

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X		
SECURITIES AND EXCHANGE	:	
COMMISSION,	:	
	:	
Plaintiff,	:	
	:	
-v-	:	
	:	
PLATINUM MANAGEMENT (NY) LLC;	:	No. 16-cv-6848 (BMC)
PLATINUM CREDIT MANAGEMENT, L.P.;	:	
MARK NORDLICHT;	:	
DAVID LEVY;	:	
DANIEL SMALL;	:	
URI LANDESMAN;	:	
JOSEPH MANN;	:	
JOSEPH SANFILIPPO; and	:	
JEFFREY SHULSE,	:	
	:	
	:	
Defendants.	:	
-----X		

DECLARATION OF NEAL JACOBSON CONCERNING SCHAFER & WEINER, PLLC

NEAL JACOBSON, declares under penalty of perjury, as follows:

1. I am a Senior Trial Counsel employed by the New York Regional Office of the United States Securities and Exchange Commission (“SEC”).
2. The purpose of this declaration is solely to comply with the SEC’s continuing obligation to advise the Court of what it believes are previously undisclosed conflicts held by professionals appearing before the Court.¹ The SEC knows of the appeal filed by Schafer & Weiner, PLLC (“S&W”) of the Court’s September 26, 2018 order denying its fee application

¹ The SEC had intended to disclose the matters herein in connection with a motion or declaratory judgment action to be brought by the Receiver concerning the Participation Agreement. However, the Receiver has not yet determined whether or when to bring such a motion in view of ongoing settlement discussions. Accordingly, the SEC is making these disclosures now

(Dkt.#s383 & 409), and is not requesting that the Court enter any relief with respect to S&W at this time.²

3. The matters herein came to light during discovery in connection with the Receiver's and the SEC's prior (I) Opposition to Application of Schafer & Weiner, PLLC for Allowance of Compensation and Reimbursement of Expenses Incurred From December 19, 2016 Through June 3, 2017 ("S&W Fee Application"); and (II) Cross-Motion for Disgorgement of Previously Paid Legal Fees ("Objection and Cross Motion"). (Dkt.#s328 & 330)

4. This declaration is based solely on (i) the pleadings filed on the docket in this case; (ii) the document and deposition discovery taken in connection with the Objection and Cross Motion; and (iii) the pleadings filed on the docket in the case styled *PBGC v. Evans Tempcon, Inc., et al.*, No. 14-00782 (W.D. Mich.) (the "PBGC Receivership Case").

I. Factual Record Developed Through Discovery.³

A. S&W's Previously Undisclosed Relationship With Charles Hoebeke.

5. On April 15, 2015, Charles Hoebeke was appointed receiver in the PBGC Receivership Case and S&W was appointed as his counsel in that case. Attached hereto as Exhibit 1 is a true and correct copy of the Order Appointing Receiver in that case. Paragraph 2 of the order appointed Hoebeke as receiver; paragraph 8(n) of the order authorized Hoebeke to retain his firm, Rehmann Turnaround and Receivership Services ("Rehmann") as his financial adviser; and paragraph 8(o) of the order authorized Hoebeke to retain S&W as his counsel.

² The matters raised in this declaration may become relevant in connection with resolution of the Receiver's disputes concerning S&W's receipt of post-receivership payment of pre-receivership fees without Court approval and the validity of the Participation Agreement.

³ The relevant factual background regarding S&W's involvement with the Platinum Receivership is set forth in the Court's September 26, 2018 Memorandum Decision and Order denying S&W's motion for reimbursement of attorneys' fees and expenses (Dkt.#383).

Paragraph 30 of the order provides that, unless a party objects to a monthly fee application within 14 days of its filing, the receiver shall be entitled to pay the fees requested.

6. On April 27, 2015, S&W, on behalf of Hoebeke, moved to retain the law firm of Kreis, Enderle, Hudgins & Borsos, P.C. (“KEHB”), as local counsel to Hoebeke as receiver. A true and correct copy of that motion is attached hereto as Exhibit 2. Attached as exhibit B to the KEHB retention motion is the curriculum vitae of its partner, Sean P. Fitzgerald. The Receivership Court authorized KEHB’s retention on May 27, 2015. A true and correct copy of the retention order is attached hereto as Exhibit 3. As discussed further below, Sean P. Fitzgerald is the attorney who represented Craig Bush, the Participant allegedly found by Hoebeke and who negotiated with Michael E. Baum, the S&W partner in charge of the Platinum engagement, regarding the Participation Agreement.

7. According to the docket in the PBGC Receivership Case, S&W filed 37 fee applications between June 2015 and September 2018, covering the entire period that S&W performed work on behalf of Platinum and the Initial Receiver. A true and correct copy of the docket in the PBGC Receivership Case is attached hereto as Exhibit 4. By my calculation, through September 2018, S&W had been paid a total of \$901,907.75 in fees for its work in the PBGC Receivership Case as Mr. Hoebeke’s primary receivership counsel. Set forth immediately below is a chart I prepared reflecting the docket number of each fee application filed by S&W in the PBGC Receivership Case and the amount of fees requested in each such application, excluding requests for expense reimbursement.

DOCKET NUMBER	FEES REQUESTED (EXCLUDING EXPENSES)
#74	49423
#85	33230
#93	14030

#98	14348.5
#104	31695.5
#112	17401
#115	9162.5
#122	3297
#125	12264
#133	3456.5
#137	5438.5
#148	26715
#157	46664.5
#159	26813
#166	13266.5
#169	12372.5
#172	15996.5
#183	14611.5
#184	6337.5
#197	10238
#198	3659
#206	10823.5
#207	27511.5
#235	32703
#236	15289.5
#237	36267.5
#238	15968
#262	18527.5
#263	23596.25
#264	20728.5
#272	20150.5
#273	64220
#292	92051
#293	89553
#294	64097.5
TOTAL FEES	\$901,907.75

8. Based on the record in this case, the Court and the parties are aware that Mr. Hoebeke was retained by Platinum in 2015 to manage AEX and AO. On April 25, 2017, the Initial Receiver filed a letter motion for approval of the Arabella Settlement Agreement (Dkt.#128). Attached to that motion was a declaration by Michael E. Baum (Dkt.#128-2) (“Baum Declaration”), S&W’s primary engagement partner on the Platinum matter. According

to the Baum Declaration, AEI, the borrower under the Arabella Loan, defaulted in payment on the Arabella Loan in June 2015. (Dkt.#128-2 at ¶7) As a result of the default, Platinum was able to appoint Hoebeke in or about July or August 2015 as sole manager of AEX and AO, guarantors of, and pledgors of assets for, the Arabella Loan. *Id.* at ¶33.

9. Although not disclosed in the Baum Declaration, Mr. Baum testified in his deposition in this case that it was Mr. Baum who recommended Hoebeke to Platinum for the manager position at the time that S&W had a pre-existing attorney-client relationship with Mr. Hoebeke as receiver in the PBGC Receivership Case. Attached hereto as Exhibit 5 is a true and correct copy of selected pages from the August 29, 2018 deposition of Michael E. Baum taken in this case. At page 48 of the deposition Mr. Baum testified that he recommended Mr. Hoebeke to Platinum. Mr. Baum further testified that at the time he recommended Mr. Hoebeke to Platinum he disclosed to David Steinberg, a Platinum employee, that S&W “had a working relationship with Mr. Hoebeke.” *Id.* at 176.

10. In or about June 2016, Platinum executed a guaranty and amended guaranty in favor of the professionals who provided services to Platinum related to the Arabella Loan. The guaranty and amended guaranty purported to grant those professionals a first out participation in the proceeds of the disposition of the Arabella Loan. The guaranty and amended guaranty were executed in favor of S&W and Rehmann, Hoebeke’s turnaround firm, among other professionals. (Dkt.#332-2 at pp. 2 & 9 of 12) In response to a question by Receiver’s counsel, Mr. Baum testified that he agreed that the guaranty and amended guaranty were drafted by S&W “to ensure that S&W and other professionals would be paid.” Ex. 5 at p. 56. In response to additional questioning by Receiver’s counsel, Mr. Baum further agreed that the guaranty and amended guaranty did not oblige the Arabella professionals who were the subject of the guaranties to continue working for a specific duration on behalf of Platinum and Arabella and

did not place any limitations on their ability to stop work if they were not being paid on a timely basis by means other than from liquidation of the assets. *Id.* at pp. 58-59.

11. Mr. Baum also testified that later, at the time that the Participation Agreement was being finalized, there was a possibility that distribution of the proceeds of the agreement might not be made pro rata as contemplated by the previously executed guaranties and first out participation. At that time Mr. Baum suggested that Mr. Hoebeke, as manager, be given discretion to allocate the proceeds of the Participation Agreement in a manner he deemed appropriate “in order to expedite the process.” *Id.* at pp. 126-129. Ultimately, according to a schedule attached by S&W to its final fee application, the proceeds of the Participation Agreement were distributed in early January 2017 as follows:

Retainers		In US Dollars
Forshay & Prostok	Chapter 15 attorneys	\$ 35,000
Miller Johnson	Chapter 11 attorneys	65,000
Maples	Counsel for Liquidators	10,000
Ray Battaglia	Local Chapter 11 attorney	<u>35,000</u>
		145,000
Professional Fees agreed to by the “First Out” participants		
RHSW	Liquidators	15,000
Rehmann	Manager	120,000
Kessler Collins	State litigation attorney	20,000
Stephen O’Connell	Gas and Oil Special Counsel	20,000
Schafer & Weiner	Platinum General Counsel	<u>180,000</u>
		355,000
 Total disbursements from participant funds		 <u>\$500,000</u>

Fee Application, Dkt.#326-4 at p. 68 of 80.

12. Thus, at the time that Mr. Baum recommended that Mr. Hoebeke be appointed manager, that the guaranty and amended guaranty were drafted, and later at the time that the Participation Agreement was negotiated and the decisions regarding the allocation of the proceeds of the agreement were made by Mr. Hoebeke, S&W had an attorney–client relationship

with Mr. Hoebeke pursuant to which S&W was ultimately paid over \$900,000.

13. Mr. Baum testified that he disclosed to Mr. Steinberg a prior working relationship between S&W and Mr. Hoebeke at the time Mr. Hoebeke was retained by Platinum in June 2015, but did not state whether he advised Mr. Steinberg specifically of the attorney-client relationship S&W had with Hoebeke as receiver, or the amount of fees that S&W was being paid by Hoebeke. In addition, Mr. Baum was clear in his testimony that he did *not* remind Mr. Steinberg of the relationship at the time the Participation Agreement was executed in December 2016/January 2017, nor did he ever disclose the relationship with Mr. Hoebeke to Bart Schwartz, the Initial Receiver appointed in this case, or his staff. *Id.* at pp. 176-77. S&W also did not disclose its attorney-client relationship with Mr. Hoebeke in the S&W Fee Application filed with this Court.

14. Mr. Baum also testified in his deposition and stated in his letter to former Judge Rhodes that Sean Fitzgerald represented Craig Bush, the purchaser of the participation pursuant to the Participation Agreement, in connection with the Participation Agreement. *Id.* at pp. 125-126; Dkt.#326-4 at p. 28 of 80. As discussed above, Mr. Fitzgerald was local counsel to Mr. Hoebeke in the Receivership Case and was retained in that capacity on motion by S&W. There is no indication that the relationship between S&W, Mr. Hoebeke, and Mr. Fitzgerald was ever disclosed to Platinum, to the Initial Receiver, or to the Court.

B. S&W Failed To Disclose The Existence Of A Retainer Agreement With Platinum That Capped Its Attorney Fees At \$275 Per Hour.

15. By letter dated August 11, 2015, S&W entered into a retainer agreement with Platinum in connection with the Arabella Loan. A true and correct copy of the retainer agreement is attached hereto as Exhibit 6.

16. The first full paragraph on page 2 of the retainer agreement provides in part as

follows:

S&W agrees to serve as your counsel to represent your interests. If a matter arises which is outside of the scope of this representation, and S&W agrees to perform additional legal work, the additional work will be governed by the terms of this letter unless other arrangements are agreed upon in advance and in writing. S&W reserves the right to require additional funds or a new attorney-client agreement, if necessary, in order to carry out any legal work not contemplated by the Agreement.

17. The scope of the retention is set forth in the “Re:” line and first paragraph of the retainer agreement.

18. Although S&W set forth its normal billing rates under the heading “Billing Procedure” on page 3 of the retainer agreement, it also agreed on page 4 of the agreement to “reduce its hourly rate with respect to this representation (the “Arabella Legal Work”), but not for any other legal services we may provide with respect to any other matter. For the Arabella Legal Work, S&W’s rates for each of the attorneys involved shall be reduced to \$275.00 per hour.”

19. The retainer agreement also states at page 6 that the agreement “constitutes our entire understanding in connection with this Agreement and may be modified only in a writing signed by you and S&W.”

20. Mr. Baum testified that the \$275 cap no longer applied after the work changed from merely monitoring the Arabella Loan to potential litigation concerning the Arabella Assets. Ex. 5 at pp. 28-43. However, S&W has not provided the Receiver or the SEC with any written agreement that modified the original retainer agreement nor any written notice of the change in the engagement matter or billing rates, and the Receiver’s counsel has advised the SEC staff that it has not located any such writings in its files.

21. Although the S&W Fee Application states that S&W saved money for the receivership estate by discounting a portion of its fees to \$275 per hour (Dkt.#329 at p. 9 of 20),

the S&W Fee Application makes no mention of the August 11, 2015 retainer agreement.

Moreover, as is evident from the S&W Fee Application, S&W did not limit the fees charged by its attorneys to \$275.00 as contemplated by the retainer agreement.

C. S&W Knew Since At Least June 2017 That Cooley LLP Denied Having Reviewed Or Approved The Participation Agreement

22. In its Response, S&W asserted at least twice that Cooley LLP, counsel to the Initial Receiver, had reviewed and approved the Participation Agreement. S&W Response at p. 6 (Dkt.#332) (“The Initial Receiver and Guidepost were further advised by their counsel, Cooley LLP (‘Cooley’), as to the Participation Agreement. . . . Cooley also drafted a memorandum on the Participation Agreement, which it shared with the SEC prior to execution of the Participation Agreement.”) & p. 17 (“The Initial Receiver was not only given reasonable opportunity to seek the advice of independent counsel, it actually received advice from Cooley, its general counsel, on the Participation Agreement.”).

23. Contrary to S&W’s statements, it is clear that S&W knew since at least June 2017 that Cooley disputed its characterization of Cooley’s role with respect to the Participation Agreement including whether or not it had reviewed the actual agreement, but S&W apparently chose not to disclose that fact in its pleadings filed with the Court.⁴ Celia Barenholtz, a Cooley attorney, sent an email to Mr. Baum on June 30, 2017 in which she stated, among other things, that her discussions with the Initial Receiver’s staff concerning Arabella in early January 2017 concerned “the application of the Texas TRO to payments to be made regarding Arabella” that were “described to [her] by Bob Rittereiser in a telephone call,” and that “Cooley was not asked to provide the Receiver with any advice concerning the Arabella litigations or entering into the

⁴ In footnote 4 of its September 26, 2018 memorandum and order denying the S&W Fee Application, the Court noted the “dearth of facts” surrounding whether the Initial Receiver sought independent legal advice from Cooley LLP concerning the Participation Agreement.

Participation Agreement in December 2016/January 2017 and did not do so.” A copy of that email is attached hereto as Exhibit 7.

24. In addition to being notified of Cooley’s position by email, Mr. Baum also testified that Ms. Barenholtz advised him of Cooley’s position in a telephone conversation. Baum Dep., Ex. 5 at pp. 98-100.

Dated: New York, NY
December 26, 2018

SECURITIES AND EXCHANGE COMMISSION

By: /s/Neal Jacobson
Neal Jacobson
New York Regional Office
Brookfield Place
200 Vesey Street, Suite 400
New York, NY 10281
(212)336-0095
Jacobsonn@sec.gov

**UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF MICHIGAN
(Southern Division)**

**PENSION BENEFIT GUARANTY)
CORPORATION, on its own behalf and)
on behalf of the APL/NVF Consolidated)
Pension Plan)**

Plaintiff,)

v.)

Case No. 1:14-cv-00782-RHB

**EVANS TEMPCON, INC., and)
STATE OF MICHIGAN.)**

Defendants.)

_____)

ORDER APPOINTING RECEIVER

Plaintiff Pension Benefit Guaranty Corporation (“PBGC”), on its own behalf and on behalf of the APL/NVF Consolidated Pension Plan (the “Pension Plan”), has filed a Motion to Appoint Receiver over Defendant Evans Tempcon, Inc. (“Evans”) during the pendency of its action to foreclose its liens on the assets of Evans and for related expedited relief (the “Receivership Motion”). A hearing (“Hearing”) on the Receivership Motion was held on March 12, 2015. Having reviewed Plaintiff’s Complaint (ECF No. 1); the Receivership Motion and accompanying Memorandum of Law, the Declarations, Exhibits and proposed Order filed in support thereof (ECF No. 28); all papers filed in opposition, or related, to the Receivership Motion (ECF No. 36); Plaintiff’s Reply (ECF No. 37); and having considered the record of this proceeding and the arguments of counsel at the Hearing,

IT IS HEREBY ORDERED THAT:

1. The Receivership Motion is **GRANTED**.

2. Charles (Chip) Hoebeke of Rehmann Turnaround and Receivership Services, LLC is appointed as the receiver (“Receiver”) over Evans and its Property. “Property” as used herein shall mean all real and personal property of Evans of whatever kind or nature and wherever located, including, but not limited to:

- (a) Evans’ real property commonly known as 701 Ann Street NW, Grand Rapids, MI 49504, including all buildings and improvements located thereon, and such other real property owned or leased by Evans, and all rents or other income generated thereby;
- (b) all personal property owned by or in the possession of Evans, including all cash and cash equivalents; Accounts; General Intangibles including, but not limited to intellectual property, trade names and trademarks, and all causes of action, whether known or unknown; all Chattel Paper, Documents, and Instruments and rights to payment evidenced thereby; all Inventory including parts inventory; all Machinery and Equipment and Fixtures and Accessions; all Investment Property; all Deposit Accounts; all Letters of Credit and Letter of Credit Rights; all Goods; all Vehicles; all parts, replacements, substitutions, profits, products and cash and non-cash Proceeds of any of the foregoing (including insurance proceeds payable by reason of loss or damage thereto) in any form and wherever located. For purposes of this Order, all capitalized terms not otherwise defined in this Order shall have the meanings set forth in Michigan’s Uniform Commercial Code, Mich. Comp. Laws Ann. § 440 *et seq* or the Receivership Motion.
- (c) All permits, licenses, and other contracts pertaining to the operations of Evans or its Property;
- (d) All books, records, or documents, whether in hard-copy or electronic format (including e-mail files and accounts), that in any way relate to the operations of the Property or Evans;
- (e) Any records relating to retirement, defined benefits, medical, or insurance plans or programs maintained for the benefit of Evans’ employees, whether written or electronically recorded, and copies of all documents Evans is legally obligated to retain;
- (f) All bank accounts maintained by Evans, including any payroll accounts, operating accounts and/or security deposit or lockbox accounts;
- (g) All documents pertaining to all equipment leases and contracts and any other existing leases and contracts related to the Property;

- (h) All employee payroll records, employee files and employment applications;
- (i) All documents, books, records and computer files and all passwords needed to access Evans' email accounts and all of the records concerning the income, operation and management of the Property ; and Evans' business;
- (j) All technical manuals for all systems, machinery and equipment, together with operating procedures;
- (k) All insurance policies providing coverage on any of the Property;
- (l) All computer software (specifically including any and all accounting software or software specific to Evans' business operations), management files, equipment, furniture, supplies, and all passwords needed to access all software and computer files and all offsite financial records or other records related to the Property, Evans and its business operations;
- (m) All marketing and advertising materials used to market any of the Property, if any;
- (n) All records required to be kept under applicable safety and environmental laws, including, without limitation, any environmental studies, federal or state correspondence or records, and such other records pertaining to the management of the Property as may be reasonably requested by Receiver;
- (o) All keys, security cards, parking cards and other access codes for premises, vehicles, safety deposits boxes or accounts or assets; and
- (p) All pre-paid accounts, tax refunds, professional or other retainers, escrow deposits and security deposit or any other deposit accounts.

3. Evans and its current or former officers, directors, members, employees, partners, trustees, agents, representatives and/or any entity controlled by Evans – and all employees, agents, officers, directors, members, partners, and or/representatives thereof – are directed to cooperate with the Receiver in the transition of the management of Evans and in the Receiver's performance of his or her duties and responsibilities by making themselves reasonably available to assist the Receiver as requested. In addition, they shall make immediately available for turnover to the Receiver, if requested, all of their records concerning Evans and its Property so

that the Receiver may adequately account for any revenue collected or owing through the date the Receiver is appointed, including, but not limited to, all:

- (a) Existing or pending customer, supplier, and contractor bids, contracts, jobs, work orders, purchase orders, receivables and sales data, and similar material, including communication and correspondence files;
- (b) Current aged accounts receivable/delinquency reports;
- (c) Documents identifying and summarizing all pending litigation;
- (d) Documents and data identifying or evidencing all liabilities of Evans;
- (e) Copies of all employee payroll records and employee files and applications to include number of employees on health or dental program by coverage (single, single plus, or family coverage), gender and age of each employee;
- (f) Documents, books, records and computer files and records concerning the operations, management, and finances of Evans and any retirement, defined benefits, medical, or insurance plans or programs maintained for the benefit of Evans' employees; and
- (g) Such other records pertaining to the management of the Property and the operations of Evans' business as may be reasonably requested by the Receiver.

4. Immediately upon entry of this Order, the Receiver has the sole authority to operate Evans' business and affairs. Evans, and its current or former officers, directors, members, employees, partners, trustees, agents, representatives and/or any entity controlled by Evans – and all employees, agents, officers, directors, members, partners, and or/representatives thereof – shall fully cooperate with the Receiver and shall take all necessary steps to comply with this Order and other orders of the Court, and with all applicable law and/or rules and are enjoined from interfering with the use, management, possession and control of the Property and the management of Evans' affairs by Receiver.

5. Upon the request of the Receiver, the United States Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out its duties to take and

secure possession, custody and control of, or identify the location of, any assets, records or other materials that are Property under this Order.

6. Evans and any third-parties receiving notice of this Order shall surrender to the Receiver all monies that they currently or subsequently possess (and/or that is or becomes subject to their control) from revenue, profits, rents and/or income collected from the operations of Evans, its businesses, or the Property, including any money held in accounts maintained by Evans at any financial institution, and any and all other property of Evans, including any such property heretofore transferred to the Estate, the Estate Representative or any Operating Entity without reasonably equivalent value in return and since October 6, 2014 that was transferred outside the ordinary course of business.

7. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, Evans that receive actual notice of this Order by personal service, electronic mail or otherwise shall not:

- (a) Liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of Evans except upon instructions from the Receiver;
- (b) Exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court

Further, all such institutions shall:

- (c) Within five (5) business days of receipt of notice, serve on the Receiver a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,
- (d) Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

AUTHORITY OF RECEIVER

8. Immediately upon entry of this Order, and continuing until expiration or termination of the receivership, the Receiver is authorized to take any actions that the Receiver deems reasonable and appropriate to take possession of, to exercise full control over, to prevent waste of, and to preserve, manage, maintain, secure, and safeguard the Property. The Receiver is further authorized and vested with all powers, rights and duties necessary to operate the Property and the businesses and affairs undertaken by Evans. Without limiting the generality of the foregoing, the Receiver shall:

- (a) Take all action determined by the Receiver to be necessary or appropriate to take possession, safeguard, and preserve all tangible and intangible assets comprising the Property and all licenses and general intangibles used in connection with the operation of Evans' business and the Property;
- (b) Allow the Plaintiff and its counsel access to the Property at reasonable times to inspect the Property and all books and records related thereto;
- (c) Collect any unpaid or delinquent rents, revenues, accounts, profits, or other obligations owed to Evans;
- (d) Enforce, terminate, and perform all contracts of Evans;
- (e) Retain, hire, establish pay rates, and/or discharge on-site employees, independent contractors or agents of Evans (none of whom are, or shall be deemed to be, employees of PBGC, the Pension Plan or the Receiver);
- (f) Pay all taxes, subject in the case of delinquent taxes to Plaintiff's approval, and prepare, file, and distribute any tax returns, forms, or other documents as may be deemed necessary;
- (g) Manage, maintain, and operate Evans' businesses, including without limitation, making payment from funds received by or on behalf of the Receiver of all of the following (collectively the "Operating Expenses"):
 - (i) all ordinary and necessary operating expenses arising from the operation by the Receiver of Evans' business for the period after entry of this Order until expiration or termination of the receivership;
 - (ii) all current real and personal property taxes and assessments (and delinquent taxes, with the prior written consent of Plaintiff);
 - (iii) all premiums of hazard, liability and other insurance policies upon the Property for term of

the receivership, and (iv) any other expenses determined necessary by the Receiver;

- (h) Have general power and authority to sue for and collect debts, demands, and receivables belonging to Evans and to compromise and settle such as are of doubtful value. The Receiver may also defend, sue, or undertake other judicial or non-judicial actions in the name of Evans where it is necessary or proper for him to do so;
- (i) Have access to and control of any Deposit Accounts or other accounts maintained by Evans at any financial institution, and this Order shall constitute direction to any such financial institution to grant the Receiver full and complete access to all such Deposit Accounts and other accounts;
- (j) Have authority to open and close bank accounts or other depository accounts in the name of the Receiver;
- (k) Receive and endorse checks pertaining to the Property either in the Receiver's name or in Evans' name;
- (l) Have authority to abandon or dispose of any Property or records that are not necessary for the administration of the Receiver's duties or are burdensome to the receivership;
- (m) Have the power to direct Evans to sell Property in the ordinary course of its business;
- (n) Have authority to immediately retain Rehmann Turnaround and Receivership Services, LLC ("Rehmann") as his financial advisor;
- (o) Have authority to immediately retain Schafer and Weiner, PLLC ("S&W") as his attorneys (see **Exhibit A**);
- (p) Subject to the Court's further approval, have authority to employ and pay such competent professionals as may otherwise be necessary to perform Receiver's duties or responsibilities under this Order including, but not limited to, consultants, licensed salespersons, property managers, attorneys, investment bankers, and accountants on such terms and conditions as is necessary to conduct the Receivership;
- (q) Pay all appropriate current real estate taxes, personal property taxes, and any other taxes or assessments against the Property;
- (r) To apply income generated by the operation of the business as follows:
 - (1) To Receiver's approved fees and expenses (including Receiver's professional fees and expenses, as allowed by the Court);

- (2) To current Operating Expenses, including on-site employee payroll expenses, insurance, real estate taxes and any other taxes stemming from the operations of the Property;
- (3) Employ managers, contractors, subcontractors, materialmen, repairman, architects, engineers, consultants, managers, marketing agents or other employees, and independent contractors;
- (4) Make any emergency repairs to the Property or pay any unforeseen operating expenses up to \$50,000 (with emergency repairs to the Property or unforeseen operating expenses in excess of \$50,000 requiring the Court's approval); and
- (5) Any surplus to be held pending further order of the Court.

9. The Receiver shall have authority to file a voluntary petition for relief under Title 11 of the United States Code (the "Bankruptcy Code") on behalf of Evans ("Bankruptcy"). If Evans is placed in Bankruptcy, the Receiver shall become, and shall be empowered to operate the Property and Evans, as a debtor in possession. In such a situation, the Receiver shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to this Order, the Receiver is vested with management authority for Evans and may therefore file for Bankruptcy and manage Evans during a Bankruptcy. No other person or entity, other than the Receiver, shall have authority to place Evans in Bankruptcy.

10. Evans shall fully cooperate with Receiver by adding Receiver as an additional insured and as loss payee on all insurance relating to the operation and management of the Property, including, but not limited to, fire, extended coverage, vehicle coverage, property damage, liability, fidelity, errors and omissions and worker's compensation and modifying the policies as deemed appropriate by Receiver. Evans and its officers, directors, managers, employees, representatives, and/or agents are prohibited from cancelling, modifying,

reducing, or otherwise changing any and all insurance coverage in existence with respect to the Property.

11. The Receiver shall pay all expenses and accounts payable with regard to the Property which are incurred in the normal and ordinary course of business of the Property and which are incurred by the Receiver on or after the Receiver taking possession of the Property. The Receiver, in its sole discretion, is not obligated to pay expenses, accounts payable and other obligations incurred prior to the Receiver taking possession of the Property except to the extent that Receiver determines the payment of such preexisting expenses, accounts payable or other obligations is necessary and desirable to the ongoing operation of the Property and Evans' business operations.

12. The Receiver is authorized to do any acts which the Receiver deems appropriate or desirable to protect the Property and use such measures, legal or equitable, as the Receiver deems appropriate or desirable to preserve, protect or manage the Property.

13. In the event the Receiver determines in his sole business judgment that Evans needs more cash in order to adequately maintain the operations of the Property, or that for any other reason it is necessary or advisable for Evans to borrow money, the Receiver is hereby authorized to borrow such funds as may be necessary or advisable on terms to which the Receiver negotiates and agrees in his discretion. However, such a loan (the "Receivership Loan") can prime the lien position of any secured creditor only upon either its consent or upon Court approval after due notice, a hearing, and a Court determination that the Receivership Loan is in the best interest of Evans or the Property with due regard for all the rights of all, particularly any secured creditor being primed. Any Receivership Loan shall be primed only by the unpaid fees and expenses of the Receiver, subject to the rights of secured creditors as provided above, unless

the Receiver negotiates different terms. However, no personal recourse shall be had against Receiver with respect to the Receivership Loan, and any lender to the Receiver shall look solely to the Property and Evans' assets to satisfy any Receivership Loan.

14. Subject to a determination by the Court that the Plaintiff has perfected a lien over the Property and that such lien should be foreclosed and the Property sold in whole or partial satisfaction of the obligations secured by such lien, the Receiver is authorized and directed to sell the Property on behalf of and in the name of Evans, outside of the ordinary course of business, subject to the following conditions:

- (a) The sale shall be to a bona fide third-party purchaser for the best price reasonably obtainable by the Receiver;
- (b) No sale shall be made to the Receiver, or to any person or entity with a beneficial interest in the Receiver, or to any person or entity in which the Receiver has a beneficial interest;
- (c) The other terms and conditions of sales shall be deemed as appropriate in the reasonable business judgment of the Receiver;
- (d) Any liens, claims or encumbrances in the Property sold by the Receiver (if any) shall be preserved and retained in the proceeds of sale; and
- (e) All contracts for sale shall be subject to approval by the Court.

15. The Receiver shall have the following authority with respect to any sale of the Property and Evans' business outside of the ordinary course of business:

- (a) To retain the services of an investment banker pursuant to a contract to be approved by this Court, to assist in obtaining offers for the sale and purchase of the Property and the business as a going concern; and
- (b) To do and perform each and every act desirable, proper or necessary with respect to any sale of the Property including, without limitation, the authority to execute and deliver deeds of conveyance and bills of sale and all other documents necessary or desirable to transfer clear title to the Property on behalf of and in the name of Evans.

16. Upon closing a sale which has been approved by the Court, the Receiver shall retain the proceeds of such sale to be held in a segregated, interest-bearing account maintained by the Receiver subject to further court order directing the distribution of such funds.

17. No sale of Property shall be final unless confirmed by the Court, and all bona fide purchasers for value, their successors and assigns may rely upon any such order of confirmation.

18. In furtherance of his responsibilities in this matter, the Receiver is authorized to communicate with, and/or serve this Order upon, any person, entity or government office that he deems appropriate to inform them of the status of this matter and /or the financial condition of the Property. All government offices which maintain public files of security interests in real and personal property shall, consistent with such office's applicable procedures, record this Order upon the request of the Receiver. Any person who, or any entity that, receives a copy of this Order by hand delivery, mail, e-mail, facsimile, or through any other means, shall have notice of this Order and be bound by its terms.

STAY OF LITIGATION

19. As set forth in detail below, the following proceedings, excluding the instant proceeding, are stayed until further Order of this Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Property, wherever located; (c) Evans, including subsidiaries and partnerships; or, (d) any of Evans' past or present officers, directors, managers, agents, or shareholders sued for, or in connection with, any action they took while acting in their capacity as agents and/or representatives of Evans, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings")

20. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in

connection with any such proceeding, including, but not limited to, the issuance or employment of process.

21. All Ancillary Proceedings are stayed in their entirety, and all Courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court. Further, this Order tolls any applicable statute of limitation related to any cause of action accrued or accruing in favor of Evans against a third person or party for the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action.

22. The Receiver may bring a motion in this Court to lift the stay of any particular Ancillary Proceeding at any time. The Receiver shall give notice of the motion to lift the stay to all parties to this case and all parties to the Ancillary Proceeding. If no party objects to the Receiver's motion to lift the stay within fourteen days of the date on which the motion is filed, this Court will order that the stay of the Ancillary Proceeding be lifted. If a party objects to the Receiver's motion, this Court will hold a hearing on the motion as soon as practicable. The burden will be on the objecting party to show why the Ancillary Proceeding should not go forward.

THE RECEIVER'S COMPENSATION, REPORTING, ACCOUNTING AND BOND

23. By June 30, 2015, the Receiver shall file with the Court an inventory of the Property and serve a copy upon counsel for the parties.

24. The Receiver shall file with the Court financial reports (including, without limitation, an income and expense statement, a statement of receipts and disbursements, a balance sheet, and a cash flow analysis) not later than the 30th day of each month, for the previous month, and shall serve a copy upon counsel for the parties. The first such report shall be filed with the Court by May 30, 2015.

25. Upon request of Plaintiff, the Receiver shall provide, within a reasonable amount of time, a budget for the operation of the Property and the business for a period of up to one year.

26. No bond shall be required to be posted by the Receiver. The Receiver may nevertheless, in his sole and exclusive discretion, obtain a bond or other coverage in such amounts and at such costs as the Receiver reasonably deems necessary. The costs of such bond or other coverage shall be paid in the manner specified in the Order for the payment of other costs of the Receiver.

27. The Receiver, Rehmann and S&W shall be paid reasonable compensation and expense reimbursement. The Receiver, Rehmann and S&W shall be compensated based on the fee schedule attached as **Exhibit A** to this Order. The Receiver, Rehmann and S&W shall be entitled to a commercially reasonable retainer as more clearly set forth in engagement letters to be negotiated and executed by the Receiver. The Receiver, Rehmann and S&W, including all supporting staff, shall be reimbursed for all reasonable out-of-pocket expenses, including travel.

28. To the extent that other professionals are retained by the Receiver, subject to application, review and approval of this Court, those professionals shall be entitled to reasonable compensation as set forth under any such application that may be submitted to the Court.

29. Within thirty days after the end of each month, the Receiver, Rehmann and S&W shall apply to the Court for compensation and expense reimbursement from the Property (the "Monthly Fee Applications"). At least fourteen days prior to filing each Monthly Fee Application with the Court, the Receiver will serve upon counsel for the Pension Benefit Guaranty Corporation a complete copy of the proposed Monthly Fee Application, together with all exhibits and relevant billing information.

30. Unless a party files a written motion objecting to the payment of the fees and expenses set forth in a Monthly Fee Application, within fourteen days of the date the Monthly Fee Application is filed, the Receiver shall be entitled to pay the applicant which filed Monthly Fee Application the fees and expenses requested. If a party objects to a Monthly Fee Application, this Court shall schedule a hearing on the objection as soon as practicable.

31. Compensation and expenses for the Receiver, Rehmann and S&W (and other professionals that may be retained by the Receiver) shall be paid (1) first from income generated by the operation of the business; and (2) second, from any proceeds from the disposition of Property.

32. Nothing in this Order shall require the Receiver to advance funds other than from income generated by the Property without a bond or security for payment satisfactory to Receiver.

33. Unless otherwise provided by this Order, the Receiver shall furnish the reports and any notice required by this Order, to the following (unless notified in writing of an alternative notice address):

{Space Intentionally Blank}

Plaintiff's Counsel

Pension Benefit Guaranty Corporation

Office of the Chief Counsel
c/o Kelly Rose Cusick
c/o Joel Ruderman
1200 K St., NW, Ste. 340
Washington, D.C. 20005-4026
cusick.kelly@pbgc.gov
ruderman.joel@pbgc.gov

Locke Lord LLP

c/o Casey Brian Howard
3 World Financial Ctr., 20th Fl.
New York, NY 10281
choward@lockelord.com

Defendants' Counsel

Michigan Dept. of Attorney General

(Revenue/Coll-Lans)
c/o Roland Hwang
3030 W. Grand Blvd., Ste. 9-600
Detroit, MI 48202
hwangr@michigan.gov

Miller Johnson PLC (Grand Rapids)

c/o D. Andrew Portinga
250 Monroe Ave., NW, Ste. 800
P.O. Box 306
Grand Rapids, MI 49501-0306
portingaa@millerjohnson.com

Alston Bird LLP (DC)

c/o Jonathan Gary Rose
950 F St., NW
Washington, D.C. 20004
jonathan.rose@alston.com

34. Receiver shall furnish to the parties' counsel any additional information regarding the Property as may reasonably be requested by Plaintiff, Evans, or other parties to this action, but Receiver is authorized to request instructions from this Court should any party request information or documents which would be a breach of confidentiality, unduly burdensome or expensive to produce, or which Receiver believes have been requested to annoy or harass or for another improper purpose.

TERM AND FINAL ACCOUNTING

35. This receivership shall continue until further order of this Court, unless, however, the Receiver resigns after giving 30 days advance written notice to this Court and to Plaintiff through Plaintiff's counsel. Upon giving such notice and submitting to this Court a final accounting of the Receiver's duties hereunder, and Receiver's turning over of the Property, funds

held pursuant hereto and related records, the Receiver shall be released and discharged from further obligations hereunder and any bond the Receiver obtained, if still in place, may be cancelled.

36. Receiver may be removed either (a) automatically 30 days after filing of a written demand for removal signed by Plaintiff's counsel and filed with the Court; or (b) in the Court's equitable discretion upon a motion for cause. If the Receiver is removed, a successor receiver may be appointed on an expedited basis by motion filed by Plaintiff requesting the appointment of a successor receiver. In any such case, the Receiver shall file a final accounting with the Court and shall not be discharged until the Court shall have approved such accounting.

37. Immediately upon termination of the receivership or resignation of Receiver, Receiver shall turnover to any successor receiver all of the Property and all other books and records relating to Evans' business operations and affairs, unless otherwise ordered by the Court.

MISCELLANEOUS PROVISIONS

38. Plaintiff may, in its sole discretion, and without need for further approval by this Court, make advances, but shall not be required to make advances, for payment of the following expenses in aid of Receiver:

- (a) Security for the Property;
- (b) Utilities for the Property, including gas, electric, telephone, and water;
- (c) Insurance for the Property;
- (d) Taxes of any kind or nature accruing during the receivership required to be paid on the Property by the statutes of the United States or any state, political subdivision or any governmental agency;
- (e) Expenses for the undertaking any construction, repairs, maintenance or alterations of the Property;
- (f) Expenses for professionals, or other agents, employed by the Receiver; and

(g) Any other expenses of Evans or the Property.

39. Receiver and its employees, agents, and professionals shall have no personal liability, whether arising out of or related to events occurring prior to or after entry of this Order or otherwise, and they shall have no claim asserted against them relating to Receiver's duties under this Order, except for claims due to their gross negligence, willful misconduct, malicious acts and/or the material failure to comply with this Court's orders. The Receiver shall not be liable for any contract, lease, claim, obligation, liability, action, cost or expense of Evans arising out of or related to events occurring prior to this Order.

40. Receiver and its employees, agents, and professionals shall have no personal liability in connection with any environmental claims, liabilities, obligations, liens, or amounts owed to or by any of Evans' creditors because of its duties as Receiver. Nothing in this Order shall grant any rights to trade creditors or general unsecured creditors whose claims are solely against the Property. Such trade creditors' and general unsecured creditors' rights shall be solely determined in accordance with applicable law.

41. The authority granted to the Receiver by this Order is self-executing. The Receiver is authorized to act on behalf of Evans in the Receiver's own name and or in the name of Evans, as the Receiver deems appropriate, without further Order of this Court.

42. The Court finds that, by seeking the appointment of a receiver, Plaintiff has not, nor has it attempted to, "participate in management" as that term is defined in CERCLA, 42 U.S.C. §9601(a)(20).

43. Receiver is subject to the personal jurisdiction of this Court.

44. Evans and its managers, officers, directors and employees are prohibited from removing any property or diverting any income, or declaring or paying any bonuses,

management fees, repayment of insider's loans, dividends or distributions to shareholders, affiliates, officers or directors without the further order of this Court.

45. This Order may be amended for cause shown after a motion or hearing upon prior written notice to Plaintiff, all defendants and the Receiver. This Order also may be amended by order agreed to by the foregoing parties.

46. This Order shall be effective immediately upon its entry and for all purposes.

47. There being no just reason for delay, the Court finds this a final and appealable order.

Dated: April 15, 2015

/s/ Robert Holmes Bell

Judge Robert Holmes Bell

**UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF MICHIGAN
(Southern Division)**

PENSION BENEFIT GUARANTY)
CORPORATION, on its own behalf and)
on behalf of the APL/NVF Consolidated)
Pension Plan)
)
Plaintiff,)
)
v.)
)
EVANS TEMPCON, INC., and)
STATE OF MICHIGAN.)
)
Defendants.)
_____)

Case No. 1:14-cv-00782- RHB

**RECEIVER’S MOTION TO
EMPLOY KREIS, ENDERLE, HUDGINS & BORSOS, P.C. AS
LOCAL COUNSEL FOR THE RECEIVER**

Charles (Chip) Hoebeke of Rehmann Turnaround and Receivership Services, LLC (the “Receiver”) for his Motion to Employ Kreis, Enderle, Hudgins & Borsos, P.C. (“KEHB”) as Local Counsel for the Receiver (the “Motion”), states:

BACKGROUND

1. On April 15, 2015, this Court entered its Order Appointing Receiver (“Receiver Order”), under which Charles (Chip) Hoebeke of Rehmann Turnaround and Receivership Services, LLC was appointed Receiver over Defendant Evans Tempcon, Inc. (“Evans”) and its Property.

2. Under Paragraph 8 of the Receiver Order, the Receiver “is authorized to take any actions that the Receiver deems reasonable and appropriate to take possession of, to exercise full control over, to prevent waste of, and to preserve, manage, maintain, secure, and safeguard the

Property.” *Receiver Order*, ¶ 8.

3. Under Paragraph 8(p) of the Receiver Order, the Receiver has the authority, subject to the Court’s approval, “to employ and pay such competent professionals as may otherwise be necessary to perform Receiver’s duties or responsibilities under this Order.” *Receiver Order*, ¶ 8(p).

4. Under Paragraph 28, “[t]o the extent that other professionals are retained by the Receiver, subject to application, review and approval of this Court, those professionals shall be entitled to reasonable compensation as set forth under any such application that may be submitted to the Court.” *Receiver Order*, ¶ 28.

RELIEF REQUESTED

5. By this Motion, the Receiver seeks to employ KEHB as local counsel for the Receiver.

6. The Receiver seeks to employ KEHB as local counsel to represent the Receiver (i) in the event that Schafer and Weiner, PLLC (“S&W”) is unavailable for any appearance, hearing or trial, (ii) to render other general legal services for the Receiver that shall be complimentary to, and not duplicative of, services to be rendered by S&W; and (iii) to help preserve receivership estate assets when, in the Receiver’s discretion, action by local counsel is economically advantageous.

7. If KEHB is employed as local counsel, Sean P. Fitzgerald, Esq., an attorney at KEHB (“Mr. Fitzgerald”), would work with the Receiver and S&W to handle matters in this case as may be necessary.

8. Mr. Fitzgerald has practiced law for 29 years, and has extensive experience in representing receivers and receivership estates. Mr. Fitzgerald also has extensive experience with

a variety of commercial issues which would be beneficial to the Receiver. *See* Mr. Fitzgerald's Resume, attached as **Exhibit B**.

9. Based on Mr. Fitzgerald's experience, he is well-qualified to provide the proposed services to the Receiver.

10. The Receiver believes that KEHB's rates are reasonable in light of the services Mr. Fitzgerald will be providing to him. *See* KEHB's Rates, attached as **Exhibit C**.

11. If employed, and consistent with the Receiver Order, KEHB shall seek Court review and approval of any compensation for services rendered to the Receiver in this case.

12. The Receiver, therefore, should be permitted to employ KEHB based on the authority granted to him under the Receiver Order and the qualifications of Fitzgerald as set forth above.

13. A proposed Order Authorizing the Receiver to Employ Kreis, Enderle, Hudgins & Borsos, P.C. as Local Counsel for the Receiver is attached as **Exhibit A** to this Motion.

{Space Intentionally Blank}

WHEREFORE, the Receiver respectfully requests that this Honorable Court grant this Motion and enter the proposed order attached as Exhibit A.

Respectfully submitted,

SCHAFFER AND WEINER, PLLC

/s/ Joseph K. Grekin

Joseph K. Grekin (P52165)

John J. Stockdale, Jr. (P71561)

Jason L. Weiner (P74120)

Attorneys for Receiver

40950 Woodward Ave., Ste. 100

Bloomfield Hills, Michigan 48304

(248) 540-3340

jgrekin@schaferandweiner.com

April 27, 2015

EXHIBIT A

UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF MICHIGAN
(Southern Division)

PENSION BENEFIT GUARANTY)
CORPORATION, on its own behalf and)
on behalf of the APL/NVF Consolidated)
Pension Plan)

Case No. 1:14-cv-00782- RHB

Plaintiff,)

v.)

EVANS TEMPCON, INC., and)
STATE OF MICHIGAN.)

Defendants.)
_____)

**ORDER GRANTING RECEIVER’S MOTION TO
EMPLOY KREIS, ENDERLE, HUDGINS & BORSOS, P.C. AS
LOCAL COUNSEL FOR THE RECEIVER**

The Court has reviewed the Receiver’s Motion to Employ Kreis, Enderle, Hudgins & Borsos, P.C. (“KEHB”) as Local Counsel for the Receiver (the “Motion”), which was filed with this Court; the Court has determined that the Receiver has authority, under the Receiver Order, to employ and pay competent professionals as may be necessary for the Receiver to perform his duties or responsibilities under the Receiver Order; the Court has determined that authorizing the Receiver to employ KEHB as local counsel is reasonable and appropriate under the circumstances; and the Court being fully advised in the premises;

NOW THEREFORE, IT IS HEREBY ORDERED that the Receiver is authorized to employ KEHB as its local counsel.

IT IS FURTHER ORDERED that KEHB shall be compensated for its services as authorized by the Court.

EXHIBIT B

CURRICULUM VITAE FOR SEAN P. FITZGERALD

EXPERIENCE

KREIS, ENDERLE, HUDGINS & BORSOS, P.C. *2008 to Present*

40 Pearl Street, 5th Floor
Grand Rapids, Michigan 49503-2634

Shareholder in Firm with practice focusing on Commercial Litigation, Banking Law, Workouts, Contracts and Business Planning in Michigan and Illinois. Experience in representing Financial Institutions includes being the lead counsel on over 77 workouts during the last four years. Represented financial institutions in issues regarding priority disputes, lender liability, receiverships, Chapter 11 filings, adversary proceedings in the U.S. Bankruptcy Court, and have litigated Section 1823(e) issues.

McSHANE & BOWIE, P.L.C. *September 2005 to 2008*

99 Monroe Ave NW, Ste 1100
PO Box 360
Grand Rapids, Michigan 49501-0360

Litigation Partner focusing on Commercial Litigation, Trust and Estate Litigation, Commercial Real Estate and Taxation, Property Tax Appeals, Zoning Law, Business Law, Contracts, and Business Planning, in Michigan and Illinois

FITZGERALD + WILLISON, P.C. *2002 - 2003*

418 McKay Tower
146 Monroe Center, NW
Grand Rapids, Michigan

Named partner and litigation attorney on all matters contested. Represent clients in a variety of areas including zoning and land use, commercial litigation, real estate tax litigation before the Michigan Tax Tribunal, business entity formation and employment law.

DUNN MALSON & KOZERA, P.C. *2000 - 2002*

85 Campau NW, Suite 3500
Grand Rapids, Michigan

Senior litigation attorney for all civil and commercial proceedings. Joint lead counsel successfully representing fifty nurses against major hospital in a multi-million dollar breach of contract case. Represent corporate and individual clients in a broad range of legal matters including contract disputes, employment issues, business acquisition and real estate litigation.

LAW OFFICES OF TERRANCE KENNEDY, JR. 1990 - 1999
180 N. LaSalle Street, Suite 2901
Chicago, Illinois

Senior litigation attorney on all matters contested. Represented clients in real estate tax issues before the Cook County Board of Review, the Circuit Court of Cook County, and the Illinois Property Tax Appeal Board. Litigated valuation objections, complaints for property tax assessment relief, abatement complaints, exemption petitions, tax deed petitions and zoning issues. The firm rated among top ten by Crain's Chicago Business in tax objection complaints.

COOK COUNTY STATE'S ATTORNEY'S OFFICE 1985 - 1990
Assistant State's Attorney
500 Richard J. Daley Center
Chicago, Illinois

Litigated over four hundred cases. Litigated real estate tax cases and other matters before the First District of the Illinois Appellate Court, the United States Bankruptcy Court for the Seventh Circuit and the County Division of the Circuit Court of Cook County. Duties also included counsel to the Illinois Historic Records Commission, lead attorney for the Quo Warranto complaints against state and local government officials, defended the Cook County Liquor Commission, drafted various legal opinions for Cook County Officials, advised the Cook County Board of Commissioners on various contractual and employment matters, and defended class action suits filed against Cook County Officials. Represented Cook County Officials in election disputes. Successfully conducted the first "protected concerted activities" trial before the Illinois Labor Relations Board.

REPRESENTATIVE MATTERS

Represent Plaintiff in matter of First Financial Bank, N.A. v. Bosgraaf, et al. (Ottawa County Circuit Court) in complex loan workout matter involving distressed collateral, numerous related bankruptcy filings, fraudulent transfers, the appointment of a receiver, and a multiple-lender priority dispute. The Plaintiff won its action on the underlying debt against the borrower, as well as its priority dispute against the second position lien-holder.

Represent Plaintiff in matter of FDIC, as Receiver for Irwin Union Bank v. Andrews (United States Bankruptcy Court for the Western District of Michigan) in a non-discharge action based on fraud committed by the debtor in the procurement of a substantial bank loan. The Plaintiff prevailed on its claims against the debtor and the debt was declared non-dischargeable in bankruptcy. The United States Attorney later prosecuted the debtor for wire fraud, using deposition transcripts from the non-discharge case as key evidence to obtain a jury verdict convicting him.

Act as United States liquidator to Genesee Eagle Fund, LP, the onshore feeder of a British Virgin Islands hedge fund, via a voluntary shareholder resolution. Monitor and liquidate positions, distribute funds to shareholders, report valuation of assets, and ensure accurate tax reporting.

Represent Receiver in matter of Glenview Financial Services, Inc. et al v. Harbor Isle Holdings, LLC, et al and Harbor Isle Resort, LLC (Berrien County Circuit Court) in complex loan workout matter involving distressed collateral including real estate and personal property of a marina. Represented the receiver in his capacity as operator and liquidator the marina, as well as its boat slips. The receiver not only managed the property but was successful in several challenges by debtors to the receivership.

Represent Plaintiff in matter of First Financial Bank, N.A. v. Great Lakes Publishing, Inc. et al (Ionia County Circuit Court) in loan workout matter involving distressed collateral, counter-claim by debtors, appointment of receiver over commercial real estate and personal property owned and used by the debtor. The receiver liquidated the personal property and the matter was eventually settled on the deficiency amount.

Represent Plaintiff in matter of First Financial Bank, N.A. v. Bingham Partners, Inc. et al (Leelanau County Circuit Court) in loan workout matter involving two companies in Northern Michigan. Litigation included appointment of receiver, bankruptcy related filings, sale and liquidation of real estate and personal property of debtor. Plaintiff was successful in having bankruptcy proceedings dismissed in order for receiver to sell the company as an ongoing business.

Represent Plaintiff in matter of First Financial Bank, N.A. v. Gary Hutnik, D.D.S., P.C. et al (Ionia County Circuit Court) in loan workout matter involving distressed collateral, appointment of receiver over commercial real estate and personal property owned and used by the debtor. The receiver successfully sold the dental practice and real estate as an ongoing business.

Represent Plaintiff in matter of Bank Leumi, USA, a New York banking association v. Rubloff Development Group (Kent County Circuit Court) in a loan workout matter and leasehold mortgage regarding a the Plaintiff's interest in a ground lease on real property. Matters included appointment of receiver to operate the business during the course of litigation. Litigation resulted in sale of two big box malls and repayment of outstanding debt to Plaintiff.

Represent Plaintiff in matter of Lake Michigan Credit Union v. S. D. Development, Inc. et al (Kent County Circuit Court) in a loan workout and sale of various restaurant locations. Matter included appointment of receiver, closing of businesses, and liquidation of real property and assets. Plaintiff won its action in the underlying debt.

Represent Plaintiff in matter of First Financial Bank, N.A. v. Pike House, et al. (Kent County Circuit Court) in a loan workout matter involving distressed collateral and subsequent litigation against multiple guarantors. Matter included appointment of receiver who liquidated the real estate over challenges by guarantors. Plaintiff was successful in obtaining repayment of outstanding debt by guarantors in deficiency action by Plaintiff.

EDUCATION

St. Louis University School of Law, St. Louis Missouri Juris Doctor	May 1985
Vrije Universiteit Brussels, Brussels, Belgium Student Scholarship Recipient	Summer 1984
Hague Academy of International Law, Den Hague, The Netherlands Student Scholarship Recipient	Summer 1984
Albion College, Albion, Michigan Bachelor of Arts	May 1981
University of Kent, Canterbury, England Student	1979 – 1980

BAR ADMISSIONS

State of Michigan
 Western District of Michigan
 Eastern District of Michigan
 State of Illinois
 Northern District of Illinois
 Seventh Circuit Court of Appeals
 Sixth Circuit Court of Appeals

MEMBERSHIPS

Illinois State Bar Association
 State and Local Taxation Counsel Chairman *1998 – 1999*
 Vice Chairman *1997 – 1998*
 Secretary *1996 – 1997*
 Member *1992 – 2001*

Chicago Bar Association
 Member *1985 – 2001*

Kent County Building Authority *Since 2002*
 Vice President – *2006-2007*
 Secretary – *2012 to Present*

Martindale-Hubbell “AV” rating
 Named “Leader in the Law” for 2013 by Michigan Lawyer’s Weekly

EXHIBIT C

This Exhibit C is attached to the Receiver's Motion to Employ Kreis, Enderle, Hudgins & Borsos, P.C. ("Kreis Enderle") as Local Counsel for the Receiver in the case entitled Pension Benefit Guaranty Corporation v. Evans Tempcon, Inc. et al, case No 1:14-cv-00782-RHB.

1. Kreis Enderle will be compensated at the following hourly rates:
 - a. Partners and Associate Attorneys: \$270.00 per hour.
 - b. Paralegal: \$120.00 per hour.

UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF MICHIGAN
(Southern Division)

PENSION BENEFIT GUARANTY)	
CORPORATION, on its own behalf and)	
on behalf of the APL/NVF Consolidated)	
Pension Plan)	Case No. 1:14-cv-00782- RHB
)	
Plaintiff,)	
)	
v.)	
)	
EVANS TEMPCON, INC., and)	
STATE OF MICHIGAN.)	
)	
Defendants.)	
_____)	

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2015, I electronically filed Receiver’s Motion to Employ Kreis, Enderle, Hudgins & Borsos, P.C. as Local Counsel for the Receiver with the Clerk of the Court using the ECF system, which will send notification of such filing to all counsel currently included on the Court’s Electronic Mail Notice List.

/s/ Pamela Jozwiak, Legal Assistant to
JOSEPH K. GREKIN (P52165)
 Schafer and Weiner, PLLC
 40950 Woodward Ave., Ste. 100
 Bloomfield Hills, MI 48304
 Telephone: (248) 540-3340
ATTORNEY FOR RECEIVER

UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF MICHIGAN
(Southern Division)

PENSION BENEFIT GUARANTY)
CORPORATION, on its own behalf and)
on behalf of the APL/NVF Consolidated)
Pension Plan)

Case No. 1:14-cv-00782- RHB

Plaintiff,)

v.)

EVANS TEMPCON, INC., and)
STATE OF MICHIGAN.)

Defendants.)
_____)

**ORDER GRANTING RECEIVER’S MOTION TO
EMPLOY KREIS, ENDERLE, HUDGINS & BORSOS, P.C. AS
LOCAL COUNSEL FOR THE RECEIVER**

The Court has reviewed the Receiver’s Motion to Employ Kreis, Enderle, Hudgins & Borsos, P.C. (“KEHB”) as Local Counsel for the Receiver (the “Motion”), which was filed with this Court; the Court has determined that the Receiver has authority, under the Receiver Order, to employ and pay competent professionals as may be necessary for the Receiver to perform his duties or responsibilities under the Receiver Order; the Court has determined that authorizing the Receiver to employ KEHB as local counsel is reasonable and appropriate under the circumstances; and the Court being fully advised in the premises;

NOW THEREFORE, IT IS HEREBY ORDERED that the Receiver is authorized to employ KEHB as its local counsel.

IT IS FURTHER ORDERED that KEHB shall be compensated for its services as authorized by the Court.

DATED: May 27, 2015

/s/ Robert Holmes Bell

Robert Holmes Bell
United States District Judge

Single Search - with Terms and Connectors

Enter keywords - Search multiple dockets & documents

Search Info

- My CourtLink
- Search
- Dockets & Documents**
- Track
- Alert
- Strategic Profiles
- Breaking Complaints
- My Account
- Court Info



Dockets & Documents - Online Arrived > Case View

Docket Tools

Get Updated Docket

This docket was retrieved from the court on 3/28/2018

Track Docket Activity

CourtLink can alert you when there is new activity in this case

Search for Similar

Start a new search based on the characteristics of this case

Set Alert for Similar Dockets

CourtLink alerts you when there are new cases that match characteristics of this case

[\[Add to My Briefcase\]](#)
[\[Email this Docket\]](#)
[\[Printer Friendly Format\]](#)

Additional resources for cases like this may be found in our LexisNexis Practice Area communities.

This case was appealed to
06th Circuit : [15-1388](#)

Docket

Lexis® Web Search is enabled on this docket

US District Court Civil Docket

U.S. District - Michigan Western
(Southern Division 1)

1:14cv782

Pension Benefit Guaranty Corporation v. Evans Tempcon, Inc. et al

This case was retrieved from the court on Wednesday, March 28, 2018

[Update Now](#)

Date Filed: **07/22/2014**

Assigned To: **Chief Judge Robert J. Jonker**

Referred To:

Nature of suit: **ERISA (791)**

Cause: **E.R.I.S.A.: Employee Retirement**

Lead Docket: **None**

Other Docket: **the Sixth Circuit, 15-01388**

Jurisdiction: **U.S. Government Plaintiff**

Class Code: **CLOSED**

Closed: **03/22/2018**

Statute: **29:1001**

Jury Demand: **None**

Demand Amount: **\$16,238,000**

NOS Description: **Erisa**

Litigants

U.S. Department of Labor
In re

Pension Benefit Guaranty Corporation
on its own behalf and
on behalf of
APL/NVF Consolidated Pension Plan
Plaintiff

Attorneys

[Sarah K. Hughes](#)
ATTORNEY TO BE NOTICED
U.S. Department of Labor (DC)
Office Of The Solicitor
200 Constitution Ave., Nw, Rm. N4611
P.O. Box 1914
Washington, DC 20013-1914
USA
(202) 693-5594
Email: Hughes.Sarah.K@dol.Gov

[Casey Brian Howard](#)
ATTORNEY TO BE NOTICED
[Locke Lord LLP](#)
3 World Financial Ctr., 20th Fl.
New York, NY 10281
USA
(212) 812-8300
Email: Choward@lockelord.Com

[Joel Ruderman](#)
ATTORNEY TO BE NOTICED
[Pension Benefit Guaranty Corporation](#)
Office Of The Chief Counsel
1200 K St., Nw, Ste. 340
Washington, DC 20005-4026
USA
(202) 326-4020
Email: Ruderman.Joel@pbgc.Gov

[Melissa Harclerode](#)
ATTORNEY TO BE NOTICED
[Term: 09/21/2017]
[Pension Benefit Guaranty Corporation](#)
Office Of The Chief Counsel
1200 K St., Nw, Ste. 340
Washington, DC 20005-4026
USA
(202) 326-4020

Email:Harclerode.Melissa@pbgc.Gov

[Simon J. Torres](#)
ATTORNEY TO BE NOTICED
[Pension Benefit Guaranty Corporation](#)
Office Of The Chief Counsel
1200 K St., Nw, Ste. 340
Washington , DC 20005-4026
USA
(202) 326-4020 Ext. 6074
Email:Torres.Simon@pbgc.Gov

[Kelly Rose Cusick](#)
ATTORNEY TO BE NOTICED
[Pension Benefit Guaranty Corporation](#)
Office Of The Chief Counsel
1200 K St., Nw, Ste. 340
Washington , DC 20005-4026
USA
(202) 326-4020
Email:Cusick.Kelly@pbgc.Gov

Estate of Victor Posner
Appellant

[Jeffrey J. Mayer](#)
ATTORNEY TO BE NOTICED
[Akerman LLP](#)
71 S Wacker Dr., Ste. 4600
Chicago , IL 60606
USA
(312) 634-5733
Email:Jeffrey.Mayer@akerman.Com

[Jonathan Gary Rose](#)
ATTORNEY TO BE NOTICED
[Alston Bird LLP \(DC\)](#)
950 F St., Nw
Washington , DC 20004
USA
(202) 239-3693
Email:Jonathan.Rose@alston.Com

[Thomas Bushnell Fullerton](#)
ATTORNEY TO BE NOTICED
[Akerman LLP](#)
71 S Wacker Dr., Ste. 4600
Chicago , IL 60606
USA
(312) 634-5726
Email:Thomas.Fullerton@akerman.Com

Brenda Nestor
Appellant

[Jonathan Gary Rose](#)
ATTORNEY TO BE NOTICED
[Alston Bird LLP \(DC\)](#)
950 F St., Nw
Washington , DC 20004
USA
(202) 239-3693
Email:Jonathan.Rose@alston.Com

Evans Tempcon, Inc.
Defendant

[D. Andrew Portinga](#)
ATTORNEY TO BE NOTICED
[Term: 05/28/2015]
[Miller Johnson PLC \(Grand Rapids\)](#)
45 Ottawa Sw, Ste. 1100
P.O. Box 306
Grand Rapids , MI 49501-0306
USA
(616) 831-1700
Email:Portingaa@millerjohnson.Com

[Jeffrey J. Mayer](#)
ATTORNEY TO BE NOTICED
[Akerman LLP](#)
71 S Wacker Dr., Ste. 4600
Chicago , IL 60606
USA
(312) 634-5733
Email:Jeffrey.Mayer@akerman.Com

[Jonathan Gary Rose](#)
ATTORNEY TO BE NOTICED
[Term: 07/22/2015]
[Alston Bird LLP \(DC\)](#)
950 F St., Nw
Washington , DC 20004
USA
(202) 239-3693
Email:Jonathan.Rose@alston.Com

[Thomas Bushnell Fullerton](#)
ATTORNEY TO BE NOTICED
[Akerman LLP](#)
71 S Wacker Dr., Ste. 4600
Chicago , IL 60606
USA
(312) 634-5726
Email:Thomas.Fullerton@akerman.Com

Michigan, State of
[Term: 05/16/2016]
Defendant

[Roland Hwang](#)
LEAD ATTORNEY;ATTORNEY TO BE NOTICED
MI Dept Attorney General (Revenue/Coll-Lans)

3030 W. Grand Blvd., Ste. 9-600
Detroit , MI 48202
USA
(313) 456-2210
Email:Hwangr@michigan.Gov

[Michael Orrin King , Jr.](#)
ATTORNEY TO BE NOTICED
[Term: 08/04/2016]
MI Dept Attorney General
G. Mennen Williams Bldg.
525 W Ottawa St.
P.O. Box 30736
Lansing , MI 48909
USA
(517) 373-6434
Email:Kingm5@michigan.Gov

Schafer And Weiner, PLLC
Interested Party

[Joseph Kevin Grekin](#)
ATTORNEY TO BE NOTICED
[Schafer and Weiner PLLC](#)
40950 Woodward Ave., Ste. 100
Bloomfield Hills , MI 48304
USA
(248) 540-3340
Email:Joegrekin@schaferandweiner.Com

Kreis, Enderle, Hudgins & Borsos, P.C.
[Term: 08/12/2017]
Interested Party

[Sara Elice-DeWaard Fazio](#)
ATTORNEY TO BE NOTICED
[Kreis Enderle Hudgins & Borsos PC \(Grand Rapids\)](#)
40 Pearl St. Nw, 5th Floor
Grand Rapids , MI 49503
USA
(616) 254-8400
Email:Sfazio@kreisenderle.Com

[Sean P. Fitzgerald](#)
ATTORNEY TO BE NOTICED
[Clark Hill PLC \(Grand Rapids\)](#)
200 Ottawa Ave., Nw, Ste. 500
Grand Rapids , MI 49503
USA
(616) 254-8400
Fax: (616) 732-5099
Email:Sfitzgerald@kreisenderle.Com

Crestmark Bank
Interested Party

[Christina Kay McDonald](#)
ATTORNEY TO BE NOTICED
[Dickinson Wright PLLC \(Grand Rapids\)](#)
200 Ottawa Ave., Nw, Ste. 1000
Grand Rapids , MI 49503
USA
(616) 458-1300
Email:Cmcdonald@dickinsonwright.Com

Clark Hill Plc
Interested Party

[Sean P. Fitzgerald](#)
LEAD ATTORNEY;ATTORNEY TO BE NOTICED
[Clark Hill PLC \(Grand Rapids\)](#)
200 Ottawa Ave., Nw, Ste. 500
Grand Rapids , MI 49503
USA
(616) 254-8400
Fax: (616) 732-5099
Email:Sfitzgerald@kreisenderle.Com

Charles (Chip) Hoebeke
Receiver

[Sean P. Fitzgerald](#)
LEAD ATTORNEY;ATTORNEY TO BE NOTICED
[Clark Hill PLC \(Grand Rapids\)](#)
200 Ottawa Ave., Nw, Ste. 500
Grand Rapids , MI 49503
USA
(616) 254-8400
Fax: (616) 732-5099
Email:Sfitzgerald@kreisenderle.Com

[Jason L. Weiner](#)
ATTORNEY TO BE NOTICED
[Schafer and Weiner PLLC](#)
40950 Woodward Ave., Ste. 100
Bloomfield Hills , MI 48304
USA
(248) 540-3340
Email:Jweiner@schaferandweiner.Com

[John Joseph Stockdale, Jr.](#)
ATTORNEY TO BE NOTICED
[Schafer and Weiner PLLC](#)
40950 Woodward Ave., Ste. 100
Bloomfield Hills , MI 48304
USA
(248) 540-3340
Email:Jstockdale@schaferandweiner.Com

[Joseph Kevin Grekin](#)
ATTORNEY TO BE NOTICED
[Schafer and Weiner PLLC](#)
40950 Woodward Ave., Ste. 100
Bloomfield Hills , MI 48304
USA
(248) 540-3340

Email: Joegrekin@schaferandweiner.Com

Documents

Retrieve Document(s)		Send to TimeMap		Items 1 to 316 of 316		
<input type="checkbox"/>	Availability	No.	Date	Proceeding Text	Filter	Source
<input type="checkbox"/>	Free	1	07/22/2014	COMPLAINT against Evans Tempcon, Inc., Michigan, State of filed by Pension Benefit Guaranty Corporation (Attachments: # 1 Exhibit 1- PBGC Form 200, # 2 Exhibit 2- Table, # 3 Exhibit 3- Liens, # 4 Summons - Evans Tempcon, Inc., # 5 Summons - State of Michigan)(Cusick, Kelly) (Entered: 07/22/2014)		
<input type="checkbox"/>	Free	2	07/22/2014	CORPORATE DISCLOSURE STATEMENT by Pension Benefit Guaranty Corporation (Cusick, Kelly) (Entered: 07/22/2014)		
<input type="checkbox"/>	Free	3	07/23/2014	NOTICE that this case has been assigned to Judge Robert Holmes Bell (dfw) (Entered: 07/23/2014)		
<input type="checkbox"/>	Free	4	07/23/2014	SUMMONS ISSUED as to defendants Evans Tempcon, Inc., Michigan, State of (jlg) (Entered: 07/23/2014)		
<input type="checkbox"/>	Free	5	08/11/2014	ATTORNEY APPEARANCE of on behalf of defendant Michigan, State of with proof of service (dfw) (Entered: 08/12/2014)		
<input type="checkbox"/>	Free	6	08/11/2014	ANSWER to complaint, 1 with affirmative defenses with proof of service by Michigan, State of(dfw) (Entered: 08/12/2014)		
<input type="checkbox"/>	Free	7	08/12/2014	SUMMONS returned executed; Evans Tempcon, Inc. served on 7/30/2014, answer due 8/20/2014 (Cusick, Kelly) (Entered: 08/12/2014)		
<input type="checkbox"/>	Free	8	08/14/2014	PROPOSED SUMMONS to be issued re 1 (Cusick, Kelly) (Entered: 08/14/2014)		
<input type="checkbox"/>	Free	9	08/15/2014	SUMMONS REISSUED as to Michigan, State of (dfw) (Entered: 08/15/2014)		
<input type="checkbox"/>	Free	10	08/18/2014	SUMMONS returned executed; Michigan, State of served on 8/18/2014, answer due 9/8/2014 (Cusick, Kelly) (Entered: 08/18/2014)		
<input type="checkbox"/>	Free	11	08/19/2014	ANSWER to complaint, 1 with affirmative defenses and proof of service by Michigan, State of(Hwang, Roland) Modified text on 8/20/2014 (dfw). (Entered: 08/19/2014)		
<input type="checkbox"/>	Free	12	08/19/2014	UNOPPOSED MOTION re 1 Seeking a 40-Day Extension of Time to Answer or Otherwise Plead by plaintiff Pension Benefit Guaranty Corporation; (Attachments: # 1 Certificate of Service, # 2 Proposed Order) (Cusick, Kelly) Modified text on 8/20/2014 (dfw). (Entered: 08/19/2014)		
<input type="checkbox"/>	Free	13	08/20/2014	ORDER granting 12 motion for extension of time until September 29, 2014, for Defendant Evans Tempcon, Inc. to answer ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 08/20/2014)		
<input type="checkbox"/>	Free	14	09/29/2014	UNOPPOSED MOTION for extension of time to file answer re 1 or Otherwise Plead by plaintiff Pension Benefit Guaranty Corporation; (Attachments: # 1 Proposed Order, # 2 Certificate of Service)(Cusick, Kelly) (Entered: 09/29/2014)		
<input type="checkbox"/>	Free	15	10/01/2014	ORDER granting 14 motion for extension of time to answer; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, sdb) (Entered: 10/01/2014)		
<input type="checkbox"/>	Free	16	10/06/2014	PROPOSED STIPULATION and ORDER (I) Providing Thirty-Day Extension of Time to Answer or otherwise Plead and (II) Restraining Defendant Evans Tempcon, Inc. from Transferring Funds and Property Outside of Ordinary Course of Business by plaintiff Pension Benefit Guaranty Corporation (Cusick, Kelly) (Entered: 10/06/2014)		
<input type="checkbox"/>	Online	17	10/08/2014	ORDER granting STIPULATION 16 for extension of time until November 5, 2014, for Evans to answer or otherwise respond to the complaint ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 10/08/2014)		
<input type="checkbox"/>	Runner		10/22/2014	(NON-DOCUMENT) ATTORNEY APPEARANCE of Joel Ruderman on behalf of plaintiff Pension Benefit Guaranty Corporation (Ruderman, Joel) (Entered: 10/22/2014)		
<input type="checkbox"/>	Online	18	10/30/2014	UNOPPOSED MOTION for extension of time to file answer re 1 Seeking a 14-Day Extension of Time to Answer or Otherwise Plead by plaintiff Pension Benefit Guaranty Corporation; (Attachments: # 1 Certificate of Service, # 2 Proposed Order)(Cusick, Kelly) Modified text on 10/30/2014 (jlg). (Entered: 10/30/2014)		
<input type="checkbox"/>	Online	19	11/04/2014	ORDER granting 18 motion for extension of time until November 19, 2014, to answer ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 11/04/2014)		
<input type="checkbox"/>	Online	20	11/19/2014	UNOPPOSED MOTION for extension of time to file answer re 1 Seeking A 23-Day Extension Of Time To Answer Or Otherwise Plead by plaintiff Pension Benefit Guaranty Corporation; (Attachments: # 1 Certificate of Service, # 2 Proposed Order)(Cusick, Kelly) Modified text on 11/20/2014 (jlg). (Entered: 11/19/2014)		
<input type="checkbox"/>	Online	21	11/20/2014	ORDER denying 20 motion for extension of time to answer ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 11/20/2014)		
<input type="checkbox"/>	Online	22	12/18/2014	ANSWER to complaint, 1 with affirmative defenses by Evans Tempcon, Inc.(Portinga, D.) (Entered: 12/18/2014)		
<input type="checkbox"/>	Online	23	12/18/2014	CORPORATE DISCLOSURE STATEMENT by Evans Tempcon, Inc. (Portinga, D.) (Entered: 12/18/2014)		
<input type="checkbox"/>	Runner	24	12/19/2014	(DISREGARD) NOTICE to attorney D. Andrew Portinga regarding recent filing 23 (ns) Modified text on 12/19/2014; attorney notified by phone (ns). (Entered: 12/19/2014)		
<input type="checkbox"/>	Online	25	12/19/2014	CORRECTED CORPORATE DISCLOSURE STATEMENT (re-filed to provide omitted information) by Evans Tempcon, Inc. (Portinga, D.) Modified text on 12/19/2014; this entry replaces 23 (ns). (Entered: 12/19/2014)		
<input type="checkbox"/>	Online	26	12/23/2014	ORDER setting Rule 16 scheduling conference: Rule 16 scheduling conference is set for 2/4/2015 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; status report due by 1/30/2015; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, sdb) (Entered: 12/23/2014)		
<input type="checkbox"/>	Online	27	01/20/2015	MOTION to SEAL Motion for Leave to File Pension Benefit Guaranty Corporation's Motion for Receivership Under Seal by plaintiff Pension Benefit Guaranty Corporation; (Attachments: # 1 Exhibit Exhibit A, # 2 Proposed Order, # 3 Certificate of Service)(Ruderman, Joel) Modified text on 1/21/2015 (ald). (Entered: 01/20/2015)		
<input type="checkbox"/>	Online	28	01/20/2015	SEALED MOTION by plaintiff Pension Benefit Guaranty Corporation (Attachments: # 1 Memorandum in Support of Motion, # 2 Proposed Order, # 3 Declaration #1, # 4 Exhibit A, # 5 Exhibit B, # 6 Exhibit C, # 7 Exhibit D, # 8 Exhibit E, # 9 Exhibit F, # 10 Declaration #2, # 11 Exhibit A, # 12 Exhibit B, # 13 Exhibit C, # 14 Exhibit D, # 15 Exhibit E, # 16 Exhibit F, # 17 Exhibit G, # 18 Exhibit H, # 19 Exhibit I, # 20 Exhibit J, # 21 Exhibit K, # 22 Exhibit L, # 23 Exhibit M, # 24 Exhibit N, # 25 Exhibit O, # 26		

				Certificate of service)(Ruderman, Joel) Modified text per order 31 on 1/21/2015 (ald). (Entered: 01/20/2015)
<input type="checkbox"/>	Online	29	01/21/2015	ORDER granting 27 Pension Benefit Guaranty Corporation's motion to seal ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 01/21/2015)
<input type="checkbox"/>	Online	30	01/21/2015	CORRECTED SEALED DOCUMENT //Corrected Memorandum in Support of Motion (Attachment #1 to Document #28) by plaintiff Pension Benefit Guaranty Corporation re PROPOSED SEALED MOTION by plaintiff Pension Benefit Guaranty Corporation 28 (Ruderman, Joel) Modified text per order 31 on 1/21/2015 (ald). (Entered: 01/21/2015)
<input type="checkbox"/>	Online	31	01/21/2015	AMENDED ORDER granting Pension Benefit Guaranty Corporation's motion to seal ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 01/21/2015)
<input type="checkbox"/>	Online	32	01/21/2015	NOTICE OF MOTION HEARING regarding document number 28 : motion hearing is set for 3/12/2015 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, sdb) (Entered: 01/21/2015)
<input type="checkbox"/>	Online	33	01/21/2015	NOTICE rescheduling hearing that was previously set for 2/4/15; Rule 16 scheduling conference is set for 3/12/2015 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, sdb) (Entered: 01/21/2015)
<input type="checkbox"/>	Runner		02/19/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Jonathan Gary Rose on behalf of defendant Evans Tempcon, Inc. (Rose, Jonathan) (Entered: 02/19/2015)
<input type="checkbox"/>	Online	34	02/20/2015	UNOPPOSED MOTION to SEAL DOCUMENT by defendant Evans Tempcon, Inc.; (Portinga, D.) (Entered: 02/20/2015)
<input type="checkbox"/>	Online	35	02/20/2015	BRIEF in support of UNOPPOSED MOTION to SEAL DOCUMENT 34 filed by Evans Tempcon, Inc.(Portinga, D.) (Entered: 02/20/2015)
<input type="checkbox"/>	Online	36	02/20/2015	SEALED RESPONSE by defendant Evans Tempcon, Inc. to PROPOSED SEALED MOTION by plaintiff Pension Benefit Guaranty Corporation 28 (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit)(Portinga, D.) Modified text on 3/12/2015 per Order 39 (ns). (Entered: 02/20/2015)
<input type="checkbox"/>	Online	37	03/06/2015	SEALED REPLY by plaintiff Pension Benefit Guaranty Corporation to response to PROPOSED SEALED MOTION by plaintiff Pension Benefit Guaranty Corporation 28 ; filed under seal pursuant to order 29 (Attachments: # 1 Certificate of Service)(Cusick, Kelly) Modified text on 3/9/2015 (ns). (Entered: 03/06/2015)
<input type="checkbox"/>	Online	38	03/09/2015	JOINT STATUS REPORT (Attachments: # 1 Certificate of Service)(Cusick, Kelly) (Entered: 03/09/2015)
<input type="checkbox"/>	Runner		03/11/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Casey Brian Howard on behalf of plaintiff Pension Benefit Guaranty Corporation (Howard, Casey) (Entered: 03/11/2015)
<input type="checkbox"/>	Online	39	03/12/2015	ORDER granting 34 motion to seal document ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 03/12/2015)
<input type="checkbox"/>	Online	40	03/12/2015	MINUTES of motion hearing re 28 appointment of receiver by plaintiff Pension Benefit Guaranty Corporation filed by Pension Benefit Guaranty Corporation held before Judge Robert Holmes Bell (Court Reporter: Kevin Gaugier) (Judge Robert Holmes Bell, kcb) (Entered: 03/12/2015)
<input type="checkbox"/>	Online	41	03/18/2015	OPINION ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 03/18/2015)
<input type="checkbox"/>	Online	42	03/18/2015	ORDER granting 28 plaintiff Pension Benefit Guaranty Corporation's motion to appoint a receiver over Defendant Evans Tempcon, Inc.; the restraining order entered on October 8, 2014, (ECF No. 17) shall remain in effect pending appointment of a receiver ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 03/18/2015)
<input type="checkbox"/>	Free	43	03/27/2015	RESPONSE TO 42 // Plaintiff Pension Benefit Guaranty Corporation's Nomination for Receiver in Response to the March 18, 2015 Order of the Court filed by plaintiff Pension Benefit Guaranty Corporation (Attachments: # 1 Exhibit A- Credentials and Curriculum Vitae of Charles Hoebeke, # 2 Certificate of Service) (Cusick, Kelly) (Entered: 03/27/2015)
<input type="checkbox"/>	Free	44	03/27/2015	PROPOSED ORDER regarding // Amended Order Appointing Receiver by plaintiff Pension Benefit Guaranty Corporation (Attachments: # 1 Exhibit A- Fee Schedule of Rehmann and S&W, # 2 Redline Version of Original Proposed Order) (Cusick, Kelly) (Entered: 03/27/2015)
<input type="checkbox"/>	Online	45	03/27/2015	CORRECTED EXHIBIT re 44 //Redline Version of Original Proposed Order by plaintiff Pension Benefit Guaranty Corporation (Cusick, Kelly) (Entered: 03/27/2015)
<input type="checkbox"/>	Online	46	03/30/2015	TRANSCRIPT of Oral Argument re: Plaintiff's Motion for Appointment of Receiver held March 12, 2015 before U.S. District Judge Robert Holmes Bell; NOTE: this transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the release of transcript restriction date; after that date it may be obtained through PACER; under the Policy Regarding Transcripts the parties have 14 days within which to file a Notice of Intent to redact, and 21 days within which to file a Redaction Request; if no Transcript Redaction Request is filed, the court will assume redaction of personal identifiers is not necessary and this transcript will be made available via PACER after the release of transcript restriction set for 6/29/2015 ; redaction request due 4/20/2015 (Court Reporter: Gaugier, Kevin (616) 456-6133) (Entered: 03/30/2015)
<input type="checkbox"/>	Runner		03/30/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Jonathan Gary Rose on behalf of appellants Estate of Victor Posner, Brenda Nestor ; party Estate of Victor Posner and Brenda Nestor added (Rose, Jonathan) (Entered: 03/30/2015)
<input type="checkbox"/>	Online	47	03/30/2015	NOTICE OF INTERLOCUTORY APPEAL re 42 by appellants Estate of Victor Posner, Brenda Nestor (Rose, Jonathan) (Entered: 03/30/2015)
<input type="checkbox"/>	Runner		03/30/2015	APPEAL FEE PAID re 47 by appellants Estate of Victor Posner, Brenda Nestor in the amount of \$505, receipt number 0646-3161937 (Rose, Jonathan) (Entered: 03/30/2015)
<input type="checkbox"/>	Online	48	03/30/2015	MOTION to stay re 42 Pending Appeal by appellants Estate of Victor Posner, Brenda Nestor; (Rose, Jonathan) (Entered: 03/30/2015)
<input type="checkbox"/>	Online	49	03/30/2015	MEMORANDUM in support of motion to stay 48 Pending Appeal filed by Estate of Victor Posner, Brenda Nestor (Attachments: # 1 Declaration of Jonathan G. Rose, Esq.) (Rose, Jonathan) (Entered: 03/30/2015)
<input type="checkbox"/>	Runner		04/02/2015	CASE NUMBER 15-1388 assigned by the Sixth Circuit to appeal 47 (mkc) (Entered: 04/08/2015)
<input type="checkbox"/>	Online	50	04/03/2015	OBJECTION re 43 to Plaintiff Pension Benefit Guaranty Corporation's Nomination for Receiver by defendant Evans Tempcon, Inc. (Rose, Jonathan) (Entered: 04/03/2015)
<input type="checkbox"/>	Online	51	04/07/2015	RESPONSE in opposition to MOTION to stay re 42 Pending Appeal 48 //Plaintiff Pension Benefit Guaranty Corporation's Opposition to Movants' Motion to Stay Pending Appeal filed by Pension Benefit Guaranty Corporation (Attachments: # 1 Certificate of Service) (Cusick, Kelly) (Entered: 04/07/2015)
<input type="checkbox"/>	Online	52	04/08/2015	INITIAL DISCLOSURE STATEMENT by defendant Michigan, State of (Attachments: # 1 Exhibit) (Hwang, Roland) Modified text on 4/8/2015 (kw). (Entered: 04/08/2015)
<input type="checkbox"/>	Online	53	04/08/2015	CERTIFICATE OF SERVICE by defendant Michigan, State of (Hwang, Roland) (Entered: 04/08/2015)
<input type="checkbox"/>	Online	54	04/15/2015	ORDER denying 48 appellants' motion to stay pending appeal; overruling Defendant Evans' objection 50 to plaintiff's nomination for receiver ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 04/15/2015)
<input type="checkbox"/>	Free	55	04/15/2015	ORDER appointing receiver 44 ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 04/15/2015)
<input type="checkbox"/>	Runner		04/16/2015	Copy of Order on Proposed Order 55 sent via U.S. Mail to Charles Hoebeke (ns) (Entered: 04/16/2015)

<input type="checkbox"/>	Runner		04/16/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Joseph Kevin Grekin on behalf of receiver Charles Hoebeke (Grekin, Joseph) (Entered: 04/16/2015)
<input type="checkbox"/>	Runner		04/16/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of John Joseph Stockdale, Jr. on behalf of receiver Charles Hoebeke (Stockdale, Jr., John) (Entered: 04/16/2015)
<input type="checkbox"/>	Online	56	04/17/2015	PROOF OF SERVICE by USM as to Evans Tempcon Inc. (ald) (Entered: 04/17/2015)
<input type="checkbox"/>	Runner		04/20/2015	ACKNOWLEDGMENT of appeal transcript order from Jonathan G. Rose received 4/20/15 re appeal 47 filed by Brenda Nestor, Estate of Victor Posner ; transcript is estimated at 57 pages with an estimated completion date of N/A - Transcript already on file; arrangements for payment made on 4/20/15 (Court Reporter: Gaugier, Kevin (616) 456-6133) (Entered: 04/20/2015)
<input type="checkbox"/>	Free	57	04/27/2015	MOTION to appoint counsel by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Proposed Order Granting Motion to Employ Local Counsel, # 2 Exhibit Resume of Sean P. Fitzgerald, # 3 Exhibit Attorney Rates of Kreis, Enderle, Hudgins & Borsos, P.C., # 4 Proof of Service) (Grekin, Joseph) (Entered: 04/27/2015)
<input type="checkbox"/>	Runner		05/06/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Jason L. Weiner on behalf of receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 05/06/2015)
<input type="checkbox"/>	Online	58	05/15/2015	MOTION to SEAL DOCUMENT Receiver's Motion for Authority to File Receiver Report and Any Inventory Under Seal by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Index, # 2 Exhibit A - proposed order, # 3 Exhibit B- Affidavit) (Grekin, Joseph) (Entered: 05/15/2015)
<input type="checkbox"/>	Online	59	05/15/2015	PROPOSED ORDER regarding Receiver's Motion for Authority to File Receiver Report and Any Inventory Under Seal by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 05/15/2015)
<input type="checkbox"/>	Free	60	05/27/2015	ORDER granting 57 motion to appoint counsel ; appointed Sean P. Fitzgerald for Receiver Charles (Chip) Hoebeke ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 05/27/2015)
<input type="checkbox"/>	Online	61	05/27/2015	ORDER granting 58 motion to file receiver's reports and any inventory under seal; entering PROPOSED ORDER 59 ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 05/27/2015)
<input type="checkbox"/>	Online	62	05/27/2015	ORDER of USCA re appeal 47 denying motion for a stay pending appeal ; no mandate to issue (clp) (Entered: 05/27/2015)
<input type="checkbox"/>	Free	63	05/28/2015	UNOPPOSED MOTION to withdraw as attorney (Miller Johnson) by defendant Evans Tempcon, Inc.; (Portinga, D.) (Entered: 05/28/2015)
<input type="checkbox"/>	Online	64	05/28/2015	NOTICE rescheduling hearing that was previously set for 3/12/15; Rule 16 scheduling conference is set for 7/24/2015 at 11:00 AM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, sdb) (Entered: 05/28/2015)
<input type="checkbox"/>	Online	65	05/28/2015	ORDER granting 63 motion to withdraw as attorney ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 05/28/2015)
<input type="checkbox"/>	Online	66	05/29/2015	RECEIVER'S REPORT by receiver Charles (Chip) Hoebeke re Order on Motion to Seal Document 61 (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit, # 7 Exhibit) (Grekin, Joseph) Modified text on 6/3/2015 (clp). Modified access on 3/15/2018 per order 261 (mg). (Entered: 05/29/2015)
<input type="checkbox"/>	Online	67	06/22/2015	EXHIBIT re 58 B - Affidavit of Charles (Chip) Hoebeke, executed and Notarized re: Motion for Authority to File Receiver Report and Inventory Under Seal by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 06/22/2015)
<input type="checkbox"/>	Online	68	06/25/2015	STIPULATED MOTION for order Authorizing Receiver to Obtain Receivership Loans and Granting Security Interests and Priming Liens by receiver Charles (Chip) Hoebeke; (Grekin, Joseph) (Entered: 06/25/2015)
<input type="checkbox"/>	Online	69	06/25/2015	SEALED DOCUMENT Inventory of Property by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Attachment Inventory Part 1, # 2 Attachment Inventory Part 2, # 3 Attachment Inventory Part 3, # 4 Attachment Inventory Part 4) (Grekin, Joseph) (Entered: 06/25/2015)
<input type="checkbox"/>	Runner	70	06/26/2015	(DISREGARD) ORDER granting 68 receiver's stipulated motion for authority to borrow funds ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) Modified text on 6/26/2015 (clp). (Entered: 06/26/2015)
<input type="checkbox"/>	Online	71	06/26/2015	ORDER granting 68 receiver's stipulated motion for authority to borrow funds ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 06/26/2015)
<input type="checkbox"/>	Runner		06/26/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Michael Orrin King, Jr on behalf of defendant Michigan, State of (King, Michael) (Entered: 06/26/2015)
<input type="checkbox"/>	Online	72	06/30/2015	SEALED DOCUMENT Receivership Report, June 30, 2015 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Grekin, Joseph) (Entered: 06/30/2015)
<input type="checkbox"/>	Online	73	06/30/2015	MOTION for bill of costs Monthly Fee Application for Charles (Chip) Hoebeke, Court Appointed Receiver, and Rehmann Turnaround and Receivership Services, LLC by receiver Charles (Chip) Hoebeke; (Grekin, Joseph) (Entered: 06/30/2015)
<input type="checkbox"/>	Free	74	06/30/2015	MOTION for bill of costs Monthly Fee Application for Schafer and Weiner, PLLC, counsel for the Receiver by interested party Schafer and Weiner, PLLC; (Grekin, Joseph) (Entered: 06/30/2015)
<input type="checkbox"/>	Online	75	06/30/2015	MOTION for bill of costs Monthly Fee Application for Kreis, Enderle, Hudgins & Borsos, P.C., Local Counsel for the Receiver by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 06/30/2015)
<input type="checkbox"/>	Runner		07/10/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Jeffrey J. Mayer on behalf of appellant Estate of Victor Posner through Phillip J. von Kahle, duly authorized Curator of the Estate (Mayer, Jeffrey) (Entered: 07/10/2015)
<input type="checkbox"/>	Online	76	07/10/2015	CHANGE OF ADDRESS by Jeffrey J. Mayer counsel for appellant Estate of Victor Posner (Mayer, Jeffrey) (Entered: 07/10/2015)
<input type="checkbox"/>	Runner		07/20/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Simon J. Torres on behalf of plaintiff Pension Benefit Guaranty Corporation (Torres, Simon) (Entered: 07/20/2015)
<input type="checkbox"/>	Online	77	07/21/2015	SECOND JOINT STATUS REPORT submitted for filing by plaintiff Pension Benefit Guaranty Corporation (Attachments: # 1 Certificate of Service) (Torres, Simon) Modified text on 7/21/2015 (kw). (Entered: 07/21/2015)
<input type="checkbox"/>	Online	78	07/21/2015	FIRST MOTION to substitute attorney Jeffrey Mayer by appellant Estate of Victor Posner, defendant Evans Tempcon, Inc.; (Attachments: # 1 Proposed Order) (Mayer, Jeffrey) (Entered: 07/21/2015)
<input type="checkbox"/>	Online	79	07/22/2015	NOTICE rescheduling hearing that was previously set for 7/24/15; Rule 16 scheduling conference is set for 10/28/2015 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, sdb) (Entered: 07/22/2015)
<input type="checkbox"/>	Online	80	07/22/2015	ORDER granting 78 motion to substitute attorney ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 07/22/2015)
<input type="checkbox"/>	Runner		07/23/2015	Copy of Notice Rescheduling Hearing 79 , Order on Motion to Substitute Attorney 80 sent via U.S. Mail to Jeffrey J. Mayer (ns) (Entered: 07/23/2015)
<input type="checkbox"/>	Online	81	07/28/2015	STIPULATION and PROPOSED ORDER Authorizing an Emergency Purchase of Replacement Equipment by receiver Charles (Chip) Hoebeke (Attachments: # 1 Proposed Order) (Grekin, Joseph) (Entered: 07/28/2015)
<input type="checkbox"/>	Online	82	07/30/2015	ORDER granting STIPULATION 81 ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, sdb) (Entered: 07/30/2015)
<input type="checkbox"/>	Online	83	07/31/2015	SEALED DOCUMENT Receivership Report by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Grekin, Joseph) (Entered: 07/31/2015)

<input type="checkbox"/>	Online	84	07/31/2015	MOTION for order Monthly Fee Application for Receiver and Rehmann Turnaround and Receivership Services, LLC by receiver Charles (Chip) Hoebeke; (Grekin, Joseph) Modified text on 8/3/2015 (ald). (Entered: 07/31/2015)
<input type="checkbox"/>	Free	85	07/31/2015	MOTION for order Monthly Fee Application for Schafer and Weiner, PLLC, counsel for the Receiver by interested party Schafer and Weiner, PLLC; (Grekin, Joseph) Modified text on 8/3/2015 (ald). (Entered: 07/31/2015)
<input type="checkbox"/>	Online	86	07/31/2015	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Fitzgerald, Sean) (Entered: 07/31/2015)
<input type="checkbox"/>	Online	87	08/03/2015	AMENDED MOTION for order by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 08/03/2015)
<input type="checkbox"/>	Online	88	08/13/2015	MOTION to SEAL DOCUMENT Receiver's Motion for Authority to File Under Seal His Motion to Employ Homauon H. Noroozi by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Proposed Order Exhibit A, # 2 Affidavit Exhibit B) (Grekin, Joseph) (Entered: 08/13/2015)
<input type="checkbox"/>	Online	89	08/21/2015	ORDER granting 88 motion to seal document ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 08/21/2015)
<input type="checkbox"/>	Online	90	08/31/2015	SEALED DOCUMENT Receiver's Report - August 2015 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order DN 59 (Grekin, Joseph) (Entered: 08/31/2015)
<input type="checkbox"/>	Free	91	08/31/2015	MOTION for order by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit, # 2 Exhibit) (Fitzgerald, Sean) (Entered: 08/31/2015)
<input type="checkbox"/>	Free	92	08/31/2015	MOTION for attorney fees Monthly Fee Application for Charles (Chip) Hoebeke, Court Appointed Receiver, and Rehmann Turnaround and Receivership Services, LLC, Financial Advisor for The Receiver, for Compensation and Expense Reimbursement from July 1, 2015 through July 31, 2015 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 08/31/2015)
<input type="checkbox"/>	Free	93	08/31/2015	MOTION for attorney fees Monthly Fee Application for Schafer and Weiner, PLLC, Counsel for the Receiver, for Compensation and Expense Reimbursement from July 1, 2015 through July 31, 2015 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 08/31/2015)
<input type="checkbox"/>	Online	94	09/21/2015	ORDER of USCA (certified copy) re appeal 47 granting counsel's motion to withdraw and granting Estate of Victor Posner's motion to withdraw as party to the appeal ; no mandate to issue (clp) (Entered: 09/22/2015)
<input type="checkbox"/>	Online	95	09/30/2015	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 09/30/2015)
<input type="checkbox"/>	Online	96	09/30/2015	SEALED DOCUMENT Receiver's Report dated September 30, 2015 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3, # 4 Appendix 4) (Grekin, Joseph) (Entered: 09/30/2015)
<input type="checkbox"/>	Online	97	10/01/2015	MOTION for attorney fees for reimbursement from August 1, 2015 through August 31, 2015 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 10/01/2015)
<input type="checkbox"/>	Free	98	10/01/2015	MOTION for attorney fees for reimbursement from August 1, 2015 through August 31, 2015 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 10/01/2015)
<input type="checkbox"/>	Online	99	10/21/2015	THIRD JOINT STATUS REPORT (Attachments: # 1 Certificate of Service) (Torres, Simon) Modified text on 10/21/2015 (clp) (Entered: 10/21/2015)
<input type="checkbox"/>	Online	100	10/28/2015	MINUTES of status conference held before Judge Robert Holmes Bell (Court Reporter: Kevin Gaugier) (Judge Robert Holmes Bell, sdb) (Entered: 10/28/2015)
<input type="checkbox"/>	Online	101	10/28/2015	NOTICE of status conference set for 4/28/2016 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, sdb) (Entered: 10/28/2015)
<input type="checkbox"/>	Online	102	10/30/2015	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit B) (Fitzgerald, Sean) (Entered: 10/30/2015)
<input type="checkbox"/>	Online	103	10/30/2015	SEALED DOCUMENT Receivership Report by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Grekin, Joseph) (Entered: 10/30/2015)
<input type="checkbox"/>	Free	104	10/30/2015	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 10/30/2015)
<input type="checkbox"/>	Online	105	10/30/2015	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 10/30/2015)
<input type="checkbox"/>	Online	106	11/02/2015	NOTICE to attorney Sean Fitzgerald regarding recent filing 102 (clp) (Entered: 11/02/2015)
<input type="checkbox"/>	Online	107	11/02/2015	CORRECTED MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit, # 2 Exhibit) (Fitzgerald, Sean) (Entered: 11/02/2015)
<input type="checkbox"/>	Free	108	11/02/2015	ORDER of USCA (certified copy) re appeal 47 ; affirming the district court's order granting PBGC's motion to appoint a receiver ; mandate to issue (clp) (Entered: 11/03/2015)
<input type="checkbox"/>	Runner		11/05/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Melissa Harclerode on behalf of plaintiff Pension Benefit Guaranty Corporation (Harclerode, Melissa) (Entered: 11/05/2015)
<input type="checkbox"/>	Runner		11/06/2015	(NON-DOCUMENT) ATTORNEY APPEARANCE of Thomas Bushnell Fullerton on behalf of appellant Estate of Victor Posner (Fullerton, Thomas) (Entered: 11/06/2015)
<input type="checkbox"/>	Online	109	11/12/2015	TRANSCRIPT of Status Conference held October 28, 2015 before U.S. District Judge Robert Holmes Bell; NOTE: this transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the release of transcript restriction date; after that date it may be obtained through PACER; under the Policy Regarding Transcripts the parties have 14 days within which to file a Notice of Intent to redact, and 21 days within which to file a Redaction Request; if no Transcript Redaction Request is filed, the court will assume redaction of personal identifiers is not necessary and this transcript will be made available via PACER after the release of transcript restriction set for 2/10/2016 ; redaction request due 12/3/2015 (Court Reporter: Gaugier, Kevin (616) 456-6133) (Entered: 11/12/2015)
<input type="checkbox"/>	Online	110	11/30/2015	SEALED DOCUMENT Receiver's Report, November 2015 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit) (Grekin, Joseph) (Entered: 11/30/2015)
<input type="checkbox"/>	Online	111	11/30/2015	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit, # 2 Exhibit) (Fitzgerald, Sean) (Entered: 11/30/2015)
<input type="checkbox"/>	Free	112	11/30/2015	MOTION for bill of costs by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Proof of Service) (Grekin, Joseph) (Entered: 11/30/2015)
<input type="checkbox"/>	Online	113	11/30/2015	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Proof of Service) (Grekin, Joseph) (Entered: 11/30/2015)
<input type="checkbox"/>	Online	114	12/28/2015	MANDATE of USCA re appeal 47 (kw) (Entered: 12/29/2015)
<input type="checkbox"/>	Free	115	12/29/2015	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 12/29/2015)
<input type="checkbox"/>	Online	116	12/29/2015	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 12/29/2015)
<input type="checkbox"/>	Online	117	12/29/2015	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 12/29/2015)

<input type="checkbox"/>	Online	118	01/04/2016	SEALED DOCUMENT Receiver's Report, December 2015 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1 , # 2 Appendix 2) (Grekin, Joseph) (Entered: 01/04/2016)
<input type="checkbox"/>	Online	119	02/02/2016	SEALED DOCUMENT Receiver's Report for January 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order DN 61 (Attachments: # 1 Appendix 1 , # 2 Appendix 2 , # 3 Appendix 3) (Grekin, Joseph) (Entered: 02/02/2016)
<input type="checkbox"/>	Online	120	02/02/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit , # 2 Exhibit) (Fitzgerald, Sean) (Entered: 02/02/2016)
<input type="checkbox"/>	Online	121	02/02/2016	MOTION for bill of costs Monthly Fee Application by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Proof of Service) (Grekin, Joseph) (Entered: 02/02/2016)
<input type="checkbox"/>	Free	122	02/02/2016	MOTION for attorney fees Monthly Fee Application by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Proof of Service) (Grekin, Joseph) (Entered: 02/02/2016)
<input type="checkbox"/>	Online	123	02/23/2016	NOTICE rescheduling hearing that was previously set for 4/28/16; status conference set for 5/12/2016 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, sdb) (Entered: 02/23/2016)
<input type="checkbox"/>	Online	124	02/29/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit , # 2 Exhibit) (Fitzgerald, Sean) (Entered: 02/29/2016)
<input type="checkbox"/>	Free	125	02/29/2016	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit) (Grekin, Joseph) (Entered: 02/29/2016)
<input type="checkbox"/>	Online	126	02/29/2016	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit) (Grekin, Joseph) (Entered: 02/29/2016)
<input type="checkbox"/>	Online	127	02/29/2016	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re MOTION for bill of costs 126 (Grekin, Joseph) (Entered: 02/29/2016)
<input type="checkbox"/>	Free	128	02/29/2016	CERTIFICATE OF SERVICE by interested party Schafer and Weiner, PLLC re MOTION for attorney fees 125 (Grekin, Joseph) (Entered: 02/29/2016)
<input type="checkbox"/>	Online	129	03/01/2016	SEALED DOCUMENT Receiver Report- February 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order DN61 (Attachments: # 1 Exhibit 1 , # 2 Exhibit 2 , # 3 Exhibit 3) (Grekin, Joseph) (Entered: 03/01/2016)
<input type="checkbox"/>	Online	130	03/31/2016	SEALED DOCUMENT Receiver Report - March 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order DN61 (Attachments: # 1 Appendix 1 , # 2 Appendix 2 , # 3 Appendix 3 , # 4 Appendix 4 , # 5 Appendix 5) (Grekin, Joseph) (Entered: 03/31/2016)
<input type="checkbox"/>	Online	131	04/01/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A , # 2 Exhibit B) (Fitzgerald, Sean) Modified text on 4/1/2016 (clp) (Entered: 04/01/2016)
<input type="checkbox"/>	Online	132	04/01/2016	MOTION for bill of costs for February 1, 2016 through February 29, 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Exhibit C , # 4 Proof of Service) (Grekin, Joseph) Modified text on 4/1/2016 (clp) (Entered: 04/01/2016)
<input type="checkbox"/>	Free	133	04/01/2016	MOTION for attorney fees for February 1, 2016 through February 29, 2016 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Proof of Service) (Grekin, Joseph) Modified text on 4/1/2016 (clp) (Entered: 04/01/2016)
<input type="checkbox"/>	Online	134	04/26/2016	PROPOSED STIPULATION and ORDER Authorizing the Sale of Extraneous Property by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 04/26/2016)
<input type="checkbox"/>	Online	135	04/28/2016	ORDER granting STIPULATION 134 authorizing the sale of extraneous property ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 04/28/2016)
<input type="checkbox"/>	Online	136	05/02/2016	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Exhibit C , # 4 Proof of Service) (Grekin, Joseph) (Entered: 05/02/2016)
<input type="checkbox"/>	Free	137	05/02/2016	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Proof of Service) (Grekin, Joseph) (Entered: 05/02/2016)
<input type="checkbox"/>	Online	138	05/02/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Attachment Proof of Service) (Fitzgerald, Sean) (Entered: 05/02/2016)
<input type="checkbox"/>	Online	139	05/03/2016	SEALED DOCUMENT Receiver's Report- April 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1 , # 2 Appendix 2 , # 3 Appendix 3 , # 4 Appendix 4 , # 5 Appendix 5) (Grekin, Joseph) (Entered: 05/03/2016)
<input type="checkbox"/>	Online	140	05/05/2016	JOINT STATUS REPORT // Fourth Joint Status Report (Attachments: # 1 Certificate of Service) (Torres, Simon) (Entered: 05/05/2016)
<input type="checkbox"/>	Online	141	05/09/2016	ORDER rescheduling hearing that was previously set for 5/12/2016; Rule 16 scheduling conference is rescheduled for 11/15/2016 at 1:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, kcb) (Entered: 05/09/2016)
<input type="checkbox"/>	Online	142	05/10/2016	NOTICE of status conference reinstated for 5/12/2016 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell; (Judge Robert Holmes Bell, kcb) (Entered: 05/10/2016)
<input type="checkbox"/>	Online	143	05/12/2016	MINUTES of status conference held before Judge Robert Holmes Bell (Court Reporter: Kevin Gaugier) (Judge Robert Holmes Bell, kcb) (Entered: 05/12/2016)
<input type="checkbox"/>	Online	144	05/13/2016	PROPOSED STIPULATION and ORDER Dismissing Defendant, State of Michigan with Prejudice by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 05/13/2016)
<input type="checkbox"/>	Online	145	05/13/2016	PROPOSED ORDER regarding Dismissing Defendant State of Michigan with Prejudice by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 05/13/2016)
<input type="checkbox"/>	Online	146	05/16/2016	ORDER granting STIPULATION 144 dismissing Defendant State of Michigan with Prejudice; entered PROPOSED ORDER 145 ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 05/16/2016)
<input type="checkbox"/>	Online	147	06/02/2016	MOTION for bill of costs for April 1 through April 30, 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Proof of Service) (Grekin, Joseph) (Entered: 06/02/2016)
<input type="checkbox"/>	Free	148	06/02/2016	MOTION for attorney fees for April 1 through April 30, 2016 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A , # 2 Exhibit B , # 3 Proof of Service) (Grekin, Joseph) (Entered: 06/02/2016)
<input type="checkbox"/>	Online	149	06/02/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A , # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 06/02/2016)
<input type="checkbox"/>	Online	150	06/02/2016	STIPULATION and PROPOSED ORDER Authorizing Receiver to Employ Lighthouse Title Inc. as Title and Escrow Agent by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 06/02/2016)
<input type="checkbox"/>	Online	151	06/03/2016	SEALED DOCUMENT Receiver Report- May 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order DN 61 (Attachments: # 1 Appendix 1 , # 2 Appendix 2 , # 3 Appendix 3 , # 4 Appendix 4 , # 5 Appendix 5) (Grekin, Joseph) (Entered: 06/03/2016)
<input type="checkbox"/>	Online	152	06/06/2016	ORDER granting STIPULATION 150 authorizing The Receiver to Employ Lighthouse Title, Inc., as title and escrow agent ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 06/06/2016)
<input type="checkbox"/>	Online	153	06/27/2016	SEALED MOTION Stipulation by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 5/12/2016 (Grekin, Joseph) (Entered: 06/27/2016)
<input type="checkbox"/>	Online	154	06/28/2016	SEALED ORDER (RE: ECF No. 153) ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, kcb) (Entered: 06/28/2016)
<input type="checkbox"/>	Online	155	06/30/2016	

			SEALED DOCUMENT Receiver's Report for May 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5) (Grekin, Joseph) (Entered: 06/30/2016)	
<input type="checkbox"/>	Runner	06/30/2016	Copy of Sealed Order 154 sent via U.S. Mail to Joseph Kevin Grekin (jlg) (Entered: 06/30/2016)	
<input type="checkbox"/>	Online	156 06/30/2016	MOTION for bill of costs for May 1 through May 31, 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 06/30/2016)	
<input type="checkbox"/>	Free	157 06/30/2016	MOTION for attorney fees for May 1 through May 31, 2016 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 06/30/2016)	
<input type="checkbox"/>	Online	158 06/30/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit, # 2 Exhibit) (Fitzgerald, Sean) (Entered: 06/30/2016)	
<input type="checkbox"/>	Free	159 07/29/2016	MOTION for attorney fees for June 2016 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Proof of Service) (Grekin, Joseph) (Entered: 07/29/2016)	
<input type="checkbox"/>	Online	160 07/29/2016	MOTION for bill of costs for June 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 07/29/2016)	
<input type="checkbox"/>	Online	161 07/29/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A to Monthly Fee Application, # 2 Exhibit Exhibit B to Monthly Fee Application) (Fitzgerald, Sean) (Entered: 07/29/2016)	
<input type="checkbox"/>	Online	162 08/01/2016	SEALED DOCUMENT Receiver's Report, July 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3) (Grekin, Joseph) (Entered: 08/01/2016)	
<input type="checkbox"/>	Online	163 08/03/2016	MOTION to withdraw as attorney by defendant Michigan, State of; (King, Michael) (Entered: 08/03/2016)	
<input type="checkbox"/>	Online	164 09/01/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 09/01/2016)	
<input type="checkbox"/>	Online	165 09/01/2016	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 09/01/2016)	
<input type="checkbox"/>	Free	166 09/01/2016	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 09/01/2016)	
<input type="checkbox"/>	Online	167 10/06/2016	SEALED DOCUMENT Receiver Report, September 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3) (Grekin, Joseph) (Entered: 10/06/2016)	
<input type="checkbox"/>	Online	168 10/20/2016	MOTION for bill of costs by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 10/20/2016)	
<input type="checkbox"/>	Free	169 10/20/2016	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 10/20/2016)	
<input type="checkbox"/>	Online	170 11/04/2016	SEALED DOCUMENT Receiver's Report for October 2016 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3) (Grekin, Joseph) (Entered: 11/04/2016)	
<input type="checkbox"/>	Online	171 11/10/2016	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit Exhibit B) (Fitzgerald, Sean) (Entered: 11/10/2016)	
<input type="checkbox"/>	Free	172 11/10/2016	MOTION for attorney fees for September 1 thru September 30, 2016 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 11/10/2016)	
<input type="checkbox"/>	Online	173 11/10/2016	MOTION for bill of costs for September 1 thru September 30, 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 11/10/2016)	
<input type="checkbox"/>	Online	174 11/15/2016	MINUTES of status conference held before Judge Robert Holmes Bell (Court Reporter: Kevin Gaugier) (Judge Robert Holmes Bell, kcb) (Entered: 11/15/2016)	
<input type="checkbox"/>	Online	175 11/16/2016	NOTICE of status conference set for 1/30/2017 at 01:15 PM at 601 Federal Building, Grand Rapids, MI before Judge Robert Holmes Bell (Judge Robert Holmes Bell, clp) (Entered: 11/16/2016)	
<input type="checkbox"/>	Online	176 01/27/2017	PROPOSED ORDER regarding Order Authorizing the Sale of Real and Personal Property Independent of Any of Any Requirements Under 28 U.S.C. §2001, 2002 and 2004 by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 01/27/2017)	
<input type="checkbox"/>	Online	177 01/27/2017	SEALED DOCUMENT Receiver Report for November, December, 2016 and January 2017 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3, # 4 Appendix 4, # 5 Appendix 5) (Grekin, Joseph) (Entered: 01/27/2017)	
<input type="checkbox"/>	Free	178 01/30/2017	MINUTES of status conference held before Judge Robert Holmes Bell (Court Reporter: Kevin Gaugier) (Judge Robert Holmes Bell, clp) (Entered: 01/30/2017)	
<input type="checkbox"/>	Free	179 01/30/2017	ORDER granting PROPOSED ORDER 176 ; signed by Judge Robert Holmes Bell (Judge Robert Holmes Bell, clp) (Entered: 01/30/2017)	
<input type="checkbox"/>	Online	180 02/01/2017	NOTICE that this case is reassigned to Chief Judge Robert J. Jonker pursuant to Administrative Order No. 17-CA-021, Judge Robert Holmes Bell no longer assigned to the case (mla) (Entered: 02/01/2017)	
<input type="checkbox"/>	Online	181 02/23/2017	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 02/23/2017)	
<input type="checkbox"/>	Online	182 02/23/2017	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 02/23/2017)	
<input type="checkbox"/>	Free	183 02/24/2017	MOTION for attorney fees by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 02/24/2017)	
<input type="checkbox"/>	Free	184 02/24/2017	MOTION for attorney fees for December 2016 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 02/24/2017)	
<input type="checkbox"/>	Online	185 02/24/2017	MOTION for bill of costs for November 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 02/24/2017)	
<input type="checkbox"/>	Online	186 02/24/2017	MOTION for bill of costs for December 2016 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Proof of Service) (Grekin, Joseph) (Entered: 02/24/2017)	
<input type="checkbox"/>	Online	187 05/15/2017	NOTICE of status conference set for 6/27/2017 at 04:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; (Chief Judge Robert J. Jonker, sdb) (Entered: 05/15/2017)	
<input type="checkbox"/>	Online	188 05/18/2017	PROPOSED ORDER regarding Adjourning Status Conference until June 28, 2017 by receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 05/18/2017)	
<input type="checkbox"/>	Free	189 05/18/2017	ORDER granting PROPOSED ORDER 188 ; Status conference rescheduled to 6/28/17 at 4:00 PM; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, sdb) (Entered: 05/18/2017)	
<input type="checkbox"/>	Online	190 06/08/2017	SEALED DOCUMENT Receiver Report, June 2017 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1, # 2 Appendix 2, # 3 Appendix 3) (Grekin, Joseph) (Entered: 06/08/2017)	
<input type="checkbox"/>	Free	191 06/13/2017	MOTION for order of sale of Assets w/ supporting Brief by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Index, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E) (Grekin, Joseph) (Entered: 06/13/2017)	
<input type="checkbox"/>	Online	192 06/15/2017		

<input type="checkbox"/>			ORDER entered 191 regarding motion for order of sale; request for expedited consideration denied; hearing on motion scheduled for 7/21/17 at 2 p.m.; objections to proposed sale due 7/11/17; status conference rescheduled to 7/21/17 at 2 p.m.; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, sdb) (Entered: 06/15/2017)
<input type="checkbox"/>	Free	193 06/16/2017	MOTION to adjourn Reschedule Motion for Order Authorizing Sale of Assets and Status Conference with brief in support by receiver Charles (Chip) Hoebeke; (Grekin, Joseph) Modified text on 6/19/2017 (mg). (Entered: 06/16/2017)
<input type="checkbox"/>	Online	194 06/19/2017	NOTICE RESCHEDULING MOTION HEARING regarding document number 191 that was previously set for 7/21/17; motion hearing is set for 7/26/2017 at 03:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; status conference rescheduled to 7/26/17 (Chief Judge Robert J. Jonker, sdb) (Entered: 06/19/2017)
<input type="checkbox"/>	Online	195 06/21/2017	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re MOTION for order of sale of Assets w/ supporting Brief 191 (Grekin, Joseph) (Entered: 06/21/2017)
<input type="checkbox"/>	Free	196 06/21/2017	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re Notice Rescheduling Motion Hearing, 194 , Order on Motion for Order of Sale, 192 (Grekin, Joseph) (Entered: 06/21/2017)
<input type="checkbox"/>	Free	197 07/06/2017	MOTION for attorney fees for January 1, 2017 through January 31, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 07/06/2017)
<input type="checkbox"/>	Free	198 07/06/2017	MOTION for attorney fees for February 1, 2017 through February 28, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 07/06/2017)
<input type="checkbox"/>	Online	199 07/06/2017	CERTIFICATE OF SERVICE by interested party Schafer and Weiner, PLLC re MOTION for attorney fees for January 1, 2017 through January 31, 2017 197 , MOTION for attorney fees for February 1, 2017 through February 28, 2017 198 (Grekin, Joseph) (Entered: 07/06/2017)
<input type="checkbox"/>	Online	200 07/06/2017	MOTION for bill of costs for January 1, 2017 through January 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 07/06/2017)
<input type="checkbox"/>	Online	201 07/06/2017	MOTION for bill of costs for February 1, 2017 through February 28, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 07/06/2017)
<input type="checkbox"/>	Online	202 07/06/2017	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re MOTION for bill of costs for February 1, 2017 through February 28, 2017 201 , MOTION for bill of costs for January 1, 2017 through January 31, 2017 200 (Grekin, Joseph) (Entered: 07/06/2017)
<input type="checkbox"/>	Online	203 07/07/2017	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 07/07/2017)
<input type="checkbox"/>	Online	204 07/07/2017	MOTION for bill of costs by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 07/07/2017)
<input type="checkbox"/>	Online	205 07/07/2017	CERTIFICATE OF SERVICE by interested party Kreis, Enderle, Hudgins & Borsos, P.C. re Motion for attorney fees for January 1, 2017 through January 31, 2017 and Motion for attorney fees for February 1, 2017 through February 28, 2017 (Fitzgerald, Sean) (Entered: 07/07/2017)
<input type="checkbox"/>	Free	206 07/11/2017	MOTION for attorney fees March 1 - March 31, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 07/11/2017)
<input type="checkbox"/>	Free	207 07/11/2017	MOTION for attorney fees April 1 - April 30, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit A) (Grekin, Joseph) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	208 07/11/2017	CERTIFICATE OF SERVICE by interested party Schafer and Weiner, PLLC re MOTION for attorney fees April 1 - April 30, 2017 207 , MOTION for attorney fees March 1 - March 31, 2017 206 (Grekin, Joseph) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	209 07/11/2017	MOTION for bill of costs for March 1 - March 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	210 07/11/2017	MOTION for bill of costs for April 1 - April 30, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	211 07/11/2017	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re MOTION for bill of costs for March 1 - March 31, 2017 209 , MOTION for bill of costs for April 1 - April 30, 2017 210 (Grekin, Joseph) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	212 07/11/2017	MOTION for bill of costs for March 1 - March 31, 2017 by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	213 07/11/2017	MOTION for bill of costs for April 1 - April 30, 2017 by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	214 07/11/2017	CERTIFICATE OF SERVICE by interested party Kreis, Enderle, Hudgins & Borsos, P.C. re Motion for bill of costs for March 1 - March 31, 2017 and Motion for bill of costs for April 1 - April 30, 2017 (Fitzgerald, Sean) (Entered: 07/11/2017)
<input type="checkbox"/>	Online	215 07/19/2017	SEALED DOCUMENT Receiver Report- July 2017 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1- Part A, # 2 Appendix 1- Part B, # 3 Appendix 2, # 4 Appendix 3) (Grekin, Joseph) (Entered: 07/19/2017)
<input type="checkbox"/>	Online	216 07/24/2017	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke Motion for Entry of Order Authorizing the Sale of Assets, Order regarding Motion and Notice of Hearing (Grekin, Joseph) (Entered: 07/24/2017)
<input type="checkbox"/>	Runner	07/24/2017	(NON-DOCUMENT) ATTORNEY APPEARANCE of Christina Kay McDonald on behalf of interested party Crestmark Bank ; party Crestmark Bank added (McDonald, Christina) (Entered: 07/24/2017)
<input type="checkbox"/>	Online	217 07/25/2017	RESPONSE in opposition to MOTION for order of sale of Assets w/ supporting Brief 191 Crestmark Bank's limited objection to motion for order of order authorizing the sale of assets filed by Crestmark Bank (Attachments: # 1 Exhibit A) (McDonald, Christina) Modified text on 7/26/2017 (mg). (Entered: 07/25/2017)
<input type="checkbox"/>	Online	218 07/26/2017	NOTICE of status conference set for 9/26/2017 at 03:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; (Chief Judge Robert J. Jonker, sdb) (Entered: 07/26/2017)
<input type="checkbox"/>	Online	219 07/26/2017	ORDER granting 191 motion for order of sale; signed by Chief Judge Robert J. Jonker (Attachments: # 1 Attachment) (Chief Judge Robert J. Jonker, sdb) (Entered: 07/26/2017)
<input type="checkbox"/>	Online	220 07/26/2017	MINUTES of status conference and motion hearing re 191 MOTION for order of sale of Assets w/ supporting Brief filed by Charles (Chip) Hoebeke held before Chief Judge Robert J. Jonker (Court Reporter: Glenda Trexler) (Chief Judge Robert J. Jonker, sdb) (Entered: 07/27/2017)
<input type="checkbox"/>	Online	221 08/03/2017	MOTION for bill of costs for May 1-31, 2017 by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fazio, Sara) (Entered: 08/03/2017)
<input type="checkbox"/>	Online	222 08/03/2017	MOTION for bill of costs for June 1-30, 2017 by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fazio, Sara) (Entered: 08/03/2017)
<input type="checkbox"/>	Online	223 08/03/2017	MOTION for bill of costs for July 1-31, 2017 by interested party Kreis, Enderle, Hudgins & Borsos, P.C.; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fazio, Sara) (Entered: 08/03/2017)
<input type="checkbox"/>	Online	224 08/10/2017	PROPOSED ORDER regarding Authorization to Substitute Local Counsel by receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 08/10/2017)
<input type="checkbox"/>	Online	225 08/12/2017	ORDER granting PROPOSED ORDER 224 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, sdb) (Entered: 08/12/2017)
<input type="checkbox"/>	Online	226 09/12/2017	PROPOSED ORDER regarding Receiver to Employ Colliers International Property Consultants, Inc. as Broker by receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 09/12/2017)

<input type="checkbox"/>	Online	227	09/12/2017	SEALED DOCUMENT September 2017 receiver report by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1 - Part 1, # 2 Appendix 1 - Part 2, # 3 Appendix 2, # 4 Appendix 3 - Part 1, # 5 Appendix 3 - Part 2, # 6 Appendix 4) (Grekin, Joseph) (Entered: 09/12/2017)
<input type="checkbox"/>	Online	228	09/14/2017	SEALED DOCUMENT Receiver Report - September 14, 2017 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1) (Grekin, Joseph) (Entered: 09/14/2017)
<input type="checkbox"/>	Online	229	09/20/2017	ORDER granting PROPOSED ORDER 226 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, sdb) (Entered: 09/20/2017)
<input type="checkbox"/>	Online	230	09/20/2017	NOTICE rescheduling hearing that was previously set for 9/26/17; status conference set for 11/1/2017 at 02:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; (Chief Judge Robert J. Jonker, sdb) (Entered: 09/20/2017)
<input type="checkbox"/>	Online	231	09/21/2017	NOTICE of Withdrawal of Appearance and Request to be Removed from (1) Service List; (2) Mailing Matrix; and (3) the Court's Electronic Notice System by plaintiff Pension Benefit Guaranty Corporation (Attachments: # 1 Certificate of Service) (Torres, Simon) (Entered: 09/21/2017)
<input type="checkbox"/>	Online	232	10/23/2017	SEALED DOCUMENT Receivership Report, October 23, 2017 by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1) (Grekin, Joseph) (Entered: 10/23/2017)
<input type="checkbox"/>	Online	233	10/23/2017	PROPOSED ORDER regarding Authority to Employ Sequor Law, P.A. as Local Counsel for Receiver by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 10/23/2017)
<input type="checkbox"/>	Online	234	10/24/2017	ORDER granting Authority to Employ Sequor Law, P.A. as Local Counsel for Receiver 233 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 10/24/2017)
<input type="checkbox"/>	Free	235	10/25/2017	MOTION for attorney fees for May 1 through May 31, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Free	236	10/25/2017	MOTION for attorney fees for June 1 through June 30, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Free	237	10/25/2017	MOTION for attorney fees for July 1 through July 31, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Free	238	10/25/2017	MOTION for attorney fees for August 1 through August 31, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Online	239	10/25/2017	MOTION for bill of costs for May 1 through May 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Online	240	10/25/2017	MOTION for bill of costs for June 1 through June 30, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Online	241	10/25/2017	MOTION for bill of costs for July 1 through July 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Online	242	10/25/2017	MOTION for bill of costs for August 1 through August 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Grekin, Joseph) (Entered: 10/25/2017)
<input type="checkbox"/>	Online	243	11/01/2017	NOTICE of status conference set for 1/29/2018 at 02:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; (Chief Judge Robert J. Jonker, sdb) (Entered: 11/01/2017)
<input type="checkbox"/>	Online	244	11/01/2017	MINUTES of status conference held before Chief Judge Robert J. Jonker (Court Reporter: Glenda Trexler) (Chief Judge Robert J. Jonker, sdb) (Entered: 11/02/2017)
<input type="checkbox"/>	Online	245	11/02/2017	ORDER resetting status conference: status conference reset for 2/13/2018 at 03:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; status report due by 2/6/2018; [Please open Order for important details]; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 11/02/2017)
<input type="checkbox"/>	Online	246	12/01/2017	SEALED DOCUMENT by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61 (Attachments: # 1 Appendix 1) (Grekin, Joseph) (Entered: 12/01/2017)
<input type="checkbox"/>	Online	247	01/19/2018	PROPOSED ORDER regarding Employ Schowalter & Jobouri, P.C. as Auditor by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 01/19/2018)
<input type="checkbox"/>	Online	248	01/22/2018	ORDER and ORDER TO SHOW CAUSE: Department of Labor, and Chief of the Division of Reporting Compliance to show cause by 1/31/2018; Receiver shall provide its statement not later than 1/31/2018 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 01/22/2018)
<input type="checkbox"/>	Online	249	01/24/2018	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re Order to Show Cause (Deadline), 248 , Order on Proposed Order 55 (Grekin, Joseph) (Entered: 01/24/2018)
<input type="checkbox"/>	Runner		01/29/2018	(NON-DOCUMENT) ATTORNEY APPEARANCE of Sarah K. Hughes on behalf of in re US Department of Labor ; party US Department of Labor added (Hughes, Sarah) (Entered: 01/29/2018)
<input type="checkbox"/>	Online	250	01/30/2018	STIPULATED MOTION to adjourn Status Conference Until February 20, 2018 by receiver Charles (Chip) Hoebeke; (Weiner, Jason) (Entered: 01/30/2018)
<input type="checkbox"/>	Online	251	01/30/2018	PROPOSED ORDER regarding Stipulated Motion to Adjourn Status Conference Until February 20, 2018 by receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 01/30/2018)
<input type="checkbox"/>	Online	252	01/31/2018	RESPONSE by receiver Charles (Chip) Hoebeke to Order to Show Cause (Deadline), 248 filed 1/22/2018 Statement and Special Report in Response to Show Cause Order (Attachments: # 1 Exhibit 1- Demand Letter, # 2 Exhibit 2- Letter from DOL, # 3 Proof of Service) (Grekin, Joseph) (Entered: 01/31/2018)
<input type="checkbox"/>	Online	253	01/31/2018	RESPONSE by in re U.S. Department of Labor to Order to Show Cause (Deadline), 248 filed 01/22/18 The Department of Labor and the Chief of the Division of Reporting Compliance's Response to the Court's Order and Order to Show Cause (Attachments: # 1 Attachment Declaration of Scott Albert, # 2 Attachment Declaration of Tunna M. Wyatt, # 3 Attachment Declaration of Jeana Lawson) (Hughes, Sarah) (Entered: 01/31/2018)
<input type="checkbox"/>	Online	254	02/01/2018	ORDER Discharging Show Cause re 248 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 02/01/2018)
<input type="checkbox"/>	Online	255	02/02/2018	NOTICE rescheduling hearing that was previously set for 2/13/18; status conference set for 3/13/2018 at 02:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; (Chief Judge Robert J. Jonker, sdb) (Entered: 02/02/2018)
<input type="checkbox"/>	Online	256	02/06/2018	FIFTH SEALED DOCUMENT Joint Status Report by receiver Charles (Chip) Hoebeke ; filed under seal pursuant to order 61, 245 (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 02/06/2018)
<input type="checkbox"/>	Online	257	03/09/2018	MOTION to UNSEAL DOCUMENT 66 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Proof of Service) (Grekin, Joseph) (Entered: 03/09/2018)
<input type="checkbox"/>	Online	258	03/09/2018	PROPOSED ORDER regarding Granting Motion to Unseal Receiver's Report by receiver Charles (Chip) Hoebeke (Grekin, Joseph) (Entered: 03/09/2018)
<input type="checkbox"/>	Online	259	03/13/2018	MINUTES of status conference held before Chief Judge Robert J. Jonker (Court Reporter: Glenda Trexler) (Chief Judge Robert J. Jonker, ymc) (Entered: 03/13/2018)
<input type="checkbox"/>	Online	260	03/13/2018	NOTICE of status conference set for 6/18/2018 at 02:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; (Chief Judge Robert J. Jonker, sdb) (Entered: 03/13/2018)
<input type="checkbox"/>	Online	261	03/14/2018	ORDER granting 258 Receiver's Motion to Unseal Receiver's Report Dated 5/29/2015 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 03/14/2018)
<input type="checkbox"/>	Free	262	03/14/2018	MOTION for attorney fees for September 1, 2017 through September 30, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 03/14/2018)
<input type="checkbox"/>	Free	263	03/14/2018	

			MOTION for attorney fees for October 1, 2017 through October 31, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 03/14/2018)		
<input type="checkbox"/>	Free	264	03/14/2018	MOTION for attorney fees for November 1, 2017 through November 30, 2017 by interested party Schafer and Weiner, PLLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 03/14/2018)	
<input type="checkbox"/>	Online	265	03/14/2018	CERTIFICATE OF SERVICE by interested party Schafer and Weiner, PLLC re MOTION for attorney fees for November 1, 2017 through November 30, 2017 264 , MOTION for attorney fees for September 1, 2017 through September 30, 2017 262 , MOTION for attorney fees for October 1, 2017 through October 31, 2017 263 (Grekin, Joseph) (Entered: 03/14/2018)	
<input type="checkbox"/>	Online	266	03/19/2018	MOTION for attorney fees for July 2017 by interested party Clark Hill PLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 03/19/2018)	
<input type="checkbox"/>	Online	267	03/19/2018	MOTION for attorney fees for September 2017 by interested party Clark Hill PLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 03/19/2018)	
<input type="checkbox"/>	Online	268	03/19/2018	MOTION for attorney fees for November 2017 by interested party Clark Hill PLC; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Fitzgerald, Sean) (Entered: 03/19/2018)	
<input type="checkbox"/>	Online	269	03/19/2018	CERTIFICATE OF SERVICE by interested party Clark Hill PLC re MOTION for attorney fees for July 2017 266 , MOTION for attorney fees for September 2017 267 , MOTION for attorney fees for November 2017 268 (Fitzgerald, Sean) (Entered: 03/19/2018)	
<input type="checkbox"/>	Online	270	03/19/2018	JOINT MOTION to approve consent judgment on Counts I - II of Plaintiff PBGC's Complaint and, JOINT MOTION to dismiss Without Prejudice Count III of PBGC's Complaint (responses due 4/16/2018;) by plaintiff Pension Benefit Guaranty Corporation; (Attachments: # 1 Proposed Order, # 2 Certificate of Service) (Torres, Simon) (Entered: 03/19/2018)	
<input type="checkbox"/>	Free	271	03/22/2018	ORDER granting 270 motion to approve Consent Judgment to Plaintiff PBGC on Counts I-II; granting 270 motion to dismiss without prejudice Count III ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 03/22/2018)	
<input type="checkbox"/>	Free	272	05/18/2018	MOTION for attorney fees for December 1 - December 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 05/18/2018)	Events since last full update
<input type="checkbox"/>	Free	273	05/18/2018	MOTION for attorney fees January 1, 2018 - January 31, 2018 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 05/18/2018)	Events since last full update
<input type="checkbox"/>	Online	274	05/21/2018	MOTION for order of sale of real property by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F, # 7 Proof of Service) (Weiner, Jason) (Entered: 05/21/2018)	Events since last full update
<input type="checkbox"/>	Online	275	05/22/2018	MOTION for order Ratifying Receiver's Actions and Authority to Act in Debtor Brenda Diana Nestor's Individual Bankruptcy Case by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Proof of Service) (Weiner, Jason) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Free	276	05/22/2018	MOTION for bill of costs October 1 - October 31, 2017 for Sequor Law, P.A. by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Online	277	05/22/2018	MOTION for bill of costs for November 1 - November 30, 2017 of Sequor Law, P.A. by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Online	278	05/22/2018	MOTION for bill of costs of Sequor Law, P.A. for December 1 - December 31, 2017 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Online	279	05/22/2018	MOTION for bill of costs of Sequor Law, P.A. for January 1 - January 31, 2018 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Online	280	05/22/2018	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re MOTION for bill of costs of Sequor Law, P.A. for December 1 - December 31, 2017 278 , MOTION for bill of costs of Sequor Law, P.A. for January 1 - January 31, 2018 279 , MOTION for bill of costs October 1 - October 31, 2017 for Sequor Law, P.A. 276 , MOTION for bill of costs for November 1 - November 30, 2017 of Sequor Law, P.A. 277 (Grekin, Joseph) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Online	281	05/22/2018	ORDER that the Court will consider 274 at the status conference scheduled for 6/18/2018 at 2:00 pm. Any interested party that objects to any portion of the requested relief shall file an objection not later than 6/13/2018; and shall appear for the hearing on 6/18/2018; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 05/22/2018)	Events since last full update
<input type="checkbox"/>	Online	282	05/23/2018	CERTIFICATE OF SERVICE by receiver Charles (Chip) Hoebeke re MOTION for order of sale of real property 274 , Order, 281 served on Security Pacific Business Credit, Inc. (Weiner, Jason) (Entered: 05/23/2018)	Events since last full update
<input type="checkbox"/>	Online	283	05/29/2018	STIPULATED MOTION to adjourn status conference by receiver Charles (Chip) Hoebeke; (Weiner, Jason) (Entered: 05/29/2018)	Events since last full update
<input type="checkbox"/>	Online	284	05/29/2018	PROPOSED ORDER regarding adjourn status conference by receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 05/29/2018)	Events since last full update
<input type="checkbox"/>	Online	285	05/31/2018	ORDER granting 283 motion to adjourn; Status Conference is reset to 7/11/2018 at 4:00 PM; terminating PROPOSED ORDER 284 ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 05/31/2018)	Events since last full update
<input type="checkbox"/>	Online	287	07/16/2018	ORDER granting 274 motion for order of sale ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 07/16/2018)	Events since last full update
<input type="checkbox"/>	Online	288	07/16/2018	ORDER granting 275 motion for order Ratifying Receiver's Actions and Authority to Act in Debtor Brenda Diana Nestor's Individual Bankruptcy Case ; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, ymc) (Entered: 07/16/2018)	Events since last full update
<input type="checkbox"/>	Online	289	07/19/2018	NOTICE of status conference set for 10/30/2018 at 03:00 PM at 699 Federal Building, Grand Rapids, MI before Chief Judge Robert J. Jonker; status report due by 10/23/2018 (Chief Judge Robert J. Jonker, sdb) (Entered: 07/19/2018)	Events since last full update
<input type="checkbox"/>	Online	286	07/11/2018	MINUTES of status conference held before Chief Judge Robert J. Jonker (Court Reporter: Glenda Trexler) (Chief Judge Robert J. Jonker, sdb) (Entered: 07/11/2018)	Events since last full update
<input type="checkbox"/>	Online	290	08/28/2018	PROPOSED ORDER regarding Adjournment of Status Conference by receiver Charles (Chip) Hoebeke (Weiner, Jason) (Entered: 08/28/2018)	Events since last full update
<input type="checkbox"/>	Online	291	09/02/2018	ORDER granting PROPOSED ORDER 290 ; Status conference rescheduled to 11/26/18 at 3:00 PM; signed by Chief Judge Robert J. Jonker (Chief Judge Robert J. Jonker, sdb) (Entered: 09/02/2018)	Events since last full update
<input type="checkbox"/>	Online	292	09/14/2018	MOTION for attorney fees February 1, 2018 through February 28, 2018 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 09/14/2018)	Events since last full update
<input type="checkbox"/>	Online	293	09/14/2018	MOTION for attorney fees March 1, 2018 through March 31, 2018 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Grekin, Joseph) (Entered: 09/14/2018)	

					Events since last full update
<input type="checkbox"/>	Online	294	09/14/2018	MOTION for attorney fees April 1, 2018 through April 30, 2018 by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B) (Grekin, Joseph) (Entered: 09/14/2018)	Events since last full update
<input type="checkbox"/>	Online	295	09/14/2018	MOTION for bill of costs March 1, 2018 through March 31, 2018 for Sequor Law, P.A. by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B) (Grekin, Joseph) (Entered: 09/14/2018)	Events since last full update
<input type="checkbox"/>	Online	296	09/14/2018	MOTION for bill of costs April 1, 2018 through April 30, 2018 for Sequor Law, P.A. by receiver Charles (Chip) Hoebeke; (Attachments: # 1 Exhibit A , # 2 Exhibit B) (Grekin, Joseph) (Entered: 09/14/2018)	Events since last full update

Items 1 to 316 of 316

Retrieve Document(s)

Send to TimeMap

Dockets may include case events that have occurred since the docket was last updated. For a comprehensive view of the case events, please [update the docket](#)

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF NEW YORK
 CIVIL ACTION No.: 1:16-cv-6848(BMC)(VMS)
 -----x
 SECURITIES & EXCHANGE COMMISSION
 Plaintiff,
 -against-
 PLATINUM MANAGEMENT (NY) LLC,
 PLATINUM CREDIT MANAGEMENT, L.P.;
 MARK NORDLICHT; DAVID LEVY; DANIEL SMALL;
 URI LANDESMAN; JOSEPH MANN;
 JOSEPH SANFILIPPO; and JEFFREY SHULSE,
 Defendants.
 -----x

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

August 29, 2018
 10:27 a.m.

DEPOSITION OF MICHAEL E. BAUM
 NEW YORK, NEW YORK
 WEDNESDAY, AUGUST 29, 2018

Deposition of MICHAEL E. BAUM, held at the
 offices of Otterbourg P.C., 230 Park Avenue, New York,
 New York pursuant to Notice before DANIELLE GRANT, a
 Shorthand Reporter and Notary Public of the State of New
 York.

REPORTED BY:
 DANIELLE GRANT
 JOB NO.: 16647
 HUDSON REPORTING & VIDEO 1-800-310-1769

1
2 A P P E A R A N C E S:
3 OTTERBOURG P.C.
4 Attorneys for the Plaintiff
5 230 Park Avenue
6 30th Floor
7 New York, New York 10169
8 BY: ERIK WEINICK, ESQ., of Counsel
9 ADAM SILVERSTEIN, ESQ., of Counsel
10
11 SCHAFER & WEINER, PLLC
12 Attorneys for the Witness
13 40950 Woodward Ave.
14 Suite 100
15 Stoneridge West
16 Bloomfield Hills, Michigan 48304
17 BY: JOSEPH K. GREKIN, ESQ., of Counsel
18
19 CARLET, GARRISON, KLEIN & ZARETSKY, LLP
20 Attorneys for Schafer & Weiner
21 623 Fifth Avenue
22 24th Floor
23 New York, New York 10022
24 BY: NORMAN KLEIN, ESQ., of Counsel
25
26 ALSO PRESENT:
27 Neal Jacobson, Securities and Exchange Commission

1
2 FEDERAL STIPULATIONS
3 IT IS STIPULATED AND AGREED by and between
4 the attorneys for the respective parties herein that
5 the filing, sealing, and certification of the within
6 deposition be waived.
7 IT IS FURTHER STIPULATED AND AGREED that
8 all objections, except as to the form of the
9 question, shall be reserved to the time of the trial.
10 IT IS FURTHER STIPULATED AND AGREED that
11 the within deposition may be sworn to and signed
12 before any officer authorized to administer an oath,
13 with the same force and effect as if signed to before
14 the court.
15
16
17 - oOo -
18
19
20
21
22
23
24
25

1 MICHAEL E. BAUM
 2 MICHAEL E. BAUM, called as a
 3 witness, having been first duly sworn by
 4 Danielle Grant, a Notary Public within
 5 and for the State of New York, was
 6 examined and testified as follows:
 7 DIRECT EXAMINATION BY
 8 MR. WEINICK:
 9 Q Good morning, Mr. Baum. As you
 10 know, my name is Erik Weinick of Otterbourg,
 11 PC. I represent Melanie Cyganowski, as the
 12 receiver of various Platinum entities. I'll
 13 refer to her as the receiver or the current
 14 receiver in today's deposition. Is that okay
 15 with you?
 16 A Yes.
 17 Q If I refer to the prior
 18 receiver, you'll understand that I'm referring
 19 to Bart Schwartz?
 20 A Yes.
 21 Q I'm joined today by Adam
 22 Silverstein, also of Otterbourg, and I'll have
 23 other counsel state their appearances.
 24 MR. JACOBSON: Neal Jacobson,
 25 on behalf of the Securities and

1 MICHAEL E. BAUM
 2 Exchange Commission.
 3 MR. GREKIN: Joseph Grekin, on
 4 behalf of Schafer & Weiner.
 5 MR. KLEIN: Norman Klein, on
 6 behalf of Schafer & Weiner.
 7 BY MR. WEINICK
 8 Q Mr. Baum, is there any reason
 9 that you can't testify today?
 10 A No.
 11 Q Did you do anything to prepare
 12 for today's deposition?
 13 A Yes.
 14 Q What did you do?
 15 A My office prepared a binder of
 16 material that it asked me to review, and I had
 17 a discussion with Mr. Grekin, as well as one
 18 of my other partner prior to coming here,
 19 anticipating some of the questions you might
 20 ask. We did that last week for about an hour.
 21 Q Appreciate the details. Did
 22 you prepare for today's deposition by speaking
 23 with anyone other than Mr. Grekin, or one of
 24 your other partners at Schafer & Weiner?
 25 A I had a short two-minute

1 MICHAEL E. BAUM
 2 conversation, five-minutes maximum -- I think
 3 it was closer to two -- with Mr. Klein.
 4 Q Did you speak with anyone other
 5 than counsel, regarding today's deposition?
 6 A No.
 7 Q Did the documents in the binder
 8 you referred to refresh your memory about any
 9 of the events that relate to Schafer &
 10 Weiner's fee application in the receivership?
 11 A Yes and no. I was pretty
 12 familiar with them. But they sort of
 13 highlighted some of the issues.
 14 Q Which documents highlighted
 15 some issues for you?
 16 A You mean which documents were
 17 in the binder?
 18 Q Correct.
 19 MR. GREKIN: You can go ahead
 20 and tell him. It's not a secret.
 21 What did you read?
 22 A I think I brought the binder,
 23 and I just -- I think I reviewed my testimony
 24 in Texas, my declarations, the prior
 25 receiver's declaration, the SEC declaration,

1 MICHAEL E. BAUM
 2 and I think that there were some pleadings
 3 that you had filed, the current receiver had
 4 filed in the case. I didn't read all of those
 5 pleadings.
 6 Q We don't have to break now, but
 7 perhaps at a break we'll take a look at the
 8 binder.
 9 Mr. Baum, from where did you
 10 graduate law school?
 11 A Wayne State University.
 12 Q When?
 13 A '78.
 14 Q And you're admitted to the bar
 15 in Michigan?
 16 A Yes.
 17 Q When did you receive that
 18 admission?
 19 A November 3, 1978.
 20 Q Are you admitted to any other
 21 bars?
 22 A Only on a pro hac vice basis,
 23 not formally.
 24 Q Have you ever been the subject
 25 of a disciplinary complaint?

1 MICHAEL E. BAUM
 2 A No. There was one person that
 3 once sent in a letter about me, but it ended
 4 up being dismissed. I'm also a member --
 5 yeah, never mind.
 6 Q When was that letter sent?
 7 A I don't remember. It was a
 8 number of years ago.
 9 Q What was the nature of the
 10 complaint?
 11 A Supposedly, there was money in
 12 our trust account that a person complained
 13 that was transferred, and that I knew about
 14 the fact that I knew it was supposed to be
 15 held in our trust account. That complaint was
 16 made, we answered it, and it ended right
 17 there.
 18 Q Do you recall the name of the
 19 complainant?
 20 A No.
 21 Q To whom was the complaint
 22 addressed?
 23 A Our attorney disciplinary
 24 board.
 25 Q The Michigan Attorney

1 MICHAEL E. BAUM
 2 Disciplinary Committee?
 3 A Yes. Grievance committee. I
 4 misspoke.
 5 Q I think you started to say you
 6 are a member --
 7 A I'm a hearing officer on the
 8 Attorney Disciplinary --
 9 Q And what does that position
 10 entail?
 11 A When attorneys do bad things,
 12 there is a -- there is a board that reviews
 13 the matter and makes decisions.
 14 Q How long have held that
 15 position?
 16 A A couple of years.
 17 MR. GREKIN: Michael, you need
 18 to project a little bit.
 19 THE WITNESS: I'm sorry.
 20 Q Have you ever been the subject
 21 of a disqualification motion?
 22 A I don't understand. In
 23 representing a client that I am disqualified?
 24 Q Correct. Has an adversary ever
 25 made a motion seeking to disqualify you as

1 MICHAEL E. BAUM
 2 counsel for one of your clients?
 3 A No. I do not recall that
 4 happening. I do not recall that happening.
 5 Q Do you recall that -- strike
 6 that.
 7 Has your firm ever been the
 8 subject of a disqualification motion?
 9 A In the context of Chapter 11,
 10 issues as to whether or not we are
 11 disinterested or not disinterested, I'm sure
 12 have arisen. And somebody may have questioned
 13 whether or not we were or were not
 14 disinterested. Because if prior to -- for a
 15 variety of reasons. So I cannot tell you that
 16 we have never been questioned on
 17 disinterestedness, I've been practicing for
 18 over 30 years. I don't remember, but I'm sure
 19 it's come up. It's pretty common.
 20 Q When you refer to
 21 disinterestedness, what are you referring to?
 22 A Section 330 and 320L -- you
 23 know, of the code, the Bankruptcy Code. That
 24 would only be in the context of representing a
 25 Chapter 11 debtor.

1 MICHAEL E. BAUM
 2 Q In your 30 years of practice,
 3 how frequently have you represented Chapter 11
 4 debtors?
 5 A Very frequently.
 6 Q Has it been the bulk of your
 7 practice?
 8 A Yes.
 9 Q Have you ever served as counsel
 10 to an unsecured creditors' committee?
 11 A All at time.
 12 Q Have you ever served as counsel
 13 to a trustee?
 14 A All the time.
 15 Q Same answers if the question is
 16 directed at your firm as a whole as opposed to
 17 just you?
 18 A Yes.
 19 Q When you serve as debtor's
 20 counsel in a Chapter 11, are you required to
 21 have your retention approved by the court?
 22 A Of course. It's a requirement
 23 of the Code.
 24 Q The Code also requires that you
 25 be approved as counsel for a committee,

1 MICHAEL E. BAUM
2 correct?
3 A Yes.
4 Q And same for a trustee?
5 A Yes.
6 Q You never served as a counsel
7 for a debtor without court approval, correct?
8 A No. That's not true. If a
9 Chapter 11 trustee has been appointed, debtor
10 can obtain -- debtor can obtain counsel and
11 retain counsel without court approval.
12 Q Other than in a situation where
13 you represent the debtor where a trustee has
14 been appointed, have all your representations
15 of debtors in Chapter 11s been approved by the
16 court?
17 A Yes.
18 Q Have all of your
19 representations of trustees in bankruptcies
20 been approved by the court?
21 A Trustee and debtor in
22 possession is one in the same. The answer is
23 yes.
24 Q And all of your representations
25 of committees have been approved by the court,

1 MICHAEL E. BAUM
2 correct?
3 A Yes.
4 Q If I ask the same question with
5 respect to representations by your firm as
6 opposed to you, the answer would be the same,
7 all of those representations would be approved
8 by the bankruptcy court?
9 A Yes.
10 Q When you -- to move things
11 along I'm going to consolidate and hopefully
12 won't draw a compound objection. When you
13 and/or your firm represent either a debtor, a
14 trustee, or a committee, all of your fees for
15 that work have to be approved by the court,
16 correct?
17 A Code requires it. Statutory
18 requirement.
19 Q You have never been paid in any
20 of those capacities without the approval of
21 the court, correct?
22 A No.
23 Q Have you ever been paid your
24 pre-bankruptcy filing fees without approval of
25 the court once the bankruptcy has started?

1 MICHAEL E. BAUM
2 A We -- I'm confused by the
3 question. If we are owed money and are a
4 creditor of the estate, we are not
5 disinterested and we cannot represent the
6 debtor.
7 So I don't understand exactly
8 how we could be paid for prefiling bank
9 Chapter 11 fees once a case gets filed. We
10 have to waive our fees, because otherwise we
11 would not be disinterested.
12 Q Have you ever served as counsel
13 to a receiver?
14 A Me personally?
15 Q Correct.
16 A There were -- as I recollect,
17 there have been two or three times that
18 happened. Two times.
19 Q Were those state or federal
20 receiverships?
21 A Those were state receiverships.
22 Q And when did those take place?
23 A A while ago. I once said that
24 I was representing a federal receiver. Our
25 firm is currently representing a federal

1 MICHAEL E. BAUM
2 receiver and I've been tangentially involved
3 in that representation. But I'm not the lead
4 counsel on it from our firm.
5 Q You serve in a management
6 capacity at your firm?
7 A Yes.
8 Q In that capacity, did you have
9 any involvement in your firm's retention by
10 the federal receiver that you just mentioned?
11 A As it relates to my duties as a
12 manager of the firm?
13 Q Correct. You said you were
14 only involved -- let's move back. What is the
15 name of the case in which your firm is
16 currently serving as counsel to a federal
17 receiver?
18 A I don't remember. I have been
19 asked questions that relate to bankruptcy
20 matters as to whether or not the receiver --
21 certain bankruptcy questions have arisen.
22 That's all. Because there -- the bankruptcy
23 try was filed in connection with the
24 receivership.
25 Q Are you familiar with the

1 MICHAEL E. BAUM
 2 process by which your firm became retained as
 3 counsel to that receiver?
 4 A No.
 5 Q Who at your firm would be
 6 familiar with that process?
 7 A Joe Grekin.
 8 Q Are you aware if your firm did
 9 any work for the entity in receivership prior
 10 to the commencement of that receivership?
 11 A I'm not aware of any such work.
 12 Q Have you ever been involved in
 13 a case where pre-receivership fees to counsel
 14 were paid during a receivership?
 15 A No.
 16 Q Is that because it's never come
 17 up or because it's denied by a court?
 18 A I have only been involved, as I
 19 said, in one or two receiverships, and in
 20 those cases, we did not represent the entity
 21 or represent the receiver before the receiver
 22 was appointed.
 23 Q What is your general
 24 understanding about how professional fees for
 25 a receiver's professionals are paid in a

1 MICHAEL E. BAUM
 2 receivership?
 3 MR. GREKIN: Objection.
 4 Foundation.
 5 Q Do you have any familiarity
 6 with how the fees for professionals
 7 representing a receiver are paid in a
 8 receivership?
 9 A I mean, there is a fee
 10 application process. The fees get reviewed.
 11 Q And prior to the fee
 12 application, is there a retention process?
 13 A Usually. Sometimes yes,
 14 sometimes no. Usually, yes.
 15 Q When would there not be a
 16 retention process for a professional for a
 17 receiver?
 18 A In the state court
 19 receiverships that I have seen, attorneys
 20 there are not necessarily appointed or
 21 approved by the court.
 22 Q Are you familiar with any
 23 federal receiverships where the receiver's
 24 professionals are not approved by the court?
 25 MR. GREKIN: Foundation.

1 MICHAEL E. BAUM
 2 Michael, you know you have to
 3 answer the questions even though I'm
 4 objecting, unless I tell you that
 5 you're not supposed to say anything.
 6 And I'm not telling you that now.
 7 I'm merely putting my foundation
 8 objection on the record.
 9 A I have been involved
 10 tangentially in this federal receivership that
 11 we talked about earlier with Joe. And I'm
 12 involved in this federal receivership here.
 13 Your question is: Am I
 14 familiar with any receivership that does not
 15 require the appointment to be approved?
 16 Q Correct.
 17 A Since these are the only two,
 18 the answer is, in this one, is the only one
 19 where we have the question. That's it. But,
 20 clearly, to be approved, I think it was --
 21 appointed, it was something in the order that
 22 said you had to be approved by the court.
 23 Q Are you familiar with whether
 24 or not your firm has been -- your firm's
 25 retention has been approved by the court in

1 MICHAEL E. BAUM
 2 the receivership that Mr. Grekin is handling
 3 for you?
 4 A I don't know.
 5 Q Besides Mr. Grekin, are there
 6 other attorneys at your firm that have
 7 experience in federal receiverships?
 8 A Well, there's -- there are the
 9 attorneys that Mr. Grekin is working with in
 10 that case, in various aspects of that case.
 11 Q What about on other cases
 12 previously?
 13 A I don't know. I think there
 14 are two others that have worked on
 15 receiverships.
 16 Q Does Mr. Grekin's experience
 17 with receiverships extend beyond the current
 18 receivership he's working on?
 19 A Yes, I believe so.
 20 Q Do you know how many
 21 receiverships he's worked on besides the
 22 current one?
 23 A No.
 24 Q More than ten?
 25 A I don't know.

1 MICHAEL E. BAUM
 2 (Whereupon, a Retainer Agreement with
 3 Platinum Partners, dated August 11, 2015
 4 was marked as Baum Exhibit No. 1 for
 5 identification, as of this date.)
 6 Q Mr. Baum, you have been handed
 7 a document which has been marked as Exhibit
 8 No. 1 to today's deposition. Please take as
 9 much time as you need to familiarize yourself
 10 with Exhibit No. 1, and then I'll have some
 11 questions.
 12 Ready?
 13 A Yes.
 14 Q Do recognize Exhibit 1?
 15 A Yes.
 16 Q What do you recognize Exhibit
 17 No. 1 to be?
 18 A A Retainer Agreement with
 19 Platinum Partners.
 20 Q And that was dated August 11,
 21 2015?
 22 A Yes.
 23 Q Were you involved in the
 24 execution of Exhibit 1?
 25 A Yes.

1 MICHAEL E. BAUM
 2 Q How did the retention come
 3 about?
 4 A How did this retention
 5 agreement come about?
 6 Q Correct.
 7 A I had a conversation with Mr.
 8 Steinberg, and he beat me up on some hourly
 9 rates, and we put together this retention
 10 agreement.
 11 Q Was it Mr. Steinberg that first
 12 approached you about representing what I'll
 13 collectively call as Platinum?
 14 A The answer to your question, in
 15 the absolute, is yes.
 16 Q But in the non-absolute?
 17 A I don't know what you mean by
 18 the question. I mean, Mr. Steinberg called me
 19 and we talked about this agreement.
 20 Q Prior to Mr. Steinberg calling
 21 you to talk about the agreement, had anyone
 22 approached you or discussed with you the
 23 possibility of representing Platinum?
 24 A The answer to your question is
 25 no.

1 MICHAEL E. BAUM
 2 Q Was the conversation that you
 3 just referred to with Mr. Steinberg the first
 4 time that you became aware of the existence of
 5 Platinum?
 6 A No.
 7 Q When did you first become aware
 8 of the existence of Platinum?
 9 A A client of mine told me about
 10 Platinum. An existing client of mine told me
 11 about Platinum. And that client told me that
 12 Platinum may need a bankruptcy attorney.
 13 Q What was the name of that
 14 client?
 15 A It was called Blink Charging.
 16 I don't know what their name was at the time.
 17 Q Was there an individual at
 18 Blink that you --
 19 A There were a few individuals
 20 that I spoke with.
 21 Q Do you recall the name of the
 22 individual that told you that Platinum might
 23 need bankruptcy counsel?
 24 A I believe probably -- probably
 25 Michael Farkas.

1 MICHAEL E. BAUM
 2 MR. GREKIN: Norman is still
 3 having trouble hearing you.
 4 THE WITNESS: I'm sorry.
 5 (Discussion off the record.)
 6 Q When Mr. Steinberg called you,
 7 did he say that he was calling because he
 8 understood from someone at Blink Charging that
 9 your firm might be able to assist with the
 10 bankruptcy matter that Platinum had?
 11 A No.
 12 Q How did Mr. Steinberg introduce
 13 himself to you?
 14 A As somebody from Platinum that
 15 needed to engage an attorney. I got the
 16 impression that he was told by somebody who
 17 was senior to him.
 18 Q Do you have an understanding as
 19 to who that senior person was?
 20 A I guessed, but it's nobody I
 21 knew or ever spoke with.
 22 Q Did you do any due diligence
 23 about Platinum prior to your conversation with
 24 Mr. Steinberg?
 25 A No.

1 MICHAEL E. BAUM
 2 Q Did you do any due diligence
 3 about Platinum after your conversation with
 4 Mr. Steinberg?
 5 A No.
 6 Q Did you ask Mr. Steinberg to
 7 provide you with any information about
 8 Platinum's finances?
 9 A No.
 10 Q What specifically did Mr.
 11 Steinberg ask you to consider representing
 12 Platinum about?
 13 A The Arabella One facility.
 14 A-R-A-B-E-L-L-A.
 15 Q You had mentioned that Mr.
 16 Steinberg beat you up on the rates that are
 17 encapsulated in Exhibit No. 1. Were there any
 18 other items that were negotiated with respect
 19 to Exhibit No. 1, the retention agreement?
 20 A Not that I recall.
 21 Q Did Mr. Steinberg discuss any
 22 work, other than Arabella that S&W might be
 23 engaged on?
 24 A No.
 25 Q Did you expect that S&W -- and

1 MICHAEL E. BAUM
 2 by the way, is it okay if I use S&W for
 3 Schafer & Weiner?
 4 A Yes.
 5 Q Did you expect that Platinum
 6 was going to engage S&W for additional work
 7 other than Arabella?
 8 A Did I think that this
 9 relationship would end up leading to a more --
 10 a deepening relationship where we may have
 11 more opportunity? Of course.
 12 Q Let's look at Page 2 of Exhibit
 13 1. There is a paragraph under the subheading
 14 Client and Scope of Representation. Can you
 15 read that to yourself and let me know when
 16 you're done.
 17 A Yes.
 18 Q Other than Exhibit No. 1, are
 19 there any other written agreements between
 20 Platinum and S&W with respect to SW's
 21 representation?
 22 A To my knowledge, no.
 23 Q Further down the page there is
 24 an item labeled "retainer." Do you see that?
 25 A Yes.

1 MICHAEL E. BAUM
 2 Q And S&W writes, "As is
 3 customary in matters of this nature, we
 4 request a retainer in the amount of \$5,000,
 5 defined as 'the retainer'"
 6 Do you see that?
 7 A Yes.
 8 Q How did you arrive at the
 9 figure \$5,000 for a retainer?
 10 A That's all Mr. Steinberg told
 11 me he was going to send me --
 12 Q Did you ask --
 13 A -- is my recollection.
 14 Q Did you ask for a larger
 15 retainer?
 16 A I'm sure I did. I don't
 17 remember.
 18 Q You felt the 5,000 was
 19 sufficient?
 20 A We accepted it.
 21 Q Did you ever seek to increase
 22 the amount of the retainer?
 23 A No.
 24 Q On the following page, under A,
 25 it's listed "billing procedure," and then

1 MICHAEL E. BAUM
 2 there are a number of attorneys and other
 3 professionals and their hourly billing rates
 4 listed, correct?
 5 A Yes.
 6 Q All right. But those weren't
 7 the rates that applied on this representation,
 8 correct?
 9 A Not initially.
 10 Q Not initially. If you turn to
 11 the next page, page 4 of six at item B, it
 12 reads, "Although we will bill our
 13 out-of-pocket expenses as provided elsewhere
 14 in this agreement, S&W has agreed to reduce
 15 its hourly rate with respect to this
 16 representation defined as the 'Arabella Legal
 17 Work,' but not for any other legal services we
 18 may provide with respect to any other matter.
 19 For the Arabella Legal Work, S&W's rates for
 20 each of the attorneys involved shall be a
 21 reduced \$275 per hour."
 22 A Correct.
 23 Q Is this \$275 per hour the rate
 24 that's reflected in the application that S&W
 25 put in with the receivership court in the

1 MICHAEL E. BAUM
 2 Platinum receivership?
 3 MR. GREKIN: Objection.
 4 Foundation.
 5 A Fee application --
 6 Q Let me -- you're familiar with
 7 the fee application that was submitted by S&W
 8 to the receivership court?
 9 A Yes, of course. That's it.
 10 Yeah. When the lawsuit got filed, the 275 did
 11 not apply.
 12 Q Which lawsuit --
 13 A That's when it changed.
 14 Q I'm sorry. Which lawsuit are
 15 you referring to?
 16 A That's when the -- that is my
 17 recollection. When the Chapter 11 trustee of
 18 the Arabella Petroleum Company, we call APC,
 19 when that got filed, the 275 changed. That is
 20 my recollection.
 21 Q And was that change documented
 22 anywhere?
 23 A I don't remember.
 24 Q How did S&W billing
 25 professionals go about distinguishing between

1 MICHAEL E. BAUM
 2 Arabella legal work and work with respect to
 3 the lawsuit filed by the APC trustee?
 4 A We had different subfiles at
 5 that time.
 6 Q Different client matter codes?
 7 A That may be the wrong buzz word
 8 in our firm, but the answer is yes. I would
 9 have to see -- if you have copies of our
 10 bills, I would have to see how they did it. I
 11 generally was not involved in that, but I do
 12 know there was something that was done about
 13 it.
 14 Q Okay. Let's make it easy on
 15 yourself.
 16 (Whereupon, the Final Application of
 17 Schafer and Weiner, PLLC for Allowance
 18 of Compensation and Reimbursement of
 19 Expenses Incurred from December 19, 2016
 20 through June 13, 2017 was marked as Baum
 21 Exhibit No. 2 for identification, as of
 22 this date.)
 23 Q Mr. Baum, you've been handed
 24 what's been marked as Exhibit No. 2. It's a
 25 lengthy document that bears an ECF imprint at

1 MICHAEL E. BAUM
 2 the very top, of Case 1:16-CV-06848-BMC
 3 document 326 filed 05/29/18, Page 1 of 20.
 4 Mr. Baum, take as much time as
 5 you need.
 6 A You can't expect me to review a
 7 document that's 200 pages here.
 8 Q I don't. Are you generally
 9 familiar with the document?
 10 A I am.
 11 Q What is Exhibit 2?
 12 A This is the final fee
 13 application for Schafer & Weiner for allowance
 14 of compensation and reimbursement of expenses.
 15 Q Were you involved in the
 16 preparation -- and can we call that the "fee
 17 application" today?
 18 A Yes.
 19 Q Were you involved in the
 20 preparation of the fee application before it
 21 was filed?
 22 A Yes.
 23 Q And you believe everything in
 24 the fee application to be accurate, correct?
 25 A Yes.

1 MICHAEL E. BAUM
 2 Q You would not have authorized
 3 it to be submitted to the court if you felt
 4 otherwise, correct?
 5 A 100 percent not.
 6 Q Now, if you will be so kind as
 7 to flip in the document to Exhibit C, which
 8 you can find by looking at the ECF imprint at
 9 the top, which should say 326-3.
 10 If you'll flip to what's
 11 labeled as Page 4 of 109, in the top
 12 right-hand corner.
 13 A Okay. Page 4, yes.
 14 Q What do these pages entail?
 15 What are we looking at?
 16 A These are our hourly charges
 17 and rates per hour.
 18 Q And so there's an entry for
 19 January 23, 2017.
 20 Do you see that?
 21 A January what?
 22 Q 23, 2017.
 23 A Are we looking at the same
 24 page? This is the one that says 326-3, there
 25 is an entry here for January 22nd, January

1 MICHAEL E. BAUM
2 23rd, and one entry for January 24th.
3 Q Correct. So if we focus on the
4 January 23, 2017 entry --
5 A Yes.
6 Q -- there are initials there
7 "MB." Does that stand for Michael Baum?
8 A Yes.
9 Q Is that you? You have two
10 entries for \$465 an hour, correct?
11 A I'm sorry. That one on January
12 22nd is a five-and-a-half hour time record at
13 275.
14 Q No. I'm looking -- I'm sorry.
15 I'm looking at January 23rd, just below it.
16 A On January 23rd, I have some at
17 275 and -- one at 275 and a bunch of them at
18 465.
19 Q Okay. And what is the
20 distinction between the 465s and the 275?
21 A Offhand, I can only say that
22 one was administration of the estate
23 generally, and the other one was within the
24 case itself.
25 Q Okay. So which were which?

1 MICHAEL E. BAUM
2 Which was administration of the estate
3 generally and which was the case itself?
4 A That was one where I spoke with
5 Ray. It's marked, you see, at 275.
6 Q Okay. That's the half hour?
7 A Yes.
8 Q Telephone conversation with Ray
9 Battaglia. And the others?
10 A And the others were involved in
11 the case itself. That's all I can say.
12 Q In the APC litigation?
13 A No. It affects, more or less,
14 the APC bankruptcy is how I can look at it
15 best.
16 Q So the charges of 465 an hour,
17 relate to the APC bankruptcy, but not
18 specifically to the APC litigation against AEX
19 or AEO, correct?
20 A I'm sorry. Could you repeat
21 that question, please.
22 Q Sure.
23 MR. WEINICK: Read that back
24 for me, please.
25 (The requested portion of the record was

1 MICHAEL E. BAUM
2 read back.)
3 Q Against AEX and AEO.
4 A No. I think that would be not
5 the way to characterize the differences here.
6 Q Well, how would you
7 characterize the differences?
8 A You know, I don't know, is the
9 truth. I don't know. I don't remember. I do
10 remember only that once the lawsuit started,
11 the 275 stopped. And I can't explain why some
12 of these are still at 275 and some are not. I
13 just don't know.
14 Q And to be clear, which lawsuit
15 are you referring to.
16 A The Chapter 11 trustee's
17 lawsuit against AEX.
18 Q And so is it your testimony
19 that from that point forward, all work was no
20 longer subject to the 275 or only some of the
21 work was no longer subject to 275?
22 A I thought it was all of the
23 work, but I don't know. I see I'm still at
24 275 for some, so I don't know.
25 Q Are there any documents that

1 MICHAEL E. BAUM
2 reflect the change in billing rate?
3 A Not that I recall, no.
4 Q Any emails with the client
5 informing them of the change in billing rate?
6 A I don't know. I don't
7 remember. But I will go back and look for
8 them. And if I find them, I will send them to
9 you, and if I can't find them, I will tell you
10 that I can't find them.
11 And, Joe, please remind me.
12 Q Did you have any conversation
13 with anyone at Platinum about the change in
14 the billing rate?
15 A I'm sure I did. I'm sure I
16 spoke with -- it was either one of my three
17 client contacts and say, hey, this is a
18 lawsuit, I have to change it. I am 100 -- I'm
19 sure I did that because I would have never
20 done it without that.
21 Q Do you recall which of those
22 client contacts you had that conversation
23 with?
24 A Probably with David Steinberg
25 or it could have either been with the other

1 MICHAEL E. BAUM
2 two as well.
3 Q Who were the other two?
4 A Isaac Barber or Ariel
5 Berkowitz. Ariel.
6 Q I'll let that one slide.
7 And do you recall, what was the
8 date of the APC trustee's filing of the
9 lawsuit against AEX?
10 A I don't remember.
11 Q Do you recall the month?
12 A I don't remember. It was soon
13 after we were retained. We went -- we went
14 down for a settlement conference with the APC
15 Chapter 11 trustee. We were trying to settle
16 the case. And it was soon after that, a month
17 after that or something.
18 Q That's not the settlement
19 conference before Judge Mott in the --
20 A No.
21 Q -- Spring of 2017?
22 A No. No. No. This was way
23 before the appointment of the receiver, the
24 prior receiver.
25 Q Going back to Exhibit 1 at Page

1 MICHAEL E. BAUM
2 4, Subparagraph B, the description of the
3 Arabella legal work, what was your
4 understanding of what that work entailed?
5 A Monitoring the claim within the
6 bankruptcy and determining if we were even
7 going to file a claim.
8 Q If you flip back to the first
9 page of the retainer agreement, Schafer &
10 Weiner is agreeing to represent you, being
11 Platinum, as defined in the re line, right?
12 It says, "The above-referenced"
13 -- I'm sorry --
14 A I wasn't responding to any
15 question.
16 MR. WEINICK: He was just
17 following along.
18 THE WITNESS: My nod was a
19 recognition of a typo on the first
20 paragraph.
21 Q And what is the typo that you
22 are referring to?
23 A The word "Platinum" when it
24 says in re Arabella Platinum Company, LLC, it
25 should be in re Arabella Petroleum.

1 MICHAEL E. BAUM
2 Q Putting aside the typo, was
3 your understanding based on this paragraph
4 that S&W was representing Platinum with
5 respect to Platinum's interest in the
6 referenced credit facility, correct?
7 A No. Not quite because the
8 credit facility was with Arabella Exploration.
9 This was their interest in Arabella Petroleum.
10 There was no credit facility with Arabella
11 Petroleum.
12 Q Were their guarantees that
13 related to the credit facility issued by APC?
14 A No.
15 Q There was no -- it's your
16 testimony there's no relationship between the
17 AEX credit facility and APC?
18 A Correct.
19 Q What was the basis for the APC
20 trustee's lawsuit against AEX?
21 A Because APC took, quote now,
22 "all of its assets" end quote, and you and I
23 may have a discussion about what "all of its
24 assets" means, quote-unquote, "and transferred
25 them to Arabella Exploration. And Arabella

1 MICHAEL E. BAUM
2 Exploration was part of the credit facility,
3 both the Inc., who was the primary obligor, as
4 well as Arabella Exploration, LLC, that was
5 one of three guarantors.
6 Q So who were the three
7 guarantors on credit facility?
8 A Arabella Exploration, LLC,
9 Arabella Operating, LLC, and Midstream
10 Partners LL -- something like that -- an LLC
11 that was never used, to my knowledge.
12 Q Did Platinum have collateral
13 under the credit facility?
14 A Absolutely. The obligor
15 provided collateral of some sort, and the
16 guarantors secured their guarantee.
17 Q Did any of that collateral
18 include any APC assets?
19 A In the eyes of the APC Chapter
20 11 trustee, the assets owned by AEX
21 Exploration and provided as collateral to
22 Platinum were assets that were fraudulently
23 conveyed from Petroleum to AEX.
24 Q What was the status of APC at
25 the time of the engagement agreement?

1 MICHAEL E. BAUM
2 A They had filed a Chapter 11.
3 I'm -- I shouldn't say that absolutely. They
4 were about to or not about to. My partner at
5 that time is no longer with the firm, Brendan
6 Best, participated telephonically in a number
7 of hearings which -- which occurred soon after
8 APC filed regarding the appointment of that
9 Chapter 11 trustee, which was ultimately
10 conceded to by the debtor in possession.
11 Q Was S&W aware that APC either
12 had or was about to file Chapter 11 at the
13 time it entered into the engagement agreement?
14 A Yes. They either had filed
15 already or we were being told they were going
16 to file a Chapter 11.
17 Q Why did the fee arrangement, as
18 set forth in the engagement agreement, change?
19 A Because the work became more
20 intense, so much more, and complex. I mean,
21 it rose to a different level.
22 Q It rose to a level that wasn't
23 anticipated by the engagement agreement?
24 A I don't remember if the issue
25 of a fraudulent conveyance was one that was

1 MICHAEL E. BAUM
2 discussed initially or whether it was
3 discussed a month or two months after the
4 engagement started. I just don't remember.
5 Q And just to put a cap on it,
6 what was the scope of the work that remained
7 at the 275-dollar-an-hour rate?
8 A My recollection was that this
9 was supposed to be monitoring the claim in the
10 APC and just seeing what's happening in that
11 case and watching it.
12 Q And it would also apply to any
13 work dealing with the credit facility in
14 general?
15 MR. GREKIN: Objection. Asked
16 and answered. I don't think that
17 fairly represents his testimony.
18 A I wasn't --
19 Q You responded: You weren't
20 expecting to do any work with respect to the
21 credit facility in general?
22 A That was a different issue.
23 That was with Arabella Exploration. This was
24 with APC.
25 You're talking about something

1 MICHAEL E. BAUM
2 that was three years ago. A lot has happened
3 in this case since then, or the best of my
4 recollection.
5 Q Did you ever reach a fee
6 arrangement with the prior receiver?
7 A No. We never discussed my
8 fees, my hourly or anything.
9 Q On Page 5 of the retention
10 agreement, there is a section entitled
11 conflict waiver.
12 A Yes.
13 Q Did you disclose any potential
14 conflicts to Platinum at the time of the
15 engagement agreement?
16 A No.
17 Q Did you ever have any conflicts
18 with Platinum?
19 I'm sorry -- I missed your
20 answer as I was being passed a note.
21 A I'm sorry I thought you were in
22 the middle of the question.
23 MR. WEINICK: Can you read that
24 back.
25 (The requested portion of the record was

1 MICHAEL E. BAUM
2 read back.)
3 A No. Let me make sure we're
4 using the word "conflicts" the same way. My
5 only connection with Platinum was Blink. In
6 my subsequent declaration, I pointed out that
7 we represent Blink. But it's in a matter
8 wholly and completely unrelated to anything to
9 do with Platinum.
10 Q And on the last page the, first
11 section of the engagement agreement, in the
12 second paragraph it reads, "The foregoing
13 constitutes our entire understanding in
14 connection with this agreement and may be
15 modified only in a writing signed by you and
16 S&W."
17 Have I read that correctly?
18 A You did.
19 Q And sitting here today, you're
20 not aware of any written modifications of this
21 engagement agreement, correct?
22 A Correct.
23 Q You did not produce any in
24 connection with the discovery related to the
25 fee application, correct?

1 MICHAEL E. BAUM
 2 A I'll take your word for it.
 3 Q Did you discuss your fee
 4 arrangement with anyone at Platinum after
 5 December 16, 2016, once the receivership
 6 started?
 7 A No. I should rephrase that.
 8 There was a time that I gave our hourly rates
 9 to Cooley.
 10 Q Was that --
 11 A That was after December 16th.
 12 Q Was that in the spring of 2017?
 13 A Yes.
 14 Q That was in connection with
 15 Cooley's collection -- strike that.
 16 That was in connection with
 17 the preparation of a retention application to
 18 the receivership court?
 19 A I believe so.
 20 Q And which rates did you provide
 21 to Cooley at that time?
 22 A It would have been our standard
 23 rates, probably, at the time.
 24 Q Your standard rates at the
 25 time. You did not provide them with the rates

1 MICHAEL E. BAUM
 2 document marked as Exhibit 3 to your
 3 deposition. It bears the Bates stamp
 4 SW 002666 through 2669. Please take as much
 5 time as you need to review Exhibit 3.
 6 A Yeah.
 7 Q This is an email from Chip
 8 Hoebeke to you dated June 9, 2016, 12:09 p.m.,
 9 correct?
 10 A Yes.
 11 Q All right. Just for the
 12 record, who is Mr. Hoebeke?
 13 A Mr. Chip Hoebeke is a
 14 restructuring workout financial advisor at
 15 Raymond in Michigan.
 16 Q And what does -- does he have
 17 any role in the Arabella matters?
 18 A He was appointed to serve as
 19 the manager of Arabella -- of the subsidiaries
 20 of Arabella Exploration, Inc.
 21 Q When was Mr. Hoebeke so
 22 appointed?
 23 A I believe it was in June. It
 24 may have been the end of May -- I don't have
 25 it in front of me -- of 2016.

1 MICHAEL E. BAUM
 2 set forth in the engagement agreement at Page
 3 4, Subsection B?
 4 A Are we talking about the 275.5
 5 rate?
 6 Q Yes.
 7 A I don't think so. To the best
 8 of my recollection, we did not. But your
 9 question was: Did I ever talk about our rates
 10 with anybody after December 16th. I think in
 11 response to a request from them, we did.
 12 Q So is it your testimony that
 13 the fee application, Exhibit 2, the hourly
 14 rate set forth therein, are your standard
 15 hourly rates and are not the 275?
 16 A Except where it says 275. And
 17 why it says it in some places, as I said
 18 before, I don't know. And as I said before, I
 19 will check and get back to you.
 20 Q I appreciate that.
 21 (Whereupon, a Document, Bates-stamped
 22 SW002666 to 69 was marked as Baum
 23 Exhibit No. 3 for identification, as of
 24 this date.)
 25 Q Mr. Baum, you've been handed a

1 MICHAEL E. BAUM
 2 Q By whom was Mr. Hoebeke
 3 appointed --
 4 A Platinum.
 5 Q -- by Platinum?
 6 A Yes.
 7 MR. GREKIN: Michael, you have
 8 to wait until he finishes his
 9 question.
 10 THE WITNESS: He said by whom.
 11 MR. GREKIN: Yes, but he was
 12 still speaking when you were
 13 speaking.
 14 THE WITNESS: I apologize.
 15 MR. WEINICK: Off the record.
 16 (Discussion off the record.)
 17 Q (By Mr. Weinick) Are you aware of how
 18 Platinum came to appoint Mr. Hoebeke as manager?
 19 A Yes.
 20 Q How did that come about?
 21 A I recommended him.
 22 Q Why did you recommend him?
 23 A Because I thought he would make
 24 an excellent manager of these two companies
 25 and that he would be able to do so very

1 MICHAEL E. BAUM
 2 comfortably.
 3 Q What was your recommendation
 4 based upon?
 5 MR. GREKIN: Objection. Asked
 6 and answered.
 7 Go ahead.
 8 A Mr. Hoebeke is somebody that is
 9 known to our firm for many, many years.
 10 Q Was Mr. Hoebeke known to you
 11 personally prior to his involvement in
 12 Arabella?
 13 A To me personally, a little bit
 14 less than others in the firm; but, yes, I knew
 15 Mr. Hoebeke prior to this appointment.
 16 Q At the very top of Exhibit 3,
 17 there is an email from you to Janice Burns.
 18 Who is Janice Burns?
 19 A Janice Burns is my
 20 administrative assistant.
 21 Q You write just "E." What does
 22 the E refer to?
 23 A We have codes that we use. E
 24 means to e-file it. I don't like to save my
 25 emails, so I just delete them and I send them

1 MICHAEL E. BAUM
 2 to her to file. E means she e-files it.
 3 Q Within S&W's electronic system?
 4 A Yes.
 5 Q As opposed to the court?
 6 A Correct.
 7 Q So if we see elsewhere on
 8 emails an email from you to Janice Burns with
 9 an "E," that's simply an instruction to her to
 10 file this?
 11 A Within our system.
 12 Q Okay. Getting to the substance
 13 of the email from Mr. Hoebeke to you, the
 14 subject is "forward Platinum indictment."
 15 Do you see that?
 16 A The subject matter, yes.
 17 Q And Mr. Hoebeke writes, "See
 18 attached. I'm starting to become more
 19 convinced that we are on our own in terms of
 20 cash..."
 21 Do you understand what
 22 Mr. Hoebeke was referring to there?
 23 A When I read it now?
 24 Q Thank you for the
 25 clarification. When you read it at the time.

1 MICHAEL E. BAUM
 2 A I don't remember this email.
 3 Q Did you have -- do you recall
 4 any discussions with Mr. Hoebeke in June of
 5 2016 about cash at Platinum?
 6 A Discussions about getting paid
 7 was something that were discussions that I had
 8 with Chip all the time.
 9 Q When did those discussions
 10 first start?
 11 A All the time. From the time he
 12 was appointed. We went down -- never mind.
 13 Q You went down where?
 14 A Mr. Hoebeke and I met with the
 15 principal of AEX and AO and his counsel and
 16 the company's counsel in an effort to try to
 17 work out a settlement and a method, a
 18 constructive cooperative way of going forward
 19 in terms of protecting Platinum's rights.
 20 That was the first time Mr. Hoebeke got
 21 involved in the case. I think that meeting
 22 took place in May.
 23 Q So it was your understanding
 24 that Mr. Hoebeke was concerned about his own
 25 fees from the moment he started working on

1 MICHAEL E. BAUM
 2 Arabella?
 3 MR. GREKIN: Objection. Form.
 4 A We always talked about how we
 5 would be able to insure that we were paid as
 6 professionals. All the time. I can't tell
 7 you specifically which day or time that we
 8 talked about it, but it is something that came
 9 up in conversation.
 10 Q And how did you anticipate that
 11 you would insure that you, as professionals,
 12 would get paid on this engagement?
 13 A Well, we ultimately negotiated
 14 what I have referred to as a surcharge
 15 agreement to insure that the assets of AEX and
 16 AO would first be used to pay the
 17 professionals involved.
 18 Q Why did you develop the concept
 19 of the surcharge agreement?
 20 A Because platinum had liquidity
 21 problems. Platinum wasn't paying their bills.
 22 Q Had you implemented a surcharge
 23 agreement with other clients of your previous
 24 to Platinum?
 25 A We have 506(c) surcharges in

1 MICHAEL E. BAUM
2 court. You see them all the time. I mean,
3 when we've represented trustees -- I mean, you
4 can't get it when you represent the debtor in
5 possession. You get what's called a carve out
6 sometimes but -- so I don't really understand
7 your questions. I've seen these kinds of
8 charges all the time.
9 Q With a non-bankrupt, non-debtor
10 client, have you implemented a 506(c) type
11 surcharge agreement previous to --
12 A Well, there's a charging lien.
13 I mean, attorneys have charging liens against
14 the assets that they're working for.
15 Q So if attorneys have charging
16 liens against the assets they're working for,
17 why was it necessary to develop a separate
18 surcharge agreement with respect to Platinum?
19 A Because I want to make sure
20 it's going to be documented. I mean, in this
21 case, this is a little bit bigger than dealing
22 with one little discrete asset. It also
23 involved other professionals.
24 (Whereupon, a Document, Bates-stamped SW
25 001403 through 1406 was marked as Baum

1 MICHAEL E. BAUM
2 Exhibit No. 4 for identification, as of
3 this date.)
4 (Whereupon, a Document, Bates-stamped SW
5 001351 through 1354 was marked as Baum
6 Exhibit No. 5 for identification, as of
7 this date.)
8 Q Mr. Baum, you have been handed
9 two documents, the first is marked Exhibit 4,
10 the second is marked Exhibit 5. Exhibit 4 is
11 labeled guaranty. It bears a Bates stamp of
12 SW 001403 through 1406. And Exhibit 5 bears
13 the Bates -- it's labeled amendment to
14 guaranty, and bears the Bates stamp SW 001351
15 through 1354.
16 Please take as long as you need
17 to review Exhibits 4 and 5 and let me know
18 when you're ready to answer some questions.
19 Ready?
20 A I can't read it all, but we'll
21 be ready.
22 Q Okay. Are you familiar with
23 Exhibit 4?
24 A Yes.
25 Q Are you familiar with Exhibit

1 MICHAEL E. BAUM
2 5?
3 A Yes.
4 Q Is this, collectively, the
5 surcharge agreement you were referring to a
6 moment ago?
7 A This and the forbearance
8 agreement, yes.
9 Q And the forbearance agreement
10 that you're referring to, what is that?
11 A That was a forbearance
12 agreement that was signed by Platinum and
13 Mr. Hoebeke.
14 Q What did that forbearance
15 agreement provide for?
16 A If you have a copy of it, I can
17 show it to you, but essentially it reaffirmed
18 the payments and it also -- I don't remember.
19 If I see the document -- I won't guess.
20 Q Sure. What's your general
21 recollection of the forbearance agreement?
22 MR. GREKIN: Objection. Asked
23 and answered. Also foundation.
24 Go ahead.
25 A My recollection is that

1 MICHAEL E. BAUM
2 Platinum would give Mr. Hoebeke a chance to
3 operate under the conditions of being able to
4 let the professionals do what they have to do,
5 including themselves.
6 Q Going back to Exhibits 4 and 5,
7 the guaranty and amended guaranty, these were
8 drafted to ensure that S&W and other
9 professionals would be paid?
10 A Yes.
11 Q Who were they drafted by?
12 A They were drafted by us on
13 behalf of a whole series of professionals,
14 including ourselves, that were putting
15 together this plan to preserve the assets on
16 behalf of Platinum.
17 Q Which professionals were
18 included?
19 A I think they're listed here.
20 Q If you could go through the
21 list and tell me by whom each professional was
22 retained.
23 A Sure.
24 Q Schafer & Weiner, that was us,
25 we were working on behalf of Platinum.

1 MICHAEL E. BAUM
 2 Kessler Collins was our local counsel. Steve
 3 O'Connell was oil and gas counsel on behalf of
 4 Platinum. Solomon Harris was the Cayman
 5 Island law firm that was being retained by
 6 Platinum to initiate the liquidation
 7 proceedings against the obligor.
 8 RHSW Caribbean was anticipated
 9 to be the trustees appointed by the court over
 10 Inc. Ray Battaglia was anticipated to be the
 11 Chapter 11 counsel of AEX. Forshey Prostok
 12 was intended to be the Chapter 15 counsel on
 13 behalf of AEI, which would be Arabella --
 14 Arabella Exploration, Inc. And they were
 15 going to be Chapter 15 counsel.
 16 Raymond was the CRO of both AEX
 17 and AO, and that's what he was intended to be.
 18 He was first appointed as manager, and then he
 19 became the CRO six months later.
 20 Q What obligations did Platinum
 21 incur as a result of the execution of the
 22 guaranty?
 23 A That all of these professionals
 24 here would be able to be paid first out of the
 25 assets.

1 MICHAEL E. BAUM
 2 Q What obligations did the
 3 professionals that are listed in the guaranty
 4 incur as a result of the execution of the
 5 guaranty?
 6 A That they would do the work
 7 that they're supposed to do.
 8 Q Did the guaranty oblige those
 9 professionals to continue working for a
 10 specific duration on behalf of Platinum and
 11 Arabella?
 12 A No. But my recollection is
 13 that the forbearance agreement put Mr. Hoebeke
 14 in charge of ensuring that the work was
 15 reasonable, adequate and -- et cetera. So, in
 16 effect, Platinum was putting Mr. Hoebeke in
 17 charge of making sure that all of these
 18 professionals did do their work.
 19 Q Did the guaranty preclude the
 20 professionals from stopping work if they
 21 weren't otherwise being paid their fees?
 22 A I'm really confused by the
 23 double negative in the question. So I don't
 24 understand --
 25 Q I apologize. I'll rephrase the

1 MICHAEL E. BAUM
 2 question.
 3 Did the guaranty place any
 4 limitations on the professionals' ability to
 5 stop working if they weren't getting paid on a
 6 timely basis by means other than from
 7 liquidation of the assets?
 8 A No. The guaranty had nothing
 9 to do with that.
 10 Q What benefit did Platinum get
 11 out of guaranteeing the fees of professionals
 12 that were not working for it?
 13 A In order for Platinum to be
 14 able to realize any benefit from the
 15 collateral, we -- and by "we" I mean our firm,
 16 put together a legal strategy that required
 17 Platinum taking control of both AEI and each
 18 one of the subsidiaries and putting them into
 19 bankruptcy proceedings. And without
 20 putting -- and we felt strongly that in this
 21 way, we would be able to maximize control of
 22 the assets and obtain maximum value by putting
 23 it into a Chapter 11 and heading towards a 363
 24 sale or plan of some sort.
 25 Q The guaranty was dated July

1 MICHAEL E. BAUM
 2 2016, correct?
 3 A Yes.
 4 Q The bankruptcies were not filed
 5 until January of 2017, correct?
 6 A Correct.
 7 Q Why the delay?
 8 A Because we were always trying
 9 to work it out without the need to do so. And
 10 it finally became impossible. There was so
 11 many things happening, so many different
 12 issues that it became necessary to file the
 13 bankruptcy.
 14 Q If you were trying to work
 15 things out between Platinum and Arabella, why
 16 was it necessary for Arabella to retain all of
 17 these bankruptcy counsels?
 18 A In anticipation of the
 19 bankruptcy. We didn't retain them at this
 20 time. We just had a plan to retain them in
 21 the event that we filed. Ray Battaglia, Bobby
 22 Forshey, they had -- they were not retained at
 23 all at this time. The only one that got
 24 retained was Solomon Harris soon after.
 25 Q Moving to Page 3 of Page 7 of

1 MICHAEL E. BAUM
 2 the guaranty -- This is labeled as SW 1404,
 3 item 1 is labeled "Continuing performance."
 4 Do you see that?
 5 A Yes.
 6 Q And I'm paraphrasing, but about
 7 a third of the way down that paragraph, it
 8 says, "Each of the professionals who provide
 9 the new manager with the budget of fees --
 10 A Yes.
 11 Q -- expect to incur?
 12 A Yes.
 13 Q The new manager was
 14 Mr. Hoebeke?
 15 A Yes.
 16 Q Was this provision requiring
 17 professionals such as S&W to provide an budget
 18 of their anticipated fees?
 19 A I think so, yes. I mean, I
 20 don't know.
 21 MR. GREKIN: Before we go on,
 22 we're missing some pages, I think.
 23 Goes from one to three to five to
 24 seven. The rest of the pages --
 25 MR. WEINICK: Let's go off the

1 MICHAEL E. BAUM
 2 record.
 3 (Off the record.)
 4 Q Did S&W provide Mr. Hoebeke
 5 with a budget?
 6 A I don't know.
 7 Q Are you aware of other
 8 professionals providing Mr. Hoebeke with a
 9 budget?
 10 A No.
 11 Q Further down the page, on No.
 12 3D, it says "Guarantor is advised" --
 13 A Where?
 14 Q I'm on Bates stamp SW 1404,
 15 Item 3D.
 16 A Yes.
 17 Q "Guarantor has been advised by
 18 S&W to seek the advice of independent counsel
 19 prior to the execution of this guaranty and
 20 have either done so or expressly waived the
 21 right to do so."
 22 Do you recall whether or not
 23 Platinum obtained the advice of independent
 24 counsel prior to executing the guaranty?
 25 A Yes.

1 MICHAEL E. BAUM
 2 Q You recall that they did so?
 3 A Yeah. They had their in-house
 4 counsel involved with this. I forgot his
 5 name.
 6 Q Did S&W have any internal
 7 conversations prior to executing the guaranty
 8 about the propriety of entering into an
 9 agreement like this with its client?
 10 A I know that we talked about it,
 11 and we talked about it, and I explained what a
 12 506(c) surcharge is and how it works, and we
 13 wanted to make sure we get payment. I do know
 14 we had a conversation about it. Did I use the
 15 word "proprietary" in that conversation, no,
 16 but we spoke about the need for us to be
 17 assured of payment.
 18 Q Did S&W confer with anyone
 19 outside of S&W about whether or not it was
 20 appropriate to enter into this type of
 21 agreement with a client?
 22 A No. You mean whether or not
 23 506(c) surcharges are proper?
 24 Q Well, this --
 25 A This is outside of bankruptcy,

1 MICHAEL E. BAUM
 2 but it's the same thing, so we didn't do that.
 3 Q Is it your experience in
 4 bankruptcy that a law firm would obtain a
 5 506(c)(3) surcharge as to its own client?
 6 A A 506(c) surcharge is only
 7 available if your client is a trustee,
 8 literally. I believe there is a Supreme Court
 9 case on point that limits 506(c) to a trustee.
 10 And that, a debtor in possession who has all
 11 of the powers of a trustee.
 12 With that in mind, can you
 13 repeat your question?
 14 Q Sure.
 15 In your experience in
 16 bankruptcy, does a law firm obtain a 506(c)
 17 surcharge as to its own client?
 18 A Only when its client is a
 19 trustee who is in a position to grant such a
 20 surcharge within the context of a bankruptcy
 21 proceeding.
 22 Q Platinum was not a trustee with
 23 respect to Arabella, right?
 24 A They weren't in bankruptcy.
 25 Your question, as I think about

1 MICHAEL E. BAUM
 2 A Please.
 3 Q Does the participation
 4 agreement satisfy any of the conditions
 5 precedent listed on Item 2 in Exhibit 5?
 6 A When Platinum executed the
 7 participation agreement and received the money
 8 in accordance with Paragraph 2B, that money
 9 was to be used to be paid in accordance to the
 10 forbearance agreement and the guaranty. We
 11 don't have the forbearance agreement here.
 12 But in accordance with the forbearance
 13 agreement and the guaranty, it was to be
 14 divided pro rata among the professionals.
 15 MR. GREKIN: Michael, for
 16 clarity of the record, would you
 17 identify the document you were
 18 looking at when you said Paragraph
 19 2B.
 20 THE WITNESS: I was referring
 21 to Exhibit No. 5, entitled Amendment
 22 to Guaranty.
 23 MR. GREKIN: Thank you.
 24 Q And the amounts that were paid
 25 pro rata to yourself and other professionals

1 MICHAEL E. BAUM
 2 were for previously incurred legal fees on
 3 behalf of Platinum?
 4 A No --
 5 MR. GREKIN: Objection.
 6 Assumes facts not in evidence.
 7 Go ahead.
 8 A No, for two reasons. No. 1,
 9 the money was not divided pro rata. And 2,
 10 only -- I don't have the list offhand. I know
 11 we provided you a list of where all the money
 12 got paid. But my recollection is that at
 13 least three of those professionals were not
 14 owed any money because it represented
 15 retainers.
 16 Q With respect to the --
 17 immediately following the execution of the
 18 participation agreement, did Schafer & Weiner
 19 receive \$180,000?
 20 A Yes. Soon thereafter.
 21 Q Soon thereafter. What did that
 22 \$180,000 represent?
 23 A The amount of money from the
 24 500 that was not absolutely necessary to get
 25 the filings and the representations going in

1 MICHAEL E. BAUM
 2 that respect.
 3 Q How did Schafer & Weiner record
 4 the \$180,000 on its books and records?
 5 A We applied it to what was owed.
 6 We did not keep it as a retainer.
 7 Q It was applied to what was owed
 8 as of when?
 9 A It would have been either that
 10 day or as of the end of the last month. I
 11 don't know that kind of bookkeeping. But,
 12 yes. I don't know that kind of bookkeeping.
 13 Q So it would include accounts
 14 receivable that were generated prior to
 15 December 16, 2016, correct?
 16 A Clearly. If your question to
 17 me is: Was it applied to pre-receivership
 18 fees as opposed to anything between December
 19 16th and the date it got signed, I don't know.
 20 But it was -- there was clearly
 21 pre-receivership fees.
 22 Q You're not aware, sitting here
 23 today, which specific invoices \$180,000 was
 24 applied to on Schafer & Weiner's books,
 25 correct?

1 MICHAEL E. BAUM
 2 A Correct.
 3 Q Who at Schafer & Weiner would
 4 know that?
 5 A The office manager.
 6 MR. WEINICK: Counsel, we would
 7 request documents sufficient to show
 8 how the \$180,000 was applied to
 9 which invoices.
 10 MR. GREKIN: I think that's
 11 fine. We're not going to keep it a
 12 secret.
 13 THE WITNESS: Can we go off the
 14 record for a second?
 15 MR. WEINICK: Sure.
 16 MR. GREKIN: Certainly.
 17 (Off the record.)
 18 Q (By Mr. Weinick) Did you ever inform the
 19 prior receiver about the existence of the guaranty?
 20 A Did I personally?
 21 Q Correct.
 22 A No.
 23 Q Are you aware of anyone at S&W
 24 informing the prior receiver about the
 25 existence of the guaranty?

1 MICHAEL E. BAUM
 2 A No.
 3 Q Did you instruct anyone at S&W
 4 to inform the prior receiver about the
 5 existence of the guaranty?
 6 A No.
 7 Q Same questions for the amended
 8 guaranty.
 9 A Yes.
 10 Q Yes, you did inform --
 11 A No. No. Same answers apply.
 12 Q Okay. Did S&W inform anyone on
 13 the receiver's staff about the existence of
 14 the amended or original guaranty?
 15 A That question, I have to have
 16 an understanding of what you mean by "staff."
 17 Was David Steinberg working for the prior
 18 receiver as of the time the receiver was
 19 appointed?
 20 Q Did anyone at S&W -- strike
 21 that.
 22 Did anyone at S&W inform anyone
 23 at Platinum, Guidepost or the receiver
 24 himself, existence of the guaranty or amended
 25 guaranty, other than Steinberg?

1 MICHAEL E. BAUM
 2 MR. GREKIN: Wait a minute.
 3 Objection as to form. I don't
 4 want to start getting into speaking
 5 objections. But objection as to
 6 form.
 7 Q Other than David Steinberg, did
 8 S&W inform anyone at Platinum, anyone at
 9 Guidepost or Bart Schwartz, about the
 10 existence of the guaranty or amended guaranty?
 11 A It was my understanding that
 12 David Steinberg got approval for this from his
 13 in-house counsel, as well as from a committee
 14 or a group of people that were supervising
 15 everything that he was doing, which included
 16 at the time Bart Schwartz.
 17 Q Prior to the outset of the
 18 receivership?
 19 A Correct.
 20 Q What is that understanding
 21 based upon?
 22 A My conversation with David
 23 Steinberg is when he told me he had to get
 24 this amendment to guaranty and guaranty
 25 approved.

1 MICHAEL E. BAUM
 2 Q So it's your understanding,
 3 based on your conversation with Mr. Steinberg,
 4 that Mr. Schwartz was aware of the guaranty
 5 and amended guaranty?
 6 A Yes.
 7 Q Going back to Exhibit6, the
 8 participation agreement, it's dated as of
 9 December 28, 2016, correct?
 10 A Yes.
 11 Q Was that the effective date of
 12 the agreement?
 13 A No.
 14 Q What was the effective date?
 15 A The effective date was the
 16 Thursday of that January -- the Thursday of
 17 January, that was either the 5th or the 6th.
 18 Q Why was there a delay between
 19 the execution and the effective date?
 20 A Because I was informed that the
 21 receiver's -- the receiver's professionals
 22 were reviewing this participation agreement to
 23 determine whether or not they would release it
 24 and let it go effective.
 25 Q Which of the receiver's

1 MICHAEL E. BAUM
 2 professionals did you understand were
 3 reviewing the document prior to allowing it to
 4 go effective?
 5 A Your question again, please?
 6 Q Sure. You testified -- I'm
 7 paraphrasing -- that it was your understanding
 8 that the receiver's professionals were
 9 reviewing the participation agreement prior to
 10 allowing it to be released, presumably, to the
 11 participant, correct?
 12 A Yes.
 13 Q Which specific professionals of
 14 the receiver did you understand were reviewing
 15 the participation agreement during that time?
 16 A The receiver's lawyers.
 17 Q And they were?
 18 A I don't remember if I knew the
 19 name of the law firm at that time.
 20 Q But you know --
 21 A I now know it to be Cooley.
 22 Q What was your understanding at
 23 the time based upon?
 24 A I received an email -- among
 25 other things, I received an email from Mr.

1 MICHAEL E. BAUM
2 Rittereiser saying that he was waiting for
3 approval. I had conversations with
4 Mr. Steinberg. I may have also had
5 conversations with Mr. Rittereiser also. I
6 don't remember specifically. But I don't
7 think I did, but I just don't remember. And
8 they were all telling me they were waiting to
9 get approval.
10 Q They were waiting to get
11 approval from the receiver's counsel?
12 A Yes.
13 Q S&W has submitted various
14 filings to both the receivership court and the
15 Arabella bankruptcy court in which it alleges
16 that Cooley reviewed the participation
17 agreement prior to it going effective,
18 correct?
19 A Yes.
20 Q And --
21 A We know that now.
22 Q And you agree with those
23 statements, correct?
24 A Yes.
25 Q Have you since learned that

1 MICHAEL E. BAUM
2 Cooley disputes your allegations?
3 A Since we concluded -- since we
4 felt that they reviewed it, yes.
5 Q When did you learn that?
6 A Celia Barenholtz called me up
7 and said that she only reviewed the
8 participation agreement for the purposes of
9 the Black L Trustee. She didn't review the
10 participation agreement for any other reason.
11 (Whereupon, an Email, dated June 30,
12 2017 was marked as Baum Exhibit No. 7
13 for identification, as of this date.)
14 Q Mr. Baum, you've been handed a
15 document marked as Exhibit 7. It does not
16 bear a Bates stamp. It's an email from Celia
17 Barenholtz to Joseph Grekin, Michael Baum,
18 dated June 30, 2017, 5:04 p.m. Please take a
19 moment to read it and let me know when you're
20 ready.
21 A I read it.
22 Q Do you recall receiving Exhibit
23 7 on June 30, 2017?
24 A No. But this was her
25 conversation with me.

1 MICHAEL E. BAUM
2 Q And she says, "The calls
3 referenced in that time entry were about the
4 application of the Texas TRO to payments to be
5 made regarding Arabella."
6 And then at the conclusion of
7 the paragraph, she writes, "Cooley was not
8 asked to provide the receiver with any advice
9 concerning the Arabella litigations or
10 entering into the participation agreement in
11 December 2016/January 2017 and did not do so."
12 Have I read that correctly?
13 A She had the participation
14 agreement and she did not give advice over it.
15 Q That differs from the
16 statements that S&W has made to various courts
17 about whether or not the prior receiver's
18 independent counsel reviewed the participation
19 agreement, correct?
20 A No. This says she got the
21 participation agreement. We know now --
22 Q It's your testimony that
23 Exhibit 7 says that Cooley received and
24 reviewed the participation agreement?
25 A They received the participation

1 MICHAEL E. BAUM
2 agreement, and they wanted to know what the
3 payments were going to be from that
4 participation.
5 Q Where does it say, on Exhibit
6 7, that Cooley received the participation
7 agreement?
8 A Because she doesn't say she
9 never got it. She says, "Cooley was not asked
10 to provide the receiver with any advice
11 concerning the Arabella litigation or entering
12 into the participation agreement."
13 If she never received it, she
14 should have said so. I mean, I'm reading this
15 and I'm assuming that her client gave her the
16 participation agreement and she's looking at
17 it. And now she's saying, only for the
18 purposes of determining whether or not the
19 payments were appropriate because of the TRO.
20 MR. WEINICK: Mark this,
21 please.
22 (Whereupon, a Document, with an ECF
23 imprint at the top of Case
24 17-40120-rfn11 Doc 369, filed May 4,
25 2018 was marked as Baum Exhibit No. 8

1 MICHAEL E. BAUM
 2 for identification, as of this date.)
 3 Q Mr. Baum, you've been handed a
 4 lengthy document marked as Exhibit 8 to your
 5 deposition. It bears an ECF imprint at the
 6 top of Case 17-40120-rfn11 Doc 369, filed May
 7 4, 2018. Have you seen Exhibit 8 prior to
 8 today?
 9 A Yes.
 10 Q What do you recognize Exhibit 8
 11 to be?
 12 A It was a response to an
 13 objection to the notice of transfer of claim
 14 for security.
 15 Q This was a document filed by
 16 S&W in the Arabella bankruptcy?
 17 A To be clear, the Arabella
 18 Exploration, LLC, bankruptcy.
 19 Q Certainly.
 20 MR. GREKIN: Did you say filed
 21 by Arabella?
 22 MR. WEINICK: No. I said filed
 23 by S&W.
 24 MR. GREKIN: Okay. Thank you.
 25 MR. WEINICK: You're welcome.

1 MICHAEL E. BAUM
 2 Q And specifically, you signed
 3 this pleading, correct?
 4 A I don't remember. Yes.
 5 Q And so you reviewed the
 6 pleading carefully before you signed it,
 7 correct?
 8 A Yes.
 9 Q And you reviewed the exhibits
 10 attached to it, correct?
 11 A Yes.
 12 Q And you wouldn't have allowed
 13 it to be filed if you thought anything in here
 14 was inaccurate, correct?
 15 A Correct.
 16 Q If you'll turn to Exhibit B.
 17 A Exhibit --
 18 Q B as in boy, or Baum. It's
 19 demarcated at the top 369-2.
 20 A Let me try to find that.
 21 Q Certainly.
 22 A Exhibit A.
 23 Q You're looking for a June
 24 30th --
 25 A I found Exhibit B.

1 MICHAEL E. BAUM
 2 Q Okay. Take a moment and focus
 3 on Exhibit B, if you will.
 4 A Yes.
 5 Q Do you recognize Exhibit B?
 6 A Yes.
 7 Q What do you recognize Exhibit B
 8 to be?
 9 A This was a letter that was
 10 submitted by S&W to Chief Judge Irizarry.
 11 Q Did you review Exhibit B before
 12 it was filed in the Eastern District of New
 13 York?
 14 A I don't remember. Probably I
 15 did.
 16 Q It was signed by Mr. Grekin,
 17 correct?
 18 A Yes.
 19 Q And you have confidence in Mr.
 20 Grekin's abilities, correct?
 21 A Yes.
 22 Q Confident that Mr. Grekin
 23 wouldn't sign and file anything that was
 24 inaccurate, correct?
 25 A Correct.

1 MICHAEL E. BAUM
 2 Q Okay. If you will turn to Page
 3 3 of the June 30th letter, his second to last
 4 paragraph reads, "The receiver's staff
 5 consulted with independent counsel about
 6 entering into the participation agreement."
 7 Do you see that?
 8 A Yes.
 9 Q And Ms. Barenholtz' email, at
 10 Exhibit 7, is in response to that statement,
 11 correct?
 12 MR. GREKIN: Objection.
 13 Foundation.
 14 Q Did you understand that Exhibit
 15 7 was written to you and Mr. Grekin in
 16 response to Mr. Grekin's statement in Exhibit
 17 8B?
 18 A No. I thought it was in
 19 reference to a time record. Isn't that's what
 20 document 144-4, Page 7 is?
 21 Q We'll get to that in a moment.
 22 But my first question is whether or not you
 23 understood that Exhibit 7, which is Ms.
 24 Barenholtz' email to you and Mr. Grekin, was
 25 written in response to the sentence I just

1 MICHAEL E. BAUM
 2 read, contained in Exhibit 8B, "The receiver's
 3 staff consulted with independent counsel about
 4 entering into the participation agreement."
 5 MR. GREKIN: Again, foundation,
 6 for what that's worth.
 7 A If this docket number here,
 8 where it says 144-4, Page 7, is a reference to
 9 the time record that Ms. Barenholtz references
 10 in this email on June 30, then the answer to
 11 your question is yes.
 12 (Whereupon, a Document, with an ECF
 13 imprint at the top of Case 16--6848
 14 Docket 332-10 and Docket 144-4 was
 15 marked as Baum Exhibit No. 9 for
 16 identification, as of this date.)
 17 Q All right. Mr. Baum, you have
 18 been handed Exhibit 9. It's a one-page
 19 excerpt from a larger filing, which contains
 20 multiple ECF imprints, one of which is -- both
 21 of which are in Case 16-cv-6848, one of which
 22 is Docket 332-10 and one of which is Docket
 23 144-4.
 24 A Page 7?
 25 Q Page 7, with respect to 144-4.

1 MICHAEL E. BAUM
 2 A So you have confirmed to me
 3 that this reference in this sentence is to
 4 that .3 time record.
 5 Q The reference in the sentence
 6 written by S&W is to the .3 time record,
 7 correct?
 8 A Yes.
 9 Q And in turn, Ms. Barenholtz'
 10 reference in her email at Exhibit 7 is in
 11 reference to S&W's statement about the
 12 receiver's staff consultation with independent
 13 counsel, correct?
 14 A Yes.
 15 Q And Ms. Barenholtz is saying --
 16 MR. KLEIN: Excuse me. Maybe
 17 I'm missing something. The
 18 reference in the S&W letters to Page
 19 7, the page you gave us is Page 6.
 20 MR. WEINICK: No. Page 7 of
 21 the ECF imprint.
 22 MR. KLEIN: Okay. It's not
 23 page 7 of the fee application.
 24 You may be right --
 25 MR. WEINICK: We're getting

1 MICHAEL E. BAUM
 2 close to testimony from attorneys.
 3 MR. KLEIN: It's not testimony.
 4 It was a question.
 5 MR. WEINICK: It's an improper
 6 question. And only one attorney
 7 should be representing a witness at
 8 a time.
 9 MR. KLEIN: Okay.
 10 MR. WEINICK: Can you read back
 11 the last question.
 12 (The requested portion of the record was
 13 read back.)
 14 Q Okay. Mr. Baum, if you look at
 15 Exhibit 7, the first paragraph, the second
 16 sentence, Ms. Barenholtz writes, "That page
 17 includes a .3 time entry made by me on January
 18 5, 2017, (after the execution of the
 19 participation agreement) which states, quote,
 20 telephone calls with R. Rittreiser and C.
 21 Lindstrom regarding Arabella."
 22 That's the same entry that's on
 23 Exhibit 9 at the bottom, correct?
 24 A Yes, I think so.
 25 Q And Ms. Barenholtz is telling

1 MICHAEL E. BAUM
 2 you that she disagrees with your
 3 characterization of the time entry in Exhibit
 4 8B, correct?
 5 MR. GREKIN: Foundation.
 6 A Yes.
 7 Q And yet, following that email
 8 from Ms. Barenholtz, S&W continued to
 9 maintain, including in court filings, that
 10 Cooley had reviewed the participation
 11 agreement on behalf of the receiver, correct?
 12 A Yes.
 13 Q Why didn't S&W correct the
 14 record?
 15 A Because we know that they had
 16 the participation agreement. They summarized
 17 it in a memo that they discussed with the SEC
 18 before this became effective.
 19 (Whereupon, a Document, Bates-stamped
 20 SEC_S&W471 through 480 was marked as
 21 Baum Exhibit No. 10 for identification,
 22 as of this date.)
 23 Q Mr. Baum, you have been handed
 24 Exhibit 10, which bears Bates stamp SEC_S&W
 25 471 through 480. Please take as much time as

1 MICHAEL E. BAUM
 2 you need to review the document.
 3 A I just jumped to the Arabella,
 4 the two paragraphs about the Arabella.
 5 MR. GREKIN: For the record,
 6 the top of Page 1 of this document
 7 is blackened out.
 8 Q Mr. Baum, are you ready to
 9 answer questions on Exhibit 10?
 10 A Sure.
 11 Q Is this the summary that you
 12 were just referring to?
 13 A No. I saw it in a different
 14 email, which quoted this, but --
 15 Q And it's your testimony that
 16 based upon the narrative at Page 8 of the
 17 document, Cooley had reviewed and given
 18 recommendation to the receiver that he execute
 19 the participation?
 20 MR. GREKIN: Objection. He
 21 just said no.
 22 A There was another memo that
 23 quoted this.
 24 Q If it was quoted --
 25 A There was a paragraph before

1 MICHAEL E. BAUM
 2 that talks about the participation agreement.
 3 And just so that the record is clear, you're
 4 asking me now about what I knew when this
 5 response got filed in the Arabella, not what I
 6 knew at this time.
 7 Q That's correct.
 8 A Yes.
 9 Q So it's S&W's position that
 10 notwithstanding Ms. Barenholtz's email, Cooley
 11 had reviewed the participation agreement prior
 12 to the receiver authorizing its release?
 13 A You're putting words in my
 14 mouth. It is my understanding, and what we
 15 put in here, that that participation agreement
 16 had been delivered by the receiver's staff to
 17 Cooley. Period. They hadn't.
 18 If Ms. Barenholtz says that she
 19 only looked at that agreement for this one
 20 purpose, I'm not here to say what she did.
 21 I'm telling you that she had the participation
 22 agreement. Period.
 23 Q Where, in her email, does she
 24 say she looked at the participation agreement?
 25 A I was told by Rob Rittereiser

1 MICHAEL E. BAUM
 2 that the agreement was being reviewed and had
 3 to get approved. Cooley was counsel. You're
 4 asking me whether or not she physically had
 5 the participation agreement in her hand?
 6 There is another memo that was written about
 7 this meeting. I'd like to see that memo, if
 8 you have it.
 9 Q The evidence that you cite,
 10 that your firm cites --
 11 A Is the time record.
 12 Q -- is the time record. And
 13 Ms. Barenholtz is disputing that that time
 14 record stands for the proposition you say it
 15 does.
 16 MR. GREKIN: Objection. At the
 17 time that that brief was written, we
 18 didn't have --
 19 MR. WEINICK: You're
 20 testifying.
 21 MR. GREKIN: No, I'm not. You
 22 are mischaracterizing. You are
 23 saying that our firm's position is
 24 based on only that when it's really
 25 not anymore --

1 MICHAEL E. BAUM
 2 MR. WEINICK: So I'm going to
 3 instruct you to quit your speaking
 4 objection.
 5 MR. GREKIN: You can instruct
 6 me what you want, but you can't --
 7 MR. WEINICK: You're practicing
 8 here under pro hac vice and you
 9 cannot testify.
 10 MR. GREKIN: You can't say
 11 that. You said your firm's position
 12 is based on that. That's not right.
 13 MR. WEINICK: The witness has
 14 not been given permission to leave
 15 the room. And you can't --
 16 THE WITNESS: I don't want to
 17 hear it. If you don't want me to
 18 give testimony. I will come back
 19 in. You can have the argument
 20 without me.
 21 MR. WEINICK: Please mark that
 22 section of the transcript so we can
 23 have it appropriately dealt with.
 24 MR. KLEIN: Okay. Let's take a
 25 break for five minutes.

1 MICHAEL E. BAUM
 2 MR. WEINICK: No, I'm not
 3 interested in taking a break.
 4 Q Mr. Baum --
 5 MR. GREKIN: Objection. That's
 6 form and foundation. You can't say
 7 that. That is not correct. That's
 8 inappropriate, Counsel. It's
 9 absolutely inappropriate.
 10 MR. WEINICK: Counsel, would
 11 you like to rejoin us at the table?
 12 MR. GREKIN: Counsel, I would
 13 like you to not mischaracterize a
 14 position in the brief. That is not
 15 fair or right, and you know better.
 16 Q Mr. Baum, what is the citation
 17 to the evidence in Exhibit 8B, after the
 18 sentence "the receiver's staff consulted with
 19 independent counsel about entering into the
 20 participation agreement"?
 21 A The time record that you
 22 referred to.
 23 Q The time record at Exhibit 9,
 24 correct?
 25 A Yes.

1 MICHAEL E. BAUM
 2 Q And Exhibit 7 is an email from
 3 the author of that time record in which she
 4 disputes the characterization of the time
 5 entry as put forth by S&W, correct?
 6 A Yes.
 7 Q And after S&W's receipt of the
 8 email at Exhibit 7, it continued to assert, in
 9 later court filings, that Cooley had reviewed
 10 the participation agreement on behalf of the
 11 prior receiver, correct?
 12 MR. GREKIN: Asked and
 13 answered.
 14 A By "later court filings," are
 15 you referring to what has been marked as
 16 Exhibit 8?
 17 Q Exhibit 8, as well as
 18 subsequent filings with the receivership
 19 court.
 20 A I'm not familiar with the
 21 subsequent filings right now, but let's talk
 22 about Exhibit 8.
 23 In Exhibit 8, we're talking
 24 about the fact that that letter was attached.
 25 MR. GREKIN: For the record,

1 MICHAEL E. BAUM
 2 Exhibit 8 is not a subsequent filing
 3 in the record.
 4 THE WITNESS: I'm sorry. It
 5 is.
 6 MR. WEINICK: It's a year
 7 later.
 8 MR. GREKIN: Oh, I'm sorry.
 9 A So the only subsequent filing,
 10 so that we're clear, is the attachment of this
 11 letter to this response, filed in the Arabella
 12 Exploration case.
 13 Q Are you asking me a question?
 14 Because usually I ask the questions.
 15 A I'm clarifying your question.
 16 Q I'm asking you if you continued
 17 to maintain, in filings, after June 30, 2017,
 18 that Cooley had reviewed the participation
 19 agreement on behalf of the prior receiver,
 20 notwithstanding Ms. Barenholtz' denial of that
 21 allegation?
 22 MR. GREKIN: Same objection.
 23 Asked and answered.
 24 A The only subsequent filing that
 25 I have in front of me is what has been marked

1 MICHAEL E. BAUM
 2 as Exhibit 8, and that filing contains that
 3 letter.
 4 Q Are you aware of any other
 5 filings, besides Exhibit 8, that contains an
 6 allegation that Cooley reviewed the
 7 participation agreement on behalf of the prior
 8 receiver?
 9 A Do the documents that we
 10 produced to you in discovery, does that count
 11 as a filing? I'm sorry, I --
 12 Q Filings with the court.
 13 A Offhand, I don't know.
 14 Q You can't whisper. No one can
 15 hear you. You have to say it or you don't.
 16 Sir, are you able to respond?
 17 A I did.
 18 Q Can you read back the response
 19 please.
 20 (The requested portion of the record was
 21 read back.)
 22 (Whereupon, a Document, that bears ECF
 23 imprint of Case 16-cv-6848-BMC Doc
 24 326-6, filed 5/29/18 was marked as Baum
 25 Exhibit No. 11 for identification, as of

1 MICHAEL E. BAUM
 2 this date.)
 3 Q Mr. Baum, you have been handed
 4 what's been marked as Exhibit No. 11 to your
 5 deposition. It is a document that bears an
 6 ECF imprint of Case 16-cv-6848-BMC Doc 326-6,
 7 filed 5/29/18. Have you seen Exhibit 11 prior
 8 to today?
 9 A Yes.
 10 Q What do you recognize Exhibit
 11 11 to be?
 12 A It was the declaration that was
 13 prepared, I believe, in August or September of
 14 2017, and ultimately filed with the court as
 15 the part of our fee application, after we got
 16 permission to do so. It was my declaration in
 17 support of it.
 18 Q Is this a declaration that you
 19 reviewed prior to its being filed?
 20 A Yes.
 21 Q When it was filed, you believed
 22 everything in the declaration to be accurate?
 23 A Yes.
 24 Q You wouldn't have allowed it to
 25 be filed if it wasn't, correct? If it wasn't

1 MICHAEL E. BAUM
 2 accurate?
 3 A Absolutely not, if I knew it
 4 was not accurate.
 5 Q If you could turn to Paragraph
 6 23, you write, "It was my understanding that
 7 the initial receiver's staff took this
 8 information and consulted with the initial
 9 receiver. The initial receiver's independent
 10 counsel, Cooley, LLP, defined as Cooley, and
 11 Platinum employees -- there's a footnote,
 12 we'll skip around -- after doing so, the
 13 initial receiver, based on the advice of his
 14 staff and certain Platinum employees, decided
 15 to enter into the participation agreement.
 16 Did I read that correctly?
 17 A It's exactly what Mr. Schwartz
 18 said in his declaration.
 19 Q You wrote that following your
 20 receipt of Ms. Barenholtz' email where she
 21 denied that Cooley had reviewed the
 22 participation agreement, correct?
 23 A I wrote that after the June
 24 30th email. I wrote this after the telephone
 25 conversation where Celia Barenholtz told me

1 MICHAEL E. BAUM
 2 what was in that email.
 3 Q And yet you decided anyway to
 4 present to the court a statement that Cooley
 5 had review the participation agreement on
 6 behalf of the prior receiver, even though you
 7 knew Cooley disputed that fact, correct?
 8 A Short answer to your question
 9 is, yes.
 10 Q Now let's go back for a moment
 11 to Exhibit 10, specifically, Page 8. I
 12 believe you testified you saw a quote of this
 13 section of Page 8 labeled Arabella
 14 participation in another email.
 15 A I never saw this memo.
 16 Q I understand you say you didn't
 17 see the memo, but you saw the text that's
 18 within those three bullet points in another
 19 context, correct?
 20 A Yes. I can't say for sure it's
 21 word for word of what I saw, but, yes.
 22 Q And the substance of this, of
 23 that quote, is what forms the basis for your
 24 belief that the SEC had reviewed the
 25 participation agreement prior to the prior

1 MICHAEL E. BAUM
 2 receiver allowing it to be released from
 3 escrow, correct?
 4 MR. GREKIN: Objection.
 5 Foundation.
 6 A You have to look at where
 7 this -- there were a few sentences -- there
 8 was something said before this quote that has
 9 to be read in that context.
 10 Q What is your recollection of
 11 what that preceding sentence was that puts
 12 this into context?
 13 A My recollection is that the
 14 word participation agreement was actually
 15 capitalized as part of an introduction to
 16 this.
 17 Q How does that alter the text
 18 that's in this exhibit?
 19 A I would have to see it. I
 20 would have to see it. It's something that
 21 we've changed hands on in discovery. So it's
 22 a document you have seen and we have seen.
 23 Q You would agree, would you not,
 24 that under bullet point approval, it says:
 25 Because money will be coming out of Platinum,

1 MICHAEL E. BAUM
 2 the trustee's approval will be required. Do
 3 you know what trustee is being referred to
 4 there?
 5 A I assume it's Black L. That's
 6 the only trustee I know, other than the APC
 7 trustee.
 8 Q And approval has not been
 9 sought, given the current stalemate between
 10 the trustee and the receiver. Were you
 11 involved in seeking approval from the Black L
 12 trustee?
 13 A Not at all. I don't know how
 14 to get a hold of him.
 15 Q It concludes with, "While
 16 Platinum does not think the third party's
 17 going to back out, it has not been able to
 18 finalize the arrangement."
 19 Do you see that?
 20 A Yes.
 21 Q So you would agree that at the
 22 time this was written, the arrangement between
 23 Platinum and the third-party has not been
 24 finalized?
 25 A That mischaracterizes -- their

1 MICHAEL E. BAUM
 2 arrangements were finalized, it just wasn't,
 3 quote, approved by Platinum yet to make it
 4 final. Their deal had been done. Documents
 5 had already been signed by both sides.
 6 Q Aside from the email that you
 7 referred to that you saw this quote in, do you
 8 have any other basis for S&W's allegation that
 9 the SEC knew of the participation agreement in
 10 advance of April of 2017?
 11 A Other than the fact that this
 12 meeting took place on June 3 --
 13 Q January 3rd.
 14 A January 3rd. I'm sorry.
 15 -- before it became final, and
 16 that they were getting money, which is being
 17 used to pay professionals, the SEC knew about
 18 that, and -- it would be much clearer for me
 19 if I would have that other memo that you
 20 provided to us, I think.
 21 Q Do you have any understanding
 22 of whether the SEC received a copy of the
 23 participation agreement itself in January of
 24 2017?
 25 A No. I mean, there was a

1 MICHAEL E. BAUM
 2 sharing arrangement I'm told, so I just assume
 3 that in connection with this presentation,
 4 they got it.
 5 Q It was your understanding, at
 6 the time the participation agreement was
 7 executed, that the Black L trustee's approval
 8 was needed, correct?
 9 A Among other things, yes.
 10 Q Among what other things?
 11 A That the receiver had to
 12 approve it. Mr. Rittereiser told me he had to
 13 get approval for it.
 14 Q Did anyone, other than the
 15 receiver or the Black L trustee, need to
 16 approve the participation agreement?
 17 A No.
 18 Q Did the receivership court need
 19 to approve the participation agreement?
 20 A From my perspective, no.
 21 Q Did you have discussions with
 22 anyone about whether or not -- at the time,
 23 did you have discussions with anyone about
 24 whether or not the participation agreement had
 25 to be approved by the receivership court?

1 MICHAEL E. BAUM
 2 A No. I assumed that's what he
 3 was -- part of what he was getting approval
 4 for, that he didn't need that approval.
 5 Q Did you review the operative
 6 receivership order in December of 2016?
 7 A Yes.
 8 Q For what purpose did you review
 9 that order?
 10 A The biggest concern that I had
 11 was that everything involving APC was not
 12 stayed. There was an exception in that first
 13 order with respect to the stay against all
 14 matters involving the bankruptcy proceeding.
 15 Q Did you review the receivership
 16 order in December 2016 to determine whether or
 17 not the participation agreement had to be
 18 approved by the receivership court?
 19 A My recollection is that I did
 20 look at that a little bit. I didn't think it
 21 was -- I did see it in the order.
 22 Q You did see what in the order?
 23 A That the receiver had the
 24 powers of -- of anything that Platinum does,
 25 that it could enter. It was not real estate

1 MICHAEL E. BAUM
2 per se.
3 (Whereupon, a Document, Bates-stamped
4 ARABELLA001029 was marked as Baum
5 Exhibit No. 12 for identification, as of
6 this date.)
7 Q Mr. Baum, you've been handed
8 Exhibit 12. It bears Bates stamp Arabella
9 001029 through 103. Take as much time as you
10 need and then let me know when you can answer
11 some questions.
12 A I can answer questions.
13 Q Do you recall receiving Exhibit
14 12 on or about January 3, 2017 -- I'm sorry.
15 Do you recall sending Exhibit 12 on or about
16 January 3, 2017?
17 A I don't remember, per se.
18 Q Do you have any reason to
19 believe that you did not send --
20 A No. No. No. I'm sure this is
21 my email, I just don't remember.
22 Q This is to Sean P. Fitzgerald.
23 Who is Mr. Fitzgerald?
24 A That was the Chapter 11 counsel
25 from Miller Johnson that Chip had selected to

1 MICHAEL E. BAUM
2 assist him with the Chapter 11 filing for AEX.
3 Q Are you sure Mr. Fitzgerald
4 wasn't representing Mr. Bush?
5 A You're right. I mixed them up.
6 I confused them. Sean was -- Sean represented
7 Craig Bush, and Miller Johnson was
8 representing -- I forget who at Miller
9 Johnson. I forgot his name -- David Hall.
10 Q Mr. Bush being a participant?
11 A Correct.
12 Q And a copy is to Mr. Hoebeke?
13 A Correct.
14 Q You write, in the first
15 paragraph, "I have the agreement initialed and
16 signed by both parties. I have received
17 instructions from the receiver to distribute
18 the money in accordance with instructions from
19 the liquidators, whom I presume will be giving
20 instructions to Chip to distribute the money
21 as Chip, in his discretion, feels is
22 appropriate. We will ultimately need to get
23 that instruction from the purchaser as well."
24 Have I read that accurately?
25 Have I read the statement accurately?

1 MICHAEL E. BAUM
2 A Yes.
3 Q Okay. First question: The
4 reference to the receiver, is that to
5 Mr. Schwartz?
6 A Yes.
7 Q The liquidators, who are they?
8 A That would be Mr. Wright and
9 RHSW Caribbean.
10 Q The liquidators in Cayman?
11 A Yes.
12 Q The money to be distributed,
13 that's the proceeds of the participation
14 agreement?
15 A Yes.
16 Q Okay. And they're to be
17 distributed as Chip, in his discretion, feels
18 is appropriate. Why was Mr. Hoebeke given
19 discretion to distribute the proceeds as he
20 felt appropriate?
21 A I had that conversation, I
22 think Mr. Rittereiser may have been on the
23 phone, but I had it with Steinberg and
24 Rittereiser in a conference call, to expedite
25 the process. He anticipated that we would not

1 MICHAEL E. BAUM
2 be sicking with the absolute pro rata
3 distribution, and there may be some
4 variations, and so I said, to avoid having us
5 to show the absolute divisions of what it
6 would be, the suggestion was, you know, why
7 don't we just put it in the hands of Chip.
8 It's going to be approximately that pro rata,
9 with the understanding that at least three of
10 the people are getting retainers going
11 forward, three or four of the people. So it
12 was just to expedite the process. We were
13 facing a time crunch then because we wanted to
14 avoid the hearing that was set for Monday
15 morning.
16 Q What hearing was set for Monday
17 morning?
18 A The founders' foreclosure.
19 Q Further down, there is a
20 paragraph that starts, "Getting the TRO
21 amended." Do you see that?
22 A Yes.
23 Q It reads in full, "Getting the
24 TRO amended to "allow" these Platinum funds to
25 be spent to preserve the assets, and it's

1 MICHAEL E. BAUM
 2 additional argument to the position that our
 3 intended filings have been "approved" by
 4 another court, this can't hurt. If anything,
 5 it is helpful."
 6 What did you mean by that?
 7 A It was a lack of understanding
 8 on my part of what was happening with the
 9 Black L trustee.
 10 Q What was your misunderstanding?
 11 A I thought the Black L trustee
 12 was a current Chapter 11 at the time. I did
 13 not realize he had -- it was already post
 14 confirmation or something like that.
 15 Q Why did you think it would be
 16 helpful to have the filings approved by
 17 another court?
 18 A I just thought at the time by
 19 having something approved in another court, I
 20 thought that the Black L trustee would have to
 21 go into his court to get it approved for us to
 22 file. And I see here we have a court order
 23 that, quote, authorizes the payment. You
 24 know, it just looks like another court is
 25 authorizing it. It's more -- what's the word,

1 MICHAEL E. BAUM
 2 something over substance. It's form over
 3 substance, you know.
 4 Q Did you consider that it might
 5 be helpful to also have the approval of the
 6 receivership court in the transaction?
 7 A No.
 8 Q Why not?
 9 A Because I thought that was
 10 being decided by the trustee -- excuse me, by
 11 the receiver and his counsel.
 12 Q And that didn't need approval
 13 by the court itself?
 14 A I had already concluded that I
 15 didn't think it needed approval, but I was
 16 leaving that in the hands of the receiver and
 17 his counsel.
 18 Q Did you think it couldn't hurt?
 19 A Absolutely.
 20 Q Absolutely wouldn't have hurt
 21 to ask --
 22 A Not at all.
 23 Q -- the receivership court?
 24 A Correct. I even told Rob
 25 Ritterreiser that I would come in to explain it

1 MICHAEL E. BAUM
 2 all. I offered to come and go with him to the
 3 SEC, explain this whole thing to them. In
 4 fact, I begged for the opportunity to do so at
 5 that time.
 6 Q In early January 2017?
 7 A Before, yes.
 8 (Whereupon, a Document, Bates-stamped
 9 ARABELLA000958 through 959 was marked as
 10 Baum Exhibit No. 13 for identification,
 11 as of this date.)
 12 Q Mr. Baum, you have been
 13 handed --
 14 MR. KLEIN: Wait a minute. He
 15 hasn't looked at it yet.
 16 MR. WEINICK: Counsel, may I
 17 continue?
 18 MR. GREKIN: Go ahead.
 19 Q Mr. Baum, you have been handed
 20 Exhibit 13, bears the Bates stamp ARABELLA 958
 21 through 959. It appears to be an email from
 22 you to Mr. Hoebeke dated December 21, 2016 at
 23 12:26 p.m.
 24 Please let me know when you
 25 have completed your review and are ready to

1 MICHAEL E. BAUM
 2 answer some questions.
 3 A I'm ready.
 4 Q Do you recall sending
 5 Mr. Hoebeke Exhibit 13 on or about December
 6 21, 2016?
 7 A I don't specifically recall
 8 sending this email. This is a summary of a
 9 conversation, so --
 10 Q A summary of a conversation
 11 between whom and whom?
 12 A My recollection is it was with
 13 Mr. Steinberg, and we were going to put it in
 14 a writing to him.
 15 Q Who is "we"?
 16 A Chip and I.
 17 Q Mr. Hoebeke was not your
 18 client, correct?
 19 A Well, no, he was not.
 20 Q Was it your practice to run
 21 client communications by non-clients before
 22 you send it to your actual client?
 23 A This was a summary of a
 24 conversation that my client had with
 25 Mr. Hoebeke and I. Don't forget that

1 MICHAEL E. BAUM
 2 Mr. Hoebeke is Platinum's appointed manager
 3 that could be removed at any time by Platinum.
 4 Q Did you have an attorney/client
 5 relationship with Mr. Hoebeke in his position
 6 as the manager of Arabella?
 7 A No.
 8 Q Your client was Platinum?
 9 A Yes.
 10 Q Your duties were to Platinum?
 11 A No question.
 12 Q What are the proposals
 13 memorialized in Exhibit 13?
 14 A I'm confused by your question.
 15 There are two proposals here. One is to sell
 16 50 percent and one is to sell 100 percent.
 17 And my recollection is that this is a summary
 18 of a call that Steinberg had with both
 19 Mr. Hoebeke and I where he told us, "Find
 20 somebody to buy." So I wanted to summarize
 21 what those choices were.
 22 Q Okay. And at the bottom of the
 23 email, where you say "proposing number one's
 24 real and can be completed this week, this
 25 would mean we can file next week and move

1 MICHAEL E. BAUM
 2 towards our goal of having a stalking horse
 3 bidder ready to go hopefully within 30 days."
 4 What did you mean by that?
 5 A There was an offer on the table
 6 for approximately \$10 million to buy all of
 7 the assets. That offer would have resulted in
 8 Platinum -- I mean, I would have to do the
 9 math, but my recollection is that they would
 10 end up with approximately one-and-a-half or
 11 \$1.2 million. I have to check that math.
 12 Q What would the balance of the
 13 10 million have gone to -- let me back up.
 14 Platinum was Arabella's secured lender,
 15 correct?
 16 A Yes.
 17 Q All right. So if Platinum was
 18 only going to realize \$1.2 million out of the
 19 \$10 million sales price, where was the balance
 20 of the money going to go?
 21 A You had a \$3 million operator's
 22 lien. You had an approximate \$3 million JIB
 23 lien that was owed. That was six, \$6 million.
 24 That left \$4 million. You then had a fight
 25 with the APC trustee who's going to get that

1 MICHAEL E. BAUM
 2 \$4 million. You had costs of sale. Assuming
 3 your costs of sale are 4 percent, 5 percent,
 4 that's \$500,000, you're going to have to split
 5 something with the APC guy, and they already
 6 had accrued and unpaid legal fees. You're at
 7 about 1.2 million because you had at least \$6
 8 million of priority claims, and that does not
 9 account for the M&M liens.
 10 Q And what would it have cost
 11 Platinum to realize the \$1.2 million by
 12 effectuating the proposed sale?
 13 A Had he done the sale at that
 14 time to Founders and run with Founders, I
 15 mean, your costs, I think, would have been
 16 much less.
 17 Q Much less than what?
 18 A Than what they are today. I
 19 mean, they've got -- as I see these fee
 20 applications that are coming in there, there's
 21 a lot. But it would have been substantially,
 22 I think, cheaper, but that's speculation on my
 23 part.
 24 Q Would the sale under proposal 1
 25 have required a bankruptcy filing to

1 MICHAEL E. BAUM
 2 effectuate it?
 3 A Yes. It would be a 363 sale.
 4 My recollection is that was a condition of the
 5 offer. They wanted it free of all claims in
 6 the trust.
 7 Q So for \$250,000, Platinum could
 8 have realized 1.2 million as opposed to
 9 selling 45 percent of its interest for
 10 500,000?
 11 MR. GREKIN: Objection.
 12 Mischaracterization.
 13 A When this was written?
 14 Q Correct.
 15 A Yeah. If they would have spent
 16 250, they may have been able to do that. It
 17 turns out they couldn't, because Founders
 18 never was willing to go through with it. But
 19 when this was written. But they didn't want
 20 to spend any money.
 21 Q Let's go back to Exhibit 8,
 22 please. If you turn, please, to Paragraph 62
 23 of the pleading itself.
 24 MR. GREKIN: I'm looking at the
 25 wrong thing. I'm lost. I

1 MICHAEL E. BAUM
2 Q When did that receivership
3 start?
4 A I'm not sure. I'm not sure.
5 It could be as much as a year.
6 Q Is it the Evans Tempcon
7 receivership?
8 A Yes.
9 Q Did that begin as early as
10 February 2016?
11 A I don't -- I don't know. You
12 could be right. I just don't know.
13 MR. WEINICK: Let's mark this.
14 (Whereupon, a Document, Bates-stamped
15 SW_1645 to 1646 was marked as Baum
16 Exhibit No. 17 for identification, as of
17 this date.)
18 Q Mr. Baum, you have been handed
19 what's been marked as SW_1645 to 1646. It's
20 an email exchange with emails dated February
21 1, 2016 and February 11, 2016. Have you seen
22 Exhibit 17 before today's deposition?
23 A I haven't seen it, but it was
24 discussed with me.
25 Q When was it discussed with you?

1 MICHAEL E. BAUM
2 A Just prior to its production.
3 Q So you're currently aware,
4 then, that as a threshold matter, since at
5 least February 1, 2016, S&W has represented
6 Mr. Hoebeke in his capacity as a receiver,
7 correct?
8 MR. GREKIN: Objection.
9 Foundation.
10 Go ahead.
11 Q The email from your partner,
12 Mr. Grekin, to Craig Bush --
13 A Is dated February the 11th.
14 Q It's dated February 1st of
15 2016.
16 A 1st, yes.
17 Q And Mr. Grekin, who you trust,
18 represents that he represents Mr. Hoebeke in
19 his capacity as receiver, correct?
20 A Correct.
21 Q Did S&W ever disclose to
22 Platinum that it represented Mr. Hoebeke as a
23 receiver?
24 A I don't remember.
25 Q Do you think it had any

1 MICHAEL E. BAUM
2 obligation to make such a disclosure?
3 A I told Mr. Steinberg that we
4 had a relationship with Mr. Hoebeke and we've
5 worked with him in the past. That was
6 disclosed to him. I don't remember if I
7 specifically told him at the time that we were
8 representing him in this particular
9 receivership.
10 Q Do you recall if, at the time
11 that you recommended that Platinum enter into
12 the participation agreement from which Mr.
13 Hoebeke financially benefited, that he was a
14 client of your firm?
15 A Again, I told Mr. Steinberg
16 that we had a relationship with Mr. Hoebeke
17 and that we have worked with him in many
18 cases. He's -- not where we represented him,
19 he's been a professional in cases, and the
20 firm has a longstanding relationship with
21 Raymond, including Chip Hoebeke.
22 Q But you didn't disclose there
23 was a current representation, correct?
24 MR. GREKIN: Objection.
25 A I did. I told him that we were

1 MICHAEL E. BAUM
2 currently representing him in other things. I
3 don't know if I specifically said this
4 particular case.
5 Q I thought a moment ago you said
6 that you disclosed you had previously worked
7 with him.
8 A I disclosed to David Steinberg
9 that we had a working relationship with
10 Mr. Hoebeke.
11 Q Did you make that disclosure at
12 the time that Mr. Hoebeke was appointed as
13 manager of Arabella?
14 A Prior to, yes. When his name
15 came up, he asked me who he was, where I got
16 the name from, et cetera. I offered for him
17 to meet Mr. Hoebeke so that he could -- and he
18 said, no, it wasn't necessary.
19 But at that time, I did
20 disclose to him that we had a relationship.
21 Q Did you remind Mr. Steinberg of
22 that fact at the time that the participation
23 agreement was executed?
24 A No.
25 Q Did you tell Mr. Rittereiser

1 MICHAEL E. BAUM
2 about your relationship with Mr. Hoebeke at
3 the time the participation agreement was
4 executed?
5 A No.
6 Q Did you tell Mr. Schwartz about
7 your relationship with Mr. Hoebeke at the time
8 the participation agreement was entered?
9 A No.
10 Q Did you disclose your firm's
11 relationship with Mr. Hoebeke in the fee
12 application you filed in the receivership
13 case?
14 A No, I don't think we did.
15 Q Now, the February 1st email is
16 from Mr. Grekin to Craig Bush. Is that the
17 same Craig Bush that's the participant in the
18 participation agreement?
19 A Yes.
20 Q So the statement in the June
21 30th letter to Judge Irizarry is incorrect?
22 A Not true.
23 Q How not?
24 A Let's look at it.
25 Q Let's do that.

1 MICHAEL E. BAUM
2 A No one in the Schafer firm had
3 ever met the participant. The participant
4 only became known by virtue of an introduction
5 made by Mr. Hoebeke.
6 This was discussed with me
7 beforehand because we produced it for you in
8 connection with our stuff. In connection with
9 this evidence matter, there were maybe 100
10 people that expressed interest -- I shouldn't
11 say a number. There were a lot of people that
12 were expressing interest in buying it. This
13 person, at that time Craig Bush, did email to
14 my partner, and he told them that he was not
15 changing any of the NDO, and that was it. He
16 was one of a lot of people that expressed an
17 interest in buying those assets.
18 Q The assets that are --
19 A The Evans assets, yes.
20 Q -- the Evans assets?
21 A Yes.
22 Q So Exhibit 17 represents the
23 entire extent of communications prior to
24 December 2016 between Craig Bush and S&W?
25 A Correct. To my knowledge.

1 MICHAEL E. BAUM
2 Q To your knowledge?
3 A We produced to you everything
4 that we had. That was my instructions.
5 Everything we had that showed any connection
6 with Mr. Craig Bush. And to my knowledge,
7 this was -- this came up afterwards. And
8 everybody -- nobody -- we all forgot about it.
9 I didn't know anything about it because I
10 wasn't involved.
11 Q Did S&W make any effort to
12 inform either the Texas bankruptcy court or
13 the receivership court that maybe there should
14 be a footnote at minimum to the statement that
15 no one had ever met the participant before?
16 A It's true.
17 Q Well, Mr. --
18 A Nobody met him.
19 Q Mr. Bush writes to Mr. Grekin,
20 "I look forward to speaking with you
21 tomorrow." Mr. Grekin writes back, "Okay.
22 Sounds good."
23 Did Mr. Grekin then speak to
24 Mr. Bush?
25 A I have no knowledge of that.

1 MICHAEL E. BAUM
2 Q Mr. Grekin signed the letter at
3 Exhibit B. Do you think he should have stated
4 this differently?
5 A You have to ask him that
6 question.
7 Q You think this is in any way
8 misleading to two different courts?
9 A No, I don't. He was one of
10 nearly -- I can't put a number on it --
11 numerous amounts of people that expressed an
12 interest, where there was no real connection.
13 Q What do you mean a "real
14 connection"?
15 A This was it. This exhibit was
16 it.
17 Q And a potential phone call, at
18 minimum.
19 A You'll have to speak to
20 Mr. Grekin about that.
21 Q I actually will.
22 Did Mr. Hoebeke ever recommend
23 S&W as counsel to a client?
24 MR. GREKIN: Foundation.
25 If you know.

1 MICHAEL E. BAUM
2 A I mean, I don't know.
3 (Whereupon, a Document, Bates-stamped
4 SW_1659 through 1664 was marked as Baum
5 Exhibit No. 18 for identification, as of
6 this date.)
7 Q Mr. Baum, you have been handed
8 Exhibit 18, bears Bates stamp SW_1659 through
9 1664. Take as much time as you like. My
10 questions are going to only be to the topmost
11 email on the first page, but like I said,
12 review the whole document, if you like.
13 A Okay.
14 Q The topmost email is dated
15 December 22, 2016. It's from you to Sean P.
16 Fitzgerald.
17 A Yes.
18 Q Do you recall sending Exhibit
19 18 on or about December 22, 2016?
20 A That, I don't remember.
21 Q Do you recall Mr. Fitzgerald's
22 counsel to Mr. Bush?
23 A Yes.
24 Q Was it -- is it fair to say you
25 were corresponding with Mr. Fitzgerald fairly

1 MICHAEL E. BAUM
2 frequently in this time period?
3 A I think these emails are the
4 extent of it.
5 Q Okay. You write to Mr.
6 Fitzgerald, "You are great, just like everyone
7 says about you. I'm in an uber now on the
8 way."
9 A Right.
10 Q All right. Who is the
11 "everyone" you are referring to?
12 A People in my firm that had
13 worked with him. Sean works on the west side
14 of the state. We have some people that have
15 done more work on the west side of the state
16 than I have. I was here for a family thing,
17 and he told me I didn't have to worry about
18 it. So I sent that.
19 Q Did you ever have any
20 discussions directly with Mr. Schwartz about
21 the participation agreement -- strike that.
22 In December of 2016, did you
23 have any discussions directly with Mr.
24 Schwartz about the participation agreement?
25 A No.

1 MICHAEL E. BAUM
2 Q In January 2017 did you have
3 any direct conversations with Mr. Schwartz
4 about the participation agreement?
5 A With Mr. Schwartz himself
6 personally, no.
7 Q Did you ever have
8 communications with Mr. Schwartz of any kind
9 in January 2017?
10 A I don't remember.
11 Q Did you have any direct
12 communications of any kind with Mr. Schwartz
13 in December 2016?
14 A I don't remember.
15 Q Is it S&W's position that its
16 retention by the receiver did not need to be
17 approved by the court?
18 MR. GREKIN: Objection. Calls
19 for a legal conclusion.
20 A The way that's worded, the
21 answer is "no." It's -- I'll leave it at
22 that.
23 Q Is S&W entitled to be paid fees
24 requested in its fee application without the
25 receivership court's approval?

1 MICHAEL E. BAUM
2 A No.
3 Q Why not?
4 A Because we filed the fee
5 application to get paid. The fees should be
6 approved by the receivership court.
7 Q Why did you file the fee
8 application?
9 A Because we wanted to get paid.
10 Q Is filing a fee application a
11 requirement of getting paid by a receivership?
12 MR. GREKIN: Objection. Calls
13 for a legal conclusion.
14 A I think so, yes.
15 Q Please go back to Exhibit No.
16 11.
17 A I have it.
18 Q You write, in part, "Because I
19 believe we are retained personnel" --
20 A Where are you?
21 Q I'm sorry. Paragraph 42 on
22 Page 13, the middle of the paragraph.
23 "Because I believe we are retained personnel
24 as defined in the amended order of appointment
25 of receiver, we are entitled to reasonable

SCHAFER & WEINER, PLLC
LAW OFFICES

ARNOLD SCHAFER (1948-2007)
DANIEL J. WEINER *
MICHAEL E. BAUM **
HOWARD M. BORIN
LEON N. MAYER
JOSEPH K. GREKIN
KIM K. HILLARY
JOHN J. STOCKDALE, JR.
BRENDAN G. BEST
JEFFERY J. SATTLER
JASON L. WEINER

40950 WOODWARD AVENUE
SUITE 100
BLOOMFIELD HILLS, MICHIGAN 48304

TELEPHONE (248) 540-3340
www.schaferandweiner.com

*ALSO ADMITTED IN FLORIDA
**BOARD CERTIFIED BUSINESS BANKRUPTCY LAW
AMERICAN BOARD OF CERTIFICATION

Direct E-Mail: mbaum@schaferandweiner.com
VIA E-MAIL: dsteinberg@platinumlp.com

August 11, 2015

Platinum Partners
250 W. 55th St., 14th Flr.
New York, NY 10019
Attn: David Steinberg, Co-CRO

Re: *Credit Facility, by and among Arabella Exploration, Inc. a Cayman Islands Company (and together with its Subsidiaries (and such other affiliates ("Arabella")) and Platinum Long Term Growth VII, LLC, a Delaware limited liability company (and together with Platinum Partners "Platinum"))*

Dear Mr. Steinberg:

This letter confirms that you have agreed to retain Schafer and Weiner, PLLC ("S&W"), to represent you in matters related to Platinum's interest in the above-referenced Credit Facility and its interest in such bankruptcy proceedings including *In re Arabella Platinum Company, LLC* (together with other possible (not yet filed) bankruptcy filings (the "Bankruptcy Case"). This letter and the attached Standard Terms of Engagement, which are incorporated by reference into this letter, will serve as our attorney-client agreement and fee arrangement which will (i) set forth our understanding of the legal services to be performed, (ii) establish the procedure by which you will pay for those services, and (iii) govern all aspects of your relationship with S&W (the "Agreement"). Please read the following provisions and the Standard Terms of Engagement carefully so that you fully understand the terms of our Agreement.


EXHIBIT

{00592688.1}

AUG 29 2018

Danielle Grant



David Steinberg
August 11, 2015
Page 2 of 6

CLIENT AND SCOPE OF REPRESENTATION

S&W agrees to serve as your counsel and to represent your interests. If a matter arises which is outside of the scope of this representation, and S&W agrees to perform additional legal work, the additional work will be governed by the terms of this letter unless other arrangements are agreed upon in advance and in writing. S&W reserves the right to require additional funds or a new attorney-client agreement, if necessary, in order to carry out any legal work not contemplated by the Agreement.

RELATIONSHIP WITH THE FIRM

Over the years, I have learned that one of the priorities in successfully undertaking assignments is to establish personal relationships between the client and this firm. Your contacts at this firm will be the undersigned. Should questions arise and I am not available, please do not hesitate to consult with my partner, Brendan Best.

ATTORNEY FEE ARRANGEMENT

Experience has proven that a mutual understanding of fees, hourly rates and billing procedure at the beginning of an engagement is critical to a successful and productive attorney-client relationship.

1. RETAINER

As is customary in matters of this nature, we request a retainer in the amount of \$5,000.00 (the "Retainer"). The Retainer will be held by S&W as security for payment of all amounts due or that become due to S&W. You hereby grant S&W a security interest and lien on the Retainer, and the right to possession until both (i) the termination of S&W's representation, and (ii) payment in full of all outstanding fees and costs. In addition to the Retainer, you are required to timely pay each billing statement promptly upon receipt. As a result, the Retainer does not eliminate the need to pay S&W's costs and fees as set forth below. Instead, the Retainer will be held by S&W and, at S&W's discretion, may be set off against unpaid fees or expenses or may be set off against the last invoice generated at the conclusion of this engagement with any remaining portion being refundable to the payor. If other payment arrangements become necessary and an additional retainer is required, S&W will advise you and reach a mutual agreement on the amount.



David Steinberg
August 11, 2015
Page 3 of 6

a. BILLING PROCEDURE

We will bill this matter on an hourly basis. Each attorney and legal assistant will record the services performed and the time required to complete each individual task. These services include, but are not limited to, attendance at court hearings, depositions, interoffice conferences and meetings, the drafting of documents, preparation of memoranda, research, telephone conversations and correspondence. The following are the established hourly rates for S&W:

Daniel J. Weiner	\$ 455.00
Michael E. Baum	\$ 455.00
Howard Borin.....	\$ 370.00
Joseph K. Grekin	\$ 330.00
Brendan G. Best.....	\$ 365.00
Leon N. Mayer	\$ 290.00
Kim K. Hillary	\$ 285.00
John J. Stockdale, Jr.....	\$ 305.00
Jeffery J. Sattler	\$ 260.00
Jason L. Weiner	\$ 260.00
Shanna M. Kaminski	\$ 260.00
Legal Assistant.....	\$ 150.00

S&W established these hourly rates based on such factors as (i) experience or number of years of practice, (ii) expertise and knowledge of the attorney in a given area of law and (iii) market forces, i.e., the fee that an attorney with similar experience and expertise would charge. The hourly rates are subject to change based upon such factors as inflation and the additional experience gained by the individual performing the services. Our rates are usually re-evaluated and adjusted at the beginning of the calendar year. If these rates are changed at any other time during the course of our representation, we will advise you.

Unfortunately, it is impossible to accurately estimate the exact amount of your fees because the many variable factors involved in the resolution of a legal matter are often quite unpredictable. Nevertheless, we are mindful of the potentially high costs of legal services. S&W's goal with every client is to complete a legal matter as quickly and efficiently as possible at an affordable cost. When applicable, we will strive to use associates



David Steinberg
August 11, 2015
Page 4 of 6

with relatively low hourly rates or law clerks and legal assistants under the supervision of a senior attorney.

b. Although we will bill our out-of-pocket expenses as provided elsewhere in this Agreement, S&W has agreed to reduce its hourly rate with respect to this representation (the "Arabella Legal Work"), but not for any other legal services we may provide with respect to any other matter. For the Arabella Legal Work, S&W's rates for each of the attorneys involved shall be reduced to \$275.00 per hour.

2. PAYMENT PROCEDURE

S&W will send statements to you with an itemized list of all services performed and expenses incurred during the previous billing cycle. S&W will render statements on a monthly basis unless the circumstances, in S&W's opinion, require more or less frequent bills in which case S&W will adjust the billing cycle and render statements accordingly. All statements are due and payable upon receipt.

S&W reserves the right to withdraw from this engagement and/or initiate a lawsuit to collect any outstanding fees in the event that you fail to timely remit payment. You hereby agree to pay for any and all costs and expenses incurred in connection with such collection efforts, including without limitation, any professional fees incurred, whether or not S&W hires independent counsel, or represents itself in the collection action, and whether or not a lawsuit is actually commenced. You agree that the jurisdiction for such a collection effort shall be in the Oakland County Circuit Court located in the state of Michigan, in the county of Oakland.

3. ADVANCED EXPENSES

S&W expects to advance expenses, which are necessary to effectively represent your interests.

You will be responsible for all fees and costs incurred or advanced by us. Costs are in addition to the attorneys' fees and include, for example, long distance telephone charges, courier services, postage, photocopying costs, fees for investigators and experts, travel expenses, court filing fees, deliveries, facsimile transmissions or similar types of expenses deemed necessary by us.



David Steinberg
August 11, 2015
Page 5 of 6

The advanced expenses will be included in your billing statement. Occasionally, large expense bills like court reporter fees will be billed prior to being incurred, or forwarded to you for direct payment to the provider of the services.

ATTORNEY-CLIENT COMMITMENT

The attorneys of S&W will expend every reasonable effort on your behalf to reach a successful resolution to your legal problem. While this firm cannot guarantee or predict the outcome of a legal matter or proceeding, it will prosecute your rights vigorously within the bounds of the law in order to reach a favorable result.

CONFLICT WAIVER

S&W represents other parties on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of S&W's other present and future clients to retain S&W as its counsel and could preclude S&W from representing you or other parties in pending or future matters. In order to ensure that you and other parties are able to choose S&W as counsel in this and other matters, this Agreement will confirm our mutual understanding that S&W may represent other present and future parties on matters other than those for which it has been or then is engaged by you, even if such party may be adverse to you; for example, without limitation, a borrower who is indebted to Platinum or an affiliated entity of Platinum who is considering or actually files, an insolvency proceeding.

RETENTION OF DOCUMENTS

Upon our retention, S&W will create a client file that will ultimately contain all of the documents, materials or other property that you provide this firm, as well as any documents or materials that we create or obtain, over the course of our representation (collectively, the "File"). After our services conclude, S&W will, upon your request, make the File available for you to pick up from our office. We will retain the File for at least five (5) years after our representation of you has concluded. If you do not request the opportunity to pick up the File within this five (5) year period, we will have no further obligation to retain the File and may, at our discretion, destroy the File without further notice.



David Steinberg
August 11, 2015
Page 6 of 6

EXECUTION OF AGREEMENT

If you have questions about any of the terms of the Agreement, please contact the undersigned. If the terms of the Agreement are acceptable to you, please execute it on the following page.

The foregoing constitutes our entire understanding in connection with this Agreement and may be modified only in a writing signed by you and S&W.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one instrument. A copy, facsimile or pdf signature shall be considered as an original for the purposes of this Agreement.

We thank you for the opportunity to represent you. We are confident in our ability to serve you effectively and efficiently and we look forward to a productive relationship and a positive resolution.

Very truly yours,

SCHAFFER AND WEINER, PLLC

Michael E. Baum

MRW/wrk

cc: Brendan G. Best, Esq.

PLATINUM PARTNERS

By:

DAVID STEINBERG

Its: Co-Risk Officer

SCHAFFER AND WEINER, PLLC

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement are incorporated by reference into the corresponding attorney-client agreement and fee arrangement, and both documents shall be collectively referred to herein as the "Agreement".

PARTIES TO THIS AGREEMENT

This engagement is solely on behalf of Schaffer and Weiner, PLLC ("S&W"), and the parties to the corresponding Agreement. Our representation of a corporation, partnership, limited liability company, joint venture, trust, estate, trade association, or other entity does not include a representation of the interests of the individuals or entities that are shareholders, directors, or officers of a corporation, its parent, subsidiary or affiliate; partners of a partnership or joint venture; beneficial owners of a limited liability company; grantors or beneficiaries under a trust; anyone other than the personal representative of an estate in his or her representative capacity; or members of a trade association or other entity. This is true whether or not any of the aforementioned parties are co-obligors or guarantors of the fees and expenses generated by S&W.

ATTORNEY CONFERENCES/MEETINGS

From time to time, internal conferences will take place among our personnel, and two or more attorneys may attend meetings or proceedings on your behalf. Although this approach might seem to result in some duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work by allowing us to utilize specialists and a proper mix of personnel, and thus ultimately provides you with the best value. If, at any time, you are concerned about the efficiency or cost-effectiveness of our efforts, you should express your concerns to the attorney in charge of your file so that he or she can address the issue in a timely fashion.

PAYMENTS

If your payment is accompanied by the remittance copy of your invoice, we will apply the payment to that invoice. If your payment is accompanied by clear, reasonable, written directions as to how the payment is to be applied, we will also honor those directions. Otherwise, payment of fees will be applied in our discretion to any invoices that are outstanding at the time payment is received. If you dispute any of the charges set forth on a billing statement, you must bring your dispute to S&W's attention within 30 days of the statement date. If you fail to timely dispute any charges on a billing statement, you waive your right to challenge or dispute such charges in the future.

YOUR RESPONSIBILITIES AS A CLIENT

To enable us to effectively render professional services, you agree to cooperate fully with us in all matters related to our services, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request and to keep us apprised of all developments relating to the matter.

CLIENT FILES

Upon our retention, S&W will create a client file that will ultimately contain all of the documents, materials or other property that you provide to S&W, as well as any documents or materials that we create or obtain, over the course of our representation (collectively, the "Client File"). We may also generate, and sometimes temporarily place in the Client File, documents containing our attorney work product, mental impressions, precedents, research, notes and other material that we find helpful or useful but that is not essential to the representation ("Work Product"). Although the Client File is your property, you agree that the Work Product is our property.

After our services conclude, S&W will, upon your request, make the Client File (excluding our Work Product) available for you to pick up from our office. We will retain the Client File for five (5) years after our representation of you has concluded. If you do not request the opportunity to pick up the Client File within this five (5) year period, we will have no further obligation to retain the Client File and may, at our discretion, destroy the Client File without further notice.

If you request us to retain the Client File beyond the period required either by the applicable ethical rules or by law, we will be entitled to charge a reasonable fee for the storage of your Client File. It is expressly agreed that our provision of storage services does not continue an attorney-client relationship that has otherwise ended, as provided elsewhere in our Agreement.

In the event that you request that we turn your Client File over to you or another firm and you have not fully satisfied all of your obligations to us under our Agreement, including the payment of all fees and costs, we shall be entitled to hold the Client File as security for performance of those obligations to the full extent permitted by the rules of professional conduct.

E-MAIL AND ELECTRONIC DOCUMENTS

Documents sent to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we agree and are able to implement mutually acceptable encryption standards and protocols.

We make reasonable attempts to exclude from our e-mails and electronic documents any virus or other defect that might affect any computer or IT system. You agree that we are not liable for any loss or damage that may arise from the receipt or use of electronic communications from us that contains a virus or defect that was not created by us, or that result from the use of commercial software.

ATTORNEY'S LIEN

If a monetary judgment or award is made in your favor, we shall have a lien on the proceeds to the extent of any unpaid fees, disbursements or other charges. All payments by way of recovery, award, settlement or the like to you from third parties, resulting from or related to our professional services, shall be made jointly payable to you and to us.

TERMS OF OUR RELATIONSHIP

Our attorney-client relationship will be deemed to end upon completion of the specific professional legal services that you have retained us to perform, or if ongoing or open-ended professional legal services are provided, not later than six months from the last time you requested and we furnished any billable professional legal services to you (and sooner if the facts or circumstances demonstrate it). The date you are billed or pay for our services is irrelevant for this purpose. If you subsequently retain us to perform further or additional legal services, our attorney-client relationship will be revived, subject to these and any subsequent written terms in our engagement agreement with you. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as, and is not, a revival of any attorney-client relationship, nor would our agreement to provide non-legal services such as file storage, the use of facilities, or copies of old Client Files, revive the attorney-client relationship.

FUTURE REPRESENTATION

We have no duty to accept new engagements from you unless mutually agreed, even if we are representing you in other matters on an ongoing basis. If our relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing. For example, in the event our engagement involves preparation of an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that we will continue to be free to represent you in such a future dispute, and we are under no obligation to do so. Moreover, we have no obligation to inform you of deadlines, option rights, expiration dates or developments in the law, or to file UCC continuation statements or other documents that are required to continue or preserve your rights, unless we have agreed in writing to do those specific things.

TERMINATION OF SERVICES

If you terminate our representation or we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services on your behalf, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. We will not be obligated to advise you of subsequent legal developments or other matters that occur after the termination of our services or the completion of the matters for which we were engaged that might have a bearing on those matters.

In the event of our discharge or withdrawal, we will be entitled to payment of all of our fees and costs and reimbursement of any disbursement or charges paid or incurred on your behalf up to the date of withdrawal or discharge. Upon termination of our representation, we will submit a statement for services rendered to the date of termination, payable in full upon receipt.

GENERAL PROVISIONS

Our Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the state of Michigan, even if conflicts of law principles would otherwise cause the substantive laws of another state to be applied.

This document involves important legal agreements between S&W and you should consult independent counsel in deciding whether or not to agree to it.

Subject: FW: Platinum

From: Barenholtz, Celia Goldwag
Sent: Friday, June 30, 2017 5:04 PM
To: Joseph Grekin <JGrekin@schaferandweiner.com>
Cc: 'Michael Baum' <MBaum@schaferandweiner.com>
Subject: Platinum

Joe, in your filing of today you say that the Receiver's staff consulted with independent counsel about entering into the Participation Agreement, referring to a page of Cooley's fee application. That page includes a .3 time entry made by me on January 5, 2017 (after the execution of the Participation Agreement) which states "telephone calls with R. Rittereiser and C. Lindstrom regarding Arabella." I am assuming that your statement is based on this entry.

The calls referenced in that time entry were about the application of the Texas TRO to payments to be made regarding Arabella. Those payments were described to me by Bob Rittereiser in a telephone call. Based on the call I had with Bob, I consulted with Chris Lindstrom. Cooley was not asked to provide the Receiver with any advice concerning the Arabella litigations or entering into the Participation Agreement in December 2016/January 2017, and did not do so.

Celia

Celia Goldwag Barenholtz
Cooley LLP • 1114 Avenue of the Americas
New York, NY 10036
Direct: (212) 479-6330 • Fax: (212) 479-6275
Bio: www.cooley.com/cbarenholtz • Practice: www.cooley.com/litigation

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.


EXHIBIT

AUG 29 2018

Danielle Grant