 20 years of  
5 operational and financial restructuring experience. I have advised numerous  
6 companies on turnaround plan development and evaluation, liquidity improvement  
7 initiatives, asset dispositions, liability management and bankruptcy filing  
8 preparation. I have also assisted in managing and administering companies during  
9 this chapter 11 case. Additionally, I have prior experience with health care providers,  
10 including a nine surgical center system and had senior level responsibilities on two  
11 prior engagements where Ankura has been involved as Chief Restructuring Officer.

12 3. I received my MBA from the Tuck School at Dartmouth College and  
13 my BS in Business Administration from the University of Southern California.

14 4. I am knowledgeable and familiar with the Debtor’s day-to-day  
15 operations, business, and financial affairs, restructuring efforts and the circumstances  
16 leading to the commencement of this chapter 11 case. Except as otherwise indicated  
17 herein, this declaration is based upon my personal knowledge, my review of relevant  
18 documents (or the review of others under my supervision), information provided to  
19 me by former employees of the Debtor, the Liquidating Trust’s legal and financial  
20 advisors, or my opinion based upon my experience, knowledge, and information  
21 concerning the Debtor and the medical industry. If called upon to testify, I would  
22 testify competently to the facts set forth in this Declaration.

23 5. I make this declaration (the “Declaration”) in support of the *Objection*  
24 *to Claim 177*, filed by Debra Doran (the “Objection”).

25 6. I incorporate by reference into this Declaration my *Declaration in*  
26 *Support of Emergency First Day Motions* [Docket No. 7].

27 7. On November 22, 2022, the Claimant filed secured Proof of Claim  
28 Number 177 (“Claim 177”) in the amount of \$128,450.00, a copy of which is attached

1 hereto as **Exhibit A**. Claim 177 was filed in connection with Pacific Life 156 plan  
2 policy #VF80453040 (the “Policy”), and Claimant’s contributions to such Policy.

3 8. I am informed and believe that the Policy was still in effect at the time  
4 of the Debtor’s bankruptcy filing, and, as a result of Claimant still making payments  
5 on it, is still in effect. The Debtor’s books and records do not reflect that any amount  
6 is owed on account of Claim 177.

7 9. The Post-Effective Date Debtor and the Liquidating Trustees expressly  
8 reserve their rights to amend, modify, or supplement this Objection to Claim 177, or  
9 file a new objection to assert objections to Claim 177. Should the grounds for  
10 disallowance of the Claim as stated in this Objection be deemed insufficient, the Post-  
11 Effective Date Debtor and the Liquidating Trustees reserve their rights to object to  
12 the Claim on any other grounds.

13 I declare under penalty of perjury that, to the best of my knowledge and after  
14 reasonable inquiry, the foregoing is true and correct.

15 Executed this 7th day of March 2025, at Los Angeles, California.

16  
17 /s/ Isaac Lee  
Isaac Lee

DENTONS US LLP  
601 SOUTH FIGUEROA STREET, SUITE 2500  
LOS ANGELES, CALIFORNIA 90017-5704  
(213) 623-9300

# EXHIBIT A

Fill in this information to identify the case:

Debtor Borrego Community Health Foundation

United States Bankruptcy Court for the: Southern District of California  
 (State)

Case number 22-02384

# Official Form 410 Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Debra Doran</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>none</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> <u>Debra Doran</u> <u>40604 Pine Grove St</u> <u>Indio, CA 92203, United States</u>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>7608995312</u> Contact email <u>chapitae@aol.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): <u>none</u>	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6.	<b>Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>3040</u>	
7.	<b>How much is the claim?</b> \$ <u>17449.36</u>	<b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8.	<b>What is the basis of the claim?</b> Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Pacific Life 156 Plan Participant</u>		
9.	<b>Is all or part of the claim secured?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature or property:</b>  <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .  <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>Pacific Life 156 plan Policy Policy # VF80453040</u>  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> <u>\$ 128450.00</u> <b>Amount of the claim that is secured:</b> <u>\$ 128450.00</u> <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> <u>\$ 17449.36</u>  <b>Annual Interest Rate</b> (when case was filed) <u>7.56</u> % <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable		
10.	<b>Is this claim based on a lease?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____		
11.	<b>Is this claim subject to a right of setoff?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____		





## 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No☒ Yes. Check all that apply:

## Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☒ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 128450.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

## 13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☐ No☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 295.00/monthly

## Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/23/2022  
MM / DD / YYYY

/s/Debra Norene Doran  
Signature

## Print the name of the person who is completing and signing this claim:

Name Debra Norene Doran  
First name Middle name Last name

Title Licensed Vocational Nurse

Company Borrego Health  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



## KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0670 | International (310) 751-2670

<b>Debtor:</b> 22-02384 - Borrego Community Health Foundation <b>District:</b> Southern District of California, San Diego Division		
<b>Creditor:</b> Debra Doran 40604 Pine Grove St Indio, CA, 92203 United States <b>Phone:</b> 7608995312 <b>Phone 2:</b> 7608995330 <b>Fax:</b> <b>Email:</b> chapitae@aol.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> none	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Pacific Life 156 Plan Participant	<b>Last 4 Digits:</b> Yes - 3040	<b>Uniform Claim Identifier:</b> none
<b>Total Amount of Claim:</b> 17449.36	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> Yes	<b>Priority Under:</b> 11 U.S.C. §507(a)(5): 128450.00	
<b>Has Secured Claim:</b> Yes: 128450.00 <b>Amount of 503(b)(9):</b> Yes: 295.00/monthly <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> Other Describe: Pacific Life 156 plan Policy Policy # VF80453040 <b>Value of Property:</b> 128450.00 <b>Annual Interest Rate:</b> 7.56%, Variable <b>Arrearage Amount:</b> 17449.36 <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Debra Norene Doran on 23-Nov-2022 2:20:31 a.m. Eastern Time <b>Title:</b> Licensed Vocational Nurse <b>Company:</b> Borrego Health		



October 1, 2021–September 30, 2022 | Policy: VF80433040 | Page 1 of 12

Life Insurance Division

P.O. Box 2030, Omaha, NE 68103-2030

MB 02 001346 88265 H 15 A

|||||

DEBRA DORAN

40604 PINE GROVE ST

INDIO, CA 92203-2111

## Annual Policy Statement

PACIFIC INDEXED ACCUMULATOR III INDEXED UNIVERSAL LIFE INSURANCE

**Policyowner:** DEBRA DORAN

**Insured:** DEBRA DORAN

For questions, please call JAMES B HEBETS at 602-840-7505. You may also contact Pacific Life Client Services at 800-347-7787 or visit us online at [www.PacLife.co/MLA](http://www.PacLife.co/MLA).

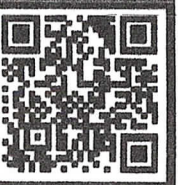
### Important Note(s)

The full version of this statement, including Supplemental Policy Information, is available online at [www.PacLife.co/MLA](http://www.PacLife.co/MLA), or by contacting us.

### New "Run/Request an Inforce Illustration" Tool Available

We are excited to offer a new contactless self-service tool on My Life Insurance Account (MLA) to quickly run inforce illustrations instantly, 24/7. See Additional Policy Information for more detail.

To access additional policy information including current indexed account rates, or to enroll in eDelivery, scan this code with your mobile device's camera. This will take you to our policyowner website, My Life Insurance Account.



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PACIFIC LIFE

## Your Policy Performance During This Period

### Death Benefit Values as of 9/30/22

Net Death Benefit	\$128,450.00
Death Benefit Option	Face Amount plus Accumulated Value

### Changes to Accumulated Value

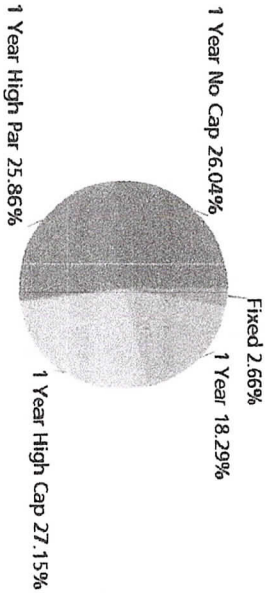
	Policy Quarter 7/1/22–9/30/22	Policy Year 10/1/21–9/30/22
Accumulated Value at start of period	\$9,879.94	\$8,016.34
Premiums	885.00	3,540.00
Fixed Account Interest	0.79	3.10
Indexed Account Interest	0.00	451.76
Policy Charges	-415.73	-1,661.20
Withdrawals	0.00	0.00
Accumulated Value at end of period	\$10,350.00	\$10,350.00
Surrender Charge	-1,459.12	-1,459.12
Net Cash Surrender Value	\$8,890.88	\$8,890.88

### Maximum Loan Available (2 options)

Alternate Loan (4.40% current rate)	\$8,533.49
Standard Loan (2.25% fixed rate)	\$8,533.49

### Account Allocations and Performance as of 9/30/22

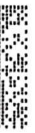
#### % OF ACCUMULATED VALUE (AV)



Your Policy's Average Interest Rate: 7.56%\*

\*The weighted average annualized interest rate of all your matured segments and Fixed Account interest since policy issue, without charges and/or any values in the Loan Account. See Additional Policy Information for details.

Account	Avg. Interest Rate* (since policy issue)	Account Value	% Of AV
Fixed Account (current interest rate: 2.25%)	2.77%	\$275.63	2.66%
1 Year Indexed Account	6.02%	\$1,892.05	18.29%
1 Year High Cap Indexed Account	8.02%	\$2,809.29	27.15%
1 Year High Par Indexed Account	5.67%	\$2,678.20	25.86%
1 Year No Cap Indexed Account	10.60%	\$2,694.83	26.04%
Total of Indexed Accounts	7.72%	\$10,074.37	97.34%
Total of All Accounts	7.56%	\$10,350.00	100.00%



## Transfer

### Instructions

#### REMEMBER THE TRANSFER DEADLINE

We must receive your payment and instructions by 1 p.m. Pacific Time, two business days prior to the 15th, in order to apply them to that month's transfer.

\*A monthly Indexed Account Charge Rate of 0.0666% is assessed against any Account Value in the 1 Year High Cap Indexed Account. The resulting charge is taken as part of the Monthly Deduction. Please see your Policy for details.

### Payment Transfers

Premium and loan payments are applied to the Fixed Account. On the next eligible Transfer Date, we will transfer the payment as follows:

1 Year Indexed Account	25.00%
1 Year High Cap Indexed Account*	25.00%
1 Year High Par Indexed Account	25.00%
1 Year No Cap Indexed Account	25.00%

Actual transfer amounts may be limited to the balance of the Fixed Account as of the applicable Transfer Date.

### Segment Maturity Transfers

When an indexed segment matures, we transfer its maturing value as follows:

1 Year High Cap Indexed Account transfers to:	
1 Year High Cap Indexed Account*	100.00%
1 Year High Par Indexed Account transfers to:	
1 Year High Par Indexed Account	100.00%
1 Year Indexed Account transfers to:	
1 Year Indexed Account	100.00%
1 Year No Cap Indexed Account transfers to:	
1 Year No Cap Indexed Account	100.00%

### Scheduled Indexed Transfers

You are currently not enrolled in Pacific Life's Scheduled Indexed Transfer (SIT) program. This program enables you to automate transfers from the Fixed Account to any combination of indexed accounts on a quarterly or monthly basis. Allocating premium over multiple segments may help lessen the impact of any index volatility to your policy's long-term performance. Please contact us for more information.





PACIFIC LIFE

## Matured Segments

Segment Maturity Notices are available online at the close of each open segment. You can access them online at [www.PacLife.com/LIA](http://www.PacLife.com/LIA), or by contacting us.

Account	Segment Term	Average Segment Monthly Balance <sup>1</sup>	Segment Indexed Interest Rate <sup>2</sup>	Segment Indexed Interest Credit <sup>3</sup>	Segment Ending Value <sup>4</sup>	Total Segment Maturity Value <sup>5</sup>
1 Year Indexed Account	10/15/20-10/15/21	\$120.31	8.50%	\$1023	\$120.31	\$130.54
	11/15/20-11/15/21	99.48	8.50%	846	99.48	107.94
	12/15/20-12/15/21	104.67	8.50%	890	104.67	113.57
	1/15/21-1/15/22	95.19	8.50%	809	95.19	103.28
	2/15/21-2/15/22	128.67	8.50%	1094	128.67	139.61
	3/15/21-3/15/22	155.62	5.14%	801	155.62	163.63
	4/15/21-4/15/22	150.96	6.50%	981	150.96	160.77
	5/15/21-5/15/22	120.04	0.00%	000	120.04	120.04
	6/15/21-6/15/22	113.14	0.00%	000	113.14	113.14
	7/15/21-7/15/22	89.93	0.00%	000	89.93	89.93
	8/15/21-8/15/22	90.16	0.00%	000	90.16	90.16
	9/15/21-9/15/22	89.03	0.00%	000	89.03	89.03
1 Year High Cap Indexed Account	10/15/20-10/15/21	288.18	11.00%	31.70	288.18	319.88
	11/15/20-11/15/21	179.19	11.00%	19.71	179.19	198.90
	12/15/20-12/15/21	251.13	11.00%	27.62	251.13	278.75
	1/15/21-1/15/22	134.25	11.00%	14.77	134.25	149.02
	2/15/21-2/15/22	214.32	11.00%	23.58	214.32	237.90
	3/15/21-3/15/22	267.01	5.14%	13.74	267.01	280.75
	4/15/21-4/15/22	161.23	6.50%	10.47	161.23	171.70
	5/15/21-5/15/22	158.78	0.00%	0.00	158.78	158.78
	6/15/21-6/15/22	153.22	0.00%	0.00	153.22	153.22
	7/15/21-7/15/22	130.25	0.00%	0.00	130.25	130.25
	8/15/21-8/15/22	132.15	0.00%	0.00	132.15	132.15
	9/15/21-9/15/22	127.49	0.00%	0.00	127.49	127.49
1 Year High Par Indexed Account	10/15/20-10/15/21	278.98	7.00%	19.53	278.98	298.51
	11/15/20-11/15/21	170.35	7.00%	11.92	170.35	182.27
	12/15/20-12/15/21	235.40	7.00%	16.48	235.40	251.88
	1/15/21-1/15/22	128.20	7.00%	8.97	128.20	137.17
	2/15/21-2/15/22	201.99	7.00%	14.14	201.99	216.13

## Matured Segments, cont'd.

Account	Segment Term	Average Segment Monthly Balance <sup>1</sup>	Segment Indexed Interest Rate <sup>2</sup>	Segment Indexed Interest Credit <sup>3</sup>	Segment Ending Value <sup>4</sup>	Total Segment Maturity Value <sup>5</sup>
	3/15/21–3/15/22	258.42	7.00%	18.09	258.42	276.51
	4/15/21–4/15/22	156.06	7.00%	10.92	156.06	166.98
	5/15/21–5/15/22	154.68	0.00%	0.00	154.68	154.68
	6/15/21–6/15/22	150.16	0.00%	0.00	150.16	150.16
	7/15/21–7/15/22	127.68	0.00%	0.00	127.68	127.68
	8/15/21–8/15/22	124.45	0.00%	0.00	124.45	124.45
	9/15/21–9/15/22	121.28	0.00%	0.00	121.28	121.28
1 Year No Cap Indexed Account	10/15/20–10/15/21	274.12	17.22%	47.20	274.12	321.32
	11/15/20–11/15/21	174.81	19.11%	33.41	174.81	208.22
	12/15/20–12/15/21	253.51	17.05%	43.22	253.51	296.73
	1/15/21–1/15/22	137.22	12.85%	17.63	137.22	154.85
	2/15/21–2/15/22	218.88	1.93%	4.22	218.88	223.10
	3/15/21–3/15/22	364.04	0.00%	0.00	364.04	364.04
	4/15/21–4/15/22	39.45	0.00%	0.00	39.45	39.45
	5/15/21–5/15/22	39.43	0.00%	0.00	39.43	39.43
	6/15/21–6/15/22	165.68	0.00%	0.00	165.68	165.68
	7/15/21–7/15/22	136.75	0.00%	0.00	136.75	136.75
	8/15/21–8/15/22	144.11	0.00%	0.00	144.11	144.11
	9/15/21–9/15/22	130.65	0.00%	0.00	130.65	130.65

<sup>1</sup>Average Segment Monthly Balance equals the average of the Segment Monthly Balances over the Segment Term. Segment Monthly Balance equals the amount transferred to the Segment less any Segment Deductions.

<sup>2</sup>For Indexed accounts other than a No Cap Account, the Segment Indexed Interest Rate reflects any growth in the Index multiplied by the Participation Rate, subject to the Growth Cap, that exceeds the Cumulative Segment Guaranteed Interest Rate (also referred to as the Floor). For No Cap Indexed Accounts, the Segment Indexed Interest Rate reflects any growth in the Index exceeding the Index Threshold rate, multiplied by the Participation Rate, and subject to the Floor.

<sup>3</sup>Segment Indexed Interest Credit equals the Segment Monthly Balance multiplied by the Segment Indexed Interest Rate.

<sup>4</sup>Segment Ending Value is referred to as the "Segment Value as of the prior day" in your policy. This is the value of the Segment, including any Cumulative Segment Guaranteed Interest, but before applying the Segment Indexed Interest Credit.

<sup>5</sup>Total Segment Maturity Value is the ending segment value, which includes all segment credits calculated at segment maturity plus applicable benefits, if any.





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Policy Activity  
by Date

Date	Premiums	Fixed Account Interest <sup>1</sup>	Indexed Account Interest	Policy Charges <sup>2</sup>	Withdrawals
10/1/21	--	\$0.01	--	-\$118.75	--
10/15/21	--	--	\$108.66	--	--
10/25/21	\$295.00	--	--	-19.47	--
11/1/21	--	0.27	--	-118.80	--
11/15/21	--	--	73.50	--	--
11/25/21	295.00	--	--	-19.47	--
12/1/21	--	0.25	--	-118.84	--
12/15/21	--	--	96.22	--	--
12/25/21	295.00	--	--	-19.47	--
1/1/22	--	0.27	--	-118.88	--
1/15/22	--	--	49.46	--	--
1/25/22	295.00	--	--	-19.47	--
2/1/22	--	0.27	--	-118.92	--
2/15/22	--	--	52.88	--	--
2/25/22	295.00	--	--	-19.47	--
3/1/22	--	0.22	--	-118.96	--
3/15/22	--	--	39.84	--	--
3/25/22	295.00	--	--	-19.47	--
4/1/22	--	0.27	--	-119.00	--
4/15/22	--	--	31.20	--	--
4/25/22	295.00	--	--	-19.47	--
5/1/22	--	0.25	--	-119.03	--
5/25/22	295.00	--	--	-19.47	--
6/1/22	--	0.27	--	-119.06	--
6/25/22	295.00	--	--	-19.47	--
6/30/22	--	0.23	--	--	--
7/1/22	--	0.02	--	-119.08	--
7/25/22	295.00	--	--	-19.47	--
8/1/22	--	0.27	--	-119.11	--
8/25/22	295.00	--	--	-19.47	--
9/1/22	--	0.27	--	-119.13	--





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# Policy Activity by Date, cont'd.

Date	Premiums	Fixed Account Interest <sup>1</sup>	Indexed Account Interest	Policy Charges <sup>2</sup>	Withdrawals
9/25/22	295.00	--	--	-19.47	--
9/30/22	--	0.23	--	--	--
<b>TOTALS</b>	<b>\$3,540.00</b>	<b>\$3.10</b>	<b>\$451.76</b>	<b>-\$1,661.20</b>	<b>\$0.00</b>

<sup>1</sup>Fixed Account Interest includes \$3.10 earned on the Fixed Account.

<sup>2</sup>Policy Charges are the total charges deducted from the Accumulated Value, as described in your policy. Charges during this period include -\$131.16 for cost of insurance, -\$1,276.32 for expense charges, \$0.00 for additional benefits and riders, and -\$233.64 for premium load. The 1 Year High Cap Indexed Account Option charge was -\$20.08.



PACIFIC LIFE

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## Policy Detail

### Premium Information

Planned monthly premium amount for next year:	\$295.00
Planned annual premium amount for next year:	\$3,540.00
Premiums paid since issue:	\$16,859.36

### Guideline Premium Amounts

Guideline Level Premium amount for next policy year:	\$3,774.04
Guideline Single Premium amount:	\$24,887.74

The Guideline Premium amounts are used, with other factors, to determine the maximum allowable premiums.

### Coverage Information

POLICY START DATE

10/1/2017

HOW YOUR NET DEATH BENEFIT IS CALCULATED

Death Benefit Option: Face Amount plus Accumulated Value

Name of Coverage/Riders	Amount	Person Covered
Basic Coverage	\$118,100.00	DEBRA DORAN
Total Face Amount	\$118,100.00	
Accumulated Value	\$10,350.00	
Total Death Benefit	\$128,450.00	
Net Death Benefit	\$128,450.00	

#### OTHER RIDERS<sup>1</sup>

Alternate Loan Rider  
Conversion Rider  
No Lapse Guarantee Rider  
Overloan Protection II Rider

<sup>1</sup>Please see "Additional Policy Information" for important notes about this/these rider(s).

### Individuals and Entities Associated with this Policy

Insured	DEBRA DORAN	Producer	JAMES B HERBETS
Payor	DEBRA DORAN	Policyowner	DEBRA DORAN <sup>2</sup>
Beneficiary	DONALD DORAN		

<sup>2</sup>Received a copy of the statement.







## Additional Policy Information

### Monitoring your policy

It is important for you to review the performance of your policy to ensure your insurance needs and financial objectives are being met. You will also want to monitor the timing of any future actions required for you to exercise optional benefits that you determine to be appropriate.

### Reporting Discrepancies

If you identify an error on a confirmation, quarterly, or annual statement, you must notify us in writing as soon as possible to ensure proper accounting to your policy. We assume transactions are accurate unless you notify us in writing within 90 days from the date of the transaction confirmation on which the error occurred, or if the transaction is first confirmed on the quarterly statement, within 90 days after the quarterly statement date. All transactions are deemed final and may not be changed after the applicable 90 day period. When you write us, include your name, policy number and description of the identified error.

### Status of Your Policy's Non-Guaranteed Elements

Your policy includes elements that may be changed at Pacific Life's discretion but cannot be less favorable to you than the policy's guarantees. These are referred to as your policy's "non-guaranteed elements".

### Current Policy Illustration Available

You should consider requesting more detailed information about your policy to understand how it may perform in the future. You should not consider replacement of your policy or make changes in your coverage without requesting a current illustration. You may request, without charge, such an illustration by contacting your producer, or by calling Pacific Life at (800) 347-7787, or by writing to Pacific Life at P.O. Box 2030, Omaha, NE 68103-2030. If you do not receive a current illustration of your policy within 30 days from your request, you should contact your state insurance department.

### Current Interest Rate(s) Applicable to Unloaned Value (Fixed Account)

Effective Dates	Declared Rates
10/01/21–09/30/22	2.25%

The interest earned on your policy's unloaned value for the past policy year reflects an average declared rate of 2.25%

During this reporting period, Pacific Life made no change to the scale of non-guaranteed elements applicable to your policy.

### Indexed Account Contract Names

The 1 Year High Par Indexed Act or 1 Year High Par are referred to as the 1 Year Indexed Account 3 in your policy. The 1 Year No Cap Indexed Account or 1 Year No Cap Indexed Act are referred to as the 1 Year Indexed Account 4 in your policy. The 1 Year High Cap Indexed Act or 1 Year High Cap are referred to as the 1 Year Indexed Account 5 in your policy.

### Details about the Overloan Protection Rider

Your policy automatically includes the Overloan Protection Rider. There is no charge for this rider unless you exercise the rider. However, there is a minimum policy premium requirement in the first five (5) policy years to retain the rider. The minimum amount is shown below. If you do not pay this amount during the first five years, the rider will terminate. This will not impact your other policy coverage. This rider's benefits are generally used by policyowners who plan to pay maximum premiums and later take maximum, scheduled distributions in the form of policy loans. You should discuss your life insurance needs and objectives with your life insurance producer to determine whether this rider's benefits are appropriate for you.

Minimum five-year total premium required to retain this rider:	\$11,241.93
Total premiums already received, less any loans and withdrawals:	\$16,859.36
<b>Additional premium that must be paid by 10/1/22, the policy 5th anniversary, to keep the rider active thereafter (assuming no further loans or withdrawals are taken)</b>	<b>\$0.00</b>

### Details about the Average Interest Rate (AIR)

The AIR is the weighted average of the policy's gross annualized Segment Index Interest Rate and Segment Guaranteed Interest Rate for each matured segment since the policy's issue date, and the gross annualized fixed rate of interest earned on the Fixed Account. Gross rates refer to rates without the impact of any bonuses or deductions – such as loans, policy charges, or withdrawals, etc. Performance net of policy fees and charges would be lower after all such charges are deducted. The weightings used in the calculation are based on the average segment balance for each indexed segment. For the Fixed Account, weightings are based on the averaged Fixed Account value after charges. The weightings also take into consideration the duration of each segment. Segments that have not matured as of the statement date and any values in the Loan Account are not included in the calculation. The AIR is based on past performance and does not guarantee future results.

### Change Address Online

Need to update your address? You can change your address online by accessing your account at [www.PacLife.com/ILA](http://www.PacLife.com/ILA).

### CONTACT INFORMATION FOR THE LIFE INSURANCE DIVISION:

Pacific Life Insurance, Life Insurance Division, P.O. Box 2030, Omaha, NE 68103-2030  
Phone: 800-347-7787  
Email: [policy.service@Pacifilife.com](mailto:policy.service@Pacifilife.com)



## Additional Policy Information, cont'd.

### Index Disclosures

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### Designation of Additional Person(s) to Receive Notice of Lapse or Termination

You may designate at least one person other than yourself to receive notice of lapse or termination of your policy for non-payment of premium. You may also change your designation at any time.

### Important Information from the State of California Department of Insurance

If you are considering making changes in the status of your policy, you should consult with a licensed insurance or financial advisor. For more information, you may contact your Pacific Life Representative or the California Department of Insurance at 800-927-HELP or [www.insurance.ca.gov](http://www.insurance.ca.gov).

### New "Run/Request an Inforce Illustration" Tool Available

Now, you can quickly run illustrations instantly, 24/7 from My Life Insurance Account (MLA) with a choice of three frequently requested scenarios: As-Is Planned Premium, Stop Pay, and Solve for Premium to maturity or to age 120. You can also request other scenarios by selecting and filling out the illustration request form.

- Simple Access- Log into your registered account in MLA at [www.PacLife.co/MLA](http://www.PacLife.co/MLA) and select the "Self Service Policy Management" option
- Easily View- Access generated Illustrations under "View Past Inforce Illustration"
- Easily Share- Print, email, and/or save

There are even more online self-service tools on MLA to help you manage your Pacific Life policy online anytime, anywhere. Initiate a claim, run reports, download popular forms, and more!

If you have questions, contact Customer Service at 800-347-7787.



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**CERTIFICATE OF SERVICE**

I, the undersigned whose address appears below, certify:

That I am, and at all relevant times was, more than 18 years of age;

That on 7th day of March, 2025, I served a true copy of this OBJECTION TO CLAIM AND NOTICE THEREOF, together with the following pleadings on the following persons listed below by the mode of service shown below:

Pleadings: Objection to Claim and Notice Thereof; Declaration of Isaac Lee in Support of  
Objection to Claim 177, Filed by Debra Doran

**1. To Be Served by the Court via Notice of Electronic Filing ("NEF"):**

Under controlling Local Bankruptcy Rules(s) ("LBR"), the document(s) listed above will be served by the court via NEF and hyperlink to the document. On March 7, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the e-mail address(es) indicated and/or as checked below:

☐ Chapter 7 Trustee:

☒ For Chpt. 7, 11, & 12 cases:  
UNITED STATES TRUSTEE  
ustp.region15@usdoj.gov

☐ For Chapter 13 cases assigned to:  
MICHAEL KOCH, TRUSTEE  
mkoch@ch13.sdcoxmail.com

<sup>1</sup>Depending on how you were served, you may have additional time for response. See FRBP 9006.

CSD 2015 [12/01/23]

2. **Served by United States Mail:**

On \_\_\_\_\_, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing accurate copies in a sealed envelope in the United States Mail via 1) first class, postage prepaid or 2) certified mail with receipt number, addressed as follows:

3. **Served by Personal Delivery, Facsimile Transmission, Overnight Delivery, or Electronic Mail:**

Under FRCP 5 and controlling LBR, on \_\_\_\_\_, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission, by overnight delivery and/or electronic mail as follows:

I declare under penalty of perjury under the laws of the United States of America that the statements made in this proof of service are true and correct.

Executed on March 7, 2025  
(Date)

/s/ Nancy H. Brown  
(Typed Name and Signature)  
Nancy H. Brown  
10100 Santa Monica Boulevard, Suite 1300  
(Address)

Los Angeles, CA 90067  
(City, State, ZIP Code)