

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-61991-BB

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

1 GLOBAL CAPITAL LLC, and
CARL RUDERMAN,

Defendants, and

1 WEST CAPITAL LLC,
BRIGHT SMILE FINANCING, LLC,
BRR BLOCK INC.,
DIGI SOUTH LLC,
GANADOR ENTERPRISES, LLC,
MEDIA PAY LLC
PAY NOW DIRECT LLC, and
RUDERMAN FAMILY TRUST,

Relief Defendants.

**RECEIVER'S RESPONSE IN OPPOSITION TO
BRIDGE BANK'S VERIFIED MOTION TO OFFSET
CASH COLLATERAL TO RECOVER ITS ATTORNEYS' FEES AND COSTS**

Jon A. Sale, not individually, but solely in his capacity as the Court-appointed receiver (the "Receiver") for Bright Smile Financing, LLC ("Bright Smile"), BRR Block Inc., Digi South LLC; Ganador Enterprises, LLC, Media Pay LLC; Pay Now Direct LLC, the Ruderman Family Trust, and the Bright Smile Trust (the "Receivership Entities"), respectfully submits this Response in Opposition to Western Alliance Bank's ("Bridge Bank" or the "Bank") Verified Motion to Offset Cash Collateral to Recover its Attorneys' Fees and Costs (the "Motion to Offset") [D.E. 181].

I. INTRODUCTION

Most, if not all, the attorneys' fees the Bank incurred in this matter were unnecessary and directly attributable to its unreasonable and overly aggressive tactics. Throughout the time the Bank processed Bright Smile's ACH transactions, both pre and post-Receivership, the Bank was *never* at risk for chargebacks. Indeed, every single chargeback was covered by funds in Bright Smile's operating account at the Bank. Notwithstanding the Bank's histrionics relating to post-sale chargeback risk, the total post-sale chargebacks was a mere \$7,219.12, which were, like all other chargebacks, covered by the funds in the Bright Smile operating account at the Bank. Not once during the entire relationship did the Bank come close to having to setoff chargebacks against Bright Smile's \$3 million in cash collateral. In fact, shortly before the Receivership, because of its reduced risk against chargebacks, the Bank determined that it could reduce the cash collateral from \$3 million to \$2.5 million. Despite this, Bridge Bank now seeks to invade the \$3 million of cash collateral—the sole purpose of which was to be available to cover chargebacks *that never happened*—to pay off exorbitant attorneys' fees and costs, in excess of \$300,000, which it incurred for tilting against windmills and imaginary problems of its own making.

It was 1 Global Capital, LLC's ("1 Global") bankruptcy filing a month before this Receivership that caused the Bank to seek to jettison itself from the 1 Global and the Bright Smile relationships. The Bank's alleged concern over NACHA regulations (prohibiting excessive chargebacks) was nothing more than a transparent pretext to terminate the relationship. The level of pre-Receivership chargebacks was consistent throughout the time Bridge Bank processed payments, and it was only after the 1 Global bankruptcy filing and the instant Receivership that the Bank sought to exit the relationship predicated on NACHA. How else does the Bank explain that, shortly before the 1 Global bankruptcy, it had agreed to release \$500,000 of its cash collateral?

As explained below, nothing the Bank did during this Receivership was reasonable. Rather, its tactics were vexatious and positions it took were not based on solid factual or legal predicates. It certainly did not care about the Receiver's efforts to maximize recoveries for those investors whose collective investment of \$280 million was caught up in the 1 Global fraudulent investment scheme. Its efforts to recover more than \$300,000 in attorney's fees is a continuation of this inglorious trend.

II. PROCEDURAL HISTORY

As explained in the Receiver's other filings, Bright Smile, a Receivership Entity, made loans for consumers to receive various dental and cosmetic procedures. Bright Smile's loans averaged from \$3,000 to \$4,000, but did not exceed \$10,000, and were for terms no longer than 24 months. Most borrowers made monthly payments on their loans through ACH transactions.¹

Bright Smile's primary banking relationship was with Bridge Bank, including ACH processing services. Bright Smile relied on Bridge Bank's ACH processing for most of the payments it received on outstanding loans. The availability of ACH processing was critical to facilitate re-payments for, and preservation of, Bright Smile's multi-million-dollar loan portfolio, which was one of the most significant Receivership assets prior to the Court-approved sale of Bright Smile's assets earlier this year. The Bank required Bright Smile to keep \$3 million in cash collateral account to protect the Bank from chargebacks in its ACH processing.²

¹ Bright Smile was the only Receivership Entity that had ongoing business operations at the time of the Receiver's appointment. By the time of the Receiver's appointment, Bright Smile's business was limited solely to collecting outstanding loans. Bright Smile discontinued making new loans around the time 1 Global filed for bankruptcy.

² The \$3 million was funded through an internal Bank transfer from a 1 Global account to the Bright Smile account as a result of a single sentence email from 1 Global's Director of Accounting and Finance: "Could not find your email, but I approve the movement of the \$3 million from the 1GC money market account to the newly created Bright Smile reserve account."

A. Initial Conflicts with the Bank

Shortly after the Receiver's appointment, Bright Smile had several conflicts with the Bank related to its bank accounts and ACH processing. The Receiver spent an extraordinary amount of time and professional fees ensuring that Bright Smile's loan portfolio was not destroyed by the loss of ACH processing, untimely ACH processing, and other actions taken and threatened by Bridge Bank in the wake of the Receivership. The following is a summary of the conflicts between the Receiver and Bridge Bank in the earliest stages of the Receivership—just days following the Receiver's appointment.³

First, upon receiving the Freeze Order,⁴ Bridge Bank blocked both incoming and outgoing transactions from Bright Smile's accounts, including loan repayments on the Bright Smile loan portfolio. Knowing that the ACH receipts was the lifeblood of the Bright Smile's business, Bridge Bank refused to allow incoming payments to Bright Smile's accounts despite the clear language of the Freeze Order and the Receivership Order,⁵ and the Receiver's requests and directions to Bridge Bank to accept such payments. Instead, Bridge Bank demanded unnecessary clarification from the Court that the Receivership Order and Freeze Order allowed it to accept incoming payments. Bridge Bank's unreasonable position (which set the tone for the relationship) caused significant delays in ACH processing and knowingly threatened the value of Bright Smile's loan portfolio. Upon the Receiver's motion, on August 29, 2018, the Court entered an order "clarifying" the Freeze Order and directing Bridge Bank to take direction from the Receiver with respect to Bright Smile's accounts and any issue necessary for the Receiver to carry out his duties (the

³ These conflicts are described in more detail in court filings. [D.E. 27; D.E. 35; D.E. 77.]

⁴ The Sealed Order Granting Plaintiff's Emergency *Ex Parte* Motion for Asset Freeze and Other Relief. [D.E. 13.]

⁵ The Sealed Order Granting Plaintiff's Emergency *Ex Parte* Motion for Appointment of Receiver [D.E. 12.]

“Clarification Order”) [D.E. 28]. The Bank committed to the Receiver that once the Court entered the Clarification Order, it would immediately reopen the ACH spigot.

Second, despite the clear mandates of the Clarification Order, as well as the Freeze Order and Receivership Order before it, Bridge Bank refused to process ACH transactions that had backed up while it was not permitting incoming payments into the Bright Smile accounts. In all the discussions leading up to the entry of the Clarification Order, the Bank not once mentioned any issue with respect to allowing Bright Smile to catch up on the backed up ACH transfers. This once again put the value of the loan portfolio at substantial risk of loss.⁶ In fact, the Bank demanded that the Receiver put up additional cash collateral over and above the \$3 million to process the backed up ACH payments that it itself caused, when shortly before the Receivership the Bank agreed that \$2.5 million was sufficient. As a result of the Bank’s conduct, the Receiver was forced to file an emergency motion for an order to show cause why Bridge Bank should not be held in contempt of the Court’s orders [D.E. 35]. The Court granted the Receiver’s request for emergency relief and ordered Bridge Bank to process backed up ACH transactions. [D.E. 41].

Finally, after all of this, and after months of allowing Bright Smile to refund overpayments to borrowers through its Bridge Bank account (usually a few hundred dollars a day), Bridge Bank then unilaterally stopped that practice and refused to allow refunds to borrowers until the Receiver executed a new set of Bank documents. *See* the May 2019 Declaration of Gary Freedman, attached as **Exhibit A**, at ¶¶ 6-13.

⁶ The Receiver filed the Declaration of Bright Smile’s Director of Operations, Jeanne Canigiani, on September 6, 2018, which explained in detail the circumstances surrounding Bridge Bank’s refusal to process backed up ACH payments, its drastic over-collateralization, and her communications with Bridge Bank about its violations of the Court’s orders [D.E. 53].

These and other of Bridge Bank's actions threatened the value of the Bright Smile loan portfolio, a critical Receivership asset. The Receiver was forced to expend significant time and the Receivership Estate incurred substantial costs in the form of attorneys' fees to obtain Court orders to preserve that asset.⁷

B. Bridge Bank's Termination of the Relationship

On September 21, 2018, approximately one month after the Receiver was appointed and after Bridge Bank had already sent the Receiver a notice of termination (which, itself, was a violation of the Court's orders), Bridge Bank requested the Court's blessing to terminate its relationship with Bright Smile and to keep possession and control of Bright Smile's \$3 million collateral for an extended period of time after the relationship ended (the "Termination Motion") [D.E. 77].⁸ Again, the Bank sought to put the Receiver in an untenable position, as without an ACH processor, the loan portfolio would be worthless, and without access to the \$3 million, the Receiver would not have the ability to find a substitute ACH processor.

As explained in the Receiver's motion for extension of time to respond to the Termination Motion [D.E. 82], because of the ongoing battles with the Bank, the Receiver had subpoenaed Bridge Bank before the Termination Motion was filed. The Court granted the Receiver an

⁷ Undersigned counsel prepared and filed an earlier Declaration on September 6, 2018, that explained in detail, with numerous exhibits and sample communications, the lengths the Receiver went to work with Bridge Bank to secure compliance with the Court's Orders, and the Bank's refusals to do so [D.E. 52]. The Declaration also explains in detail the Bank's daily flipping of positions in respect to ACH processing and in direct conflict with the Court's Orders and specific directions received on behalf of the Receiver.

⁸ The Bank makes much of the alleged verbal statement by Bright Smile's CEO shortly before the Receivership that he would look for another ACH processor. Under the circumstances of the Receivership and Orders of this Court to preserve and maintain Receivership assets, once the Receivership over Bright Smile was instituted, whatever Bright Smile's CEO said or did not say no longer mattered. The only thing that mattered was preservation and maximization of assets for the benefit of the investors.

extension of time to respond to the Termination Motion until seven days after Bridge Bank certified it produced all documents responsive to the Receiver's subpoena [D.E. 84]. Yet, as described below, it took Bridge Bank over four months to provide such certification—although even then, it had not completely responded to the Receiver's subpoena.⁹ Finally, on January 22, 2019, Bridge Bank filed its Notice of Completion of Document Production Pursuant to Receiver's Subpoena. [D.E. 133.] On January 23, 2019, Bridge Bank filed an Amended Notice of Completion of Document Production to Receiver. [D.E. 135.]¹⁰

In accordance with the deadlines set by the Court, on January 29, 2019, the Receiver filed his Response in Opposition to the Termination Motion [D.E. 141]. On February 5, 2019, Bridge Bank filed its Reply in Support of the Termination Motion [D.E. 153]. Because Bridge Bank's reply raised new issues and new requests for relief, the Receiver sought leave to file a sur-reply, [D.E. 156], which the Court granted [D.E. 157]. The Receiver filed his sur-reply in opposition to the Termination Motion on February 11, 2019 [D.E. 158].

As discussed below, because the Bank intertwined the resolution of the Termination Motion with the Receiver's efforts to sell Bright Smile's assets (Ex. A, ¶ 24), the Court's subsequent orders addressed both issues.

C. Sale of Bright Smile's Assets

For several months, including during the pendency of the Receiver's disputes with the Bank, the Receiver and his professionals were working toward the potential sale of Bright Smile's

⁹ On December 17, 2018, the Court ordered the Receiver and Bridge Bank to file a status report advising as to whether Bridge Bank had completed its production in response to the Receiver's subpoena. [D.E. 122.] The Receiver and Bridge Bank filed a notice with the Court, in which Bridge Bank advised that it would complete its production by January 4, 2019 [D.E. 123].

¹⁰ Other than referencing technical issues, the Bank never explained why it took four months for it to produce its documents. But we do know that it is seeking tens of thousands of dollars in fees for having done so.

assets to entities owed by Bright Smile's president, John Snead (the "Buyers"). On September 25, 2018, the Receiver and his professionals had an in-person meeting with representatives for the Buyers and their counsel. During the meeting, the parties agreed to the material terms for Buyers' purchase of Bright Smile's assets.

Between September 2018 and January 2019, the anticipated transaction teetered on the brink of collapse. One of the most imperative conditions precedent for the sale was the maintaining of the ACH processing prior to closing and Buyers contracting with a new ACH processor to take over upon closing.

On January 17, 2019, the parties agreed to terms and finalized a Purchase and Sale Agreement memorializing the terms of the sale of certain of Bright Smile's assets to Buyers, subject to Court approval. On January 21, 2019, the Receiver filed his Motion to Approve Bright Smile Asset Sale and Purchase Agreement (the "Motion for Approval") [D.E. 132]. In the Motion for Approval, the Receiver set forth the essential terms of the sale of Bright Smile's assets to Buyers and explained in detail why the sale was in the best interests of the Receivership Estate.

On January 31, 2019, the Receiver filed Notice of the SEC's Non-Objection to the sale. [D.E. 148.] On February 4, 2019, 1 Global and 1 West (representing the interests of the defrauded investors) filed a notice stating they had no objection to the sale. [D.E. 149.]

The only objector to the sale was Bridge Bank. *See* Bridge Bank's Objection to Receiver's Motion for Approval (the "Objection") [D.E. 151]. In it, the Bank sought to "reserve" its rights regarding attorneys' fees (which the Receiver had already proposed in January 25, 2019) and to re-argue the exact issues that were briefed in the Termination Motion, which the Receiver

attempted to resolve but was met with extraordinary and unreasonable demands.¹¹ *See* Ex. A, ¶¶ 14-24. This too was a trend in *all* negotiations with the Bank. This caused the Receivership, once again, to expend needless time and resources responding. On February 6, 2019, the Receiver filed his reply to Bridge Bank’s Objection, bringing this and other arguments to the Court’s attention. [D.E. 154.]

D. The Court Approves the Sale of Bright Smile’s Assets and Rules on the Termination Motion

On February 15, 2019, as a result of issues and representations the Bank raised in its Termination Motion and improper Objection, the Court entered an order requiring the Receiver to file proof of an agreement that Buyers would keep sufficient funds in Bright Smile’s operating account at Bridge Bank to protect the Bank from exposure to chargebacks for 90 days after the Bank stopped processing ACH payments for Bright Smile [D.E. 160].¹² In compliance with the Court’s Order, on February 19, 2019, the Receiver filed his Notice of Filing First Amendment to Asset Purchase and Sale Agreement, which provided that the Buyers would leave \$75,000 in Bright Smile’s operating account for 90 days after the termination of ACH processing [D.E. 161].

¹¹ The Receiver’s reference to what could be construed as settlement communications is not done to “either prove or disprove the validity or amount of a disputed claim or to impeach by prior inconsistent statement or a contradiction.” Fed. R. Evid. 408. The Receiver’s reference to these communications goes to the issue of the reasonableness—or in this instance, the unreasonableness—of the attorneys’ fees incurred by the Bank and sought in the Motion to Offset. *See Master-Halco, Inc. v. Scillia, Dowling & Natarelli, LLC*, 739 F. Supp. 2d 125, 135-36 (D. Conn. 2010) (holding that settlement communications are admissible to determine issues related to awards of attorneys’ fees, and citing to collection of cases for same principle); *see also Lohman v. Duryea Borough*, 574 F. 3d 163 (3d Cir. 2009) (“Rule 408 does not bar a court’s consideration of settlement negotiations in its analysis of what constitutes a reasonable fee award in a particular case.”).

¹² Which was one of the solutions proposed by the Receiver in meet and confers with the Bank and in his filings but was rejected by the Bank.

Pursuant to the First Amendment, Buyers further agreed to replenish the operating account by \$25,000 any time the balance dropped below \$25,000 for the entirety of the 90 days. *Id.*

Thereafter, on February 20, 2019, the Court entered an order approving the sale of Bright Smile's assets to Buyers and addressing outstanding issues raised in the Termination Motion (the "Approval Order") [D.E. 162].¹³ As to the Termination Motion, the Approval Order provided that: (1) Bright Smile was required to transfer its ACH processing out of Bridge Bank by February 28, 2019;¹⁴ (2) Bridge Bank was required to continue ACH processing for Bright Smile until Bright Smile transferred its ACH processing to a new entity;¹⁵ (4) Bridge Bank was allowed to hold the approximately \$3 million of Bright Smile's cash collateral for 90 days after Bright Smile transferred its ACH processing to a new entity;¹⁶ (5) during the 90 days, Bridge Bank could draw from funds in Bright Smile's operating account to cover consumer chargebacks;¹⁷ and (6) at the end of the 90-day period, if there was any deficiency in reimbursing chargebacks, Bridge Bank was permitted to draw from \$500,000 of collateral unfrozen by the Court to cover the deficiency [D.E. 162, pp. 7-8]. The Approval Order further provided that Bridge Bank must account to the Receiver with respect to any chargebacks for which it seeks reimbursement from the \$500,000 of unfrozen collateral. *Id.* But, because of the relatively miniscule sum of \$7,219.12 in post-closing chargebacks that were funded by Bright Smile's operating account, this accounting was never required.

¹³ As discussed below, the Approval Order also effectively ended the dispute between the Receiver and Bridge Bank.

¹⁴ Which the Receiver had already agreed to do [D.E. 141, pp. 10-11].

¹⁵ Which the Receiver had proposed. *Id.*

¹⁶ To which the Receiver had already agreed. *Id.*

¹⁷ To which the Receiver had already agreed. *Id.*

E. The Bank's Meritless and Improper Motion for Fees

Although the Receiver respectfully submits he emerged the net winner—the prevailing party—of the disputes with the Bank, the Bank nevertheless moved for attorney's fees and costs pursuant to its purported "contractual rights." *See* the Bank's Motion to Offset at pp. 1, 3-4.

Prior to filing, the Bank served the Receiver with a copy of the Motion to Offset in accordance with Local Rule 7.3. Counsel for the Receiver responded by letter detailing the Receiver's opposition to the claim for fees and asserting that it was the Receiver who was entitled to attorney's fees from the Bank. Further, counsel for the Receiver and the Bank had numerous meet and confer telephone calls and an in-person meeting to discuss the Motion to Offset. Not surprising given the Bank's unreasonable positions taken during the relatively short duration of this Receivership, the Receiver was unable to resolve any issues with Bridge Bank.

III. ARGUMENT AND GENERAL OBJECTIONS

The Receiver respectfully submits that the Motion to Offset should be denied because the Bank did not cite to or attach any signed agreement with Bright Smile to its Motion to Offset entitling it to attorneys' fees. Instead, the Bank relies on provisions of two separate unsigned agreements respectively titled "Deposit Account Agreement" and the "Treasury Management Services Agreement and Services Descriptions."¹⁸ *See* Motion to Offset at pp. 3-4. The Bank, with all of its filings and supporting declarations, failed to file a single signed writing reflecting that Bright Smile agreed to the terms and conditions included in the "Deposit Account Agreement." Nor did the Receiver assume the Banking Agreements¹⁹ after his appointment. To the contrary,

¹⁸ Although the Bank relied on the Treasury Management Service Agreement in its Motion to Offset, the Treasury Management Service Agreement does not provide for attorneys' fees and costs (such provisions are exclusively found in the Deposit Account Agreement).

¹⁹ The Receiver uses the term "Banking Agreements" as defined in the Bank's Motion to Offset.

the Bank unilaterally terminated the Banking Agreements and sought the Court's after the fact blessing. On this ground alone, the Bank's Motion to Offset should be denied in total.

However, even if the Banking Agreements (and any related attorneys' fee provisions) are found to be enforceable against the Receiver, the Motion to Offset should still be denied because: (1) the fees and costs sought did not benefit the Receivership Estate; (2) the fees and costs sought were unnecessary and incurred in bad faith; (3) the Bank failed to comply with the spirit of Local Rule 7.3; and (4) the fees and costs sought are unreasonable considering the market, legal community, and *Johnson* factors.

A. The Bank has not Shown Bright Smile was Bound by the Banking Agreements

The Bank has failed to establish the existence of any executed Banking Agreements or demonstrate that Bright Smile is bound by the terms of the Banking Agreements. The Bank has not produced or attached as an exhibit to its filings any writing executed by Bright Smile that would subject it to the Banking Agreements, including any provision therein related to the Bank's claimed entitlement to attorneys' fees. If the Bank wants to argue that the Receiver assumed the obligations under the Banking Agreements, it first must prove that Bright Smile, pre-Receivership, was bound by the Banking Agreements. Having failed to do so within any of its supporting declarations, the Court may summarily deny the Motion to Offset.

B. The Receiver Never Assumed the Banking Agreements

Even if the Banking Agreements were otherwise enforceable against the Receiver, the Receiver never indicated his intention to assume them and, therefore, is not bound by their terms. *See S.E.C. v. Churchville*, 2016 WL 3816373, *3 (D. R.I. June 12, 2016) (finding that a pre-receivership contract only binds a receiver that positively indicates his or her intention to take over the contract); *see also Bayshore Executive Plaza P'ship v. F.D.I.C.*, 750 F. Supp. 507, 511 (S.D.

Fla. 1990), *aff'd* at 943 F. 2d 1290 (11th Cir. 1991) (“In addition, under Florida law, a receiver has the option of either accepting or rejecting executory contracts, however, once a receiver specifically elects to accept a contract, he is bound thereby.”).

Here, not only did the Receiver *not* assume the Banking Agreements, the Bank precluded any such assumption by serving its termination notice on the Receiver and seeking Court approval of such termination. Having done so, the Bank is now estopped from seeking relief thereunder.

C. Fees and Costs Incurred by the Bank did not Benefit the Receivership

“Further, where a receiver takes advantage of a pre-receivership contract without adopting it, he may do so without necessarily committing himself to an adoption thereof.” *Churchville*, 2016 WL 3816373, at *3 (internal quotation omitted). In such circumstances, “the receiver is liable for the value of the benefit [received by] the estate[.]” *Id.* (internal quotation omitted).

In *Churchville*, the district court determined that the receiver did not assume or adopt a pre-receivership contract (which contained an indemnification provision) because he never filed a petition to adopt it. *Id.* at *3. Given that fact, the district court found that neither the receiver nor the court was bound by the pre-receivership contract. *Id.* The district court went on to find that, to the extent the receiver nonetheless *benefitted* from the services provided under the pre-receivership contract, and attorneys’ fees were sought in connection with the services that *benefitted* the receivership, the movant may be entitled to indemnification of those specific attorneys’ fees. *Id.* The district court explicitly rejected the movant’s claim for indemnification of any attorneys’ fees that were incurred *protecting its own interests* and not those of the receivership estate. *Id.*

Here, most, if not all, of the attorneys’ fees sought by the Bank were incurred for services that provided no benefit to the Receivership Estate. *See e.g. S.E.C. v. First Sec. Co. of Chicago*, 528 F. 2d 449, 453 (7th Cir. 1976) (“In ordinary federal receivership cases, creditors or

shareholders and their attorneys may receive compensation in the discretion of the trial judge where they benefit the receivership estate.”); *Godfrey v. Powell*, 159 F. 2d 330, 331 (5th Cir. 195) (“Allowance of attorneys’ fees and expenses in a case of this kind should be made only if it is clear that those seeking fees and expenses have by their efforts actually benefitted the estate involved.”).

In fact, the Bank’s actions, for which it now seeks in excess of \$300,000 in fees, were the exact antithesis of conduct beneficial to the Receivership Estate. It did everything in its power to sabotage the Bright Smile loan portfolio in seeking to advance its own interests. Moreover, the Bank’s self-serving actions diverted resources and caused the Receivership to incur attorneys’ fees and costs that will diminish what is ultimately available for return to investors defrauded in the 1 Global fraud. Where, as here, a movant seeks attorneys’ fees pursuant to a contract entered into before the receivership, incurred for actions that do not benefit the receivership estate, the movant merely has a potential claim that it may submit in accordance with the claim procedures approved by the court for distribution of receivership assets. *See Bendall v. Lancer Mgmt. Group, LLC*, 523 Fed. Appx. 554 (11th Cir. 2013).

D. Fees and Costs Incurred by the Bank were Unnecessary and Exemplifies Bad Faith

Most, if not all, the attorneys’ fees the Bank incurred in this matter were unnecessary and are directly attributable to its unreasonable, overly aggressive, and bad faith tactics and positions. *See generally* [D.E. 52] and Ex. A. The Bank was never at risk for chargebacks at any point during the entire Receivership. Every single chargeback was covered by funds in the Bright Smile operating account at Bridge Bank.²⁰ Not once during the entire course of the Bank’s relationship

²⁰ Attached as **Exhibit B** is the Declaration of Soneet Kapila, which includes the analysis of the Receiver’s accountants, Kapila Mukamal, as to the total amount of post-closing chargebacks.

with Bright Smile, *even pre-receivership*, did the Bank come close to having to resort to setting off against the \$3 million in cash collateral. *See* Ex. B.

Indeed, notwithstanding the Bank's hysterics relating to Bright Smile's asset sale, and its unfounded assertions that it was at risk if the sale was approved, the total sum of all post-closing chargebacks was a mere \$7,219.12. Ex. B, ¶ 12. Bridge Bank knew the positions it took with respect to the Court's Orders, the asset sale, and the overall chargeback risk it faced were false—or misleading at best—but asserted them anyway. This ultimately was to the detriment of the Receivership Estate, which was forced to expend nearly \$100,000 in attorneys' fees fending off the Bank's efforts at sabotaging the Bright Smile loan portfolio.²¹

In point of fact, the thrust of the Bank's litigation was to allegedly preserve the \$3 million cash collateral to cover chargebacks that were *always* secured by funds in Bright Smile's operating account. Now, the Bank seeks to pillage that cash collateral, which would otherwise go to defrauded investors, for a totally unrelated purpose—to pay off exorbitant attorneys' fees and costs it incurred for tilting at windmills and imaginary problems of its own making. And, as explained above, the Bank's NACHA pretext rings hollow when there was never an issue raised in that regard for months and when the Bank actually agreed to reduce the cash collateral requirements and was only raised once 1 Global filed for bankruptcy.

²¹ The Receiver intends to file his own motion for recovery of fees, based on Bridge Bank's conduct, after motion is served in compliance with the 21-day notice provision of Local Rule 7.3. In the event the Court does not summarily deny the Motion to Offset, the Receiver requests that discovery and hearings on the Motion to Offset and the Receiver's yet to be filed motion for recovery of fees and costs be set on a single scheduling order for purposes of efficiency and conservation of judicial resources. *See* Section VI.

E. Failure to Comply with Local Rule 7.3

While the Bank did provide to the Receiver copies of the billing records for which it seeks an award, it was nearly meaningless given the overwhelming number and scope of redactions in those billing records. Taken together, the overreaching amount of redactions and the Bank's failure to provide in the Motion to Offset any meaningful description of the tasks its attorneys performed result in a failure to comply with Local Rule 7.3. Indeed, as a result of the breadth of redactions it is virtually impossible for the Receiver to determine with any certainty why the fees sought were incurred. Given the fact that, other than the issue of attorneys' fees, the litigation with the Bank is over, makes the Bank's wholesale redaction of its attorneys' time entries even more problematic in the context of Local Rule 7.3 and the Motion to Offset itself.

F. Fees and Costs Incurred by the Bank are Unreasonable and Excessive

The fees incurred by the Bank, and the rates billed to the Bank, are excessive, especially in the context of a receivership. The Bank claims it incurred approximately \$300,000 in attorneys' fees and costs in its dispute with the Receiver since late August 2018. In comparison, as will be discussed in the Receiver's forthcoming Motion for an Award of Attorneys' Fees and Costs against the Bank, the Receivership Estate incurred approximately \$100,000 in attorneys' fees and costs related to the same dispute with the Bank.²² Bridge Bank incurred more than *triple* the amount of attorneys' fees and costs incurred by the Receivership Estate, and *did not prevail on any issue*.

To support a fee award, the movant must show that "the rate charged is the prevailing market rate for similar services." *Yacht Club on the Intracoastal Condo. Ass'n, Inc. v. Lexington Ins. Co.*, 2013 WL 12249547, *7 (S.D. Fla. 2013) citing to *American Civil Liberties Union v.*

²² While Nelson Mullins Broad and Cassel did agree to charge discounted rates in this Receivership—approximately 20% less than normal rates given the nature of the Receivership—that discount does not come anywhere close to explaining the differential.

Barnes, 168 F. 3d 423, 436 (11th Cir. 1999) (finding that the reasonable hourly rate is defined as the “prevailing market rate in the relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation.”). The fee applicant bears the burden of establishing the claimed market rate. *See Barnes*, 168 F. 3d at 427.

“Additionally, the Court must consider the rate a reasonable client would be willing to pay for the same services, taking into account the *Johnson* factors.” *Yacht Club*, 2013 WL 12249547, at *7. The *Johnson* factors that are most important to the reasonableness of the fees in question are “the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly,” and “the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained.” *Yacht Club*, at *7, citing to *Ottaviano v. Nautilus Ins. Co.*, 717 F. Supp. 2d 1259, 1264 (M.D. Fla. 2010). All the foregoing factors and considerations weigh in favor of a finding that the attorneys’ fees and costs sought by Bridge Bank are unreasonable.

The rates billed by the Bank’s lawyers are excessive for the receivership legal community. *See Barnes*, at 436 (finding the test is whether the rates billed are reasonable when compared to other rates in the same legal community). Given this standard, the Receiver asserts that the following billing rates are excessive given the billing rates of other attorneys in this market that work in the equity receivership community: (1) Joel Tabas’ \$625 hourly rate; (2) James Robinson’s \$755 hourly rate in 2018 and \$815 hourly rate in 2019; (3) Mahalia Cole’s \$435 hourly rate in 2018 and \$565 hourly rate in 2019; (4) Mariellen Facchino’s \$265 hourly rate in 2018 and \$292.50

hourly rate in 2019; (5) Jeffrey Catancio's \$292.50 hourly rate in 2019; and (6) Danny Zepedo's hourly rate of \$247.50 in 2019.²³

As to the *Johnson* factors, the dispute between the Receiver and Bridge Bank involved some questions of moderate difficulty, but nothing so novel or complex as to warrant the exorbitant attorneys' fees and costs sought. Rather, they included made up assertions by the Bank, playing its best Chicken Little role that the sky was falling, when the exact opposite was true. The dispute involved the following issues: (1) the applicability of the Court's standard freeze order to Bridge Bank; (2) to what extent Bridge Bank could be harmed by chargebacks from Bright Smile ACH transactions, which the Bank knew or should have known would not occur based on historical data; and (3) the Bank's demand for attorneys' fees and costs.

In addition, while the Bank's continued ACH processing was of significant concern to the Receivership Estate, the issues raised by the Bank were not significant and did not involve substantial risk, and Bridge Bank did not "prevail" in any meaningful way on any of its motions or filings. As discussed above, Bridge Bank used alleged NACHA violations as a pretext to terminate the relationship with Bright Smile after 1 Global filed for bankruptcy, even though the alleged NACHA violations consistently occurred every month throughout the length of the relationship. Also discussed above, Bridge Bank spent countless hours and approximately \$300,000 arguing that it was at great risk of loss because of chargebacks, and for that reason, it required all sorts of relief from the Court. At the end of the day, the total sum of all post-sale

²³ The rates charged by Mr. Tabas and Mr. Robinson exceed or far exceed the rate charged by the Receiver and all his counsel. Ms. Cole is an associate, and her rate far exceeds the rates charged by associates and of counsel working on this matter for the Receivership. Ms. Facchino, Mr. Catancio, and Mr. Zepedo are all paralegals whose rates exceed the rates charged by paralegals working for the Receivership and approach the rates charged by associates and of counsel working for the Receivership. Moreover, the biographies for the White and Case professionals do not disclose their years of experience.

chargebacks was a mere \$7,219.12, and there were more than enough funds in Bright Smile's operating account to cover that amount, as had always been the case throughout the relationship.

Bridge Bank did not prevail on a single substantive issue throughout this case. The only relief Bridge Bank obtained was that which the Receiver agreed to in filings with the Court and in conversations with the Bank's counsel—protections post-sale of the Bright Smile assets. For example, the Receiver agreed to the termination of the banking relationship *provided he had time to locate alternative ACH processing*, which was ultimately ordered; and the Receiver agreed to maintain sufficient funds in the Bright Smile operating account to cover any potential chargeback exposure to the Bank, which was ultimately ordered.

For all these reasons, the fees and costs sought by the Bank in the Motion to Offset are not reasonable and should not be granted.

IV. SPECIFIC OBJECTIONS TO TIME RECORDS AND ENTRIES

In addition to the general objections and arguments set forth above, the Receiver objects to the majority of the time entries submitted by the Bank. Attached as **Exhibit C** is a copy of the heavily redacted invoices attached to the Motion to Offset, with designations made by the Receiver reflecting his specific objections. The Receiver's specific objections fall into 5 categories:

(1) "NR" means not reasonable, where there appears to be substantial duplication of effort, excessive billing, and generally tasks performed that were unnecessary;

(2) "ND" means no benefit to the Receivership;

(3) "CD" means the Receiver could not determine the scope of the task performed due to excessive redaction;

(4) "ID" means insufficient description of task performed; and

(5) “BB” means improper block billing, where the Receiver cannot determine the amount of time spent on any specific task.

V. THE RECEIVER’S INTENTION TO SEEK ATTORNEYS’ FEES AND COSTS FROM THE BANK

The Receiver is in the process of complying with Local Rule 7.3, as it relates to his Motion for an Award of Attorneys’ Fees and Costs against Bridge Bank.²⁴ The Receiver requests that his Motion for an Award of Attorneys’ Fees and Costs against Bridge Bank be joined with and heard at the same evidentiary hearing as the Bank’s Motion to Offset.

VI. REQUEST FOR SCHEDULING ORDER

The Receiver respectfully requests entry of a scheduling order related to the Motion to Offset and the soon-to-be-served Receiver’s Motion for Attorneys’ Fees. The Receiver believes the Court, the Bank, and the other interested parties to this action would benefit from a briefing schedule and a Court-ordered period to conduct limited discovery, including depositions, in advance of any evidentiary hearing, if the Court grants one. However, if the Court determines it can rule on the papers filed by the Receiver and the Bank, this request is moot.

VII. CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that the Court enter an order denying the Bank’s Motion to Offset.

²⁴ The Receiver has provided notice to the Bank of its intent to serve and file such a motion. The motion will be predicated on two bases. First, to the extent the Court determines the Banking Agreements are operative and Arizona law applies, the Receiver would seek recovery of attorneys’ fees and costs under prevailing party provisions set forth therein. Second, the Receiver is entitled to attorneys’ fees and costs because this is an equitable proceeding, the Receiver always acted in the best interests of creditors, and the Bank acted in a vexatious, heavy-handed, irresponsible, and bad faith manner.

Dated: May 13, 2019

NELSON MULLINS BROAD AND CASSEL
Attorneys for Receiver
One Biscayne Tower, 21st Floor
2 S. Biscayne Boulevard
Miami, FL 33131
Telephone: 305.373.9400
Facsimile: 305.995.6449

By: s/Gary M. Freedman
Gary M. Freedman
Florida Bar No. 727260
Daniel S. Newman
Florida Bar No. 0962767
Jonathan Etra
Florida Bar No. 0686905
Christopher Cavallo
Florida Bar No. 0092305

CERTIFICATE OF SERVICE

I hereby certify that on May 13, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel who are not authorized to receive electronically Notices of Electronic Filing.

s/Gary M. Freedman
Gary M. Freedman

SERVICE LIST

<p>SECURITIES AND EXCHANGE COMMISSION Miami Regional Office 801 Brickell Avenue, Suite 1800 Miami, Florida 33131 Robert K. Levenson Chris Martin Senior Trial Counsel levensonr@sec.gov martinc@sec.gov Telephone: 305.982.6300 Facsimile: 305.536.4154</p>	<p>MARCUS NEIMAN & RASHBAUM LLP 2 South Biscayne Boulevard Suite 1750 Miami, Florida 33131 Jeff Marcus jmarcus@mnrllawfirm.com Telephone: 305.400.4262 <i>Attorneys for Defendant Carl Ruderman</i></p>
<p>GREENBERG TRAURIG, LLP 333 S.E. 2nd Ave., Suite 4400 Miami, FL 33131 Paul J. Keenan Jr. keenanp@gtlaw.com Telephone: 305.579.0500 <i>Attorneys for Defendant 1 Global Capital, LLC and Relief Defendant 1 West Capital, LLC</i></p>	

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-61991-BB

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

1 GLOBAL CAPITAL LLC, and
CARL RUDERMAN,

Defendants, and

1 WEST CAPITAL LLC,
BRIGHT SMILE FINANCING, LLC,
BRR BLOCK INC.,
DIGI SOUTH LLC,
GANADOR ENTERPRISES, LLC,
MEDIA PAY LLC
PAY NOW DIRECT LLC, and
RUDERMAN FAMILY TRUST,

Relief Defendants.

DECLARATION OF GARY M. FREEDMAN

Pursuant to 28 U.S.C § 1746, I, GARY FREEDMAN, make the following
Declaration under penalty of perjury:

1. I am over eighteen years of age and have personal knowledge of the
information contained in this Declaration.

BACKGROUND

2. I am a lawyer licensed to practice law in Florida, having been admitted to
the Florida Bar on December 14, 1987. My Florida Bar number is 727260.

3. I am a partner at the law firm of Nelson Mullins Broad and Cassel (“Nelson Mullins”).

4. I am one of the lawyers at Nelson Mullins representing Jon A. Sale, not individually, but solely in his capacity as the Court-appointed receiver (the “Receiver”) for Bright Smile Financing, LLC (“Bright Smile”), among other entities.

5. The purpose of this Declaration is to demonstrate the Receiver’s efforts to work with Bridge Bank to resolve issues and pending motions from September 7, 2018 to present (the “Relevant Time Period”). This Declaration also demonstrates the Bank’s unreasonable demands and tactics during the Relevant Time Period, causing it to run up attorneys’ fees, allegedly in excess of \$300,000, unnecessarily.¹ My previous Declaration filed in this action, [D.E. 52], covers similar subject matter from the date of the Receiver’s appointment through September 6, 2018.

BRIDGE BANK UNILATERALLY STOPS REFUNDS TO BORROWERS

6. On October 12, 2018, a Friday afternoon, a Bank representative emailed me a “business online banking modification form,” the execution of which the Bank was requiring in order to process consumer refunds. Exhibit A at p. 7.² The Bank had unilaterally terminated Bright Smile’s ability to process consumer refunds until the modification form was completed, despite having processed consumer refunds on a daily

¹ When I refer to date and times, it is based on local time. It is my understanding that the Bank and some of its counsel are located in California, which is three hours behind us.

² A copy of this e-mail chain is attached as **Exhibit A**. Nothing in this Declaration is intended to “either prove or disprove the validity or amount of a disputed claim or to impeach by prior inconsistent statement or a contradiction.” Fed. R. Evid. 408. Instead, the Bank and its attorneys’ communications with me goes to the reasonableness—or in this instance, the unreasonableness—of the attorneys’ fees incurred and for which it seeks to offset against the \$3 million that would otherwise be used to pay legitimate creditors of this Receivership Estate.

basis throughout the course of the relationship that started in April 2018, without such a form being in place.

7. The next day, a Saturday, I informed the Bank that I had been out of the office. Ex. A at p. 4. I also informed the Bank that its request was odd given its extended course of dealing in processing customer refunds for Bright Smile. Ex. A at p. 4.

8. Having been the only lawyer for the Receiver that received the Bank's email, and having been out of the office for two days, I immediately attempted to execute the form that day, but for technical reasons was not able to access it until Sunday, October 14. Ex. A at p. 3.

9. On Monday, October 15, 2018, in response to an email from the Bank's Vice President, Susan Wadi, which suggested the Bank was not aware that Bright Smile was submitting customer refunds, I responded that Bright Smile's customer refund requests were always titled "customer refunds," such that "the issue was always in the light." Ex. A at p. 2. In other words, the processing of refunds would not have been any secret to the Bank since they were being processed through it.

10. On Tuesday, October 16, 2018, at 11:37 a.m., Jeanne Canigiani, Bright Smile's Director of Operations, informed me and the Bank that she did not have any ability to process Bright Smile's customer refunds or incoming ACH payments. Ex. A at 1. Notwithstanding prior disputes with the Bank and Court orders, Bright Smile's daily ACH limit had been reduced from \$33,333 per day to \$1 per day. *Id.*

11. I emailed the Bank's attorney immediately, copying the Bank's representatives, asking that the issues be straightened out immediately. *Id.*

12. The Bank failed to resolve these issues promptly. Hours later, at 3:06 p.m., Ms. Canigiani informed me and the Bank that the Bank still had not corrected the problem.³ Exhibit B. at p. 2.

13. While the problems were ultimately resolved, Bridge Bank's unilateral decision to terminate all customer refunds: (a) was at odds with historical course of dealing, as the Bank had knowingly processed customer refunds throughout the entire relationship; and (b) caused disruption to Bright Smile's business by not only preventing customer refunds for a period of time, but also, whether intentional or not, preventing all ACH transactions for a period of time. *See generally* Ex. B.

BRIDGE BANK ACTS IN BAD FAITH

14. From October 2018 through February 2019, I was in communication with Bridge Bank regarding its subpoena compliance and Termination Motion (as defined in the Receiver's Response to the Motion to Offset).

15. On January 24, 2019, my colleague Chris Cavallo and I had a telephone conference with James Robinson, counsel for Bridge Bank, to discuss a potential resolution of the Termination Motion. Among other things, we explained to Mr. Robinson that the Receiver was close to selling Bright Smile's assets, Bright Smile had found a new ACH provider, and that Bright Smile was in the process of transferring all of its ACH processing over to the new provider. We told Mr. Robinson that our understanding, from those involved with the ACH processing transition, was that it would take a few weeks, at most. This was consistent with what I had been telling Bridge Bank—that the Receiver

³ A copy of this e-mail chain is attached as **Exhibit B**. At least some of the timestamps on this email chain appear to be California time.

and Bright Smile were doing everything they could to exit the relationship, obviating a major issue in the Termination Motion. Although, the fact that Bridge Bank would not release any of the \$3 million in cash collateral for 90 days after any termination made it extremely difficult to find an alternate ACH processor.

16. On that same call, we also proposed that: (a) Bridge Bank could maintain the \$3 million cash collateral for 90 days, but not access those funds without a Court order; (b) Bridge Bank could offset any chargebacks against Bright Smile's operating account, consistent with past course of dealing; and (c) Bright Smile would leave sufficient funds in the operating account to cover chargebacks. This proposal, if accepted, would have provided the Bank all of the protection it required. It would have also obviated any remaining issue in the Termination Motion. Mr. Robinson told us he would get back to us. We also requested a one-week extension of time to file a response to the Termination Motion, in hopes that a resolution that made sense for both sides would be forthcoming.

17. Later that day, Monique Jewett-Brewster of Hopkins Carley, the Bank's California attorneys, emailed me to request a telephone conference the next day, January 25, 2019, regarding the Receiver's proposal.⁴ Exhibit C at p. 2.

18. On January 25, 2019, Mr. Cavallo and I had a telephone conference with the Bank's California attorneys, Ms. Jewett-Brewster and Jay Ross. We went over the same proposal we made the day before to Mr. Robinson and answered questions they had about the pending sale of Bright Smile's assets. During the call, and for the very first time, the Bank's attorneys raised the issue of its attorneys' fees. There had been no prior

⁴ A copy of this e-mail chain is attached as **Exhibit C**.

request for attorneys' fees—neither in the Termination Motion nor during any of our conversations, emails, or prior briefing.

19. After the telephone conference, I wrote an email to the Bank's attorneys summarizing the Receiver's proposal. Ex. C at p. 1. My email is consistent with the proposal discussed during the January 24 and January 25 telephone conferences and, importantly, included a provision that the Bank could reserve on the issue of attorneys' fees. *Id.*

20. Later in the day on January 25, 2019, Mr. Ross responded to my email by demanding a "stipulation to the Bank's full recovery of its legal expenses in [the] matter (paid with funds held in the cash collateral account)."⁵ Exhibit D at p. 1. Mr. Ross conditioned any extension of time for the Receiver's response to the Termination Motion on that stipulation.

21. The Bank's demand was unreasonable and in bad faith, pure and simple. The Receiver had no ability to enter into such a stipulation without Court approval or notice to its creditors and parties in interest, including 1 Global and the SEC. Although Mr. Ross never mentioned the magnitude of the Bank's attorneys' fees, now, in hindsight, it is clear that the Bank and its attorneys were trying to foist a \$300,000 obligation on the Receivership Estate in exchange for agreeing to a one-week extension of time for the Receiver to file his response to the Termination Motion.

22. On January 28, 2019, Ms. Jewett-Brewster emailed me with a counter-proposal to resolve the Termination Motion.⁶ Exhibit E at p. 1. The Bank's counter-

⁵ A copy of this e-mail chain is attached as **Exhibit D**.

⁶ A copy of this e-mail chain is attached as **Exhibit E**.

proposal is nearly identical to the Receiver's proposal, except that the Bank demanded a specific amount be left in the operating account to cover chargebacks during the 90-day period following the end of ACH processing (\$250,000), *and that the Receiver agree to reimburse the Bank for all of its attorneys' fees and costs. Id.* Although, again, the Bank failed to disclose the magnitude of the attorneys' fees and costs.

23. In essence, the Bank withheld agreement to a routine one-week extension of time on the condition that the Receiver incur a \$300,000 obligation to the detriment of defrauded investors. Then, the Bank withheld agreement on the resolution of its Termination Motion unless the Receiver agreed to the same demand. The Receiver was in no position to agree to such demands, which in effect would have subjected the Receivership Estate's creditor's to unknown and unwarranted liability.

24. On February 4, 2019, the Bank filed its Objection to the Receiver's Motion to Approve Bright Smile Asset Sale and Purchase Agreement (the "Objection"). [D.E. 151.] The Bank did not object to the proposed sale. Objection at p. 1. Instead, the Bank sought to "reserve" its rights regarding attorneys' fees (which the Receiver had already proposed back on January 25, 2019) and to re-argue the same exact issues that were briefed in the Termination Motion and would have been resolved by the Receiver's good faith proposal, (a) which is memorialized in the emails attached to this Declaration, (b) was set forth in the Receiver's Response to the Termination Motion [D.E. 141], and (c) was ultimately adopted by the Court in its Order resolving the Termination Motion and Objection [D.E. 160].

I declare under penalty of perjury that the foregoing is true and correct, pursuant to 28 U.S.C. § 1746(2).

Dated: May 13, 2019.


Gary M. Freedman

EXHIBIT A
TO THE
DECLARATION OF GARY
FREEDMAN

Chris Cavallo

From: Gary Freedman <gfreedman@broadandcassel.com>
Sent: Tuesday, October 16, 2018 11:41 AM
To: Jeanne Canigiani; Gary Freedman; Susan Wadi; Vanessa Cobos
Cc: ClientServices Liaison; Robinson, Jim; Dan Newman; Jon Sale; Monique D. Jewett-Brewster
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Jim,

If there is any issue other than one of a technical nature, kindly give me a call. Otherwise, we would hope that this is straightened out promptly.

Kind regards,
Gary



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Jeanne Canigiani <jeanne@brightsmilefinancing.com>
Sent: Tuesday, October 16, 2018 11:37 AM
To: Gary Freedman <gary.freedman@nelsonmullins.com>; Susan Wadi <Susan.Wadi@bridgebank.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

The Consumer Credit CCD isn't available for me to use as of this morning and also I am unable to process any ACH (PPD transactions) as our limit is now \$1.00, not \$33,333.33.

Please advise.

Regards,
Jeanne

From: Gary Freedman <gary.freedman@nelsonmullins.com>
Sent: Monday, October 15, 2018 8:15 AM
To: Susan Wadi <Susan.Wadi@bridgebank.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Susan,

The title of Bright Smile's emails in respect to Bright Smile customer refunds was always "customer refunds." The fact that Bridge Bank did not receive a list of customers being refunded was because Bridge Bank never requested any such list. So the issue was always in the light.

Best,
Gary



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Susan Wadi <Susan.Wadi@bridgebank.com>
Sent: Sunday, October 14, 2018 4:18 PM
To: Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Thanks Gary. As stated in my email to Jeanne I do not receive a list of customers being refunded when Jeanne puts the refunds through, all I receive is a request to approve a limit increase and to provide approval for processing of a refund batch (no breakdown). All receiver's approvals of refunds were completed. Once the issue came to light I had to correct it to ensure smooth processing for Bright Smile from here on out. I think you would be in favor of that so no disruption occurs in the future. I appreciate everyone's patience.

Vanessa, please have the Consumer Credit PPD feature live and active for Bright Smile to utilize tomorrow Monday October 15th.

Thanks!

Vice President
Special Assets
Sent with BlackBerry Work
(www.blackberry.com)

From: Gary Freedman <gary.freedman@nelsonmullins.com>
Date: Sunday, Oct 14, 2018, 11:03 AM
To: Susan Wadi <Susan.Wadi@bridgebank.com>, Gary Freedman <gary.freedman@nelsonmullins.com>, Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>, ClientServices Liaison <clientservices.liaison@bridgebank.com>, Robinson, Jim <jrobinson@whitecase.com>, Dan Newman <dnewman@broadandcassel.com>, jon.sale@nelsonmullins.com <jon.sale@nelsonmullins.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

I was just able to complete the document.



GARY M. FREEDMAN PARTNER
gary.freedman@nelsonmullins.com
2 SOUTH BISCAYNE BLVD
21ST FLOOR
MIAMI, FLORIDA 33131
T (305) 373-9449 F 305.373.9443
NELSONMULLINS.COM
**In Florida, known as Nelson Mullins Broad and Cassel*

From: Gary Freedman
Sent: Saturday, October 13, 2018 2:22 PM
To: Gary Freedman <gfreedman@broadandcassel.com>; Susan Wadi <Susan.Wadi@bridgebank.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

I have been trying for 15 minutes and the docusign will not open. Kindly resend.

Thank you.
Gary



GARY M. FREEDMAN PARTNER
gary.freedman@nelsonmullins.com
2 SOUTH BISCAYNE BLVD
21ST FLOOR
MIAMI, FLORIDA 33131
T (305) 373-9449 F 305.373.9443
NELSONMULLINS.COM
**In Florida, known as Nelson Mullins Broad and Cassel*

From: Gary Freedman <gfreedman@broadandcassel.com>
Sent: Saturday, October 13, 2018 2:06 PM
To: Susan Wadi <Susan.Wadi@bridgebank.com>; Gary Freedman <gary.freedman@nelsonmullins.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Susan,

I will attempt to do it now—I have been out of the office for the past two days.

However, we do this with all rights reserved. The request is a bit odd given the bank's extended course of conduct in processing customer refunds.

Best,
Gary



GARY M. FREEDMAN PARTNER
gary.freedman@nelsonmullins.com
2 SOUTH BISCAYNE BLVD
21ST FLOOR
MIAMI, FLORIDA 33131
T (305) 373-9449 F 305.373.9443
NELSONMULLINS.COM
**In Florida, known as Nelson Mullins Broad and Cassel*

From: Susan Wadi <Susan.Wadi@bridgebank.com>
Sent: Friday, October 12, 2018 12:31 PM
To: Gary Freedman <gary.freedman@nelsonmullins.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>
Subject: FW: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits
Importance: High

Hi Gary,

Our CSL Group sent out documents for you to sign 2 days ago to activate the consumer credits PPD feature so Bright Smile is able to send out customer refunds. You have not yet signed these documents, please find the email from Vanessa Cobos, sign the documents so we can get this activated ASAP.

Thank you.



Be bold, venture wisely.™

Susan Wadi
VICE PRESIDENT
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK.
MEMBER FDIC.
T (408) 556-8391 | C (408) 477-9448 | BRIDGEBANK.COM
55 ALMADEN BLVD, STE 100 | SAN JOSE, CALIFORNIA
95113

From: Vanessa Cobos
Sent: Friday, October 12, 2018 9:28 AM
To: Susan Wadi <Susan.Wadi@bridgebank.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Hi Susan,

Gary hasn't responded and the service is not live.

Regards,



Be bold, venture wisely.™

Vanessa Cobos
Client Service Advisor Officer
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.
T (408) 556-6543 | F (408) 275-9813 | BRIDGEBANK.COM
55 Almaden Blvd, STE 100 | San Jose, CA 95113
Direct Email: Vanessa.Cobos@BridgeBank.com
Department Email: ClientServices.liaison@bridgebank.com

From: Susan Wadi
Sent: Friday, October 12, 2018 9:25 AM
To: Vanessa Cobos <vanessa.cobos@bridgebank.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Hi Vanessa,

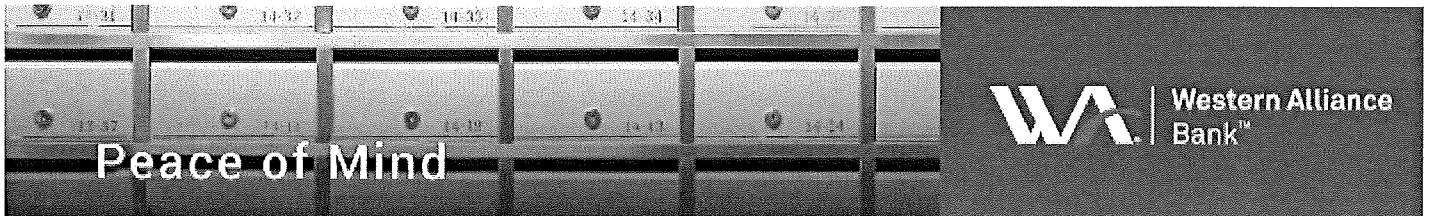
Any update on this? Did Gary sign and is the Consumer Credit PPD feature active?



Susan Wadi
VICE PRESIDENT
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.
T (408) 556-8391 | C (408) 477-9448 | BRIDGEBANK.COM
55 ALMADEN BLVD, STE 100 | SAN JOSE, CALIFORNIA 95113

Be bold, venture wisely.™

From: Vanessa Cobos
Sent: Wednesday, October 10, 2018 4:32 PM
To: 'gary.freedman@nelsonmullins.com' <gary.freedman@nelsonmullins.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Susan Wadi <Susan.Wadi@bridgebank.com>
Subject: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits



Good Afternoon Gary,
We have sent you the business online banking modification form via DocuSign. In order to establish ACH PPD Credits, please access DocuSign using the last four digits of your social security number as an access code to review and sign the forms electronically.

Once we receive the signed form, we will start the process of activation. Please note – DocuSign emails are not sent from me directly, but rather on my behalf from a @docusign.net email address. These emails are sometimes unintentionally flagged as 'Spam/Junk' by some email filters. In the event you cannot locate the DocuSign notification email in your inbox, there's a good chance that it is in your 'Spam/Junk' folder.

Please don't hesitate to contact me if you have any questions or need assistance with DocuSign.

Regards,



Be bold, venture wisely.™

Vanessa Cobos

Client Service Advisor Officer

BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.

T (408) 556-6543 | F (408) 275-9813 | BRIDGEBANK.COM

55 Almaden Blvd, STE 100 | San Jose, CA 95113

Direct Email: Vanessa.Cobos@BridgeBank.com

Department Email: ClientServices.liaison@bridgebank.com

Need to send me a file too big for email? You can upload it at westernalliancebankcorp.sharefile.com

CONFIDENTIALITY: This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service,

sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

EXHIBIT B
TO THE
DECLARATION OF GARY
FREEDMAN

Chris Cavallo

From: Susan Wadi <Susan.Wadi@bridgebank.com>
Sent: Tuesday, October 16, 2018 3:37 PM
To: Jeanne Canigiani
Cc: ClientServices Liaison; Robinson, Jim; Dan Newman; Jon Sale; Monique D. Jewett-Brewster; Gary Freedman; Vanessa Cobos
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits
Importance: High

Jeanne,

Can you log into online banking and check? I am being told that your ACH capabilities have been restored and the new Consumer Credit PPD Feature is also live now with a \$5,000 limit.

Please confirm.



Be bold, venture wisely.™

Susan Wadi
VICE PRESIDENT
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.
T (408) 556-8391 | C (408) 477-9448 | BRIDGEBANK.COM
55 ALMADEN BLVD, STE 100 | SAN JOSE, CALIFORNIA 95113

From: Jeanne Canigiani [mailto:jeanne@brightsmilefinancing.com]
Sent: Tuesday, October 16, 2018 12:06 PM
To: Gary Freedman <gary.freedman@nelsonmullins.com>; Susan Wadi <Susan.Wadi@bridgebank.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

I am concerned that it is 3pm EST and this issue is still not fixed. Can you please provide a timeframe as to when our limit will be adjusted back to \$33,333.33. If this isn't going to be fixed within the hour can you please process a limit increase to \$33,333.33 so that I am able to process our batch.

Regards,
Jeanne

From: Gary Freedman <gary.freedman@nelsonmullins.com>
Sent: Tuesday, October 16, 2018 12:16 PM
To: Susan Wadi <Susan.Wadi@bridgebank.com>; Jeanne Canigiani <jeanne@brightsmilefinancing.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster

<mjb@hopkinscarley.com>

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Thank you.



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Susan Wadi <Susan.Wadi@bridgebank.com>

Sent: Tuesday, October 16, 2018 12:14 PM

To: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; Gary Freedman <gary.freedman@nelsonmullins.com>;

Vanessa Cobos <vanessa.cobos@bridgebank.com>

Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan

Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster

<mjb@hopkinscarley.com>

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

I just got notified, something must have happened when our ACH group was activating the consumer PPD feature for you. I have requested information as to what had occurred for that to happen. I also requested they reinstate everything as of this morning. I will let you know when all features are live again.

I'm working on getting this resolved for you ASAP.

Thank you.



Be bold, venture wisely.™

Susan Wadi

VICE PRESIDENT

BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.

T (408) 556-8391 | C (408) 477-9448 | BRIDGEBANK.COM

55 ALMADEN BLVD, STE 100 | SAN JOSE, CALIFORNIA 95113

From: Jeanne Canigiani [<mailto:jeanne@brightsmilefinancing.com>]

Sent: Tuesday, October 16, 2018 8:37 AM

To: Gary Freedman <gary.freedman@nelsonmullins.com>; Susan Wadi <Susan.Wadi@bridgebank.com>; Vanessa Cobos

<vanessa.cobos@bridgebank.com>

Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan

Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster

<mjb@hopkinscarley.com>

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

The Consumer Credit CCD isn't available for me to use as of this morning and also I am unable to process any ACH (PPD transactions) as our limit is now \$1.00, not \$33,333.33.

Please advise.

Regards,
Jeanne

From: Gary Freedman <gary.freedman@nelsonmullins.com>

Sent: Monday, October 15, 2018 8:15 AM

To: Susan Wadi <Susan.Wadi@bridgebank.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>

Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Susan,

The title of Bright Smile's emails in respect to Bright Smile customer refunds was always "customer refunds." The fact that Bridge Bank did not receive a list of customers being refunded was because Bridge Bank never requested any such list. So the issue was always in the light.

Best,
Gary



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Susan Wadi <Susan.Wadi@bridgebank.com>

Sent: Sunday, October 14, 2018 4:18 PM

To: Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>

Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com; Monique D. Jewett-Brewster

<mjb@hopkinscarley.com>

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Thanks Gary. As stated in my email to Jeanne I do not receive a list of customers being refunded when Jeanne puts the refunds through, all I receive is a request to approve a limit increase and to provide approval for processing of a refund batch (no breakdown). All receiver's approvals of refunds were completed. Once the issue came to light I had to correct it to ensure smooth processing for Bright Smile from here on out. I think you would be in favor of that so no disruption occurs in the future. I appreciate everyone's patience.

Vanessa, please have the Consumer Credit PPD feature live and active for Bright Smile to utilize tomorrow Monday October 15th.

Thanks!

Vice President
Special Assets
Sent with BlackBerry Work
(www.blackberry.com)

From: Gary Freedman <gary.freedman@nelsonmullins.com>

Date: Sunday, Oct 14, 2018, 11:03 AM

To: Susan Wadi <Susan.Wadi@bridgebank.com>, Gary Freedman <gary.freedman@nelsonmullins.com>, Vanessa Cobos <vanessa.cobos@bridgebank.com>

Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>, ClientServices Liaison <clientservices.liaison@bridgebank.com>, Robinson, Jim <jrobinson@whitecase.com>, Dan Newman <dnewman@broadandcassel.com>, jon.sale@nelsonmullins.com <jon.sale@nelsonmullins.com>

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

I was just able to complete the document.



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Gary Freedman

Sent: Saturday, October 13, 2018 2:22 PM

To: Gary Freedman <gfreedman@broadandcassel.com>; Susan Wadi <Susan.Wadi@bridgebank.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Vanessa Cobos <vanessa.cobos@bridgebank.com>

Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison

<clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman

<dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

I have been trying for 15 minutes and the docusign will not open. Kindly resend.

Thank you.

Gary



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Gary Freedman <gfreedman@broadandcassel.com>

Sent: Saturday, October 13, 2018 2:06 PM

To: Susan Wadi <Susan.Wadi@bridgebank.com>; Gary Freedman <gary.freedman@nelsonmullins.com>

Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison

<clientservices.liaison@bridgebank.com>; Robinson, Jim <jrobinson@whitecase.com>; Dan Newman

<dnewman@broadandcassel.com>; jon.sale@nelsonmullins.com

Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Susan,

I will attempt to do it now—I have been out of the office for the past two days.

However, we do this with all rights reserved. The request is a bit odd given the bank's extended course of conduct in processing customer refunds.

Best,

Gary



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Susan Wadi <Susan.Wadi@bridgebank.com>
Sent: Friday, October 12, 2018 12:31 PM
To: Gary Freedman <gary.freedman@nelsonmullins.com>
Cc: Jeanne Canigiani <jeanne@brightsmilefinancing.com>; ClientServices Liaison <clientservices.liaison@bridgebank.com>
Subject: FW: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits
Importance: High

Hi Gary,

Our CSL Group sent out documents for you to sign 2 days ago to activate the consumer credits PPD feature so Bright Smile is able to send out customer refunds. You have not yet signed these documents, please find the email from Vanessa Cobos, sign the documents so we can get this activated ASAP.

Thank you.



Be bold, venture wisely.™

Susan Wadi
VICE PRESIDENT
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK.
MEMBER FDIC.
T (408) 556-8391 | C (408) 477-9448 | BRIDGEBANK.COM
55 ALMADEN BLVD, STE 100 | SAN JOSE, CALIFORNIA
95113

From: Vanessa Cobos
Sent: Friday, October 12, 2018 9:28 AM
To: Susan Wadi <Susan.Wadi@bridgebank.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Hi Susan,

Gary hasn't responded and the service is not live.

Regards,



Be bold, venture wisely.™

Vanessa Cobos
Client Service Advisor Officer
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.
T (408) 556-6543 | F (408) 275-9813 | BRIDGEBANK.COM
55 Almaden Blvd, STE 100 | San Jose, CA 95113
Direct Email: Vanessa.Cobos@BridgeBank.com
Department Email: ClientServices.liaison@bridgebank.com

From: Susan Wadi
Sent: Friday, October 12, 2018 9:25 AM
To: Vanessa Cobos <vanessa.cobos@bridgebank.com>
Subject: RE: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits

Hi Vanessa,

Any update on this? Did Gary sign and is the Consumer Credit PPD feature active?



Be bold, venture wisely.™

Susan Wadi
VICE PRESIDENT
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.
T (408) 556-8391 | C (408) 477-9448 | BRIDGEBANK.COM
55 ALMADEN BLVD, STE 100 | SAN JOSE, CALIFORNIA 95113

From: Vanessa Cobos
Sent: Wednesday, October 10, 2018 4:32 PM
To: 'gary.freedman@nelsonmullins.com' <gary.freedman@nelsonmullins.com>
Cc: ClientServices Liaison <clientservices.liaison@bridgebank.com>; Susan Wadi <Susan.Wadi@bridgebank.com>
Subject: Bright Smile Financing LLC // Courtesy Email - Signature Request via DocuSign for ACH PPD Credits



Good Afternoon Gary,
We have sent you the business online banking modification form via DocuSign. In order to establish ACH PPD Credits, please access DocuSign using the last four digits of your social security number as an access code to review and sign the forms electronically.

Once we receive the signed form, we will start the process of activation. Please note – DocuSign emails are not sent from me directly, but rather on my behalf from a @docusign.net email address. These emails are sometimes unintentionally flagged as 'Spam/Junk' by some email filters. In the event you cannot locate the DocuSign notification email in your inbox, there's a good chance that it is in your 'Spam/Junk' folder.

Please don't hesitate to contact me if you have any questions or need assistance with DocuSign.

Regards,



Be bold, venture wisely.™

Vanessa Cobos
Client Service Advisor Officer
BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.
T (408) 556-6543 | F (408) 275-9813 | BRIDGEBANK.COM
55 Almaden Blvd, STE 100 | San Jose, CA 95113
Direct Email: Vanessa.Cobos@BridgeBank.com
Department Email: ClientServices.liaison@bridgebank.com

Need to send me a file too big for email? You can upload it at westernalliancebancorp.sharefile.com

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

EXHIBIT C
TO THE
DECLARATION OF GARY
FREEDMAN

Chris Cavallo

From: Gary Freedman <gfreedman@broadandcassel.com>
Sent: Friday, January 25, 2019 1:33 PM
To: Monique D. Jewett-Brewster; Gary Freedman
Cc: Jay Ross; Jim Robinson; Cole, Mahalia
Subject: RE: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order

Monique and Jay,

Thank you both for chatting with Chris and me in respect to settling BridgeBank's pending motion.

The principle terms of the proposed agreed order we discussed are as follows:

1. Bright Smile terminates the BridgeBank ACH processing no later than 30 days from entry of court order.
2. Maintain \$3 million in money market account for 90 days from termination of ACH relationship subject to court's freeze order, with no withdrawals or disbursements without further court order.
3. Bridge Bank continues setting off chargebacks against funds in operating account as it has been doing throughout the relationship. Depending on the timing of the closing on the PSA (as if we close 30 days after the ACH processing is terminated at BridgeBank, the exposure will be significantly limited) we will require that the buyer under PSA leave sufficient funds in operating account to cover chargebacks, which are the buyer's responsibility under the PSA.
4. BridgeBank reserves its claim to attorney's fees against the cash collateral.

Please let us know if you have any questions



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>

Sent: Thursday, January 24, 2019 9:37 PM

To: Gary Freedman <gary.freedman@nelsonmullins.com>

Cc: Jay Ross <JRoss@hopkinscarley.com>; Jim Robinson <jrobinson@whitecase.com>; Cole, Mahalia <mahalia.cole@whitecase.com>

Subject: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order

Gary,

We understand that today you discussed with Jim a proposal to resolve WAB's motion for comfort order, and in connection therewith, request a one-week extension of time to respond to WAB's motion. We'd like to have a call with you tomorrow morning to get more detail about this proposal. We are free for a call at 10:00 a.m. PT / 1:00 p.m. ET tomorrow. Please advise if that timing works for you.

Thank you.

Monique

Monique D. Jewett-Brewster

Associate



Hopkins & Carley | A Law Corporation

San Jose | Palo Alto

70 South First Street | San Jose, CA 95113

Direct: 408.299.1428 | Main: 408.286.9800

mjb@hopkinscarley.com

hopkinscarley.com | [LinkedIn](#) | [Twitter](#)

From: Gary Freedman <gary.freedman@nelsonmullins.com>

Sent: Thursday, January 24, 2019 1:08 PM

To: Robinson, Jim <jrobinson@whitecase.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>

Cc: Dan Newman <dan.newman@nelsonmullins.com>; chris.cavallo@nelsonmullins.com; Jay Ross <JRoss@hopkinscarley.com>

Subject: RE: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

Jim,

Just called your office. Please call me when you have a moment to discuss potential agreed order. I need to leave in a bit, so feel free to call on cell, 786-859-5950.

Thanks,



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Tuesday, January 22, 2019 12:00 PM
To: Gary Freedman <gary.freedman@nelsonmullins.com>; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Cc: Dan Newman <dan.newman@nelsonmullins.com>; chris.cavallo@nelsonmullins.com; Jay Ross <JRoss@hopkinscarley.com>
Subject: RE: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

Gary:

Attached is the notice confirming that delivery was completed this morning. Because we were concerned that delivery on Monday might not happen, we waited to file the notice until today (when we were confident delivery would occur). Our understanding of the prior ruling is that the Receiver's deadline to respond to the Motion for Comfort Order was not triggered until the date on which the Bank filed the report, i.e., today.

We hope this clarifies things. We don't think a counter-notice is necessary. But if you think clarification is necessary with the Court, we can file an updated notice (or supplement). Happy to work through this with you. Just let me know.

Thanks.

Jim

James N. Robinson | Partner
T +1 305 995 5206 M +1 786 223 5507 E jrobinson@whitecase.com
White & Case LLP | Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900 | Miami, FL 33131-2352

From: Gary Freedman <gary.freedman@nelsonmullins.com>
Sent: Tuesday, January 22, 2019 8:06 AM
To: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Cc: Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dan.newman@nelsonmullins.com>; chris.cavallo@nelsonmullins.com
Subject: FW: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

Monique,

Did you check to see if the flash drive was delivered yesterday before filing your notice on compliance this morning? Our offices were closed in observance of Martin Luther King Day, as were the Federal Courts. I really do not want to have to file a counter-Notice.



GARY M. FREEDMAN PARTNER
gary.freedman@nelsonmullins.com
2 SOUTH BISCAYNE BLVD
21ST FLOOR
MIAMI, FLORIDA 33131
T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

In Florida, known as Nelson Mullins Broad and Cassel

From: cmecfautosender@flsd.uscourts.gov <cmecfautosender@flsd.uscourts.gov>

Sent: Tuesday, January 22, 2019 7:59 AM

To: flsd_cmecf_notice@flsd.uscourts.gov

Subject: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered by Robinson, James on 1/22/2019 at 7:59 AM EST and filed on 1/22/2019

Case Name: Securities & Exchange Commission v. 1 Global Capital LLC et al

Case Number: 0:18-cv-61991-BB

Filer: Western Alliance Bank

Document Number: 133

Docket Text:

NOTICE of Compliance *Completion of Document Production Pursuant to Receiver's Subpoena* by Western Alliance Bank re [130] Status Report filed by Jon A. Sale, [129] Status Report Order (Robinson, James)

0:18-cv-61991-BB Notice has been electronically mailed to:

Christopher Cole Cavallo chris.cavallo@nelsonmullins.com, tanzalone@broadandcassel.com

Christopher E. Martin martinc@sec.gov, almontei@sec.gov, landaul@sec.gov

Daniel Lawrence Rashbaum drashbaum@mnrlawfirm.com, mordenes@mnrlawfirm.com

Daniel Stuart Newman dan.newman@nelsonmullins.com, brenda.fradera@nelsonmullins.com

Gary Michael Freedman gary.freedman@nelsonmullins.com, daura.ospina@nelsonmullins.com

James Nial Robinson , II jrobinson@whitecase.com, sgoodrich@whitecase.com

Jared Edward Dwyer dwyerje@gtlaw.com, keenanp@gtlaw.com, MIALitDock@GTLAW.com

Jay Michael Ross jross@hopkinscarley.com

Jeffrey Adam Neiman jneiman@mnrlawfirm.com

Jeffrey David Marcus jmarcus@mnrlawfirm.com, mordenes@mnrlawfirm.com

Joel Lloyd Tabas jtabas@tabassoloff.com, jcepero@tabassoloff.com

Jonathan Etra jetra@broadandcassel.com, ybordes@broadandcassel.com

Mahalia Annah-Marie Cole mahalia.cole@whitecase.com

Michael Anthony Pineiro mpineiro@mnrlawfirm.com, mordenes@mnrlawfirm.com

Monique D. Jewett-Brewster mjb@hopkinscarley.com

Paul J. Keenan , Jr keenanp@gtlaw.com

Robert Kent Levenson levensonr@sec.gov, almontei@sec.gov, gonzalezlm@sec.gov, jacqmeinv@sec.gov

Stephanie Peral perals@gtlaw.com, cruzsm@gtlaw.com, flservice@gtlaw.com

Susan Heath Sharp ssharp.ecf@srbp.com

0:18-cv-61991-BB Notice has not been delivered electronically to those listed below and will be provided by other means. For further assistance, please contact our Help Desk at 1-888-318-2260.:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1105629215 [Date=1/22/2019] [FileNumber=18412368-0] [2821c65e418fb74414ecfca3601b8c75acdda9101c61ecc26ac872e536e01e40852db7243a0f78b609945bfdfae920949b11d1fe805b17824f63c89ece6c9ca0]]

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this

message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

=====
This email communication is confidential and is intended only for the individual(s) or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this email in error by replying to the email or by telephoning +1 212 819 8200. Please then delete the email and any copies of it. Thank you.

Our external privacy policy is available [here](#)

=====
We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

Any tax advice contained in this correspondence (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under federal, state or local tax law or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This email and any attachments thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this email (or any attachments thereto) by others is strictly prohibited.

If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto. For more information about Hopkins & Carley, visit us at <http://www.hopkinscarley.com/>.

EXHIBIT D
TO THE
DECLARATION OF GARY
FREEDMAN

Chris Cavallo

From: Jay Ross <JRoss@hopkinscarley.com>
Sent: Friday, January 25, 2019 7:29 PM
To: Gary Freedman
Cc: Jim Robinson; Cole, Mahalia; Monique D. Jewett-Brewster
Subject: RE: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order

For Settlement Purposes Only

Gary,
Thanks, again, for your and Chris' time this morning and helping us understand your proposal for an agreed order on our Motion for Comfort Order and better understand elements of the structure for the sale of Bright Smile assets. The Bank would like to try to work out an agreed order on our Motion and appreciates the proposal you made. Along those lines, it is willing to extend the Receiver's time to respond to our Motion by an additional week (or longer, if you wish) on the condition that there is a stipulation to the Bank's full recovery of its legal expenses in this matter (paid with funds held in the cash collateral account). The stipulation would provide for immediate reimbursement of the Bank's legal fees incurred through 11/30/18, and reimbursement of the remainder at the end of the 90-day period following ACH termination. In any event, to continue to the discussion about trying to reach agreement on an order, we will provide the Bank's response to your four points on Monday.

We look forward to hearing back from you.

Sincerely,

Jay

Jay Ross
Shareholder

hopkins carley

Hopkins & Carley | A Law Corporation

San Jose | Palo Alto

70 South First Street | San Jose, CA 95113

Main: 408.286.9800 | Fax: 408.998.4790

JRoss@hopkinscarley.com

hopkinscarley.com

From: Gary Freedman <gary.freedman@nelsonmullins.com>
Sent: Friday, January 25, 2019 10:33 AM
To: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>; Gary Freedman <gary.freedman@nelsonmullins.com>
Cc: Jay Ross <JRoss@hopkinscarley.com>; Jim Robinson <jrobinson@whitecase.com>; Cole, Mahalia <mahalia.cole@whitecase.com>
Subject: RE: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order

Monique and Jay,

Thank you both for chatting with Chris and me in respect to settling BridgeBank's pending motion. The principle terms of the proposed agreed order we discussed are as follows:

1. Bright Smile terminates the BridgeBank ACH processing no later than 30 days from entry of court order.
2. Maintain \$3 million in money market account for 90 days from termination of ACH relationship subject to court's freeze order, with no withdrawals or disbursements without further court order.

3. Bridge Bank continues setting off chargebacks against funds in operating account as it has been doing throughout the relationship. Depending on the timing of the closing on the PSA (as if we close 30 days after the ACH processing is terminated at BridgeBank, the exposure will be significantly limited) we will require that the buyer under PSA leave sufficient funds in operating account to cover chargebacks, which are the buyer's responsibility under the PSA.
4. BridgeBank reserves its claim to attorney's fees against the cash collateral.

Please let us know if you have any questions



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

Any tax advice contained in this correspondence (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under federal, state or local tax law or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This email and any attachments thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this email (or any attachments thereto) by others is strictly prohibited.

If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto. For more information about Hopkins & Carley, visit us at <http://www.hopkinscarley.com/>.

EXHIBIT E
TO THE
DECLARATION OF GARY
FREEDMAN

Chris Cavallo

From: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Sent: Monday, January 28, 2019 3:54 PM
To: Gary Freedman
Cc: Jay Ross; Jim Robinson; Cole, Mahalia; Chris Cavallo
Subject: RE: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order [for settlement purposes only]

FOR SETTLEMENT PURPOSES ONLY

Gary,

We write in a good faith effort to continue the dialog you started to settle on an Agreed Order which resolves WAB's Motion for Comfort Order. Our client has the following responses to the principle points in Receiver's proposal as outlined in your email below.

1. Bright Smile terminates the BridgeBank ACH processing no later than February 28, 2019 (the order would provide clarity that the agreements between BB and BS are terminated such that, among other things, BB will cease processing BS' ACH transactions effective February 28, 2019 unless Bright Smile or its successor achieves transfer of its ACH processing relationship prior to that date in which case BB would stop its performance under the contracts as of the date of that transfer).
2. Maintain \$3 million cash collateral in money market account for 90 days from termination of ACH relationship subject to court's freeze order.
3. Bridge Bank continues setting off chargebacks against funds in operating account as it has been doing throughout the relationship and would continue to do so through the 90-day period following termination of the ACH relationship with Bright Smile. Depending on the timing of the closing on the PSA (as if we close 30 days after the ACH processing is terminated at Bridge Bank, the exposure will be significantly limited) we will require that the buyer under PSA leave at least \$250,000 in its operating account to cover chargebacks, which are the buyer's responsibility under the PSA. The agreed order will provide Bridge Bank with relief from the "freeze order" such that the cash collateral could be used to cover any shortfall.
4. Bridge Bank is to be reimbursed its legal expenses (i.e., fees and costs) incurred in connection with the Receivership from the cash collateral. Accordingly, Bridge Bank's Receivership-related legal expenses through 11/30/18 shall be reimbursed immediately under the terms of the Agreed Order; the Agreed Order also will provide that such expenses incurred thereafter shall be reimbursed from the cash collateral at the end of the 90-day period following the termination of the ACH relationship as described in #1, above.

Please advise, and thank you.

Sincerely,
Monique

Monique D. Jewett-Brewster

Associate



Hopkins & Carley | A Law Corporation

San Jose | Palo Alto

70 South First Street | San Jose, CA 95113

Direct: 408.299.1428 | Main: 408.286.9800

mjb@hopkinscarley.com

hopkinscarley.com | [LinkedIn](#) | [Twitter](#)

From: Gary Freedman <gary.freedman@nelsonmullins.com>

Sent: Friday, January 25, 2019 10:33 AM

To: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>; Gary Freedman <gary.freedman@nelsonmullins.com>

Cc: Jay Ross <JRoss@hopkinscarley.com>; Jim Robinson <jrobinson@whitecase.com>; Cole, Mahalia <mahalia.cole@whitecase.com>

Subject: RE: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order

Monique and Jay,

Thank you both for chatting with Chris and me in respect to settling BridgeBank's pending motion.

The principle terms of the proposed agreed order we discussed are as follows:

1. Bright Smile terminates the BridgeBank ACH processing no later than 30 days from entry of court order.
2. Maintain \$3 million in money market account for 90 days from termination of ACH relationship subject to court's freeze order, with no withdrawals or disbursements without further court order.
3. Bridge Bank continues setting off chargebacks against funds in operating account as it has been doing throughout the relationship. Depending on the timing of the closing on the PSA (as if we close 30 days after the ACH processing is terminated at BridgeBank, the exposure will be significantly limited) we will require that the buyer under PSA leave sufficient funds in operating account to cover chargebacks, which are the buyer's responsibility under the PSA.
4. BridgeBank reserves its claim to attorney's fees against the cash collateral.

Please let us know if you have any questions



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Casse*

From: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>

Sent: Thursday, January 24, 2019 9:37 PM

To: Gary Freedman <gary.freedman@nelsonmullins.com>

Cc: Jay Ross <JRoss@hopkinscarley.com>; Jim Robinson <jrobinson@whitecase.com>; Cole, Mahalia <mahalia.cole@whitecase.com>

Subject: 18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al - proposal for resolution of WAB's motion for comfort order

Gary,

We understand that today you discussed with Jim a proposal to resolve WAB's motion for comfort order, and in connection therewith, request a one-week extension of time to respond to WAB's motion. We'd like to have a call with you tomorrow morning to get more detail about this proposal. We are free for a call at 10:00 a.m. PT / 1:00 p.m. ET tomorrow. Please advise if that timing works for you.

Thank you.

Monique

Monique D. Jewett-Brewster

Associate



Hopkins & Carley | A Law Corporation

San Jose | Palo Alto

70 South First Street | San Jose, CA 95113

Direct: 408.299.1428 | Main: 408.286.9800

mjb@hopkinscarley.com

hopkinscarley.com | [LinkedIn](#) | [Twitter](#)

From: Gary Freedman <gary.freedman@nelsonmullins.com>

Sent: Thursday, January 24, 2019 1:08 PM

To: Robinson, Jim <jrobinson@whitecase.com>; Gary Freedman <gary.freedman@nelsonmullins.com>; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>

Cc: Dan Newman <dan.newman@nelsonmullins.com>; chris.cavallo@nelsonmullins.com; Jay Ross <JRoss@hopkinscarley.com>

Subject: RE: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

Jim,

Just called your office. Please call me when you have a moment to discuss potential agreed order. I need to leave in a bit, so feel free to call on cell, 786-859-5950.

Thanks,



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD

21ST FLOOR

MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Robinson, Jim <jrobinson@whitecase.com>
Sent: Tuesday, January 22, 2019 12:00 PM
To: Gary Freedman <gary.freedman@nelsonmullins.com>; Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Cc: Dan Newman <dan.newman@nelsonmullins.com>; chris.cavallo@nelsonmullins.com; Jay Ross <JRoss@hopkinscarley.com>
Subject: RE: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

Gary:

Attached is the notice confirming that delivery was completed this morning. Because we were concerned that delivery on Monday might not happen, we waited to file the notice until today (when we were confident delivery would occur). Our understanding of the prior ruling is that the Receiver's deadline to respond to the Motion for Comfort Order was not triggered until the date on which the Bank filed the report, i.e., today.

We hope this clarifies things. We don't think a counter-notice is necessary. But if you think clarification is necessary with the Court, we can file an updated notice (or supplement). Happy to work through this with you. Just let me know.

Thanks.

Jim

James N. Robinson | Partner
T +1 305 995 5206 M +1 786 223 5507 E jrobinson@whitecase.com
White & Case LLP | Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900 | Miami, FL 33131-2352

From: Gary Freedman <gary.freedman@nelsonmullins.com>
Sent: Tuesday, January 22, 2019 8:06 AM
To: Monique D. Jewett-Brewster <mjb@hopkinscarley.com>
Cc: Robinson, Jim <jrobinson@whitecase.com>; Dan Newman <dan.newman@nelsonmullins.com>; chris.cavallo@nelsonmullins.com
Subject: FW: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

Monique,

Did you check to see if the flash drive was delivered yesterday before filing your notice on compliance this morning? Our offices were closed in observance of Martin Luther King Day, as were the Federal Courts. I really do not want to have to file a counter-Notice.



GARY M. FREEDMAN PARTNER
gary.freedman@nelsonmullins.com
2 SOUTH BISCAYNE BLVD
21ST FLOOR
MIAMI, FLORIDA 33131
T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

'In Florida, known as Nelson Mullins Broad and Cassel

From: cmecfautosender@flsd.uscourts.gov <cmecfautosender@flsd.uscourts.gov>

Sent: Tuesday, January 22, 2019 7:59 AM

To: flsd_cmecf_notice@flsd.uscourts.gov

Subject: Activity in Case 0:18-cv-61991-BB Securities & Exchange Commission v. 1 Global Capital LLC et al Notice of Compliance

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered by Robinson, James on 1/22/2019 at 7:59 AM EST and filed on 1/22/2019

Case Name: Securities & Exchange Commission v. 1 Global Capital LLC et al

Case Number: 0:18-cv-61991-BB

Filer: Western Alliance Bank

Document Number: 133

Docket Text:

NOTICE of Compliance *Completion of Document Production Pursuant to Receiver's Subpoena* by Western Alliance Bank re [130] Status Report filed by Jon A. Sale, [129] Status Report Order (Robinson, James)

0:18-cv-61991-BB Notice has been electronically mailed to:

Christopher Cole Cavallo chris.cavallo@nelsonmullins.com, tanzalone@broadandcassel.com

Christopher E. Martin martinc@sec.gov, almontei@sec.gov, landaul@sec.gov

Daniel Lawrence Rashbaum drashbaum@mnrlawfirm.com, mordenes@mnrlawfirm.com

Daniel Stuart Newman dan.newman@nelsonmullins.com, brenda.fradera@nelsonmullins.com

Gary Michael Freedman gary.freedman@nelsonmullins.com, daura.ospina@nelsonmullins.com

James Nial Robinson , II jrobinson@whitecase.com, sgoodrich@whitecase.com

Jared Edward Dwyer dwyerje@gtlaw.com, keenanp@gtlaw.com, MIALitDock@GTLAW.com

Jay Michael Ross jross@hopkinscarley.com

Jeffrey Adam Neiman jneiman@mnrlawfirm.com

Jeffrey David Marcus jmarcus@mnrlawfirm.com, mordenes@mnrlawfirm.com

Joel Lloyd Tabas jtabas@tabassoloff.com, jcepero@tabassoloff.com

Jonathan Etra jetra@broadandcassel.com, ybordes@broadandcassel.com

Mahalia Annah-Marie Cole mahalia.cole@whitecase.com

Michael Anthony Pineiro mpineiro@mnrlawfirm.com, mordenes@mnrlawfirm.com

Monique D. Jewett-Brewster mjb@hopkinscarley.com

Paul J. Keenan , Jr keenanp@gtlaw.com

Robert Kent Levenson levensonr@sec.gov, almontei@sec.gov, gonzalezlm@sec.gov, jacqmeinv@sec.gov

Stephanie Peral perals@gtlaw.com, cruzsm@gtlaw.com, flservice@gtlaw.com

Susan Heath Sharp ssharp.ecf@srbp.com

0:18-cv-61991-BB Notice has not been delivered electronically to those listed below and will be provided by other means. For further assistance, please contact our Help Desk at 1-888-318-2260.:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1105629215 [Date=1/22/2019] [FileNumber=18412368-0] [2821c65e418fb74414ecfca3601b8c75acdda9101c61ecc26ac872e536e01e40852db7243a0f78b609945bfdfae920949b11d1fe805b17824f63c89ece6c9ca0]]

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this

message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

=====
This email communication is confidential and is intended only for the individual(s) or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this email in error by replying to the email or by telephoning +1 212 819 8200. Please then delete the email and any copies of it. Thank you.

Our external privacy policy is available [here](#)

=====
We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

—
Any tax advice contained in this correspondence (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under federal, state or local tax law or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This email and any attachments thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this email (or any attachments thereto) by others is strictly prohibited.

If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto. For more information about Hopkins & Carley, visit us at <http://www.hopkinscarley.com/>.

We are pleased to announce that effective August 1, 2018, Broad and Cassel LLP has combined with the law firm of Nelson Mullins Riley & Scarborough LLP. In Florida, the firm will be known as Nelson Mullins Broad and Cassel and will bring together 750 lawyers and policy advisors from Nelson Mullins and Broad and Cassel to create a top Am Law firm. We are excited to be able to offer our clients the same quality lawyers and service, sophisticated work product, and quality advice they have come to expect from Broad and Cassel, but with a broader set of services and with expanded reach into other markets. For more information, please visit our website at www.nelsonmullins.com. Thank you for allowing us to continue to serve your legal needs moving forward.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-61991-BB

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

1 GLOBAL CAPITAL LLC, and
CARL RUDERMAN,

Defendants, and

1 WEST CAPITAL LLC,
BRIGHT SMILE FINANCING, LLC,
BRR BLOCK INC.,
DIGI SOUTH LLC,
GANADOR ENTERPRISES, LLC,
MEDIA PAY LLC
PAY NOW DIRECT LLC, and
RUDERMAN FAMILY TRUST,

Relief Defendants.

_____/

DECLARATION OF SONEET R. KAPILA

Pursuant to 28 U.S.C § 1746, I, SONEET R. KAPILA, declare and state that the following facts are known to me personally, and that I am competent to testify about them:

1. I am over eighteen years of age and have personal knowledge of the matters set forth herein.

RETENTION

2. I am the founding partner of KapilaMukamal, LLP ("KM"), a forensic consulting and insolvency advisory firm that was retained by the Jon A. Sale, solely in his capacity as the Court-appointed Receiver for several entities, including Bright Smile

Financing, LLC ("Bright Smile"), to provide financial advisory services, including conducting a forensic accounting investigation of Bright Smile.

3. In conducting my investigation and analysis, I was assisted by other KM professionals with extensive experience in insolvency and forensic investigations working under my direct supervision. Any references to "I", "my", "KM" or "Kapila" within the Declaration would incorporate my efforts with the assistance of my co-professionals working under my direct supervision.

QUALIFICATIONS

4. I am a Certified Public Accountant (CPA), a Certified Fraud Examiner (CFE), Certified in Financial Forensics (CFF) conferred by the AICPA, and a Certified Insolvency and Restructuring Advisor (CIRA). The CIRA designation is conferred by the Association of Insolvency and Restructuring Advisors (AIRA), after a three part examination and a required 4,000 hours of prior qualified insolvency experience.

5. I am a Fellow of the American College of Bankruptcy. This recognition is based on recommendations by peers in the insolvency industry at a national level, invitation by the American College of Bankruptcy and induction into this College.

6. KM is a niche practice focusing on forensic investigative work, creditors' rights, bankruptcy, insolvency and fiduciary services. Several of the core professionals of KM have similar certifications as identified in ¶ 4 above.

7. I have served as a Federal Bankruptcy Trustee, Bankruptcy Examiner, Chief Restructuring Officer, SEC Corporate Monitor and Federal and State Court Receiver in numerous matters in the Southern and Middle Districts of Florida and the District of New Jersey.

8. I have served as a Federal Bankruptcy Trustee on the panel of U.S. Bankruptcy Trustees in the Southern District of Florida from approximately 1992 to present. I have been appointed as a Chapter 11 Trustee, Chapter 7 Trustee, post confirmation Liquidating Trustee or other post confirmation fiduciary roles. In these roles I have investigated frauds, Ponzi schemes, distressed businesses and their failures, financial affairs of bankruptcy debtors, evaluated asset recoveries and claims against third parties.

9. I have been qualified as an expert dozens of times in federal and state courts regarding Ponzi schemes, insolvency, fraudulent transfers, funds and asset tracing, lost profits, damages and other subject matters as well as a non-testifying expert in many other cases. A true and correct copy of my Resume and Case Experience is attached hereto as **Exhibit A**. Also attached as **Exhibit B** is the Resume of Kevin McCoy, a partner in KM with a similar concentration, who functioned as the lead partner assisting me with this investigation and analysis. **Exhibit C** is a selective summary of the credentials of KM relating to fraud investigation experience.

ANALYSIS AND SUMMARY OF FINDINGS

10. This Declaration, and KM's analysis (described below) are based upon my review, investigation, and analysis of Bright Smile's bank records for the period from August 23, 2018 to April 30, 2019 ("Relevant Time Period") of the following:

- Bright Smile's BridgeBank operating account ending 1343 ("Operating Account"), detailed on the attached **Exhibit D** ("ACH Debit Analysis"); and

- Bright Smile's BridgeBank cash collateral account ("Cash Collateral Account"), detailed on the attached Exhibit E ("Cash Collateral Account Analysis").

11. The Receiver requested that I determine, for the Relevant Time Period, (a) the total amount of chargeback debits from Bright Smile's Operating Account, and (b) whether any such chargebacks were offset against Bright Smile's Collateral Account.

12. As reflected in **Exhibit D** - ACH Debit Analysis, the total amount of chargebacks for the Relevant Time Period was \$683,007.72. In addition, the total amount of chargebacks for the 90-day period beginning on February 22, 2019 and ending on April 30, 2019 was \$7,219.12.

13. As reflected in **Exhibit E** – Cash Collateral Account Analysis, there were no chargebacks or other debits that were offset against the cash collateral during the Relevant Time Period.

14. Based on my investigation and analysis, as reflected in **Exhibit D** - ACH Debit Analysis and **Exhibit E** – Cash Collateral Account Analysis for the Relevant Time Period, all ACH chargebacks were offset against available funds in Bright Smile's Operating Account and Bridge Bank was never required to offset against Bright Smile's Cash Collateral Account.

15. Based upon my analysis, Bright Smile's Cash Collateral Account at Bridge Bank was never at risk as a result of chargebacks resulting from Bridge Bank processing ACH payments from Bright Smile's loan portfolio given the amount of funds and available balance always maintained in the Bright Smile Operating Account during the relationship.

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

Dated: May 10, 2019.

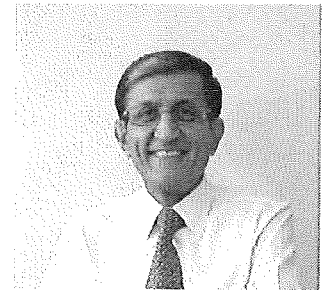
A handwritten signature in black ink, appearing to read "Soneet Kapila", written in a cursive style.

Soneet R. Kapila, CPA, CIRA, CFF, CFE

EXHIBIT A
TO THE
DECLARATION OF SONEET KAPILA

Soneet R. Kapila, CPA, CIRA, CFE, CFF

kapila@kapilamukamal.com



Soneet R. Kapila, of East Indian origin, born in Kenya, Africa, is the founder of Soneet R. Kapila, P.A., d/b/a Kapila & Company and founding partner of *KapilaMukamal, LLP*. For over 25 years, he has concentrated his efforts in the areas of consulting in insolvency, fiduciary and creditors’ right matters. Recognized for his acumen as a “business man”, he has been appointed in Federal District Court, Bankruptcy Court and Florida State Court and served in the roles of Chief Restructuring Officer, S.E.C. Corporate Monitor, Examiner, Chapter 11 Trustee of Operating Businesses, Liquidating Trustee and Receiver.

Professional Experience

Mr. Kapila’s practice is focused on restructuring, creditors’ rights, bankruptcy, fiduciary matters and financial transactions litigation. He represents other bankruptcy trustees, debtors and both secured and unsecured creditors in and out of bankruptcy court. He also regularly advises clients about insolvency and implications involved in business transactions and the operation of distressed businesses. As a Trustee plaintiff, Mr. Kapila has managed complex litigation in significant cases.

As a fiduciary, he has advised and represented debtors and creditors’ committees in formulating, analyzing and negotiating plans of reorganization. Recognized as a expert in fraudulent conveyance, Ponzi schemes and insolvency issues, Mr. Kapila has provided expert testimony and extensive litigation support services to law firms involving complex insolvency issues and commercial damages. He is a sitting trustee on the panel of U.S. Bankruptcy Trustees (Southern District of Florida) and has served in numerous matters in both the Southern and Middle Districts of Florida.

He has conducted numerous forensic and fraud investigations and has worked in conjunction with the Securities and Exchange Commission (SEC), Federal Bureau of Investigation (FBI) and the United States Attorney’s Office.

EDUCATION / QUALIFICATIONS

Certified Public Accountant (CPA) - Florida
Certified Insolvency and Restructuring Advisor (CIRA)
Certified Fraud Examiner (CFE)
Certified in Financial Forensics (CFF)
Certified in Bankruptcy Mediation—Training
—St. John’s University (2014)
MBA, Cranfield School of Management Studies, England
Institute of Chartered Accountants in England and Wales

PROFESSIONAL AFFILIATIONS

American College of Bankruptcy
American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Association of Insolvency & Restructuring Advisors
Association of Certified Fraud Examiners
American Bankruptcy Institute
National Association of Bankruptcy Trustees
National Association of Federal Equity Receivers

ROLES

Bankruptcy Trustee—Chapter 7, 11
Liquidating Trustee / Plan Administrator
Chief Restructuring Officer
Corporate Monitor / Examiner
Receiver / Assignee

ACCOMPLISHMENTS

- * Fellow, American College of Bankruptcy – 2013
- * Top CPAs and Litigation Support Professionals, South Florida Legal Guide—multiple years
- * Power Leaders in Law and Accounting – South Florida Business Journal – 2015, 2014
- * Best Trustee – Daily Business Review’s Best of 2012
- * Key Partners Award Honoree – South Florida Business Journal – 2010
- * Bronze Medal Award – 3rd highest score, Examination of the Association of Insolvency and Restructuring Advisors – 1996

AREAS OF EXPERTISE

Bankruptcy and Insolvency
Creditors Rights
Restructuring
Financial Transactions Litigation
Complex Commercial Litigation

Kapila/Mukamal

CPAs, Forensic and Insolvency Advisors

Soneet R. Kapila, CPA, CIRA, CFE, CFF

kapila@kapilamukamal.com



SPEAKING ENGAGEMENTS

American Bankruptcy Institute
New York Law School
St. Thomas University Law School
National Conference of Bankruptcy Judges
National Association of Bankruptcy Trustees
Association of Insolvency & Restructuring Advisors
Bankruptcy Bar Association for the Southern District of Florida
Central Florida Bankruptcy law Association
Florida Bankruptcy Bar
Florida Institute of Certified Public Accountants
National Business Institute
Turnaround Management Association
University of Miami, School of Law
Florida International University, School of Law
Stetson College of Law, Insolvency Symposium – Germany
American Bar Association

CIVIC, VOLUNTEER AND PHILANTHROPIC

- Past and Present

The Kapila Family Foundation - Director

American Bankruptcy Institute -

Member of the Executive Committee—2019

Member of Board of Directors - 2016

Southeast Regional Conference:

Chairperson of Advisory Board, 2016

Advisory Board, - 2012-2017 and Co-Chair 2015

Caribbean Insolvency Symposium -

Advisory Board—2010-2014 and Co-Chair 2015

Association of Insolvency and Restructuring Advisors -

Board of Directors

Past Chairman and Past President

The Florida Bar, Member, Grievances Committee

Hialeah-Miami Springs, NW Dade Chamber of Commerce -

Board of Directors (Past)

The American Group of CPA Firms - Chairman

– Litigation Support Services Committee of the

National Training and Experience Sharing Program

Florida Institute of Certified Public Accountants -

KapilaMukamal, LLP

1000 S. Federal Highway, Suite 200

Fort Lauderdale, FL 33316

954-761-1011

www.kapilamukamal.com

REPRESENTATIVE CLIENTS

City of Detroit, Michigan *Financial Advisors to Fee Examiner*
SMF Energy Corporation *CRO, Liquidating Trustee*
Fontainebleau Las Vegas, LLC *Chapter 7 Trustee*
**Universal Health Care Group, LLC/
American Managed Care, Inc.** *Chapter 11 / Liquidating Trustee*
Simply Fashion Stores, LLC *Chief Restructuring Officer*
Spear & Jackson, Inc *Corporate Monitor – SEC Appointment*
Pan American Hospital *Examiner / Plan Administrator*
Louis J. Pearlman / TransContinental Airlines, et al –
Chapter 11 Trustee / Liquidating Trustee
Levitt & Sons *Chief Administrator*
Planet Hollywood International, Inc *Examiner*
Banco Latino International *Financial Consultants to
Official Committee of Unsecured Creditors*
Southeast Bank Corp *Financial Advisors to Chapter 7 Trustee*
Innovida Holdings, LLC /Claudio Osorio *Chapter 7 Trustee*
Prime Capital Corporation *Chapter 7 Trustee*
GunnAllen Financial, Inc. *Ch 11 Examiner/Liquidating Trustee*
SEC v. Christopher Freeman Brogdon *Corporate Monitor
- SEC Appointment*

PUBLICATIONS

“Eye of the Evaluator—The Role of Contingent Liabilities in an Insolvency Analysis” - American Bankruptcy Institute Journal— (April, 2018)

“Best Practices in the Treasury Functions of a Chapter 7 Trustee’s Office” – American Bankruptcy Trustee Journal (NABT) (Fall, 2015)

“Fraud and Forensics: Piercing Through The Deception In A Commercial Fraud Case” – American Bankruptcy Institute – 2015

“Ponzi Schemes: Fiduciaries May Be The Saving Grace”, ABI Journal (2014)

“A Health Care Fraud and Bankruptcy Primer”, Southern District of Florida Bankruptcy Bar Association Journal (2014)

“Hidden Resources in a Small Business”

Kapila/Mukamal

CPAs, Forensic and Insolvency Advisors

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
19th Hole Discount Golf, Inc.	1997	Expert - Business valuation	T	Retail
ABC Cellular Services, Inc.		Examiner	X	Wireless communication business
Abel & Seiden vs. Keitel vs. Nutter	1999	Expert - damages - lost profits	T	Fast food franchise
Advanced Telecommunication Network, Inc. vs. Daniel W. Allen and David D. Allen	2004	Expert - solvency	D, T	Telecommunications
Alternative Services, Inc.	1994	Chapter 11 Trustee		Developmentally disabled homes
Amazing Flooring Sources, Inc.	2014	Expert Solvency; Equivalent Value	D	Flooring
Frank A. Amelung, Jr. & Eugenia Marie Amelung Michael R. Bakst, Trustee vs. Robert J. Probst	1997	Accountants to the Trustee	D	
American Ammunition, F&F Equipment, Inc. & Industrial Plating Enterprises Co.	2009	Examiner	X	Small arms ammunition manufacturer
American Fiber Optics	1995	Accountants for Trustee - insolvency, preference & fraudulent transfer analysis		Fiber optics
American Pro International Corp, Arpi Group, Inc., Claudio Resnick and Omar Diaz Blasco v American DJ Supply, Inc.	2014	Expert - damages associated with trademark infringement	D	Trademark
American Way Services Corp.	1997	Expert - insolvency	T	Credit life insurance
Amoco Oil Company	1997	Expert - investigate conduct of corporate management & business, preferences & fraudulent transfers, profitability of business	D/T	Gas stations & franchises
APL Corporation	1993	Expert - conduct of business. Accountant/Financial Advisor to Committee of Unsecured Creditors	T	Manufacturing
A.R.E. & Overseas, Inc.	1993	Chapter 11 Trustee		Aviation services
Atlas Environmental, Inc.	1998	Chapter 11 Trustee		Waste management
ATM Financial Services, LLC	2008	Chapter 7 Trustee	D	Insolvency/PONZI schemes
Banco Latino International	1994	Accountant/Financial Advisor to Committee of Unsecured Creditors		Banking
Bankest Capital Corporation	2004	Chapter 7 Trustee	D/T	Factoring

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Barfield vs. Burns	1997	Expert - contractual dispute/damages	D/T	Real estate
Bayside Ventures I, LLC, et al. - Soneet Kapila as Plan Administrator vs. Bank One, N.A., Morgan Chase Bank, N.A. & Chase Home Finance, LLC	2008	Plan Administrator	D	Investment venture
Beal Bank - Americare Retirement Facilities	1997	Financial analysis, plan feasibility, character of income (Judge James D. Gregg)	T	Health care/ALF
Belvedere Construction Company	1992	Chapter 11 Trustee		Construction
Bobby Allison, Inc. Bobby Allison Wireless Corp, Inc.	2003	Chapter 11/7 Trustee		Wireless retail stores
Bray & Gillespie Management, LLC, et al. - surcharge motion	2010	Creditor Agent	T	Hospitality
Bray & Gillespie Management, LLC, et al. - motion to remove	2010	Creditor Agent	T	Hospitality
Broward County Archeological Society	2004	Chapter 11/7 Trustee		Museum
CAC Aggregates vs. Comyns	2000	Expert - lost opportunity damages	D/T	Quarry
Calumet/Bayshore Apartments	1995	State Court Receiver		Hospitality/Condomin
Calvert Property/Key Largo Limited Partnership	1996	Expert - feasibility of Plan of Reorganization	D/T	Hospitality
Calves vs. Lennar Homes, et al.	2001	Damages from accident/lost profits	D/T	Construction - ground
Caribbean Fuels America, Inc. Caribbean Line vs. Drew M. Dillworth	2015	Expert - Insolvency	T	Fuel Brokers
Carpet - Tile Outlet	1996	State Court Receiver		Floor covering
Cascade International, Inc., et al., Kenneth A. Welt, Trustee v. Gunster, Yoakley & Stewart	1995	Expert - valuation of business and insolvency.	D	Retail
Cash Today USA, Inc.	2005	Expert - Ponzi/advance pay fraud	T	Advance pay scheme

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Caulkins Indiantown Citrus Company	1999	Expert - damages - lost profits	D/T	Orange groves
Central Cellular Services, Inc.	1997	Examiner - Investigate conduct of business and management	X	Wireless telecommun
Certified, Inc. Kapila v. Thomas J. McNamara, Inc.	2012	Expert - Ponzi/insolvency	D	Commodities
Cheryl's Day Care Center, Inc.	1995	Chapter 11 Trustee		Day care
Clybon Corporation	1993	State Court Receiver		Real estate
CLSF III IV, Inc. et. al	2013	Expert - Substantive Consolidation	T	Life Settlements
Columbia Healthcare Partners, I-A, L.P. Valley View Nursing Home	1996	Expert - conduct of Debtor's management, financial analysis & insider transactions (Judge Paine, Middle District of Tennessee)	T	Health care/nursing h
Comcoa, Ltd.	1995	Accountants to the SEC Receiver Securities fraud/asset investigation		Wireless telecommun
Community Environment, Inc.	1997	Examiner - Investigate conduct of business and management	X	Developmentally disal homes
Consolidated Yacht Corporation	2004	Evaluation of settlement		Yachts/boating
Continuum Care Corporation	2005	Chapter 11 Trustee		Healthcare
County Collection Services, Inc.	1996	State Court Receiver		Collection
Soneet R. Kapila, as Trustee, Charles R. Covino and Dorothy J. Covino, Debtors	1995	Expert - proof of insolvency	T	
Data Lease	1992	Chapter 7 Trustee	D	Holding company
Marion Davidson vs. Ortho-McNeil Pharmaceutical, Inc.	2006	Expert - damages/valuation	D	
Dean Kretschmar, David Von Allmen, et al. vs. Bank of America, N.A., et al. Don Beverly, et al. vs. Bank of America, N.A., et al.	2015	Expert - Ponzi	D	Ponzi, Fraud

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Dedicated Resources, Inc. Dedicated Trustees, Inc.	2002	Examiner	X	Viaticals
Denison Marine, Inc.	1993	Examiner; testified regarding conduct of business	X	Marine/boat builder
Design Guild, Inv. Vs. Ashoka Enterprises, et al.	1987	Expert - contractual dispute - damages	T	Design
Dolphin Shoe	1995	Consulting to assist in formulating business plan		Soft goods
Domino Investments, Inc.	1985	Expert - preferences, fraudulent transfers, insolvency	D/T	
Alberto Duque & Domino Investments, Inc.	1986	Special Accountants to the Bankruptcy Trustee Expert - insolvency	D/T	
Eagle Building Technologies/ Fleming Manufacturing, Inc.	2005	Examiner	X	Heavy machinery for t manufacture of concr masonry products
Geoffrey W. Edelsten	2014	Chapter 7 Trustee - Rule 9019 Motion	D	Individual
Empire Tile & Marble	2002	Chapter 11 Trustee		Floor covering
Ulrich Engler - Robert E. Tardif, Trustee vs. Fidelity National Financial, Inc.	2009	Expert - Ponzi/Insolvency	D	
Ulrich Engler - Robert E. Tardif, Trustee vs. Friedrich Herrling	2012	Expert - Ponzi/Insolvency	T	
Excalibur, Inc.	1994	Chapter 11 Trustee		Marine
Femri International	1995	Consulting to assist in formulating business plan		Catering equipment
Fiddler's Creek, LLC	2010	Expert	T	Golf course/country c
Financial Federated Title & Trust, Inc. a/k/a Asset Security Corp., a/k/a Viatical Asset Recovery Corp., a/k/a Quad B Ltd., a/k/a American Benefits Services, Inc. - Various adversaries	2001	Preferences, fraudulent transfers, insolvency	D/T	Viaticals/Ponzi
First American Bank vs. Marvin and Marian Penalba	1994	Expert for bank - business valuation	T	
First American Railway, Morris Berger, Trustee Berger vs. Adorno Zeder	2001	Expert - business valuation	D	Tourism/railway

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Fisherman's Pier, Inc.	2018	Chapter 11 Trustee - Plan Confirmation	T	Real Estate
Fontainebleau Las Vegas, LLC	2014	Chapter 7 Trustee - Rule 9019 Motion, D&O Settlement	D/T	Hospitality
Franz Lesti and Petra Richter cs Wells Fargo Bank, N.A. f/k/a Wachovia Bank, N.A. - Engler Bankruptcy	2014	Expert - Ponzi / Damages	D	Ponzi
Anne C. Friedman, Debtor	2001	Expert - damages - compute lost income of trust from erosion of corpus	T	
Fundamental Long Term Care, Inc.	2014	Expert - Successor business, fraud, corporate formalities	D/T	Healthcare
Ivonne Aurea Garcia, Debtor	2013	Expert - Plan Confirmation / Feasibility	T	Individual
Gateway Investments Corporation	1992	Chapter 11 trustee	T	Real estate rental
General Coffee Corporation a/k/a Chase & Sanborn Corporation	1985	Preferences, fraudulent transfers tax matters, insolvency	D/T	Coffee importer/distributor
Mark J. Ginsburg	2010	Court's Expert - conduct of business	X	
Goodings Supermarkets, Inc.	2010	Expert - confirmation/feasibility of plan	D/T	Grocery store chain
Joan Grande/Hose McCann	2003	Business valuation	D/T	Divorce
Graphic Dynamics, Inc.	1993	Accountants to the Bankruptcy Trustee		Printing
GunnAllen Financial, Inc.	2013	Liquidating Agent in a FINRA Arbitration		
Soneet R. Kapila, Trustee in Bankruptcy for Stephen B. Gray & Kathleen D. Gray vs. Stephen B. Gray, Kathleen D. Gray & Odis McKinney	1996	Chapter 7 Trustee - expert - insolvency analysis, valuation	T	
Great American Farms & Interamerican Farms, LC vs. Proyecto 7 S.A., Milford International, Luis Ortega Flores and Jorge Ortega Flores	1999	Expert - lost profits damages	D/T	Farm
Greenwich Insurance Services, Inc.	1990	State Court Receiver		Insurance agency
G-Site Associates	1996	Accountants/financial advisors to Committee of Unsecured Creditors. Expert - insolvency & funds tracing. Post-confirmation President to implement Plan.	D	Real estate construction
Giuseppe America, Inc. v. Jan Bell Marketing	1999	Expert - lost profits damages	D/T	Jewelry manufacturing
Halpern et al. v. Retirement Builders	1985	Expert - contractual damages	D	Real estate

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Haulover Resort Marina	1995	Chapter 11 Trustee		Marina
BT/SAP Pool C Associates L.P. vs. High Point General Partnership et al.	1996	State Court Receiver		Health care/substance abuse facility
Home & Housing of Dade, Inc.	1994	Chapter 11 Trustee	T	Low income housing
Hussh, Inc.	1992	Expert - preference & fraudulent conveyance law suits	T	
International Air Leases, Inc.	1996	Exposure analysis, fraudulent transfers & preference recoveries; Expert - insolvency	D	Aviation
International Capital Management	1998	Accountant to SEC Receiver; funds tracing/co-mingling	T	PONZI, securities fraud, exchange currency
International Capital Management vs. Jose Santiago/MBA	1998	Expert Ponzi scheme and insolvency	D	PONZI, securities fraud, exchange currency
International Management Associates	2001	Expert - insolvency	T	
Isil v. Gardens Anesthesiology, P.A., et al.	1993	Expert testimony - valuation	T	Health care
C. Itoh v. Nordberg, Chase & Sanborn	1995	Fact witness	D	Coffee importer
Jerk Machine, Inc. vs. Ruden, McClosky, Smith, Schuster & Russell, P.A. and Robert C. Brighton, Jr., individually	2010	Expert - Business Damages	D	Restaurant
Joran Realty NY Corp.	2006	Chapter 11 Examiner	X	
Junction Financial Corporation/U.S. Ostrich Corporation	1994	Chapter 11 Trustee		Securities fraud
Kaplan International, Inc.	1995	State Court Receiver		Meat purveyor
KelTel v. Wendy's International, Inc.	1997	Expert - damages	E/D	Fast food franchise
King No. 16, et al.	1992	Examiner; testified regarding business conduct	X/T	Fast food franchise
Kleinman Trust v. Howard Rosenberg	2001	Expert - partnership allocations	D/T	Real estate
Krypton Broadcasting Corporation	1993	Examiner, disbursing agent	X	Broadcast communication

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
L. Luria & Sons, Inc. vs. Citizens Watch of America, Inc.	1999	Expert - insolvency analysis		Jewelry/general merc
L. Luria & Son, Inc. vs. Ilia Lekach	1998	Expert - insolvency analysis - testified at deposition, insolvency expert, ordinary course analysis	E/D	Jewelry/general merc
L. Luria & Son., Inc. vs. M. Fabrikant & Sons, Inc.	1999	Expert - insolvency analysis		Jewelry/general merc
L. Luria & Son, Inc. vs. Tepito Electronics, Inc.	1998	Expert - ordinary course, new value defense analysis		Electronics
Lancer Offshore, Inc./The Omnifund, Ltd.	2008	Expert - class action certification	D/T	Hedge funds
Lancer Partners, LP/Lancer Offshore, Inc.	2008	Expert - asset tracing	T	Hedge funds
Lancer Partners, LP vs. Grayhawk Capital Advisors, LLC	2008	Expert - insolvency/valuation	D	Hedge funds
LaSalle Bank National Association v. Martin Epstein	2001	Expert - damages	D	Lending
Neil & Gail Levin/Harry & Marian Epstein vs. Commissioner of Internal Revenue		Expert	T	
Liberty Property Limited Partnership vs. The Panda Project, Delta Capital Services, Jewlett-Packard Company, Ikon Office Solutions & Helix (PEI, Inc.)	1999	Expert witness - solvency analysis	D	Commercial property
LP Watch Group, Inc. et al. Watchco Liquidating, Inc. f/k/a LP Watch Group, Inc.; CWLG, LLC, f/k/a Charles Winston Luxury Group, LLC; and A.G. INC., vs. Arnstein & Lehr, LLP	2016	Expert - Damages	D	Jewelry/ Watch
The Loxcreen Company, Inc. vs. Designed Windows, Inc.	1996	Expert testimony - lost profits damages	T	Manufacturers
Dipnarine Maharaj, M.D. v. Tenet Healthcare	2004	Expert - damages breach of contract	D, T	Health care
Robert C. Malt & Co.	1996	Examiner - construction bankruptcy matters	X	Construction
Marbledge Group, Inc.	1996	Examiner - conduct of business	X	Marble/construction
Peter Johnson and Nicolas Johnson vs. Mastec, Inc., Jose Mas, Bob Apple, and Pablo Alvarez	2012	Expert - damages	D	Utility/powerlines
Med/Waste, Inc.	2002	Receiver		Medical waste manag

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner
Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Metropolitan Life Insurance Company		Expert - tracing of funds & lender liability		Insurance Company
MHP Group One, L.C.	2003	Chapter 11 Trustee		Mobile home park
Michigan National Bank	1997	Debt discharge reporting by financial entity	T	Tax
Ron Morris	1996	Chapter 11 Trustee	T	
National Fisheries	2002	Assignee - assignment for benefit of creditors		Seafood processing/d
National Store Fixture & Display Co. vs. J.R. Wire & Metal Specialty, Ltd.	2001	Expert - new value/ordinary course	D	
Naturally Beautiful Nails, Inc. vs. Wal-Mart Stores, Inc., d/b/a Sam's Club	2001	Expert - damages - lost profits/valuation	D/T	Retail
Noble Trust Company Liquidation State of New Hampshire	2012	Expert - Ponzi/Fraud	D	Ponzi
Noble Trust Company Liquidation State of New Hampshire	2014	Expert - Ponzi/Fraud	T	Ponzi
Nuevo Mundo Holding - Aldo Fernando Kahan Novoa & Gustavo Kahan Novoa vs. Safra National Bank of New York	2003	Expert - solvency/insolvency analysis	D	
North American Clearing Inc. vs. Richard Goble	2011	Expert	D	Broker/Dealer
North American Clearing Inc. vs. Richard Goble	2013	Fact Witness	T	Broker/Dealer
Ocean Bank vs. Tuscany Villages Associates	2009	Expert - forensic accountant		Real estate
Old Corkscrew Plantation I, II, III, IV, V, VI	2012	CRO - Liquidation Analysis and Plan Confirmation	D	Orange groves
Orvis vs. Caulkins	2001	Expert - wrongful termination of employment - lost compensatory damages	D/T	N/A

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Jonathan Perlman, Esq as receiver of VGC Corporation of America, All Dream Vacations Corporation, and All Dreams Tours, LLC v American Express Centurion Bank Corp., et. al	2014	Expert- Fraud, insolvency	D	Fraud
Pacific Airline Support Corporation	1996	Examiner - conduct of business	X	Aviation
PADC Marketing, LLC. Joel L. Tabas vs. Daniel Grimm	2014	Expert - Insolvency	D	Marketing - Real Estat
PADC Marketing, LLC. Joel L. Tabas vs. R. Donahue Peebles	2016 2017	Expert - Insolvency	D/T	Marketing - Real Estat
Pan American Hospital Corporation	2005	Chapter 11 Examiner	X	Hospital/health care
Peckar & Abramson	2015	Expert - Rebuttal Financial Ability	D	
Lakeland Animal Nutrition	2015	Reasonably Equivalent Value and Business Sale Transactions	D	Animal Feed
Louis J. Pearlman	2007	Chapter 11 Trustee		PONZI
Louis J. Pearlman	2013	Testimony - Investor Profiteer Case	T	PONZI
Louis J. Pearlman, Trans Continental Television Productions, Inc. vs. MTV Networks	2011	Rule 30(B)(6) Representative	D	PONZI
Louis J. Pearlman, Soneet R. Kapila, Trustee vs. Carolina First Bank d/b/a Mercantile Bank	2009	Chapter 11 Trustee	D	PONZI
Louis J. Pearlman, Trans Continental Television Productions, Inc. vs. MTV Networks	2010	Records Custodian	D	PONZI
Louis J. Pearlman, Trans Continental Airlines and Louis J. Pearlman Enterprises, Inc. vs. De Beaubien, Knight, Simmons, Mantzaris & Neal, LLP	2013	Chapter 11 Trustee	D	PONZI
Piccadilly Cafeterias, Inc. n/k/a Capital City Cornichon Corp.	2004	Chapter 11 Plan Administrator		Restaurant
Planet Hollywood International, Inc.	2002	Examiner - investigate tort liability & insider transactions	X	Celebrity theme resta

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Prime Capital Corporation	1996	Chapter 7 Trustee - Expert - insolvency and Ponzi	D	Accounts receivable/ business/Ponzi
Princeton Dental Management & Subsidiaries	2001	Chapter 11 Trustee		Dental practices
PSN USA, Inc.	2007	Examiner	X	
Purity, Inc. of Florida		Examiner	X	Processor & distribut condiments
Raben-Pastal v. Peat, Marwick, Mitchell & Co.	1986	Special master report		Accounting
Razorback Funding, LLC. et al vs. Scott W. Rothstein, et al.	2012	Expert - PONZI/ Damages	D	PONZI
Ready State Bank	1995	Expert - defense of alleged fraudulent transfers/new value analysis		Automotive
Regions Bank vs. First West Cutler Gardens, LLC	2012	Financial Expert	D	Real Estate/ Title Com
Roof Services, Inc. and Saige, LLC., Assignment for the Benefit of Creditors	2011	Expert - Valuation/Fiduciary for Wells Fargo Bank	T	Roofing
Rudges v. Rudges	1988	Expert witness - corporate valuation	D	
S & K Air Power, Inc.	1994	Examiner - conduct of business	X	Commercial equipme
Securities & Exchange Commission vs. A.B. Financing & Investment, Inc.	2003	Expert - PONZI		
Securities & Exchange Commission v. Aubrey Lee Price, et al.	2015	Fact Witness - restitution- investor losses	T	Fraud
Securities and Exchange Commission v. Edward S. Digges, Jr., Nexstar Communications, LLC, TMT Equipment Company, LLC, TMT Management Group, LLC, Posa, LLC, Posa TMT, LLC; Televest Communications, LLC, Televest Group, LLC and Spin Drift, LLC	2006	Expert/Forensic Accountant - asset tracing - contempt hearing	D/T	
Securities & Exchange Commission vs. Carol C. Martino and CMA Noel, Ltd., et al.	2003	Receiver		

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Securities & Exchange Commission vs. Medco, Inc. & Mark R. Blacher, Defendants & The Hi Lily Company & National Health Services Inc., Relief Defendants	1997	Expert witness & accountants to the SEC Receiver - securities fraud, tracing of funds & assets.		Securities fraud/Ponzi
Securities & Exchange Commission vs. Mark David Shiner, Leon Swichkow, Timothy Wetherald, and Telecom Advisory Services, Inc. and Louis Stinson, Jr., P.A., Equity Service Administration, Inc., Marketing Media, Inc., and USA Media Group Inc.	2006	Forensic analysis	T	
Securities & Exchange Commission vs. Tel-One, Inc., et al.	2002	Claims Administrator		
Securities & Exchange Commission vs. Transamerica Wireless Systems, Inc., Intercontinental Telecommunications Corporation and Danny Sterk	1994	Expert witness & accountant to the SEC receiver - securities fraud, tracing of funds & assets.	T	Wireless communicati
Irvine J. Sherman Revocable Trust vs. Prime Hospitality Corp.		Expert witness - percentage rent on lease	T	Hospitality
Shubitz & Rosenbloom, P.A.	1999	Examiner - investigate conduct of specific transactions - report	X	Certified public accou
Sigma-Tech Sales, Inc.	2017	Expert Witness - Insolvency	T	Consumer electronics
Simply Fashion Stores, LTD.	2015	Chief Restructuring Officer - twice	T	Retail
Smith International Enterprises, Inc.	2002	Examiner - investigate conduct of the acquiring corporation	X	Printing
SMF Energy Liquidating Trust vs Grant Thorton, LLP.	2016	Liquidating Trustee - Accounting Liability 30(b)(6) Witness	D	Mobile Fueling
Softouch	1995	Disbursing Agent/Special Accountant to the Debtor		Apparel
South Andrews Realty Association, Inc.	1991	Examiner	X	Real estate
South Stevedoring, Inc.	2004	Chapter 11/7 Trustee		Stevedoring/freight
Southeast Banking Corporation	1998	Accountants & financial consultants to Chapter 7 Trustee		Banking

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Southern Gun & Tackle, Inc.	1990	Expert - business conduct & corporate transactions. Accountant/financial advisor to Committee of Unsecured Creditors	D	Sporting goods distrib
SouthTrust Bank - A-1 Specialty Gasolines, Inc.	2000	Expert witness - erosion of cash collateral	T	Gas station
Spear & Jackson, Inc.	2004	Corporate Monitor - appointed by Federal District Court and Securities and Exchange Commission		Hand, garden, agricult horticultural & engine for professional & har
State Farm Mutual Automobile Insurance Company, et al. vs. John Romano, D. C. et al	2013	Expert	T	Insurance Fraud
State of Texas vs. Edward S. Digges, Jr.	2009	Expert - PONZI	T	
Stock Electronics v. Viatch Industries, LLC	2002	Expert - business valuation - fraudulent transfer under State Statute	D	Computers
Suncruz Casinos, LLC, JAB America, Inc.	2002	Expert - computation of distributable earnings under Joint Venture Agreement	D	Cruise casino
Supra Telecommunications & Information Systems, Inc. v. BellSouth Telecommunications - bankruptcy	2004	Expert - conduct of business and management	D	Telecommunications
Supra Telecommunications & Information Systems, Inc. v. BellSouth Telecommunications - Mara	2003	Expert - financial reporting	D	Telecommunications
Systems of Excellence	1997	Chapter 7 Trustee		Video teleconference, fraud
T/F Systems, Inc. vs. Southeast Capital Financing, Inc., Fu Sheng Industrial Co., Ltd., Purifiner Distribution Corporation	1994	Expert on lost profits, damages from patent & license rights infringement.	T	
Ticofrut, S.A. vs. E.I. Du Pont de Nemours & Company, Inc.	2003	Damages expert regarding lost profits	D, T	Citrus
Topp, Inc. v. Uniden American Corporation	2006	Damages expert - lost profits	D, T	Communications equi
Tradecom, Inc.	1991	Examiner - business conduct.	X	Commodities broker
Trafford Distributing Center, Inc., Soneet R. Kapila as Trustee vs. Barbara Wortley	2008	Expert - insolvency	T	
Transamerica Wireless Systems, Inc. Intercontinental Telecommunications Co.	1994	Accountants to the SEC Receiver - securities fraud		Securities fraud
Triad v. Southwest Direct	2001	Expert - ordinary course and new value analysis		
Tsunami of Palm Beach, LLC	2005	Expert - business trend	D	Restaurant

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Raymond A. Tubbs vs. RC Highlands Holdings of Florida, Inc., et al. Michael L. Tubbs vs. RC Highlands Holdings of Florida, Inc., et al.	2010	Receiver	T	Peat farm mining open
Gloria Singer a/k/a Gary Singer v. Unibilt Development Co., Williamsburg Developers Ltd. Partnership, Williamsburg-Biltmore, Inc., and Williamsburg-Zlotoff, Inc.	2012	Expert - shareholder dispute - damages	D	Real Estate
Gloria Singer a/k/a Gary Singer v. Unibilt Development Co., Williamsburg Developers Ltd. Partnership, Williamsburg-Biltmore, Inc., and Williamsburg-Zlotoff, Inc.	2012	Expert - shareholder dispute - damages	T	Real Estate
USA Alrmobile, Inc., & Michael Kurtgis v. Haverfield Corp. & Scott Yenzler	1995	Expert - patent infringement damages		
W.B. Care Center, LLC d/b/a/ West Broward Care Center	2009	Examiner	X	Nursing home
Wachovia Bank of Florida Continuum Care Corporation	2004	Expert - conduct of business		Bank fraud
Wachovia Bank of Florida Lover's Key Development	1994	Expert for secured lender - consultants on feasibility and workouts	E	Hospitality
Wachovia Bank of Florida National Recovery Institute Group	1997	Expert - conduct of business & Management, ability to restructure; management compensation	T	abuse recovery/health
John Wagstaff-Callahan vs. Northern Trust Investment, Inc., et al.	2002	Expert - damages, wrongful dismissal, lost earnings	D	
Thomas Aloysius Warmus	1995	Accountants & financial advisors to Committee of Unsecured Creditors	T	
Thomas Aloysius Warmus Richard Langhorne, Liquidating Trustee	1997	Expert witness in adversarial proceedings - insolvency (Judge Francis G. Conrad)	T	
Wayne Blackwell & Co., Inc.	1996	Expert - viability of business and ability to rehabilitate	T	Environment - asbestos abatement
Weinberg Tubbs & Company, CPAs	1993	Examiner	X	Accounting firm
John F. Weir vs. The Club at St. Lucie West, Ltd., The Club at St. Lucie West, Inc., Creative Homes, Inc., Naimisha Construction, Inc. and Dilip Barot	2010	Expert - damages, breach of contract	D	Damages relating to a partnership agreement construction development
Ronald Ziegler, D.O., P.A. and Javery & Strum, D.O., P.A. v. Humana	1994	Expert - damages, breach of contract	D	Health care
Zingg Homes, L.C.	2002	Examiner	X	Residential home dev

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner

Updated: 8/2/2018

Soneet R. Kapila
Case Experience - 1985 to Present

Case Name	Approximate Date	Role/Testimony	Deposition / Trial / Other	Industry
Over 10,000 matters	Various	Chapter 11 and Chapter 7 Trustee		Various

Legend: D = Deposition, E = Expert Report, T = Trial, P = Pending, X = Examiner
Updated: 8/2/2018

EXHIBIT B
TO THE
DECLARATION OF SONEET KAPILA



Kevin McCoy, CPA, CIRA, CFE

kmccoy@kapilamukamal.com



Kevin McCoy is a Partner at KapilaMukamal, LLP and joined the firm in 2012 after fifteen years in private industry and operating his own business.

Professional Experience

Mr. McCoy concentrates on providing forensic investigation, bankruptcy consulting and litigation support services to debtors, creditors, receivers, bankruptcy trustees and other fiduciaries. His expertise encompasses insolvency, investigating preferential payments/fraudulent transfers, Ponzi schemes, check kiting and financial fraud. He is seasoned in analyzing budgets, projections, and feasibility studies for distressed businesses and Chapter 11 reorganizations.

He has provided litigation support services to law firms involving solvency analysis, investigation of Ponzi schemes and financial statement fraud and has worked with fiduciaries in conjunction with the Federal Bureau of Investigation (FBI), Securities and Exchange Commission (SEC), Federal Trade Commission (FTC) and the United States Attorney's Office. His experience is in a wide range of industries including healthcare, assisted living facilities/nursing homes and real estate.

Mr. McCoy is a member of the Board of Directors of the Association of Insolvency and Restructuring Advisors (AIRA).

AREAS OF EXPERTISE

Forensic Accounting
Bankruptcy and Insolvency
Creditors Rights
Restructuring
Financial Transactions Litigation
Complex Commercial Litigation

PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Association of Insolvency & Restructuring Advisors
Association of Certified Fraud Examiners

EDUCATION / QUALIFICATIONS

Certified Public Accountant (CPA) - Florida
Certified Insolvency and Restructuring Advisor (CIRA)
Certified Fraud Examiner (CFE)

Masters of Accounting, with a concentration in
Forensic Accounting, Florida Atlantic University,
Fort Lauderdale, FL

Bachelor of Business Administration, Major in
Accounting, Florida Atlantic University,
Boca Raton, Florida—Graduated with Honors—Summa Cum
Laude

Recipient Certificate of Distinguished Performance Award pre-
sented to individuals with exceptional scores on the Associa-
tion of Insolvency & Restructuring Advisors CIRA exam

KapilaMukamal, LLP
1000 S. Federal Highway, Suite 200
Fort Lauderdale, FL 33316
Main 954-761-1011
Direct 954-712-3205
www.kapilamukamal.com

Kapila/Mukamal

CPAs, Forensic and Insolvency Advisors

EXHIBIT C
TO THE
DECLARATION OF SONEET KAPILA

SONEET R. KAPILA			
Experience in Matters Involving PONZI / FRAUD including SEC and FTC Matters			
Case Name	Industry / Type	Role	Description
SEC Matters			
SEC v. Christopher Freeman Brogdon and Connie Brogdon, Tygh Brogdon, Brogdon Family, LLC, Gordon Jensen Healthcare Association, Inc., JRT Group Properties, LLC, Mobama Nursing, LLC, National Assistance Bureau, Inc., Saint Simons Healthcare, LLC and Winter Haven Homes, Inc., Defendants	Securities Fraud	SEC Corporate Monitor	Securities Fraud
SEC v. Robert H. Shapiro, Woodbridge Group of Companies, LLC, d/b/a Woodbridge Wealth, RS Protection Trust, WMF Management, LLC, Woodbridge Structured Funding, LLC, Woodbridge Mortgage Investment Fund(s) 1, 2, 3, 3A and 4, LLC,, Woodbridge Commercial Bridge Loan Fund(s) 1, 2 LLC, 144 Woodbridge-Affiliated Property Limited Liability Companies, 131 Woodbridge-Affiliated Holding Limited Liability Companies	Securities Fraud	Forensic Accountants for the SEC	Securities Fraud
SEC v. Ariel Quiros, William Stenger, Jay Peak, Inc., Q Resorts, Inc., Jay Peak Hotel Suites, L.P., Jay Peak Hotel Suites Phase II, L.P., Jay Peak Management, Inc., Jay Peak Penthouse Suites, L.P., Jay Peak GP Services, Inc., Jay Peak Golf and Mountain Suites, L.P., Jay Peak GP Services Golf, Inc., Jay Peak Lodge and Townhouses, L.P., Jay Peak GP Services Lodge, Inc., Jay Peak Hotel Suites Stateside, L.P., Jay Peak GP Services Stateside, Inc., Jay Peak Biomedical Research Park, L.P., AnC Bio Vermont GP Services, LLC, Defendants and Jay Construction Management, Inc., GSI of Dade County, Inc., North East Contract Services, Inc., Q Burke Mountain Resort, LLC, Relief Defendants	Securities Fraud	Forensic Accountants to the SEC	Securities Fraud - EB5 offerings
SEC v. Dennis Crowley, Spear & Jackson, et al	Hedge Funds	Corporate Monitor (SEC Appointment) Forensic Experts	Securities Fraud
SEC v. Amante Corporation, et al	Securities Fraud	SEC Receiver	Receiver

SONEET R. KAPILA			
Experience in Matters Involving PONZI / FRAUD including SEC and FTC Matters			
Case Name	Industry / Type	Role	Description
SEC v. North American Clearing Inc. v. Richard Goble	Broker Dealer	Financial Advisor to SEC Trustee	Securities fraud - broker-dealer
SEC v. Tel-One, Inc., et al	Pump & Dump	Claims Administrator / Disbursing Agent - SEC Appointment	Pump and Dump Scheme - Securities Fraud
SEC v. A.B. Financing and Investment, Inc.	Financing	Forensic Consultants and Expert Witness for the SEC	Quantification of Investors losses
SEC v. IDT Group, Inc.	Securities Fraud	Forensic Accountants	Securities Fraud
SEC v. Aubrey Lee Price; PFG, LLC; PFGBI, LLC; Montgomery Asset Management, LLC f/k/a PFG Asset Management, LLC	Securities Fraud	Forensic Accountants to the SEC Receiver	Securities Fraud
SEC v. Comcoa, Ltd.	Wireless communications	Forensic Accountants to the SEC Receiver	Fraud - wireless telecommunications
SEC v. Commodities OnLine, LLC	Securities Fraud	Forensic Accountants to the SEC Receiver	Securities Fraud
SEC v. Creative Capital Consortium, LLC, et al	Securities Fraud	Forensic Accountants to the SEC Receiver	Securities Fraud - Haitian-American Community Investment Clubs
SEC v. Edward S. Digges, Jr., Nexstar Communications, LLC, TMT Equipment Company, LLC, TMT Management Group, LC, et al	Securities Fraud	Expert Witness and Forensic Accountants to the SEC Receiver	Securities Fraud
SEC v. Financial Federated Title & Trust, Inc. a/k/a Assets Security Corp., a/k/a Viatical Asset Recovery Corp, a/k/a Quad B Ltd., a/k/a American Benefits Services, Inc. - Various adversaries	Viatical Insurance Settlements	Forensic Accountants to the SEC Receiver	Ponzi Scheme / viatical insurance settlements - Assisted Trustee in adjudication of over 3,000 claims; multiple distributions over a period of years to a creditor body in three related cases totaling 20,000+ distribution checks
SEC v. International Capital Management, Inc.. Jose Santiago / MBA	Securities Fraud; Foreign Exchange Currency	Forensic Accountants to the SEC Receiver	Ponzi Scheme - Funds Tracing / co-mingling
SEC v. JCS Enterprises, Inc., d/b/a JCS Enterprises, Services, Ind., T.B.T.I., Joseph Signore and Paul L. Schumack, II	ATM Machines	Forensic Accountants to the SEC Receiver	Ponzi Scheme

SONEET R. KAPILA			
Experience in Matters Involving PONZI / FRAUD including SEC and FTC Matters			
Case Name	Industry / Type	Role	Description
SEC v. Joseph Hilton, f/k/a Joseph Yurkin, Pacific Northwestern Energy, LLC, Rock Castle Drilling Fund, LP, Rock Castle Drilling Fund II LP and New Horizon Publishing, Inc.	Oil Drilling Projects	Forensic Accountants to the SEC Receiver	Ponzi scheme selling unregistered securities in companies purportedly generating profits from oil drilling projects in Kentucky
SEC v. Mark David Shiner, Leon Switchkow, Timothy Wetherald and Telecom Advisory Services, Inc., et al - Mile High Telecom	Telecommunications	Forensic Accountants to the SEC Receiver - Expert Witness	Ponzi Scheme - Telecommunications
SEC v. Medco, Inc., Mark R. Blacher, Defendants & The Hi Lilly Company & National Health Services, Inc., Relief Defendants	Medical Equipment	Forensic Accountants to the SEC Receiver	Medical equipment Ponzi Scheme
SEC v. Transamerica Wireless Systems, Inc. and Intercontinental Telecommunications Co. and Danny Sterk	Telecommunications	Forensic Accountants to SEC Receiver	Ponzi Scheme - wireless telecommunications
SEC v. WorldCorp FX & Company, Inc.	International Currency	Forensic Accountants to SEC Receiver	Ponzi / Fraud involving trading of international currencies

FTC Matters			
FTC v. American Precious Metals, LLC	Precious Metals	Accountants to the FTC Receiver	<i>Ponzi Scheme</i>
FTC v. Nationwide Connections, Inc., Access One Communications, Inc., Network One Services, Inc., Willoughby Farr, et al	Telecommunications	Forensic Accounts to the FTC Receiver	<i>Accountants to FTC Receiver</i>
FTC v. World Class Limousine	Limousine	Accountants to the FTC Receiver	<i>Ponzi Scheme</i>
FTC vs. Fereldoun "Fred" Khalilian and The Dolce Group Worldwide, LLC	Extended car warranties	Forensic Accountants to the FTC Receiver	<i>Ponzi scheme</i>
FTC v. Boost Software, Vast Tech Support, LLC, OMG Tech Help, LLC, Success Capital, LLC, Jon-Paul Holdings, LLC	Telemarketing - computer support	Forensic Accountants to the FTC Receiver	<i>Ponzi scheme</i>
FTC v. Student Debt Doctor, Gary Brent White, Jr., Fidelity Debt Reserve, LLC, Fidelity Credit Repair, LLC, Fidelity Reserve Loans, LLC, G White Enterprises, LLC and Fidelity Asset Holdings Limited Partnership	Student Debt Relief	Forensic Accountants to the FTC Receiver	<i>Telemarketing Scheme - Debt Relief</i>
FTC vs. Timeshare Mega Media and Marketing Group, Inc., et al	Condo timeshares	Forensic Accountants to the FTC Receiver	<i>Ponzi scheme investigation</i>

SONEET R. KAPILA			
Experience in Matters Involving PONZI / FRAUD including SEC and FTC Matters			
Case Name	Industry / Type	Role	Description
Other Ponzi/Fraud Matters			
Aerosonic Corporation	Aerosonic Industry	Consultants to Audit Committee	<i>Retained by Audit committee of Public Company to investigate management conduct and alleged misstatements in audited financial statements</i>
Associated Record Distributors	Records	Forensic Accountants to the SEC Receiver	<i>Ponzi scheme</i>
ATM Financial Services, LLC	ATM Machines	Forensic Accountants	<i>Ponzi - ATM machines</i>
Banco Latino International	Banks	Accountants to Committees of General Unsecured Creditors	<i>\$200 million Edge Act Bank operating in Miami</i>
Bankest Capital Corporation	Factoring Company	Chapter 7 Trustee	<i>Factoring</i>
Bayside Ventures, LLC	Four Hedge Funds	Corporate Monitor / Liquidator	<i>Fraudulent transfer analysis; liquidation of assets; multiple distributions of several millions of dollars to creditor body consisting of prior investors</i>
Certified, Inc., Global Bullion Trading Group and WJS Funding, Inc. (Kapila v. Thomas J. McNamara, Inc.)	Commodities fraud	Forensic Accountants	<i>Insolvency - Commodities</i>
Communication Services Group	Telemarketing Call Centers	Financial and Viability Assessments for Secured Lenders; Turnaround Consulting	<i>Multi-corporate telemarketer with revenues exceeding \$50 million</i>
Dedicated Resources, Inc. / Dedicated Trustees, Inc.	Viaticals	Examiner	<i>Viatical business</i>
Get Answers, Inc.	Securities Fraud	Forensic Accountants	<i>Ponzi - Securities Fraud</i>
Hawa Corporation / Hawa Communications, Inc.	Securities Fraud	Forensic Accountants to the Receiver	<i>Securities Fraud</i>
Homeland Communications Corporation, F. LaBarre and J. Yurkin, et al	Securities Fraud	Forensic Accountants	<i>Securities Fraud</i>
Innovida Holdings, et al and Claudio Osorio	Real Estate / Construction Fraud	Chapter 7 Trustee	<i>Fortune 500 company - operated as large real estate conglomerate and related businesses</i>
Internet Capital Consultants, Inc.	Securities Fraud	Forensic Accountants	<i>Securities Fraud</i>
Juan Santaella	International fraud	Chapter 7 Trustee	<i>Vast web of tangled real estate holdings and corporate shell organizations in international jurisdictions with overseas banks</i>
Junction Financial Corporation / U.S. Ostrich Corporation	Securities Fraud	Chapter 11 Trustee	<i>Securities Fraud</i>
KS Advisors, Inc., KS Condor Partners, Ltd., II, Damian Partners, LLC, Scott Fine and Kevin Boyle	Securities Fraud	Tax Consultants	<i>Securities Fraud</i>
Lancer Offshore Receivership; Lancer Management Group, LLC; Lancer Management Group II, LLC and Michael Lauer	Hedge Funds	Accountants to Receiver	<i>Hedge Fund</i>

SONEET R. KAPILA			
Experience in Matters Involving PONZI / FRAUD including SEC and FTC Matters			
Case Name	Industry / Type	Role	Description
Louis J. Pearlman / TransContinental Airlines	Securities Fraud	Chapter 11 Trustee	<i>Classic Ponzi Scheme of approximately \$500 million; 100 related entities and over 1,400 victims</i>
MaxIm Enterprises, Inc.	Securities Fraud	Accountants to Chapter 7 Trustee	<i>Securities Fraud</i>
Phoenix Investments, Inc., f/k/a/ Phoenix Financial Groups, Inc.	Securities Fraud	Forensic Accountants	<i>Ponzi Scheme - Securities Fraud</i>
Phoenix Diversified Investments Corp.	Securities Fraud	Forensic Accountants	<i>Ponzi Scheme - Securities Fraud</i>
Prime Capital Corporation	Accounts Receivable / Factoring	Chapter 7 Trustee - Expert Witness	<i>Multi-million dollar accounts receivable factoring business and Ponzi Scheme</i>
Razorback Funding, LLC et al v. Scott Rothstein, et al	Hedge Funds	Litigation Consultants and Forensic Experts; Expert Witness	<i>Hedge Funds/ Banks</i>
State of Texas v. Edward S. Digges, Jr.	Securities Fraud	Expert Witness	<i>Securities Fraud</i>
SunState FX, Inc.	Securities Fraud	Forensic Accountants	<i>Ponzi - Securities Fraud - Wireless Communications</i>
Tradecom, Inc.	Commodities broker	Examiner / Corporate Monitor	<i>Commodities Broker</i>
U.S. Commodity Futures Trading Commission v. Hunter Wise Commodities, Inc., Inspired Ventures, Inc., Jesse Alper and Victor Alper	Securities Fraud	Forensic Accountants	<i>Securities Fraud</i>
Ulrich Engler - Robert E. Tardif, Trustee v. Fidelity National Financial, Inc.; Robert E. Tardiff, Trustee v. Friedrich Herring	Insolvency	Expert Witness	<i>Ponzi Scheme</i>
USA vs. Cash Today USA, Inc., and James W. Long	Payday advance fraud	Expert Witness	<i>Payday advance fraud</i>
Wealth Pools International, Inc., Robert E. Lane, and Recruit for Wealth, et al	Securities Fraud	Forensic Accountants - Expert Witness	<i>Ponzi-Securities Fraud</i>

EXHIBIT D
TO THE
DECLARATION OF SONEET KAPILA

Exhibit D

SEC v. 1 Global Capital, LLC, and Carl Ruderman, Defendants, and
1 West Capital, LLC, Bright Smile Financing, LLC, BRR Block, Inc., Digi South, LLC, Ganador Enterprises, LLC, Media Pay,
LLC, Pay Now Direct, LLC and Ruderman Family Trust, Relief Defendants

Case No. 18-cv-61991-BB
United States District Court; Southern District of Florida

BrightSmile Financing, LLC
ACH Debit Analysis

August 23, 2018 through April 30, 2019 (Note 1)

Source: Statements for BridgeBank operating account ending 1343 ("BB-1343")

Date	Daily Incoming ACH Funds	Daily ACH Debits	ACH Debits in excess of Incoming ACH Funds	Outgoing transfers to receiver's account	Daily Ending Balance
08/23/18	\$ 19,259.60	\$ 32,484.64	\$ 13,225.04		\$ 287,463.08
08/24/18	18,931.61	2,503.43	-		303,891.26
08/27/18		2,284.48	2,284.48		301,606.78
08/28/18		3,837.57	3,837.57		297,769.21
08/29/18		3,645.97	3,645.97		294,123.24
08/30/18		204.80	204.80		262,859.61
08/31/18	33,266.34	59.96	-		296,065.99
09/04/18	65,052.25	1,254.88	-		366,934.36
09/05/18	116,012.51	14,012.16	-		468,934.71
09/06/18	33,275.90	23,146.94	-		487,979.51
09/07/18	29,280.93	36,732.61	7,451.68		480,527.83
09/10/18	31,329.78	9,451.27	-		502,406.34
09/11/18	33,331.62	8,291.52	-		528,472.65
09/12/18	31,110.29	6,630.45	-		531,991.21
09/13/18	8,993.33	7,039.54	-	300,000.00	234,921.06
09/14/18	21,473.39	6,585.91	-		191,208.54
09/17/18	22,558.39	3,212.65	-		210,554.28
09/18/18	33,260.86	7,654.65	-		237,240.74
09/19/18	33,123.48	7,253.96	-		263,435.80
09/20/18	33,127.66	6,877.45	-		289,686.01
09/21/18	33,298.62	8,972.61	-		360,910.53
09/24/18	33,113.13	12,544.91	-		381,786.15
09/25/18	33,331.50	8,736.55	-		406,381.10
09/26/18	24,809.24	7,233.97	-		401,051.02
09/27/18	14,241.60	7,787.60	-	300,000.00	107,505.02
09/28/18	16,071.00	3,522.34	-		122,801.22
10/01/18	33,038.68	1,821.71	-		154,018.19
10/02/18	32,903.80	2,704.22	-		184,933.78
10/03/18	33,301.92	11,119.77	-		207,560.16
10/04/18	16,757.83	12,235.19	-		213,341.31
10/05/18	13,176.04	10,200.68	-		217,394.00
10/09/18	33,024.13	2,121.19	-		248,681.45
10/10/18	33,235.73	2,496.86	-		279,420.32
10/11/18	14,277.99	3,095.83	-		268,082.91
10/12/18	14,292.51	4,420.50	-		277,090.18
10/15/18	17,458.81	2,086.86	-		292,462.13
10/16/18	33,098.01	3,774.25	-		323,806.97
10/17/18	33,226.21	3,717.46	-		354,962.75
10/18/18	20,907.62	4,609.24	-		371,261.13
10/19/18	19,250.16	3,873.40	-		389,110.94
10/22/18	20,769.88	2,111.88	-		407,768.94
10/23/18	33,098.53	4,251.39	-		398,189.15
10/24/18	16,666.83	3,400.91	-		405,810.73
10/25/18	7,333.11	3,784.70	-		408,140.86
10/26/18	16,160.39	2,206.70	-		422,094.55
10/29/18	18,520.36	1,408.98	-		414,145.23
10/30/18	13,208.13	2,406.09	-		419,247.27
10/31/18	2,669.26	1,447.52	-		420,469.01
11/01/18	33,182.14	1,704.15	-		451,947.00
11/02/18	33,160.62	3,823.70	-		481,333.92
11/05/18	33,268.86	15,505.32	-		479,961.68
11/06/18	33,177.52	10,280.26	-		502,858.94
11/07/18	20,452.76	4,919.97	-		519,183.13

Kapila/Mukamai

Exhibit D

SEC v. 1 Global Capital, LLC, and Carl Ruderman, Defendants, and
1 West Capital, LLC, Bright Smile Financing, LLC, BRR Block, Inc., Digi South, LLC, Ganador Enterprises, LLC, Media Pay,
LLC, Pay Now Direct, LLC and Ruderman Family Trust, Relief Defendants

Case No. 18-cv-61991-BB
United States District Court; Southern District of Florida

BrightSmile Financing, LLC
ACH Debit Analysis

August 23, 2018 through April 30, 2019 (Note 1)

Source: Statements for BridgeBank operating account ending 1343 ("BB-1343")

Date	Daily Incoming ACH Funds	Daily ACH Debits	ACH Debits in excess of Incoming ACH Funds	Outgoing transfers to receiver's account	Daily Ending Balance
11/08/18	33,329.39	4,898.49	-	-	547,614.03
11/09/18	15,346.27	6,514.87	-	-	556,445.43
11/13/18	19,141.07	22,734.28	3,593.21	-	523,849.90
11/14/18	33,329.84	4,789.11	-	-	553,606.23
11/15/18	7,933.32	2,608.96	-	-	558,359.97
11/16/18	33,055.28	1,978.46	-	-	589,597.06
11/19/18	33,127.28	2,683.63	-	-	621,183.95
11/20/18	32,541.83	3,755.96	-	-	649,969.82
11/21/18	19,286.80	5,338.67	-	-	660,407.51
11/23/18	12,341.19	4,181.19	-	-	669,231.23
11/26/18	30,873.92	2,875.71	-	-	697,229.44
11/27/18	24,367.60	5,828.78	-	-	715,768.26
11/28/18	14,039.01	5,202.00	-	-	691,300.73
11/29/18	3,165.21	904.24	-	-	694,348.39
11/30/18	6,521.27	2,493.33	-	-	698,432.43
12/03/18	33,208.52	1,402.23	-	-	730,238.72
12/04/18	33,032.85	1,482.14	-	-	762,089.17
12/05/18	33,324.11	7,151.35	-	-	786,893.93
12/06/18	25,327.34	10,088.70	-	-	802,132.57
12/07/18	17,227.46	4,984.18	-	-	814,375.85
12/10/18	21,465.50	5,049.95	-	-	832,015.16
12/11/18	27,811.26	2,446.85	-	-	857,700.11
12/12/18	10,687.41	6,226.53	-	-	856,563.37
12/13/18	9,815.30	3,711.86	-	-	833,286.63
12/14/18	14,594.54	1,666.16	-	-	846,261.38
12/17/18	20,488.23	4,093.26	-	-	838,338.66
12/18/18	32,393.49	1,545.06	-	-	871,766.25
12/19/18	32,935.28	9,113.96	-	-	895,837.57
12/20/18	30,603.50	5,651.97	-	-	912,289.10
12/21/18	23,089.67	8,148.88	-	-	923,162.54
12/24/18	19,617.30	4,615.07	-	-	938,543.15
12/26/18	25,186.38	4,518.11	-	-	959,211.42
12/27/18	24,195.95	3,740.55	-	-	979,666.82
12/28/18	13,432.34	5,086.96	-	-	953,022.84
12/31/18	18,271.02	4,276.51	-	-	967,214.50
01/02/19	33,250.01	2,395.22	-	-	994,068.42
01/03/19	33,297.27	4,161.64	-	-	1,023,950.97
01/04/19	32,648.60	12,964.82	-	-	1,036,217.50
01/07/19	23,842.17	8,874.06	-	-	1,053,396.71
01/08/19	25,645.40	4,716.19	-	-	1,049,336.28
01/09/19	9,549.11	3,835.63	-	-	1,043,035.03
01/10/19	9,816.02	4,658.54	-	-	1,048,870.56
01/11/19	9,297.76	1,666.85	-	-	1,018,056.67
01/14/19	21,344.67	2,368.36	-	-	1,037,132.98
01/15/19	22,195.94	2,075.50	-	-	1,055,129.37
01/16/19	33,014.21	2,473.43	-	-	1,085,789.33
01/17/19	23,507.89	4,764.34	-	-	1,104,700.62
01/18/19	8,970.45	3,543.40	-	-	1,110,242.68
01/22/19	24,675.06	4,938.47	-	-	1,130,279.30
01/23/19	32,760.12	3,409.88	-	-	1,164,619.56
01/24/19	26,571.85	5,594.23	-	-	1,180,397.18
01/25/19	9,265.23	8,070.51	-	-	1,182,437.37
01/28/19		3,951.80	3,951.80	-	1,178,485.57

Kapila/Mukamai

Exhibit D

SEC v. 1 Global Capital, LLC, and Carl Ruderman, Defendants, and
1 West Capital, LLC, Bright Smile Financing, LLC, BRR Block, Inc., Digi South, LLC, Ganador Enterprises, LLC, Media Pay,
LLC, Pay Now Direct, LLC and Ruderman Family Trust, Relief Defendants

Case No. 18-cv-61991-BB
United States District Court; Southern District of Florida

BrightSmile Financing, LLC

ACH Debit Analysis

August 23, 2018 through April 30, 2019 (Note 1)

Source: Statements for BridgeBank operating account ending 1343 ("BB-1343")

Date	Daily Incoming ACH Funds	Daily ACH Debits	ACH Debits in excess of Incoming ACH Funds	Outgoing transfers to receiver's account	Daily Ending Balance
01/29/19	33,190.06	2,233.13	-		1,174,690.85
01/30/19	20,416.13	1,029.67	-		1,194,822.76
01/31/19	4,389.54	5,310.76	921.22		1,194,020.47
02/01/19	33,262.22	4,793.38	-		1,222,539.31
02/04/19	33,283.02	2,560.14	-		1,253,430.19
02/05/19	27,475.03	6,025.51	-		1,269,987.47
02/06/19	21,186.88	9,337.35	-		1,265,289.64
02/07/19	8,791.80	4,784.81	-		1,265,202.82
02/08/19	8,689.30	1,808.77	-		1,272,873.47
02/11/19	19,307.52	1,158.27	-		1,291,241.65
02/12/19	28,288.41	1,692.40	-		1,317,837.66
02/13/19	7,363.34	2,316.27	-		1,288,290.96
02/14/19	10,198.33	3,915.88	-		1,294,573.41
02/15/19	10,011.42	2,428.68	-		1,294,285.89
02/19/19	33,012.74	2,403.50	-		1,323,137.33
02/20/19	32,930.81	2,623.95	-		1,353,836.11
02/21/19	33,268.77	3,396.49	-		1,343,230.44
02/22/19	16,013.19	4,227.26	-		1,334,979.03
02/25/19		4,576.88	4,576.88	996,083.97	1,062,374.48
02/26/19		1,618.62	1,618.62		64,701.89
02/28/19		208.55	208.55		64,493.34
03/21/19					62,592.92
03/25/19		76.37	76.37		62,516.55
04/09/19					62,861.45
04/23/19					62,842.15
04/25/19		738.70	738.70		62,103.45
Total	2,893,707.86	683,007.72		1,596,083.97	
Daily Average	\$ 24,316.87	\$ 5,294.63			

Note 1) There were no ACH Debits after 4/25/2019.

EXHIBIT E
TO THE
DECLARATION OF SONEET KAPILA

Exhibit E

**SEC v. 1 Global Capital, LLC, and Carl Ruderman, Defendants, and
1 West Capital, LLC, Bright Smile Financing, LLC, BRR Block, Inc., Digi South,
LLC, Ganador Enterprises, LLC, Media Pay, LLC, Pay Now Direct, LLC and
Ruderman Family Trust, Relief Defendants**

**Case No. 18-cv-61991-BB
United States District Court; Southern District of Florida**

**BrightSmile Financing, LLC
BridgeBank Collateral Account Analysis
August 23, 2018 through April 30, 2019**

Source: Statements for BridgeBank account ending 5484 ("BB-5484")

Date	Payee	Credits / Deposits	Debits / Checks	Ending Balance
08/23/18	Beginning Balance	\$ 3,004,630.04		\$ 3,004,630.04
08/31/18	Interest Credit	1,275.94		3,005,905.98
09/30/18	Interest Credit	1,235.30		3,007,141.28
10/31/18	Interest Credit	1,359.39		3,008,500.67
11/30/18	Interest Credit	1,483.65		3,009,984.32
12/31/18	Interest Credit	1,533.86		3,011,518.18
01/31/19	Interest Credit	1,534.64		3,013,052.82
02/28/19	Interest Credit	1,386.83		3,014,439.65
03/31/19	Interest Credit	1,536.13		3,015,975.78
04/30/19	Interest Credit	1,487.34		3,017,463.12
Bank Activity Total		\$ 3,017,463.12	\$ -	\$ 3,017,463.12

Tabas & Soloff, P.A.
 The Ingraham Building
 25 S.E. 2nd Avenue, Suite 248
 Miami, FL 33131
 Office: 305-375-8171
 Fax: 305-381-7708
 EIN: 65-0094704

Western Alliance Bank
 c/o Monique D. Jewett-Brewster
 Hopkins Carley
 70 South First Street
 San Jose, CA 95113

Invoice Number 156108
 August 31, 2018

Client ID: 30400

30400002 In re Bright Smiles

PROFESSIONAL SERVICES RENDERED THROUGH August 31, 2018

08/30/18	JDS	Review correspondence regarding SEC receivership case	0.20	350.00	70.00	NR NB IO
08/30/18	JDS	Research related to [REDACTED]	0.40	350.00	140.00	NR NB CO
08/31/18	JLT	Conference with M. Northrop regarding [REDACTED]	0.40	625.00	250.00	NR NB CO
08/31/18	JLT	Review various emails regarding [REDACTED]	0.40	625.00	250.00	NR NB CO
08/31/18	JLT	Telephone conference with co-counsel	0.30	625.00	187.50	NR NB IO
08/31/18	JLT	Review emails from co-counsel	0.20	625.00	125.00	NR NB IO
08/31/18	JLT	Telephone conference with co-counsel	0.20	625.00	125.00	NR NB IO
08/31/18	JLT	Revise finalize and file opposition to motion for order to show cause	0.70	625.00	437.50	NR NB
08/31/18	JLT	Review pro hac motions and email co-counsel	0.30	625.00	187.50	
08/31/18	SFS	Review all ECF filings and emails, research pro hac vice admission and [REDACTED] revise pro hac vice motions	3.00	450.00	1,350.00	NR NB CO IO
08/31/18	MKN	Legal research regarding [REDACTED] prepare supplemental language and case cites for Bank response to Receiver's emergency motion; including tcw J. Tabas, and review of Receiver	2.20	500.00	1,100.00	NR NB CO BB

August 31, 2018
 Invoice 156108
 30400002 In re Bright Smiles

Page 2

motion and related materials, and revisions

08/31/18 SFS Receipt and review motion granting emergency motion for order to show cause and various emails from M. Jewett-Brewster and J. Ross [REDACTED]

0.30 450.00

135.00 ^{NR} NB CO ID

TOTAL HOURS AND CHARGES 8.60

4,357.50

TOTAL OF CHARGES

4,357.50

<u>Fee Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
J. D. SILVER	0.60	350.00	210.00
J. L. TABAS	2.50	625.00	1,562.50
M. K. NORTHROP	2.20	500.00	1,100.00
S. F. SOLOFF	3.30	450.00	1,485.00
Total Fees	8.60		4,357.50

NEW BALANCE

4,357.50

THANK YOU FOR YOUR PROMPT PAYMENT

Tabas & Soloff, P.A.
 The Ingraham Building
 25 S.E. 2nd Avenue, Suite 248
 Miami, FL 33131
 Office: 305-375-8171
 Fax: 305-381-7708
 EIN: 65-0094704

Western Alliance Bank
 c/o Monique D. Jewett-Brewster
 Hopkins Carley
 70 South First Street
 San Jose, CA 95113

Invoice Number 156137
 September 30, 2018

Client ID: 30400

30400002 In re Bright Smiles

PROFESSIONAL SERVICES RENDERED THROUGH September 30, 2018

09/01/18	JLT	Telephone conference with M. Jewitt Brewster and S. Soloff	1.40	625.00	875.00	NR NB IO
09/01/18	JLT	Telephone conference with K. Coffey	0.70	625.00	437.50	NR NB IO
09/01/18	JLT	Telephone conference with C. Throckmorton	0.60	625.00	375.00	NR NB IO
09/01/18	JLT	Telephone conference with J. Robinson	0.80	625.00	500.00	NR NB IO
09/01/18	JLT	Telephone conference with Kenny Nachwalter	0.60	625.00	375.00	NR NB IO
09/01/18	JLT	Prepare status update to co-counsel	1.00	625.00	625.00	NR NB IO
09/01/18	SFS	Receipt and review and respond to emails from J. Tabas and M. Jewett-Brewster regarding [REDACTED]; telephone conferences with J. Tabas; conference call with J. Tabas and M. Jewett-Brewster	1.30	450.00	585.00	NR NB IO
09/02/18	JLT	Review and prepare communications with counsel	0.80	625.00	500.00	NR NB IO
09/02/18	JLT	Conference with counsel	1.30	625.00	812.50	NR NB IO
09/02/18	JLT	Review various emails from co-counsel	0.50	625.00	312.50	NR NB IO
09/02/18	JLT	Conference with J. Robinson and Hopkins & Carley	0.90	625.00	562.50	NR NB IO

September 30, 2018
 Invoice 156137
 30400002 In re Bright Smiles

09/02/18	SFS	Conference with J. Tabas, M. Jewett-Brewster, J. Ross and J. Robinson	0.90	450.00	405.00	NR NB IO
09/03/18	SFS	Revise pro hac motion and prepare email to M. Jewett-Brewster, J. Tabas, J. Ross and J. Robinson	0.30	450.00	135.00	
09/04/18	SFS	Receipt and review email from J. Robinson regarding [REDACTED]	0.10	450.00	45.00	NR NB IO
09/04/18	JLT	Review email from J. Robinson regarding [REDACTED]	0.20	625.00	125.00	NR NB IO
09/06/18	SFS	Receipt and review [REDACTED] emails	0.10	450.00	45.00	NR NB IO
09/10/18	JLT	Telephone conference with J. Silver	0.40	625.00	250.00	NR NB IO
TOTAL HOURS AND CHARGES			11.90		6,965.00	

COSTS ADVANCED THROUGH September 30, 2018

09/01/18	Westlaw Research	284.38
	TOTAL COSTS	284.38
	TOTAL OF CHARGES	7,249.38

<u>Fee Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
J. L. TABAS	9.20	625.00	5,750.00
S. F. SOLOFF	2.70	450.00	1,215.00
Total Fees	11.90		6,965.00

08/31/18	PREVIOUS BALANCE	4,357.50
	TOTAL OF CHARGES	7,249.38
	<u>NEW BALANCE</u>	<u>11,606.88</u>

WHITE & CASE

Western Alliance Bank
 Hopkins & Carley, A Law Corporation
 70 South First Street
 San Jose, CA 95113

c/o Jay M. Ross, Esq.

RE: **Bright Smile** INVOICE NUMBER: **1400-18-01347**

White & Case LLP
 Southeast Financial Center, Suite 4900
 200 South Biscayne Boulevard
 Miami, Florida 33131-2352
 T +1 305 371 2700

OUR REF: **1564666-0002** INVOICE DATE: **11 October 2018**

For professional services for the period ending 30 September 2018

Federal Identification Number:
 13-5605970

whitecase.com

USD

TOTAL PROFESSIONAL FEES: 30,986.50

COSTS AND DISBURSEMENTS: 150.00

TOTAL DUE: 31,136.50

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP using the following indications:

Currency: USD SWIFT/BIC: CHASUS33
 Bank Name: JPMorgan Chase
 Account Number: 301177137265
 ABA Number: 021000021

Please quote invoice number 1400-18-01347 in payment details. Alternatively, payment can be made via check to "White & Case LLP" as payee, referencing 1564666-0002 to our remittance address: White & Case LLP, 23802 Network Place, Chicago, IL 60673-1238.

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

For professional services for the period ending 30 September 2018

DATE	DESCRIPTION	TIMEKEEPER	HOURS
3 September 2018	Review pleadings, emails and other background materials regarding [REDACTED]	J Robinson NR NB CO ID	2.50
4 September 2018	Complete review of bank agreements and court filings (1.7). Call with Monique [REDACTED] (0.5).	J Robinson NR NB CO	2.20
4 September 2018	Drafted notices of appearance; revised motion for pro hac vice; conference call with co-counsel and client to discuss [REDACTED] reviewed background documents.	M Cole NR NB CO ID	6.20
5 September 2018	Multiple calls and emails with opposing counsel and co-counsel on potential settlement (2.0). Prepare outline and collect materials for [REDACTED] (2.8). Revise, finalize and file notices of appearance and motions to appear pro hac vice (0.5).	J Robinson NR NB CO	5.30
5 September 2018	Call with J. Robinson re [REDACTED]	M Cole NR NB CO	0.20
5 September 2018	Finalized proposed motions to appear pro hac vice and notices of appearance; filed same.	M Cole NR	2.40
5 September 2018	Meeting with J. Robinson re [REDACTED]	M Cole NR NB CO	1.10
5 September 2018	Reviewed background documents in preparation for [REDACTED]	M Cole NR NB CO	1.10
6 September 2018	Revise, finalize and file response to order to show cause and supporting declarations (2.5). Prepare direct outline, cross outlines, exhibits and other materials for evidentiary hearing on order to show cause (3.8). Calls with receiver and client [REDACTED] and prepare and file agreed order on same (1.4).	J Robinson NR NB	7.70
6 September 2018	Meeting with J. Robinson to discuss [REDACTED]	M Cole NR NB CO	0.60
6 September 2018	Prepared for order to show cause hearing.	M Cole NR NB	2.40
6 September 2018	Prepared response and declarations in support of response to emergency motion for osc why WAB should not be held in contempt.	M Cole NR NB	2.90
6 September 2018	Retrieve cited cases in response to order to show cause.	D Estrabao NR NB	0.50
11 September 2018	Conference call with co-counsel on strategy for [REDACTED]	J Robinson NR NB CO	0.50
11 September 2018	Add case and docket key dates in calendaring system.	D Estrabao NR NB	0.50
12 September 2018	Correspondence with counsel for Receiver on account issues and update to co-counsel on same.	J Robinson NR NB	0.30

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

DATE	DESCRIPTION	TIMEKEEPER	HOURS
13 September 2018	Calls with CA counsel on [REDACTED] (0.3). Calls and emails with Receiver counsel on same (0.2).	J Robinson	NR NB CD ID 0.50
14 September 2018	Emails to and from Receiver and to and from co-counsel on [REDACTED] issues.	J Robinson	NR NB CD ID 0.40
18 September 2018	Review subpoena from G Freedman (0.3). Confer with Jay Ross on [REDACTED] (0.3).	J Robinson	CD 0.60
19 September 2018	Review and revise motion for comfort order (0.6). Emails with co-counsel regarding [REDACTED] (0.2).	J Robinson	NR NB CD 0.80
19 September 2018	Analyzed motion re comfort order.	M Cole	NR NB 0.10
20 September 2018	Call with Receiver on termination and related issues (0.6). Update to client on [REDACTED] (0.2). Call with client on [REDACTED] (0.5).	J Robinson	NR NB CD 1.30
20 September 2018	Meeting with Jim Robinson re [REDACTED]	M Cole	NR NB CD 0.30
21 September 2018	Memo to Receiver with courtesy copy of termination notice (0.1). Finalize and file motion for comfort order and exhibits (0.5). Confer with Receiver on subpoena topics (0.2).	J Robinson	NR ND CAS to first 2 entries 0.80
21 September 2018	Finalized motion for comfort order and supporting declarations.	M Cole	NR NB 1.20
24 September 2018	Set up m drive for filings and client files.	M Cole	NR NB 0.20
25 September 2018	Create and organize electronic case file folder to include requested documents;	D Estrabao	NR NB 0.20
26 September 2018	Prepare for and then attend conference call with Receiver's counsel on scope of subpoena (0.6). Revise [REDACTED] to co-counsel (0.2).	J Robinson	NR NB CD CAS to last entry 0.80
26 September 2018	Reviewed subpoena from receiver; call with receiver's counsel re limiting subpoena; communicated with co-counsel re [REDACTED]	M Cole	CD BB 2.10
26 September 2018	Reviewed and analyzed amended complaint for [REDACTED]	M Cole	NR NB CD 0.40
27 September 2018	Multiple emails with co-counsel and receiver on issues relating to subpoena and respond to motion to terminate.	J Robinson	NR NB BB 0.80
27 September 2018	Analyzed amended complaint for [REDACTED] communicated with co-counsel re [REDACTED]	M Cole	NR NB CD 1.00
28 September 2018	Prepare for and attend follow up call with Receiver on subpoena and motion for extension (0.6). Update to co-counsel on [REDACTED] (0.4). Review and revise proposed search terms and confer with M Cole on [REDACTED] (0.4).	J Robinson	1.40
28 September 2018	Call with receiver's counsel re subpoena and extension of time to respond to motion for comfort order.	M Cole	0.60
28 September 2018	Created search terms in response to subpoena; communicated with receiver's counsel re search terms.	M Cole	BB 0.80

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

TIMEKEEPER SUMMARY	HOURS	RATE	USD
J Robinson	25.90	755.00	19,554.50
M Cole	23.60	475.00	11,210.00
D Estrabao	1.20	185.00	222.00
TOTAL	50.70		30,986.50

DISBURSEMENT SUMMARY	USD
Filing Fees	150.00
TOTAL	150.00

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

DATE	DESCRIPTION	TIMEKEEPER	HOURS
TOTAL			50.70

WHITE & CASE

Western Alliance Bank
 Hopkins & Carley, A Law Corporation
 70 South First Street
 San Jose, CA 95113

c/o Jay M. Ross, Esq.

RE: **Bright Smile** INVOICE NUMBER: **1400-18-01517**

OUR REF: 1564666-0002 INVOICE DATE: 12 November 2018

For professional services for the period ending 31 October 2018

White & Case LLP
 Southeast Financial Center, Suite 4900
 200 South Biscayne Boulevard
 Miami, Florida 33131-2352
 T +1 305 371 2700

Federal Identification Number:
 13-5605970

whitecase.com

USD

TOTAL PROFESSIONAL FEES: 14,686.00

TOTAL DUE: 14,686.00

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP using the following indications:

Currency: USD SWIFT/BIC: CHASUS33
 Bank Name: JPMorgan Chase
 Account Number: 301177137265
 ABA Number: 021000021

Please quote invoice number 1400-18-01517 in payment details. Alternatively, payment can be made via check to "White & Case LLP" as payee, referencing 1564666-0002 to our remittance address: White & Case LLP, 23802 Network Place, Chicago, IL 60673-1238.

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

For professional services for the period ending 31 October 2018.

DATE	DESCRIPTION	TIMEKEEPER	HOURS
1 October 2018	Follow up calls and emails with receiver on subpoena scope (0.4). Review draft response to motion for extension (0.3). Exchange emails with co-counsel on [REDACTED] (0.2).	J Robinson NR NB CO (last 2 entries)	0.90
1 October 2018	Analyzed search terms proposed by receiver's counsel and communicated [REDACTED] to J. Robinson.	M Cole NR CO	1.20
2 October 2018	Review motion for extension filed by Receiver (0.4). Revise, finalize and file response to motion for extension (1.5).	J Robinson NR NB	1.90
2 October 2018	Prepare update to co-counsel regarding [REDACTED]	J Robinson NR NB CO	0.60
2 October 2018	Reviewed motion for extension of time and revised response in opposition.	M Cole NR NB	0.60
3 October 2018	Reviewed order re motion for extension of time to respond to motion for comfort order and communicated with co-counsel re [REDACTED]	M Cole NR NB CO	0.20
8 October 2018	Communicated with co-counsel re [REDACTED]	M Cole NR NB CO	0.20
10 October 2018	Communicated with accounting and co-counsel re [REDACTED]	M Cole NR NB CO	0.30
15 October 2018	Review updates on client document production and confer with M Cole on [REDACTED]	J Robinson CO	0.20
16 October 2018	Review updates on document production. Review multiple emails on ACH issues with Receiver. Confer with team [REDACTED]	J Robinson NR NB CO BB	0.60
16 October 2018	Reviewed emails re [REDACTED] communicated with co-counsel re [REDACTED]	M Cole NR NB CO	0.20
17 October 2018	Prepare for and attend call with Jay Ross on open discovery items (0.5). Review and finalize objections to subpoena and cover letter to counsel on same and also review our document production generally (0.9).	J Robinson	1.40
17 October 2018	Call with J. Robinson and J. Ross re [REDACTED]	M Cole NR NB CO	0.70
17 October 2018	Drafted cover letter for WAB's production of documents; emailed production and responses and objections to subpoena to receiver; reviewed and revised responses and objections to subpoena; communicated with co-counsel and team re [REDACTED]	M Cole CO BB	1.80
18 October 2018	Follow up with Receiver counsel and coordinate conference call (0.1). Review updated production documents and cover letter to Receiver on same (0.7).	J Robinson	0.80
18 October 2018	Drafted cover letter for production and reviewed production; communicated with team re [REDACTED] emailed cover letter and production to Receiver.	M Cole CO BB	0.90

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

DATE	DESCRIPTION	TIMEKEEPER	HOURS
21 October 2018	Prepared for call with receiver to discuss esi and direct conversations with WAB.	M Cole	0.60
22 October 2018	Prepare for and attend conference call with Receiver (0.3). Confer with M Cole and review updates to co-counsel [REDACTED] (0.5).	J Robinson	0.80
22 October 2018	Communicated with co-counsel re [REDACTED]	M Cole	0.60
22 October 2018	Prepared for call with receiver re search terms and call with receiver re search terms.	M Cole	0.50
22 October 2018	Communicated with team re [REDACTED]	M Cole	0.60
23 October 2018	Review and respond to Receiver email (0.4). Multiple emails with co-counsel and confer with M Cole [REDACTED] (0.9).	J Robinson	1.30
23 October 2018	Drafted letter to G. Freedman re communications with Bank; researched [REDACTED] communicated with J. Robinson re [REDACTED]	M Cole	1.90
23 October 2018	Reviewed email from receiver's counsel re date restriction for searches, responses & objections to subpoena, and redactions; reviewed redactions applied by WAB and responses and objections, and communicated with team re [REDACTED] Revised response to receiver's counsel re redactions, responses and objections to subpoena, and date restriction for searches;	M Cole	1.90
23 October 2018	Prepared for call with co-counsel re [REDACTED] call with co-counsel re same and discussion with J. Robinson re [REDACTED]	M Cole	1.90
24 October 2018	Finalize and transmit letter to G Freedman on client contacts (0.2). Review and respond to follow up message from G Freedman and prepare update to client on [REDACTED] (0.2).	J Robinson	0.40
25 October 2018	Review motion to extend receivership.	J Robinson	0.40
25 October 2018	Reviewed filing by receiver re extending receivership over ruderman trust and bright smile trust; communicated with team [REDACTED]	M Cole	0.30
26 October 2018	Reviewed redactions and communicated with co-counsel re [REDACTED]	M Cole	1.10
28 October 2018	Review memo on [REDACTED] and provide update to team on [REDACTED]	J Robinson	0.40
TOTAL			25.20

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

TIMEKEEPER SUMMARY	HOURS	RATE	USD
J Robinson	9.70	755.00	7,323.50
M Cole	15.50	475.00	7,362.50
TOTAL	25.20		14,686.00

WHITE & CASE

Western Alliance Bank
Hopkins & Carley, A Law Corporation
70 South First Street
San Jose, CA 95113

c/o Jay M. Ross, Esq.

RE: Bright Smile **INVOICE NUMBER: 1400-18-01712**

OUR REF: 1564666-0002 **INVOICE DATE: 11 December 2018**

For professional services for the period ending 30 November 2018

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352
T +1 305 371 2700

Federal Identification Number:
13-5605970

whitecase.com

USD

TOTAL PROFESSIONAL FEES: 2,539.00

TOTAL DUE: 2,539.00

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP using the following indications:

Currency: USD **SWIFT/BIC:** CHASUS33
Bank Name: JPMorgan Chase
Account Number: 301177137265
ABA Number: 021000021

Please quote invoice number 1400-18-01712 in payment details. Alternatively, payment can be made via check to "White & Case LLP" as payee, referencing 1564666-0002 to our remittance address: White & Case LLP, 23802 Network Place, Chicago, IL 60673-1238.

WHITE & CASE

Western Alliance Bank
 RE: Bright Smile

OUR REF: 1564666-0002

For professional services for the period ending 30 November 2018

DATE	DESCRIPTION	TIMEKEEPER	HOURS
1 November 2018	Review motion and consent order filed by Receiver.	J Robinson NR	0.40
6 November 2018	Call with Tabas on 1Global case issues related to Bright Smile (0.3). Review updates from team [REDACTED] (0.2).	J Robinson CO (Second entry)	0.50
6 November 2018	Communicated with co-counsel re [REDACTED]	M Cole NR NB CO	0.10
8 November 2018	Review [REDACTED] from client and confer with team on same.	J Robinson NR NB CO	0.20
9 November 2018	Review court filings from this week.	J Robinson NR NB IO	0.40
15 November 2018	Review [REDACTED] and confer with M Cole on same.	J Robinson NR NB IO	0.30
30 November 2018	Review initial report filed by Receiver and provide update to co-counsel on same.	J Robinson NR NB	1.50
TOTAL			3.40

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

TIMEKEEPER SUMMARY	HOURS	RATE	USD
J Robinson	3.30	755.00	2,491.50
M Cole	0.10	475.00	47.50
TOTAL	3.40		2,539.00

WHITE & CASE

Western Alliance Bank
 Hopkins & Carley, A Law Corporation
 70 South First Street
 San Jose, CA 95113

c/o Jay M. Ross, Esq.

RE: **Bright Smile** INVOICE NUMBER: **1400-19-00049**

White & Case LLP
 Southeast Financial Center, Suite 4900
 200 South Biscayne Boulevard
 Miami, Florida 33131-2352
 T +1 305 371 2700

OUR REF: 1564666-0002 INVOICE DATE: 17 January 2019

For professional services for the period ending 31 December 2018

Federal Identification Number:
 13-5605970

whitecase.com

USD

TOTAL PROFESSIONAL FEES: 4,364.50

TOTAL DUE: 4,364.50

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP using the following indications:

Currency: USD SWIFT/BIC: CHASUS33
 Bank Name: JPMorgan Chase
 Account Number: 301177137265
 ABA Number: 021000021

Please quote invoice number 1400-19-00049 in payment details. Alternatively, payment can be made via check to "White & Case LLP" as payee, referencing 1564666-0002 to our remittance address: White & Case LLP, 23802 Network Place, Chicago, IL 60673-1238.

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

For professional services for the period ending 31 December 2018

DATE	DESCRIPTION	TIMEKEEPER	HOURS
4 December 2018	Confer with co-counsel on [REDACTED]	J Robinson NR NB CD	0.20
5 December 2018	Review updates from co-counsel and prepare draft letter to Receiver counsel. Review comments on same.	J Robinson NR NB IO	1.20
6 December 2018	Review comments from co-counsel and revise letter to Receiver accordingly.	J Robinson NR NB IO	0.60
11 December 2018	Review letter from Receiver counsel and provide update to client [REDACTED]	J Robinson NR NB IO	0.30
17 December 2018	Review order from court and proposed report from receiver (0.5). Call with co-counsel on [REDACTED] (0.8). Revise and finalize report for filing and emails to counsel [REDACTED] (0.6).	J Robinson NR NB CD IO	1.90
17 December 2018	Reviewed status report drafted by opposing counsel re status of bridge bank's production; call with co-counsel re [REDACTED]	M Cole NR CD	1.10
17 December 2018	Communicated with team re [REDACTED] reviewed revised status report re Bridge Bank's productions.	M Cole NR CD	0.30
27 December 2018	Follow up with co-counsel on [REDACTED] Prepare outline for updated status report.	J Robinson NR NB CD	0.40
28 December 2018	Review orders from court on Receiver motions. Review update from co-counsel on [REDACTED]	J Robinson NR NB CD	0.30
TOTAL			6.30

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

TIMEKEEPER SUMMARY	HOURS	RATE	USD
J Robinson	4.90	755.00	3,699.50
M Cole	1.40	475.00	665.00
TOTAL	6.30		4,364.50

WHITE & CASE

Western Alliance Bank
Hopkins & Carley, A Law Corporation
70 South First Street
San Jose, CA 95113

c/o Jay M. Ross, Esq.

RE: **Bright Smile** INVOICE NUMBER: **1400-19-00213**

OUR REF: **1564666-0002** INVOICE DATE: **28 February 2019**

For professional services for the period ending 31 January 2019

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352
T +1 305 371 2700

Federal Identification Number:
13-5605970

whitecase.com

USD

TOTAL PROFESSIONAL FEES: 7,565.00

TOTAL DUE: 7,565.00

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP using the following indications:

Currency: USD SWIFT/BIC: CHASUS33
Bank Name: JPMorgan Chase
Account Number: 301177137265
ABA Number: 021000021

Please quote invoice number 1400-19-00213 in payment details. Alternatively, payment can be made via check to "White & Case LLP" as payee, referencing 1564666-0002 to our remittance address: White & Case LLP, 23802 Network Place, Chicago, IL 60673-1238.

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

For professional services for the period ending 31 January 2019

DATE	DESCRIPTION	TIMEKEEPER	HOURS
3 January 2019	Email exchange with co-counsel on [REDACTED]	J Robinson NR NB CO	0.10
5 January 2019	Brief review of document production by Bank.	J Robinson NR NB	0.60
7 January 2019	Communicated with team re [REDACTED]	M Cole NR NB CO	0.20
8 January 2019	Review updates on document production. Review overview of document summary from production.	J Robinson	0.40
16 January 2019	Review court order on updated report. Email exchange with opposing counsel on same. Review [REDACTED] from co-counsel. Conference call with co-counsel.	J Robinson NR NB CO ID	1.10
16 January 2019	Call with co-counsel re [REDACTED]	M Cole NR NB CO	0.50
16 January 2019	Prepared for call to discuss discovery; communicated with team re [REDACTED] reviewed [REDACTED] for responsiveness.	M Cole NR NB CO	0.40
17 January 2019	Review proposed joint statement report. Update to co-counsel and then to opposing counsel on same. Call with G Freedman on production status. Update to co-counsel [REDACTED]	J Robinson NR NB	0.60
17 January 2019	Reviewed and analyzed status report on Bridge Bank's production and communicated with team [REDACTED]	M Cole NR NB	0.40
21 January 2019	Reviewed and analyzed Motion to Approve Bright Smile Asset Sale and Purchase Agreement filed by receiver.	M Cole	0.10
23 January 2019	Filed amended notice of compliance with subpoena; communicated with co-counsel [REDACTED]	M Cole NR	0.60
24 January 2019	Review and respond to emails from opposing counsel. Call with counsel [REDACTED]	J Robinson NR CO	0.40
24 January 2019	Researched [REDACTED] communicated with team re [REDACTED] and reviewed emails re [REDACTED]	M Cole NR NB CO	0.40
28 January 2019	Review updates on settlement with Receiver on transfer of relationship from Bridge Bank. Exchange emails with co-counsel [REDACTED]	J Robinson	0.40
29 January 2019	Review response to motion for comfort order. Updates to co-counsel [REDACTED]	J Robinson NR NB CO	1.30
29 January 2019	Reviewed receiver's response to motion for comfort order and emails with co-counsel [REDACTED]	M Cole NR NB CO	0.40
29 January 2019	Reviewed emails re [REDACTED] reviewed productions.	M Cole NR NB CO	0.30

WHITE & CASE

Western Alliance Bank
 RE: Bright Smile

OUR REF: 1564666-0002

DATE	DESCRIPTION	TIMEKEEPER	HOURS
30 January 2019	Review request from co-counsel [REDACTED] Confer with M Cole on [REDACTED]	J Robinson	NR NB CD 0.50
30 January 2019	Communicated with team and co-counsel re [REDACTED] [REDACTED] reviewed files and production of documents re same.	M Cole	NR NB CD 2.30
TOTAL			11.00

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

TIMEKEEPER SUMMARY	HOURS	RATE	USD
J Robinson	5.40	815.00	4,401.00
M Cole	5.60	565.00	3,164.00
TOTAL	11.00		7,565.00

WHITE & CASE

Western Alliance Bank
Hopkins & Carley, A Law Corporation
70 South First Street
San Jose, CA 95113

c/o Jay M. Ross, Esq.

RE: **Bright Smile** INVOICE NUMBER: **1400-19-00324**

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352
T +1 305 371 2700

OUR REF: 1564666-0002 INVOICE DATE: 20 March 2019

For professional services for the period ending 28 February 2019

Federal Identification Number:
13-5605970

whitecase.com

USD

TOTAL PROFESSIONAL FEES: 7,109.00

TOTAL DUE: 7,109.00

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP using the following indications:

Currency: USD SWIFT/BIC: CHASUS33
Bank Name: JPMorgan Chase
Account Number: 301177137265
ABA Number: 021000021

Please quote invoice number 1400-19-00324 in payment details. Alternatively, payment can be made via check to "White & Case LLP" as payee, referencing 1564666-0002 to our remittance address: White & Case LLP, 23802 Network Place, Chicago, IL 60673-1238.

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

For professional services for the period ending 28 February 2019

DATE	DESCRIPTION	TIMEKEEPER	HOURS
4 February 2019	Review draft response to motion to approve sale. Emails to and from co-counsel on ██████ Finalize and file response.	J Robinson NR NB CO	0.60
4 February 2019	Reviewed and analyzed motion to approve bright smile asset sale and purchase agreement, Asset Purchase and Sale agreement, and responses to motion to approve bright smile asset sale and purchase agreement; communicated with team re ██████ reviewed draft response to motion to approve and emails re ██████	M Cole NR NB CO BB	1.30
5 February 2019	Review and finalize reply in support of motion for comfort order. Review and finalize proposed order. Exchange messages with co-counsel on ██████ Review correspondence to Receiver on additional document production.	J Robinson NR NB CO BB	1.20
5 February 2019	Communicated with team and co-counsel re ██████ reviewed draft reply to motion for comfort order.	M Cole NR NB CO	0.40
6 February 2019	Review reply in support of motion for sale and supporting case law on same.	J Robinson NR NB	0.50
6 February 2019	Reviewed and analyzed receiver's reply in support of its motion to approve sale of bright smile's assets.	M Cole NR NB	0.30
8 February 2019	Review receiver motion for leave to file sur-reply and supporting authorities for same.	J Robinson NR NB	0.50
11 February 2019	Review and respond to email from co-counsel regarding ██████ Review filed sur-reply and supporting documents and authorities.	J Robinson NR NB CO BB	0.80
11 February 2019	Reviewed and analyzed surreply to motion for comfort order.	M Cole NR NB	0.20
12 February 2019	Review exhibits to sur-reply and prepare outline for our motion for leave. Prepare for and attend conference call with co-counsel on ██████ Review and revise motion for leave. File motion for leave.	J Robinson NR NB CO BR	1.50
15 February 2019	Reviewed order on motions for comfort order and asset sale.	M Cole	0.10
15 February 2019	Docket upcoming deadlines.	M Rivera NR	0.10
19 February 2019	Review new filings from receiver regarding potential sale. Review and respond to memo from co-counsel on ██████	J Robinson NR CO BB	0.70
19 February 2019	Reviewed and analyzed notice filed by receiver re chargebacks and maintaining funds in account.	M Cole	0.10
20 February 2019	Review orders from court on comfort order. Exchange emails with co-counsel on ██████	J Robinson NR CO BB	0.70
20 February 2019	Reviewed court's order on motions for comfort order and approval of bright smile's asset sale and reviewed communications with team re ██████	M Cole NR CO	0.40

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

DATE	DESCRIPTION	TIMEKEEPER	HOURS
26 February 2019	Review correspondence to and from receiver on transfer of ACH and next steps following sale of assets.	J Robinson	0.20
28 February 2019	Review, Code and Scan key documents to Case Management Database.	D Estrabao <i>NR</i>	0.20
TOTAL			9.80

WHITE & CASE

Western Alliance Bank
RE: Bright Smile

OUR REF: 1564666-0002

TIMEKEEPER SUMMARY	HOURS	RATE	USD
J Robinson	6.70	815.00	5,460.50
M Cole	2.80	565.00	1,582.00
M Rivera	0.10	225.00	22.50
D Estrabao	0.20	220.00	44.00
TOTAL	9.80		7,109.00

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

September 26, 2018

Invoice #: 494002
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 11,839.05
Total Expenses	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 11,839.05

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 494002

September 26, 2018

PROFESSIONAL SERVICES RENDERED

Date	Description of Service	Hours	Amount
8/10/18	MDJ Analyze and review correspondence from Stachura (Paychex) and Attorney Haynes (counsel for debtor) regarding payment of Bright Smile's payroll. NR	.60	229.50
8/10/18	MDJ Confer with client regarding [REDACTED]	.50	191.25
8/23/18	MDJ Correspond with client regarding [REDACTED] NR CD	.20	76.50
8/23/18	MDJ Analyze and review order freezing Bright Smile Financing accounts at Bank.	.30	114.75
8/24/18	MDJ Analyze and review correspondence from client regarding [REDACTED] NR CD	.30	114.75
8/27/18	MDJ Strategize regarding [REDACTED] NR CD	.60	229.50
8/28/18	SJK Review emails and provide strategy to deal with [REDACTED] NR CD	.40	203.40
8/28/18	MDJ Correspond with Attorney Tabas (local counsel) regarding [REDACTED] NR NB CD	.20	76.50
8/28/18	MDJ Telephone conferences with Attorney Tabas (local counsel) regarding [REDACTED] NR NB CD	.40	153.00
8/28/18	MDJ Multiple correspondences with Attorney Freedman (counsel for the receiver) regarding status of Bright Smile ACH inbound transactions and interpretation of freeze order. NR NB	.60	229.50
8/28/18	MDJ Strategize regarding [REDACTED] NR NB CD	.40	153.00
8/29/18	MDJ Strategize regarding [REDACTED] NR NB CD	.20	76.50
8/29/18	MDJ Confer with client regarding [REDACTED] NR NB CD	.90	344.25
8/29/18	MDJ Correspond with Attorney Freeman and Attorney Newman (counsel for receiver) regarding processes for on-boarding receiver and clarification of misstatements regarding Bank's rejection of receiver's requests for assistance. NR NB	1.30	497.25
8/29/18	MDJ Analyze and review receiver's emergency motion and proposed order for clarification of freeze order and receivership order regarding Bank and other financial institutions. NR NB	.50	191.25
8/29/18	MDJ Confer with clients regarding [REDACTED] NR NB CD	.40	153.00
8/29/18	MDJ Telephone conference with client regarding [REDACTED] NR NB CD	.20	76.50
8/30/18	SJK Review communications from receiver counsel and address strategy for responding. NR CD	.40	203.40
8/30/18	JMR Conference with Attorneys Kottmeier and Jewett Brewster regarding [REDACTED] NR NB CD	.80	403.20
8/30/18	JMR Review and analyze District Court filings in SEC lawsuit.	.80	403.20
8/30/18	JMR Provide comments and instructions based upon same to Attorney Jewett Brewster regarding [REDACTED] NR NB CD	.20	100.80
8/30/18	JMR Review and analyze correspondence to and from counsel for Receiver regarding request to permit additional ACH transactions. NR	.20	100.80

HOPKINS & CARLEY

Invoice #: 494002

September 26, 2018

Date	Description of Service	Hours	Amount
8/30/18	JMR Review and provide comments on opposition to anticipated Emergency Motion for OSC Application by Receiver. NR NB	.80	403.20
8/30/18	MDJ Analyze and review evaluate receiver's order regarding scope of authority to compel Bank to accept ACH transactions without Bank's contractual protections. NR NB	.50	191.25
8/30/18	MDJ Telephone conference with client regarding [REDACTED] NR NB CD	.50	191.25
8/30/18	MDJ Multiple conferences with client regarding [REDACTED] NR NB CD	1.50	573.75
8/30/18	MDJ Telephone conference with Attorney Freedman (counsel for receiver) regarding ACH transactions and cooperation with receiver.	.30	114.75
8/30/18	MDJ Confer with Attorney Tabas (local counsel) regarding [REDACTED] NR CD	.30	114.75
8/30/18	MDJ Analyze and review Bank's banking documents with Bright Smile regarding [REDACTED] NR CD	.70	267.75
8/30/18	MDJ Prepare detailed correspondence to Attorney Freedman (counsel for receiver) regarding receiver's failure to comply with Bank's on-boarding procedures and provisions for ACH inbound transactions and refusal to increase Bright Smile's ACH limits. NR NB	.90	344.25
8/30/18	MDJ Analyze and review receiver's draft emergency motion for order to show cause why Bank should not be held in contempt. NR NB	.70	267.75
8/30/18	MDJ Telephone conference with client, CEO Snead and Jeanne (Bright Smile), Attorney Freedman and Attorney Newman (counsel for receiver), and Attorney Sale (receiver) regarding basis for ACH debit limitations. NR NB	.80	306.00
8/30/18	MDJ Analyze and review case docket for Bright Smile litigation regarding [REDACTED] NR CD	.40	153.00
8/30/18	MDJ Prepare preliminary opposition to emergency motion for order to show cause regarding contempt for refusing to comply with receiver's order (to increase ACH transaction limits). NR	.30	114.75
8/30/18	MDJ Legal research regarding [REDACTED] NR CD	1.20	459.00
8/31/18	JMR Conferences with Attorney Jewett-Brewster regarding [REDACTED] NR CD	.80	403.20
8/31/18	JMR Further revisions to opposition papers regarding same. NR ID	.40	201.60
8/31/18	JMR Call with local counsel regarding [REDACTED] NR CD	.20	100.80
8/31/18	JMR Review and analyze papers for permission to appear in Florida District Court.	.30	151.20
8/31/18	JMR Review and analyze Order regarding OSC Application. NR	.20	100.80
8/31/18	JMR Call with client and Attorney Jewett-Brewster regarding [REDACTED] NR CD	.30	151.20
8/31/18	MDJ Confer with Attorney Tabas (local counsel) and Attorney Ross regarding [REDACTED] NR NB CD	1.30	497.25
8/31/18	MDJ Analyze and review SEC litigation case docket regarding [REDACTED] NR CD	.40	153.00
8/31/18	MDJ Review and revise preliminary response to receiver's emergency motion for order to show case. NR NB	2.20	841.50

HOPKINS & CARLEY

Invoice #: 494002

September 26, 2018

Date	Description of Service	Hours	Amount
8/31/18	MDJ Analyze and review file copy of emergency motion for order to show cause for contempt. <i>NR NB</i>	.70	267.75
8/31/18	MDJ Confer with client regarding [REDACTED] <i>NR NB CO</i>	.50	191.25
8/31/18	MDJ Confer with Attorney Ross and Attorney Soloff (local counsel) regarding [REDACTED] <i>NR NB CO</i>	.50	191.25
8/31/18	MDJ Analyze and review SEC's unsealed complaint for injunctive and other relief against Bright Smile, et al.	.50	191.25
8/31/18	MDJ Correspond with client regarding [REDACTED] <i>NR NB CO</i>	.20	76.50
8/31/18	MDJ Analyze and review order granting emergency motion for order to show cause for contempt. <i>NR NB</i>	.60	229.50
8/31/18	MDJ Strategize regarding [REDACTED] <i>NR NB CO</i>	.70	267.75

TOTAL LEGAL FEES \$ 11,839.05

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Stephen J Kottmeier	Of Counsel	.80	508.50	406.80
Jay M Ross	Shareholder	5.00	504.00	2,520.00
Monique D Jewett-Brewster	Associate	23.30	382.50	8,912.25
		29.10		\$ 11,839.05

TOTAL THIS INVOICE \$ 11,839.05

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

October 10, 2018

Invoice #: 496158
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 37,706.40
Total Expenses	<u>\$ 754.27</u>
TOTAL THIS INVOICE	\$ 38,460.67

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 496158

October 10, 2018

PROFESSIONAL SERVICES RENDERED

Date	Description of Service	Hours	Amount
9/01/18	JMR Conference call with Attorneys Kottmeier and Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CO	.50	252.00
9/01/18	MDJ Multiple telephone conferences with Attorney Tabas and Attorney Soloff (local counsel) regarding [REDACTED] NR NB CO	.60	229.50
9/01/18	MDJ Confer with Attorney Kottmeier and Attorney Ross regarding [REDACTED] [REDACTED] NR NB CO	.40	153.00
9/01/18	MDJ Correspond with client regarding [REDACTED] [REDACTED]	.20	76.50
9/02/18	JMR Conference call with Attorney Jewett-Brewster and local counsel in Florida regarding [REDACTED] [REDACTED] NR NB CO	1.00	504.00
9/02/18	JMR Review and revise Attorney Jewett-Brewster e-memo to client regarding [REDACTED] NR NB CO	.40	201.60
9/02/18	MDJ Strategize regarding [REDACTED] [REDACTED] NR NB CO	.80	306.00
9/02/18	MDJ Telephone conferences with Attorney Tabas and Attorney Soloff (current local counsel), Attorney Robinson (potential local counsel) and Attorney Ross regarding [REDACTED] NR NB CO	1.60	612.00
9/02/18	MDJ Prepare and revise detailed report to client regarding [REDACTED] [REDACTED] NR NB CO	1.20	459.00
9/02/18	MDJ Prepare detailed correspondence to Attorney Robinson (local counsel in SEC litigation) regarding [REDACTED] [REDACTED] NR NB CO	1.30	497.25
9/03/18	JMR Correspond with Attorneys Robinson, Jewett-Brewster and Kottmeier regarding [REDACTED] [REDACTED] NR NB CO	.50	252.00
9/03/18	MDJ Review and finalize detailed correspondence to Attorney Robinson (local counsel in SEC litigation) regarding [REDACTED] [REDACTED] NR NB CO	1.20	459.00
9/04/18	JMR Review and provide comments regarding [REDACTED] [REDACTED] NR NB CO	.80	403.20
9/04/18	MDJ Correspond with Attorney Robinson regarding [REDACTED] NR NB CO	.20	76.50
9/04/18	MDJ Correspond with client regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
9/04/18	MDJ Telephone conference with Attorney Robinson (local counsel) and clients regarding [REDACTED] NR NB CO	.90	344.25
9/04/18	MDJ Analyze and review Bright Smile banking agreements regarding [REDACTED] [REDACTED] NR NB CO	.30	114.75
9/04/18	MDJ Confer with clients regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
9/04/18	MDJ Prepare all pleadings in support of opposition to entry of motion for order to show cause. NR NB	5.90	2,256.75
9/04/18	MDJ Analyze and review client's [REDACTED] NR NB CO	.40	153.00
9/05/18	SJK Provide revisions for opposition to motion by Receiver. NR NB	.70	355.95
9/05/18	JMR Communications with client regarding [REDACTED] [REDACTED] NR NB CO	2.40	1,209.60
9/05/18	JMR Communications with local counsel, Attorney Robinson, regarding [REDACTED] NR NB CO	1.50	756.00

HOPKINS & CARLEY

Invoice #: 496158

October 10, 2018

Date	Description of Service	Hours	Amount
9/05/18	JMR Conferences with Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	1.80	907.20
9/05/18	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.50	191.25
9/05/18	MDJ Telephone conference with Attorney Robinson and Attorney Cole (local counsel) and Attorney Ross regarding [REDACTED] NR NB CD	.60	229.50
9/05/18	MDJ Telephone conference with clients and Attorney Ross regarding [REDACTED] NR NB CD	.80	306.00
9/05/18	MDJ Strategize regarding [REDACTED] NR NB CD	.60	229.50
9/05/18	MDJ Telephone conference with Attorney Ross and clients regarding [REDACTED] NR NB CD	.20	76.50
9/05/18	MDJ Analyze and review correspondence from client regarding [REDACTED] NR NB CD	.20	76.50
9/05/18	MDJ Assemble all exhibits to declarations in support of WAB's response to order to show cause. NR NB	.70	267.75
9/06/18	JMR Communications with client regarding [REDACTED] NR NB CD	1.40	705.60
9/06/18	JMR Review and analyze Receiver's counsel's supplemental declaration regarding Order to Show Cause hearing. NR NB	.30	151.20
9/06/18	JMR Correspond with client team regarding [REDACTED] NR NB CD	.20	100.80
9/06/18	JMR Communications with local counsel, Attorney Robinson regarding [REDACTED] NR NB CD	1.20	604.80
9/06/18	JMR Conferences with Attorney Kottmeier regarding [REDACTED] NR NB CD NR NB CD	.20	100.80
9/06/18	MDJ Prepare for appearance at hearing on order to show cause on Receiver's request for contempt and sanctions (in Miami, Florida). NR NB CD	8.20	3,136.50
9/07/18	JMR Calls with client regarding [REDACTED] NR NB CD	.40	201.60
9/07/18	MDJ Return from cancelled hearing on order to show cause for Bank's purported refusal to comply with Receiver's instructions. NR NB	8.20	3,136.50
9/10/18	MDJ Confer with client regarding [REDACTED] NR NB CD	.20	76.50
9/11/18	SJK Analyze [REDACTED] NR NB CD	.40	203.40
9/11/18	JMR Conference with Attorneys Kottmeier and Jewett-Brewster regarding [REDACTED] NR NB CD	.40	201.60
9/11/18	MDJ Confer with Attorney Ross and Attorney Kottmeier regarding [REDACTED] NR NB CD	.40	153.00
9/11/18	MDJ Analyze and review correspondence from client regarding [REDACTED] NR NB CD	.20	76.50
9/11/18	MDJ Confer with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.20	76.50
9/11/18	MDJ Strategize with client regarding [REDACTED] NR NB CD	.70	267.75
9/12/18	JMR Correspond with client regarding [REDACTED] NR NB CD	.20	100.80

HOPKINS & CARLEY

Invoice #: 496158

October 10, 2018

Date	Description of Service	Hours	Amount
9/12/18	JMR Correspond with Attorney Jewett-Brewster and local counsel, Attorney Robinson, regarding [REDACTED] NR NB CD	.20	100.80
9/12/18	MDJ Analyze and review Receiver's demand for wire transfer to Bank United. NR	.40	153.00
9/12/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.20	76.50
9/12/18	MDJ Confer with Attorney Ross [REDACTED] NR NB CD	.40	153.00
9/13/18	JMR Communication with local counsel, Attorney Robinson, regarding [REDACTED] NR NB CD	.50	252.00
9/13/18	JMR Prepare e-memo regarding [REDACTED] NR NB CD	.20	100.80
9/13/18	MDJ Telephone conferences with Attorney Ross and Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.60	229.50
9/13/18	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding status of Receiver's intent to exit WAB banking relationship.	.20	76.50
9/13/18	MDJ Telephone conference with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.30	114.75
9/13/18	MDJ Confer with client regarding [REDACTED] NR NB CD	.40	153.00
9/17/18	JMR Review and analyze subpoena to client for documents.	.20	100.80
9/17/18	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.20	100.80
9/17/18	MDJ Correspond with client regarding [REDACTED] NR NB CD	.20	76.50
9/17/18	MDJ Prepare and revise motion and points and authorities in support of issuance of comfort order acknowledging termination of banking relationship. NR NB	4.20	1,606.50
9/17/18	MDJ Confer with client regarding [REDACTED] NR NB CD	.30	114.75
9/17/18	MDJ Analyze and review scope of subpoena categories of requests.	.40	153.00
9/17/18	MDJ Legal research regarding [REDACTED] NR NB CD	1.20	459.00
9/17/18	MDJ Correspond with client [REDACTED] NR NB CD	.20	76.50
9/18/18	JMR Review and revise Motion for Comfort Order regarding termination of contracts. NR NB	1.20	604.80
9/18/18	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.40	201.60
9/18/18	JMR Call with local counsel, Jim Robinson, regarding [REDACTED] NR NB CD	.40	201.60
9/18/18	JMR Communications with client regarding [REDACTED] NR NB CD	.50	252.00
9/18/18	MDJ Review and revise points and authorities in support of motion for comfort order acknowledging termination of banking agreements. NR NB	1.80	688.50
9/18/18	MDJ Correspond with client regarding [REDACTED] NR NB CD	.20	76.50
9/18/18	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding status of Receiver's provision of updated Bright Smile information required for compliance with FCC regulations.	.20	76.50

HOPKINS & CARLEY

Invoice #: 496158

October 10, 2018

Date	Description of Service	Hours	Amount
9/18/18	MDJ Prepare and revise client declaration in support of motion for comfort order confirming termination of banking agreements. NR NB CO	.50	191.25
9/18/18	MDJ Strategize regarding [REDACTED] NR NB CO	.20	76.50
9/18/18	MDJ Strategize regarding [REDACTED] NR NB CO	.80	306.00
9/18/18	MDJ Prepare counsel declaration in support of motion for comfort order to confirm termination of banking relationship. NR NB	.70	267.75
9/18/18	MDJ Telephone conference with clients and Attorney Ross regarding [REDACTED] NR NB CO	.50	191.25
9/19/18	JMR Correspond with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.30	151.20
9/19/18	MDJ Correspond with clients regarding [REDACTED] NR NB CO	.50	191.25
9/19/18	MDJ Strategize regarding [REDACTED] NR NB CO	.70	267.75
9/19/18	MDJ Review and revise all pleadings in support of motion for comfort order. NR NB	2.70	1,032.75
9/19/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.20	76.50
9/19/18	MDJ Analyze and review orders granting unopposed motions for asset freeze regarding [REDACTED] NR NB CO	.60	229.50
9/20/18	JMR Communications with local counsel, Attorney Robinson, regarding [REDACTED] NR NB CO	.60	302.40
9/20/18	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.30	151.20
9/20/18	JMR Review and revise notice of termination NR NB	.30	151.20
9/20/18	JMR Review and revise papers in support of motion for comfort order. NR NB	.50	252.00
9/20/18	MDJ Telephone conference with Attorney Robinson (local counsel) and Attorney Ross regarding [REDACTED] NR NB CO	.40	153.00
9/20/18	MDJ Prepare detailed correspondence to client regarding [REDACTED] NR NB CO	.60	229.50
9/20/18	MDJ Review and revise Bank's notice of termination of banking agreements. NR NB	1.10	420.75
9/20/18	MDJ Analyze and review detailed correspondence from Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.50	191.25
9/20/18	MDJ Telephone conference with client regarding [REDACTED] NR NB CO	.20	76.50
9/21/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.20	76.50
9/21/18	MDJ Correspond with clients regarding [REDACTED] NR NB CO	.20	76.50
9/21/18	MDJ Analyze and review file copies of motion for comfort order. NR NB	.20	76.50
9/21/18	MDJ Prepare correspondence to client regarding [REDACTED] NR NB CO	.40	153.00
9/23/18	MDJ Correspond with client regarding [REDACTED] NR NB CO	.20	76.50

HOPKINS & CARLEY

Invoice #: 496158

October 10, 2018

Date	Description of Service	Hours	Amount
9/23/18	MDJ Analyze and review Bright Smile's updated ACH return monitoring.	.20	76.50
9/24/18	MDJ Correspond with clients regarding [REDACTED] NR NB CO	.30	114.75
9/24/18	MDJ Telephone conference with client regarding [REDACTED] NR NB CO	.20	76.50
9/24/18	MDJ Correspond with client regarding [REDACTED] NR NB CO	.30	114.75
9/26/18	MDJ Correspond with Attorney Dodd (counsel for debtors) regarding agreed upon motion for relief from the automatic stay. NR NB (wrong case)	.40	153.00
9/26/18	MDJ Correspond with Attorney Cole (local counsel) regarding [REDACTED] NR NB CO	.40	153.00
9/26/18	MDJ Confer with clients regarding [REDACTED] NR NB CO	.50	191.25
9/27/18	JMR Correspond with local counsel Attorney Robinson regarding [REDACTED] NR NB CO	.30	151.20
9/27/18	JMR Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	100.80
9/27/18	MDJ Strategize regarding [REDACTED] NR NB CO	1.10	420.75
9/27/18	MDJ Correspond with client regarding [REDACTED] NR NB CO	.30	114.75
9/27/18	MDJ Analyze and review amended complaint filed in SEC litigation.	.30	114.75
9/27/18	MDJ Analyze and review correspondence from Attorney Cole (local counsel) regarding [REDACTED] NR NB CO	.30	114.75
9/27/18	MDJ Telephone conference with client regarding [REDACTED] NR NB CO	.20	76.50
9/27/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.30	114.75
9/27/18	MDJ Prepare detailed report to client regarding [REDACTED] NR NB CO	.90	344.25
9/28/18	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.30	151.20
9/28/18	MDJ Correspond with clients regarding [REDACTED] NR NB CO	.20	76.50
9/28/18	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.50	191.25
9/28/18	MDJ Analyze and review local rules regarding [REDACTED] NR NB CO	.20	76.50
9/28/18	MDJ Prepare opposition to Receiver's motion for extension of time to respond to motion for comfort order. NR NB	.20	76.50
9/30/18	JMR Review and revise anticipated opposition to Receiver's application to extend time for its response to client's motion for comfort order. NR NB	.30	151.20
9/30/18	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.10	50.40

HOPKINS & CARLEY

Invoice #: 496158

October 10, 2018

Date	Description of Service	Hours	Amount
9/30/18	MDJ Prepare opposition to Receiver's motion for extension of time to respond to motion for comfort order.	3.80	1,453.50
9/30/18	MDJ Analyze and review SEC docket regarding [REDACTED]	.20	76.50
TOTAL LEGAL FEES			\$ 37,706.40

NR NB

NR NB CD

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Stephen J Kottmeier	Of Counsel	1.10	508.50	559.35
Jay M Ross	Shareholder	20.20	504.00	10,180.80
Monique D Jewett-Brewster	Associate	70.50	382.50	26,966.25
91.80				\$ 37,706.40

EXPENSES

Date	Description	Amount
9/06/18	American Airlines, Flight to Miami, FL for hearing	754.27
TOTAL EXPENSES		\$ 754.27
TOTAL THIS INVOICE		\$ 38,460.67

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

November 20, 2018

Invoice #: 498303
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 15,143.85
Total Expenses	<u>\$ 14,854.37</u>
TOTAL THIS INVOICE	\$ 29,998.22

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 498303

November 20, 2018

PROFESSIONAL SERVICES RENDERED

Date	Description of Service	Hours	Amount
10/01/18	JMR Instruct Attorney Jewett-Brewster [REDACTED] [REDACTED] NR NB CD	.10	50.40
10/01/18	JMR Correspond with local counsel Jim Robinson regarding [REDACTED] [REDACTED] NR NB CD	.10	50.40
10/01/18	MDJ Analyze and review SEC docket regarding [REDACTED] [REDACTED] NR NB CD	.20	76.50
10/01/18	MDJ Review and finalize opposition to Receiver's motion for extension of time to respond to motion for comfort order. NR NB CD	.40	153.00
10/01/18	MDJ Correspond with Attorney Robinson and Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CD	.20	76.50
10/02/18	JMR Review and analyze motion to extend deadline for response to motion for comfort order. NR NB CD	.20	100.80
10/02/18	JMR Communication with and instruct Attorney Jewett Brewster regarding [REDACTED] [REDACTED] NR NB CD	.30	151.20
10/02/18	JMR Review and provide comments regarding [REDACTED] [REDACTED] NR NB CD	.20	100.80
10/02/18	JMR Correspond with local counsel regarding [REDACTED] NR NB CD	.20	100.80
10/02/18	JMR Communication with and instruct Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CD	.20	100.80
10/02/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] [REDACTED] NR NB CD	.70	267.75
10/02/18	MDJ Analyze and review all pleadings filed in support of Receiver's motion for extension. NR NB	.40	153.00
10/02/18	MDJ Correspond with client regarding [REDACTED] [REDACTED] NR NB CD	.30	114.75
10/02/18	MDJ Confer with Attorney Robinson (local counsel) regarding [REDACTED] [REDACTED] NR NB CD	.30	114.75
10/02/18	MDJ Review and evaluate local counsel's proposed changes to Bank's opposition to motion for extension. NR NB CD	.60	229.50
10/03/18	JMR Instruct Attorney Jewett Brewster regarding [REDACTED] [REDACTED] NR NB CD	.30	151.20
10/03/18	MDJ Analyze and review order granting Receiver's motion for extension of time to respond to motion for comfort order until Bank's production of documents subject to subpoena. NR NB	.40	153.00
10/03/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD [REDACTED]	.20	76.50
10/03/18	MDJ Telephone conference with client regarding [REDACTED] [REDACTED] NR NB CD	.30	114.75
10/03/18	MDJ Prepare correspondence to client regarding [REDACTED] [REDACTED] NR NB CD	.40	153.00
10/03/18	MDJ Prepare detailed correspondence to clients regarding [REDACTED] [REDACTED] NR NB CD	.80	306.00
10/08/18	MDJ Correspond with Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CD	.30	114.75

HOPKINS & CARLEY

Invoice #: 498303

November 20, 2018

Date	Description of Service	Hours	Amount
10/08/18	MDJ Correspond with clients regarding [REDACTED] [REDACTED] NR NB CO	.30	114.75
10/09/18	MDJ Confer with client regarding [REDACTED] [REDACTED] NR NB CO	.30	114.75
10/10/18	MDJ Correspond with Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/10/18	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding establishment of consumer ACH PPD credits.	.20	76.50
10/12/18	MDJ Analyze and review correspondence from client regarding [REDACTED] [REDACTED] NR NB CO	.40	153.00
10/13/18	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding Receiver's objections to procedures for establishment of consumer ACH PPD credits.	.20	76.50
10/14/18	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding consumer ACH PPD credit issues.	.20	76.50
10/15/18	MSF Attend to documents from client to be reviewed and processed for production to the receiver pursuant to third party subpoena.	.80	212.40
10/15/18	MSF Review bank documents, [REDACTED] [REDACTED] NR NB CO	.50	132.75
10/15/18	JMR Begin to analyze strategy for [REDACTED] [REDACTED] NR NB CO	.40	201.60
10/15/18	MDJ Correspond with client and Paralegal McCaleb regarding [REDACTED] [REDACTED] NR NB CO	.50	191.25
10/15/18	MDJ Telephone conference with client regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/15/18	MDJ Strategize regarding [REDACTED] [REDACTED] NR NB CO	.50	191.25
10/15/18	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.40	153.00
10/16/18	MSF Further review of client bank documents for [REDACTED] production. CO	1.20	318.60
10/16/18	JMR Correspond with local counsel, Attorney Johnson regarding [REDACTED] [REDACTED] NR NB CO	.40	201.60
10/16/18	JMR Analyze strategy related to [REDACTED] [REDACTED] NR NB CO	.30	151.20
10/16/18	JMR Correspond with client related to [REDACTED] [REDACTED] NR NB CO	.10	50.40
10/16/18	MDJ Prepare correspondence to client regarding [REDACTED] [REDACTED] NR NB CO	.30	114.75
10/16/18	MDJ Correspond with Attorney Cole (counsel for Trustee) regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/16/18	MDJ Analyze and review Bank documents regarding preparation for production pursuant to Receiver's subpoena.	1.80	688.50
10/17/18	MSF Final review and processing of bank documents for production to receiver pursuant to third party subpoena.	.90	238.95
10/17/18	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CO	.20	53.10

HOPKINS & CARLEY

Invoice #: 498303

November 20, 2018

Date	Description of Service	Hours	Amount
10/17/18	JMR Communications with client team regarding [REDACTED] [REDACTED] NR NB CO	2.00	1,008.00
10/17/18	JMR Communications with local counsel regarding [REDACTED] [REDACTED] NR NB CO	1.20	604.80
10/17/18	JMR Prepare objections to Receiver's Subpoena.	1.00	504.00
10/17/18	JMR Review and provide comments regarding [REDACTED] [REDACTED] NR NB CO	.30	151.20
10/17/18	JMR Review client documents for production.	.50	252.00
10/17/18	JMR Conferences with and instruct Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CO	.50	252.00
10/17/18	MDJ Attention to Bank's first rolling production of Bright Smile account-related documents. NR	2.30	879.75
10/17/18	MDJ Prepare objections to Receiver's subpoena.	1.40	535.50
10/17/18	MDJ Correspond with Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/17/18	MDJ Analyze and review correspondence from Paralegal McCaleb regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/18/18	MSF Attend to additional documents for production pursuant to third party subpoena from the receiver. NR	.80	212.40
10/18/18	MDJ Correspond with Attorney Robinson and Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.40	153.00
10/18/18	MDJ Attention to finalizing second rolling production [REDACTED] NR	.50	191.25
10/18/18	MDJ Analyze and review correspondence from client regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/18/18	NKN Revise electronic database to incorporate all recent production materials. NR NB	.60	72.90
10/18/18	NKN Finalize Bright Smile production documents for Attorney Jewett-Brewster.	.50	60.75
10/19/18	MDJ Attention to confirmation of production of [REDACTED] [REDACTED] CO	.20	76.50
10/22/18	JMR Correspond with local counsel regarding [REDACTED] [REDACTED] NR NB CO	.20	100.80
10/22/18	MDJ Correspond with Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.40	153.00
10/22/18	MDJ Review and evaluate [REDACTED] regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50
10/23/18	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CO	.40	106.20
10/23/18	JMR Communications with local counsel regarding [REDACTED] [REDACTED] NR NB CO	1.30	655.20
10/23/18	MDJ Analyze and review correspondence from Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.40	153.00
10/23/18	MDJ Telephone conference with Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.90	344.25
10/23/18	MDJ Analyze and review correspondence from client regarding [REDACTED] [REDACTED] NR NB CO	.20	76.50

HOPKINS & CARLEY

Invoice #: 498303

November 20, 2018

Date	Description of Service	Hours	Amount
10/23/18	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding objections to scope of redaction of consumer financial information. <i>NR</i>	.40	153.00
10/23/18	NKN Compile Bright Smile production documents and send to local counsel.	.40	48.60
10/26/18	JMR Conference call with client and Attorney Jewett-Brewster regarding [REDACTED] <i>NR NB CO</i>	.30	151.20
10/26/18	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] <i>NR NB CO</i>	.20	100.80
10/28/18	JMR Correspond with local counsel, Attorney Jim Robinson, regarding [REDACTED] <i>NR NB CO</i>	.20	100.80
10/28/18	JMR Correspond with client regarding [REDACTED] <i>NR NB CO</i>	.10	50.40
10/29/18	MDJ Correspond with Paralegal McCaleb regarding [REDACTED] <i>NR NB CO</i>	.40	153.00
10/29/18	MDJ Attention to search for [REDACTED] <i>NR NB CO</i>	.90	344.25
10/29/18	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] <i>NR NB CO</i>	.20	76.50
10/30/18	MSF Attend to revised search parameters for upcoming email production.	.60	159.30
10/30/18	MDJ Strategize regarding [REDACTED] <i>NR NB CO</i>	.80	306.00
TOTAL LEGAL FEES			\$ 15,143.85

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Mariellen S Facchino	Paralegal	5.40	265.50	1,433.70
Jay M Ross	Shareholder	10.60	504.00	5,342.40
Monique D Jewett-Brewster	Associate	21.40	382.50	8,185.50
Neelam Nandra	Case Assistant	1.50	121.50	182.25
38.90				\$ 15,143.85

EXPENSES

Date	Description	Amount
10/01/18	Hyatt, Bright Smile Hotel expense (OSC hearing in Miami, Florida)	168.37
10/31/18	Outside counsel, White & Case LLP	14,686.00
TOTAL EXPENSES		\$ 14,854.37
TOTAL THIS INVOICE		\$ 29,998.22

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

December 27, 2018

Invoice #: 500437
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 5,374.35
Total Expenses	<u>\$ 2,539.00</u>
TOTAL THIS INVOICE	\$ 7,913.35

Electronic Invoice

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 500437

December 27, 2018

PROFESSIONAL SERVICES RENDERED

Date		Description of Service	Hours	Amount
11/01/18	MSF	Attend to client documents redacted and produced to date and additional documents to be produced.	.70	185.85
11/01/18	JMR	Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	100.80
11/01/18	MDJ	Correspond with Paralegal McCaleb regarding [REDACTED] NR NB	.40	153.00
11/01/18	MDJ	Correspond with clients regarding [REDACTED] NR NB CO	.40	153.00
11/02/18	JMR	Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.40	201.60
11/02/18	MDJ	Confer with Attorney Ross regarding [REDACTED] NR NB CO	.60	229.50
11/02/18	MDJ	Correspond with client regarding [REDACTED] NR NB CO	.40	153.00
11/02/18	MDJ	Telephone conference with client regarding [REDACTED] NR NB CO	.30	114.75
11/06/18	MDJ	Analyze and review correspondence from Attorney Cole (local counsel) regarding [REDACTED] NR NB CO	.20	76.50
11/06/18	MDJ	Confer with client regarding [REDACTED] NR NB CO	.30	114.75
11/07/18	JMR	Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.30	151.20
11/07/18	MDJ	Telephone conferences with client regarding [REDACTED] NR NB CO	.30	114.75
11/20/18	MDJ	Telephone conference with client regarding [REDACTED] NR NB CO	.20	76.50
11/26/18	JMR	Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	100.80
11/26/18	MDJ	Telephone conference with client regarding [REDACTED] NR NB CO	.40	153.00
11/26/18	MDJ	Confer with Attorney Ross regarding [REDACTED] NR NB CO	.70	267.75
11/27/18	MSF	Attend to additional documents received from client for processing and review for potential production.	1.40	371.70
11/27/18	MDJ	Correspond with client regarding [REDACTED] NR NB CO	.20	76.50
11/27/18	MDJ	Attention to organization of client's electronic discovery (e-mails) in advance of document production.	.40	153.00
11/27/18	NKN	Download Bright Smile Financing production documents and add to electronic database per instruction of Attorney Jewett-Brewster [REDACTED] NR DC	2.40	291.60
11/28/18	MSF	Ongoing attention to additional client documents for review in database. NR	1.20	318.60
11/28/18	MDJ	Correspond with Attorney Cole (local counsel) regarding [REDACTED] NR NB CO	.30	114.75

HOPKINS & CARLEY

Invoice #: 500437

December 27, 2018

Date	Description of Service	Hours	Amount
11/28/18	NKN Review and compile Bright Smile e-mail production documents in electronic database and discuss with most efficient process to review documents with Attorney Jewett-Brewster. <i>NR</i>	1.90	230.85
11/29/18	MDJ Telephone conference with Attorney Bang regarding [REDACTED] <i>NR NB CD</i>	.20	76.50
11/29/18	MDJ Analyze and review client's emails regarding [REDACTED] <i>NR NB CD</i>	2.10	803.25
11/29/18	NKN Review electronic database to ensure correct production materials and data ranges are accessible for attorney review. <i>NR</i>	.90	109.35
11/30/18	JMR Review and analyze Receiver's status report.	.20	100.80
11/30/18	JMR Correspond with local counsel, Attorney Robinson regarding [REDACTED] <i>NR NB CD</i>	.20	100.80
11/30/18	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] <i>NR NB CD</i>	.10	50.40
11/30/18	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] <i>NR NB CD</i>	.20	76.50
11/30/18	MDJ Analyze and review Receiver's first status report. <i>NR</i>	.40	153.00
TOTAL LEGAL FEES			\$ 5,374.35

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Mariellen S Facchino	Paralegal	3.30	265.50	876.15
Jay M Ross	Shareholder	1.60	504.00	806.40
Monique D Jewett-Brewster	Associate	8.00	382.50	3,060.00
Neelam Nandra	Case Assistant	5.20	121.50	631.80
		18.10		\$ 5,374.35

EXPENSES

Date	Description	Amount
11/30/18	Outside counsel, White & Case LLP	2,539.00
TOTAL EXPENSES		\$ 2,539.00
TOTAL THIS INVOICE		\$ 7,913.35

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

January 30, 2019

Invoice #: 502763
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 21,334.50
Total Expenses	<u>\$ 4,364.50</u>
TOTAL THIS INVOICE	\$ 25,699.00

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 502763

January 30, 2019

PROFESSIONAL SERVICES RENDERED

Date	Description of Service	Hours	Amount
12/04/18	MSF Attend to client documents for Summation database. NR	.30	79.65
12/04/18	MDJ Attention to organization and review of documents to be produced pursuant to Receiver's subpoena. NR	.60	229.50
12/04/18	MDJ Telephone conference with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.30	114.75
12/04/18	MDJ Prepare correspondence to client regarding [REDACTED] NR NB CO	.40	153.00
12/04/18	MDJ Telephone conference with client regarding [REDACTED] NR NB CO	.30	114.75
12/05/18	JMR Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	100.80
12/05/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.70	267.75
12/06/18	JMR Correspond with local counsel, Attorney Robinson, regarding [REDACTED] NR NB CO	.20	100.80
12/06/18	JMR Propose revisions to [REDACTED]	.30	151.20
12/06/18	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	100.80
12/06/18	MDJ Strategize regarding [REDACTED] NR NB CO	.30	114.75
12/06/18	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding his delay in responding to meet and confer correspondence. NR	.30	114.75
12/11/18	JMR Review and analyze letter from counsel for Receiver responding to Status Conference Statement issues. NR	.20	100.80
12/11/18	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	100.80
12/11/18	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.40	153.00
12/12/18	MDJ Analyze and review correspondence file regarding [REDACTED] NR NB CO	.80	306.00
12/12/18	MDJ Prepare detailed timeline regarding discussions with Receiver's counsel [REDACTED] NR NB CO	1.90	726.75
12/13/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.50	191.25
12/13/18	MDJ Analyze and review client documents for [REDACTED] NR NB CO	3.20	1,224.00
12/14/18	MDJ Analyze and review all pleadings in support of Receiver and his counsel's request for fees. NR NB	.40	153.00
12/14/18	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.40	153.00
12/17/18	MSF Numerous communications with vendors regarding cost estimates for hosted databases (Relativity and Catalyst) including format of documents and size of files. NR	1.00	265.50

HOPKINS & CARLEY

Invoice #: 502763

January 30, 2019

Date	Description of Service	Hours	Amount
12/17/18	JMR Conferences with Attorney Jewett-Brewster and Attorney Robinson regarding [REDACTED] [REDACTED] NR NB CD	.80	403.20
12/17/18	JMR Review and analyze strategy related to conferences with Attorney Jewett-Brewster and Attorney Robinson regarding [REDACTED] [REDACTED] NR NB CD	.50	252.00
12/17/18	MDJ Correspond with Attorney Robinson (local counsel) [REDACTED] [REDACTED] NR NB CD	.40	153.00
12/17/18	MDJ Strategize regarding [REDACTED] [REDACTED] NR NB CD	.80	306.00
12/17/18	MDJ Analyze and review Receiver's draft joint status report regarding Bank's document production. NR NB	.30	114.75
12/17/18	MDJ Correspond with Attorney Battista (special conflicts counsel for debtor) regarding [REDACTED] NR NB	.40	153.00
12/17/18	MDJ Review and revise joint status report regarding Bank's document production pursuant to subpoena. NR NB	.80	306.00
12/17/18	MDJ Telephone conference with Attorney Robinson and Attorney Cole (local counsel) regarding [REDACTED] NR NB CD	.50	191.25
12/17/18	NKN Correspond with Paralegal Facchino regarding Bright Smile production documents and strategizing most efficient way to review documents in electronic database. NR	.50	60.75
12/17/18	NKN Review electronic database for production documents [REDACTED] [REDACTED] NR CD	.40	48.60
12/18/18	MSF Review of client documents in Summation database for responsiveness and privilege. NR	4.60	1,221.30
12/18/18	MSF Confer and strategize with Attorney Jewett-Brewster and Paralegal Zepeda regarding [REDACTED] [REDACTED] NR NB CD	.40	106.20
12/18/18	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CD	.30	151.20
12/18/18	JMR Communication with client regarding [REDACTED] and instruct Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] NR NB CD	.20	100.80
12/18/18	MDJ Formulate strategy for [REDACTED]. NR NB CD	.60	229.50
12/18/18	MDJ Correspond with Attorney Tabas (local counsel) regarding [REDACTED] [REDACTED] NR NB CD	.20	76.50
12/18/18	MDJ Correspond with client regarding [REDACTED] [REDACTED] NR NB CD	.30	114.75
12/18/18	MDJ Analyze and review client's electronic discovery (emails) regarding production pursuant to Receiver's subpoena. NR NR	2.10	803.25
12/18/18	NKN Review quotes from third party vendors regarding processing production documents in electronic databases. NR	.40	48.60
12/19/18	MSF Ongoing review of client documents in Summation database for responsiveness and privilege. NR	5.10	1,354.05
12/19/18	MSF Discuss issues related to [REDACTED] [REDACTED] with Attorney Jewett-Brewster. NR NB CD	.40	106.20
12/19/18	MDJ Confer with Paralegal Facchino regarding [REDACTED] [REDACTED] NR NB CD	.30	114.75

HOPKINS & CARLEY

Invoice #: 502763

January 30, 2019

Date	Description of Service	Hours	Amount
12/19/18	MDJ Analyze and review Bank's electronic records regarding production to Receiver and evaluation of [REDACTED]. NR CD	4.30	1,644.75
12/20/18	MSF Review of client documents in Summation database for responsiveness and privilege. NR	5.40	1,433.70
12/20/18	MDJ Evaluate notable documents in production review pursuant to Receiver's subpoena. NR	.80	306.00
12/20/18	MDJ Continue analysis and review of client documents regarding production in response to Receiver's subpoena. NR	2.80	1,071.00
12/21/18	MSF Further review of client documents in Summation database for responsiveness and privilege. NR	5.70	1,513.35
12/21/18	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.30	79.65
12/21/18	MDJ Attention to document review status and identification of documents related to Bright Smile origination and servicing. NR	.30	114.75
12/21/18	MDJ Continue analysis and review of client's electronic discovery regarding production pursuant to Receiver's subpoena. NR	3.30	1,262.25
12/24/18	MDJ Analyze and review order granting Receiver's first application for allowance and payment of fees and expenses. NR NB	.20	76.50
12/28/18	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED]. NR NR CD	.30	151.20
12/28/18	MDJ Confer with Attorney Ross regarding [REDACTED]. NR NB CD	.30	114.75
12/28/18	MDJ Prepare correspondence to Attorney Robinson (local counsel) regarding [REDACTED]. NR NB CD	.30	114.75
12/31/18	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.30	79.65
12/31/18	MSF Research and compile legal support for [REDACTED]. NR NB CD	.80	212.40
12/31/18	MSF Attend to review of database for documents related to [REDACTED]. NR NB CD	.60	159.30
12/31/18	MDJ Continue review and analysis of documents for Bank's production pursuant to Receiver's subpoena. NR	4.10	1,568.25
TOTAL LEGAL FEES			\$ 21,334.50

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Mariellen S Facchino	Paralegal	24.90	265.50	6,610.95
Jay M Ross	Shareholder	3.40	504.00	1,713.60
Monique D Jewett-Brewster	Associate*	33.60	382.50	12,852.00
Neelam Nandra	Case Assistant	1.30	121.50	157.95
			63.20	\$ 21,334.50

EXPENSES

Date	Description	Amount
12/31/18	Outside counsel, White & Case LLP	4,364.50

HOPKINS & CARLEY

Invoice #: 502763

January 30, 2019

TOTAL EXPENSES \$ 4,364.50

TOTAL THIS INVOICE \$ 25,699.00

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

February 21, 2019

Invoice #: 504730
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 46,199.25
Total Expenses	<u>\$ 91.24</u>
TOTAL THIS INVOICE	\$ 46,290.49

Electronic Invoice

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

PROFESSIONAL SERVICES RENDERED

Date	Description of Service	Hours	Amount
1/02/19	MSF Attend to ongoing review of Summation database of client documents for production in response to the receiver's subpoena. NR	.40	117.00
1/02/19	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	58.50
1/02/19	MDJ Continue analysis and review of client's documents for production pursuant to Receiver's subpoena. NR	2.90	1,291.95
1/03/19	MSF Continued review of client documents in Summation database for responsiveness and privilege in preparation of production pursuant to third party subpoena from receiver. NR	2.60	760.50
1/03/19	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.40	117.00
1/03/19	JMR Conference regarding [REDACTED] NR NB CO	.20	107.10
1/03/19	JMR Conference call with client regarding [REDACTED] NR NB CO	.30	160.65
1/03/19	JMR Prepare content and provide instructions for letter to opposing counsel regarding ongoing review of spreadsheets.	.20	107.10
1/03/19	MDJ Strategize regarding document production.	.30	133.65
1/03/19	MDJ Continue review and analysis of documents for production to Receiver.	.20	89.10
1/03/19	MDJ Prepare detailed correspondence to client regarding [REDACTED] NR NB CO	.20	89.10
1/03/19	MDJ Attention to finalizing emails for rolling production pursuant to Receiver's subpoena. NR	5.10	2,272.05
1/03/19	MDJ Confer with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.20	89.10
1/03/19	DZ Provide technical assistance to prepare documents for production, which includes review of documents prepared for production to ensure no mismatching of tagging has occurred and documents are complete, and provide attorney with reports to assist with review in resolving any mismatch issues.	1.50	371.25
1/03/19	NKN Review correspondence pertaining to Bright Smile production documents in electronic database.	.20	25.20
1/04/19	JMR Conferences with Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.60	321.30
1/04/19	JMR Review and analyze legal authority related to [REDACTED] NR NB CO	.80	428.40
1/04/19	JMR Review and revise letter to Receiver's counsel regarding production of documents.	.40	214.20
1/04/19	MDJ Continue review and evaluation of client documents for rolling production. NR	4.90	2,182.95
1/04/19	MDJ Prepare detailed correspondence to client regarding [REDACTED] NR NB CO	.80	356.40
1/04/19	MDJ Telephone conferences with client regarding [REDACTED] NR NB CO	.40	178.20
1/04/19	MDJ Correspond with client to [REDACTED] NR NB CO	.20	89.10
1/04/19	MDJ Prepare correspondence to Attorney Freedman (counsel for Receiver) regarding delivery of rolling document production of client's emails.	.60	267.30
1/04/19	JEC Review and process documents in database regarding production. NR	4.50	1,316.25
1/05/19	MDJ Correspond with Attorney Freedman (counsel for the Receiver) regarding delivery of Bank's document production.	.40	178.20
1/07/19	MSF Attend to ongoing review and preparation of documents for production.	.60	175.50

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

Date	Description of Service	Hours	Amount
1/07/19	JMR Correspond with client regarding [REDACTED]. NR NB CD	.20	107.10
1/07/19	MDJ Correspond with Attorney Freedman (counsel for the Receiver) regarding accessibility issues with Bank's document production.	.20	89.10
1/07/19	MDJ Continue review and analysis of client documents for rolling production. NR	3.10	1,381.05
1/07/19	JEC Process and prepare production document drives regarding production. NR	.80	234.00
1/08/19	MSF Ongoing review of client documents in Summation database for responsiveness and privilege in preparation of production pursuant to third party subpoena from receiver. NR	3.20	936.00
1/08/19	MSF Discussions with Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.30	87.75
1/08/19	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding confirmation of receipt of rolling document production.	.20	89.10
1/08/19	MDJ Continue review and analysis of client documents for Bank's rolling production. NR	2.60	1,158.30
1/08/19	MDJ Analyze and review correspondence from client regarding [REDACTED]. NR NB CD	.20	89.10
1/09/19	MSF Continuing review of client documents on Summation database for production to the receiver pursuant to third party subpoena. NR	2.80	819.00
1/09/19	MDJ Analyze and review correspondence from client regarding [REDACTED]. NR NB CD	.20	89.10
1/09/19	MDJ Team meeting regarding [REDACTED]. NR NB CD	.90	400.95
1/10/19	MSF Review of client documents on Summation database for responsiveness and privilege for production to the receiver pursuant to third party subpoena. NR	2.80	819.00
1/10/19	MSF Confer with Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.20	58.50
1/11/19	MSF Ongoing attention to review and production of client documents pursuant to third party subpoena from receiver. NR	3.90	1,140.75
1/11/19	JMR Conferences with Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.40	214.20
1/11/19	JMR Correspond with client regarding [REDACTED]. NR NB CD	.20	107.10
1/11/19	JMR Review and revise letter to opposing counsel regarding production of documents.	.20	107.10
1/11/19	JMR Correspond with local counsel regarding [REDACTED]. NR NB CD	.10	53.55
1/11/19	MDJ Analyze and review documents for client's rolling production pursuant to Receiver's subpoena. NR	4.10	1,826.55
1/11/19	MDJ Prepare correspondence to Attorney Freedman (counsel for Receiver) regarding enclosure of Bank's third installment of document production.	.30	133.65
1/11/19	JEC Review and process documents in database regarding production. NR	5.30	1,550.25
1/14/19	MSF Review of client documents on Summation database for responsiveness and privilege for production to the receiver pursuant to third party subpoena. NR	3.10	906.75
1/14/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.20	107.10
1/14/19	MDJ Attention to document review regarding anticipated final production pursuant to Receiver's subpoena.	.30	133.65

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

Date	Description of Service	Hours	Amount
1/17/19	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.20	89.10
1/17/19	MDJ Attention to finalizing document production. NR	2.20	980.10
1/17/19	MDJ Analyze and review correspondence from Attorney Freedman (counsel for receiver) regarding approval of draft joint status report. NR	.20	89.10
1/18/19	JMR Review and revise letter to opposing counsel regarding document production.	.30	160.65
1/18/19	JMR Review and revise notice of completion of document production.	.30	160.65
1/18/19	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.10	53.55
1/18/19	JMR Correspond with Attorney Robinson regarding [REDACTED] NR NB CD	.10	53.55
1/18/19	MDJ Prepare notice of compliance with document production.	.50	222.75
1/18/19	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.20	89.10
1/18/19	MDJ Analyze and review joint status report regarding status of Bank's document production. NR	.30	133.65
1/18/19	MDJ Review and revise correspondence to Attorney Freedman (counsel for Receiver) enclosing fifth installment of Bank's document production. NR	.40	178.20
1/22/19	JMR Review and analyze correspondence from Receiver's counsel regarding notice of completion of document production. NR	.20	107.10
1/22/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.20	107.10
1/22/19	JMR Revise Notice of Completion of document production. NR	.10	53.55
1/22/19	JMR Craft response to Receiver's counsel regarding same. NR	.20	107.10
1/22/19	MDJ Correspond with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CD	.30	133.65
1/22/19	MDJ Correspond with Attorney Freedman (counsel for receiver) regarding triggering of time to respond to Bank's motion for comfort order. NR	.40	178.20
1/22/19	MDJ Analyze and review all pleadings in support of Receiver's motion for sale of Bright Smile assets and related filings. NR	.80	356.40
1/23/19	MDJ Review and finalize amended notice of compliance with Receiver's subpoena. NR	.20	89.10
1/23/19	MDJ Correspond with Attorney Cole (local counsel regarding [REDACTED] NR NB CD	.20	89.10
1/23/19	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding request to file amended notice of compliance with Receiver's subpoena. NR	.40	178.20
1/23/19	MDJ Analyze and review 1 Global's limited objection to Receiver's motion to sell Bright Smile assets. NR	.30	133.65
1/24/19	JMR Review and analyze proposed Asset Purchase Agreement and related motion for approval.	.60	321.30
1/24/19	JMR Conference with Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.50	267.75
1/24/19	JMR Correspond with Attorney Robinson regarding [REDACTED] NR NB CD	.20	107.10
1/24/19	JMR Conference with client regarding [REDACTED] NR NB CD	.20	107.10

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

Date		Description of Service	Hours	Amount
1/14/19	MDJ	Correspond with client regarding [REDACTED] [REDACTED] NR NB CO	.20	89.10
1/15/19	MSF	Review of client documents on Summation database for responsiveness and privilege for production to the receiver pursuant to third party subpoena. NR	2.90	848.25
1/15/19	MSF	Attend to [REDACTED] included in Bright Smile documents reviewed for Attorney Jewett-Brewster client call regarding [REDACTED] NR NB CO	.30	87.75
1/15/19	JMR	Analyze strategy related to [REDACTED] [REDACTED] NR NB CO	.30	160.65
1/15/19	MDJ	Telephone conferences with client regarding [REDACTED] [REDACTED] NR NB CO	.40	178.20
1/15/19	MDJ	Further evaluation of responsiveness of document production [REDACTED] [REDACTED] NR	1.20	534.60
1/15/19	MDJ	Correspond with client regarding [REDACTED] [REDACTED] NR NB CO	.20	89.10
1/15/19	MDJ	Continue review of documents responsive to Receiver's subpoena. NR	1.30	579.15
1/15/19	MDJ	Correspond with Attorney Robinson (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.20	89.10
1/15/19	DZ	Compile set of exemplar spreadsheet reports found in client document database [REDACTED] [REDACTED] in preparation for production.	.40	99.00
1/16/19	MSF	Continuing review of client documents on Summation database for responsiveness and privilege for production to the receiver pursuant to third party subpoena. NR	3.10	906.75
1/16/19	JMR	Conference call with Attorneys Jewett-Brewster, Robinson and Cole regarding [REDACTED] NR NB CO	.40	214.20
1/16/19	JMR	Prepare e-memo to client regarding [REDACTED] [REDACTED] NR NB CO	.30	160.65
1/16/19	MDJ	Analyze and review correspondence from Attorney Cole (local counsel) regarding [REDACTED] [REDACTED] NR NB CO	.20	89.10
1/16/19	MDJ	Analyze and review order to file status on document production.	.20	89.10
1/16/19	MDJ	Continue analysis and review of documents to evaluate responsiveness to Receiver's subpoena. NR	4.10	1,826.55
1/16/19	MDJ	Analyze and review detailed correspondence from client regarding [REDACTED] [REDACTED] NR NB CO	.30	133.65
1/16/19	MDJ	Telephone conference with client regarding [REDACTED] [REDACTED] NR NB CO	.30	133.65
1/16/19	MDJ	Team meeting with local counsel regarding [REDACTED] [REDACTED] NR NB CO	.50	222.75
1/16/19	MDJ	Prepare draft second joint status report regarding status of Bank's production of documents pursuant to Receiver's subpoena. NR	.70	311.85
1/17/19	MSF	Final review of client documents for responsiveness and privilege for production to the receiver's counsel pursuant to third party records subpoena. NR	1.90	555.75
1/17/19	JMR	Review and revise proposed Joint Status Report. NR	.30	160.65
1/17/19	JMR	Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.10	53.55
1/17/19	MDJ	Evaluate and review client documents for anticipated final rolling production. NR	2.70	1,202.85
1/17/19	MDJ	Review and finalize joint status report regarding Bank's document production. NR	.30	133.65

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

Date	Description of Service	Hours	Amount
1/24/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] [REDACTED] [REDACTED]. NR NB CD	.30	160.65
1/24/19	MDJ Strategize regarding [REDACTED] [REDACTED]. NR NB CD	.90	400.95
1/24/19	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) and Attorney Freedman (counsel for Receiver) regarding Receiver's proposal for agreed resolution of Bank's motion for comfort order. NR	.30	133.65
1/24/19	MDJ Prepare correspondence to Attorney Freedman (counsel for Receiver) regarding call to discuss Receiver's proposal for resolution of Bank's motion for comfort order. NR	.20	89.10
1/25/19	JMR Conference with counsel for Receiver regarding proposed settlement of motion for comfort order and request for extension to oppose. NR	.50	267.75
1/25/19	JMR Conference with Attorney Jewett-Brewster regarding [REDACTED] [REDACTED]. NR NB CD	.50	267.75
1/25/19	JMR Continued review and analysis of asset purchase agreement and related motion. NR	.30	160.65
1/25/19	JMR Correspondence with client regarding [REDACTED]. NR NB CD	.30	160.65
1/25/19	JMR Correspond with counsel for Receiver regarding response to request for extension of time. NR	.20	107.10
1/25/19	MDJ Telephone conference with Attorney Freedman and Attorney Cavallo (counsel for Receiver) Receiver's proposal for agreed order to resolve Bank's motion for comfort order. NR	.50	222.75
1/25/19	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED]. NR NB CD	.30	133.65
1/25/19	MDJ Confer with Attorney Ross regarding [REDACTED]. NR NB CD	.60	267.30
1/25/19	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding clarification of Receiver's proposal for agreed order. NR NB	.30	133.65
1/27/19	MDJ Analyze and review correspondence from client regarding [REDACTED]. NR NB CD	.20	89.10
1/28/19	JMR Review and analyze correspondence from opposing counsel regarding document production in response to Subpoena.	.20	107.10
1/28/19	JMR Communications with and instruct Attorney Jewett-Brewster regarding [REDACTED]. NR NB CD	.20	107.10
1/28/19	MDJ Confer with Attorney Ross regarding [REDACTED]. NR NB CD	.60	267.30
1/28/19	MDJ Correspond with client [REDACTED]. NR NB CD	.40	178.20
1/28/19	MDJ Correspond with Attorney Robinson and Attorney Cole (local counsel regarding [REDACTED]. NR NB CD	.30	133.65
1/28/19	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding questions regarding comments on Receiver's agreed order proposal and document production issues.	.60	267.30
1/29/19	JMR Review and analyze correspondence from opposing counsel regarding document production.	.20	107.10

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

Date	Description of Service	Hours	Amount
1/29/19	JMR Review and analyze opposition to motion for comfort order regarding ACH contract termination. <i>NR NB</i>	.40	214.20
1/29/19	JMR Correspond with defense team regarding [REDACTED]. <i>NR NB CO</i>	.30	160.65
1/29/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED]. <i>NR NB CO</i>	.50	267.75
1/29/19	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding alleged electronic discovery missing from Bank's production. <i>NR</i>	.60	267.30
1/29/19	MDJ Confer with client regarding [REDACTED]. <i>NR NB CO</i>	.40	178.20
1/29/19	MDJ Evaluate [REDACTED]. <i>NR NB CO</i>	.60	267.30
1/29/19	MDJ Analyze and review Receiver's opposition to Bank's motion for comfort order acknowledging termination of ACH banking relationship. <i>NR</i>	.50	222.75
1/30/19	JMR Review and analyze outline for opposition to motion regarding sale of assets. <i>NR</i>	.20	107.10
1/30/19	JMR Communication and instruction to Attorney Jewett-Brewster regarding [REDACTED]. <i>NR NB CO</i>	.10	53.55
1/30/19	MDJ Strategize regarding [REDACTED]. <i>NR NB CO</i>	.90	400.95
1/30/19	MDJ Strategize regarding [REDACTED]. <i>NR NB CO</i>	1.60	712.80
1/30/19	MDJ Analyze and review [REDACTED].	.50	222.75
1/31/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED]. <i>NR NB CO</i>	.40	214.20
1/31/19	JMR Prepare e-memo to client regarding [REDACTED] and instruct Attorney Jewett-Brewster regarding [REDACTED]. <i>NR NB CO</i>	.50	267.75
1/31/19	MDJ Review and revise outline for opposition to motion to sale Bright Smile assets. <i>NR</i>	.50	222.75
1/31/19	MDJ Prepare outline for reply in support of motion for comfort order. <i>NR</i>	.80	356.40
1/31/19	MDJ Attention to production of Bright Smile monthly bank account statements. <i>NR</i>	.40	178.20
1/31/19	MDJ Correspond with client regarding [REDACTED]. <i>NR NB CO</i>	.30	133.65
1/31/19	MDJ Correspond with clients regarding [REDACTED]. <i>NR NB CO</i>	.30	133.65
1/31/19	MDJ Correspond with Bank's legal process unit regarding [REDACTED]. <i>NR NB CO</i>	.30	133.65
1/31/19	MDJ Analyze and review correspondence from client regarding [REDACTED]. <i>NR NB CO</i>	.20	89.10
TOTAL LEGAL FEES			\$ 46,199.25

HOPKINS & CARLEY

Invoice #: 504730

February 21, 2019

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Mariellen S Facchino	Paralegal	28.70	292.50	8,394.75
Jay M Ross	Shareholder	13.30	535.50	7,122.15
Monique D Jewett-Brewster	Associate	60.80	445.50	27,086.40
Jeffrey Catancio	Paralegal	10.60	292.50	3,100.50
Zepeda D	Paralegal	1.90	247.50	470.25
Neelam Nandra	Case Assistant	.20	126.00	25.20
		115.50		\$ 46,199.25

EXPENSES

Date	Description	Amount
1/07/19	FedEx	45.62
1/11/19	FedEx	45.62
TOTAL EXPENSES		\$ 91.24
TOTAL THIS INVOICE		\$ 46,290.49

hopkins carley

San Jose
70 South First Street
San Jose, CA 95113-2406
T. 408.286.9800
F. 408.998.4790

Palo Alto
200 Page Mill Road, Suite 200
Palo Alto, CA 94306-2062
T. 650.804.7600
F. 650.804.7630

BILLED TO SERENGETI
Lori Edwards, EVP
Bridge Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113

March 20, 2019

Invoice #: 508016
Client #: 9627.136

CURRENT BILLING SUMMARY

Re: **Bright Smile**

Total Legal Fees	\$ 18,531.00
Total Expenses	<u>\$ 7,212.46</u>
TOTAL THIS INVOICE	\$ 25,743.46

Reminder: As stated in our Professional Services Agreement, we render invoices monthly which are due and payable upon receipt. A late charge of 1.5% per month on balances not paid within 45 days of the date of the original invoice will be added to future invoices. We appreciate your prompt payment and will be pleased to answer any questions about your account.

HOPKINS & CARLEY

Invoice #: 508016

March 20, 2019

PROFESSIONAL SERVICES RENDERED

Date	Description of Service	Hours	Amount
2/03/19	MDJ Prepare opposition to Receiver's motion to approve sale of Bright Smile assets and reservation of rights. NR NB	2.40	1,069.20
2/04/19	JMR Review and revise opposition to motion for sale of assets. NR NB CD	.70	374.85
2/04/19	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.20	107.10
2/04/19	JMR Correspond with local counsel, Attorney Robinson, regarding [REDACTED] NR NB CD	.10	53.55
2/04/19	JMR Correspond with client regarding [REDACTED] NR NB CD	.10	53.55
2/04/19	JMR Review and revise reply regarding motion for comfort order related to termination of banking agreements. NR	.40	214.20
2/04/19	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.10	53.55
2/04/19	MDJ Review and finalize opposition to Receiver's motion for sale of Bright Smile assets. NR NB CD	3.40	1,514.70
2/04/19	MDJ Strategize regarding [REDACTED] NR NB CD	.40	178.20
2/04/19	MDJ Correspond with Attorney Robinson and Attorney Cole (local counsel) regarding [REDACTED] NR NB CD	.20	89.10
2/04/19	MDJ Prepare and revise reply in support of Bank's motion for comfort order. NR NB	1.20	534.60
2/04/19	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding his claim of documents missing from Bank's production.	.20	89.10
2/04/19	MDJ Correspond with clients regarding [REDACTED] NR NB CD	.20	89.10
2/05/19	JMR Review and revision of Reply regarding Motion for Comfort Order. NR NB	.60	321.30
2/05/19	JMR Correspond with Attorneys Jewett-Brewster and Robinson regarding [REDACTED] NR NB CD	.70	374.85
2/05/19	MDJ Confer with Attorney Robinson and Attorney Cole (local counsel) regarding [REDACTED] NR NB CD	.60	267.30
2/05/19	MDJ Review and revise Reply in support of Bank's motion for comfort order. NR NB	2.10	935.55
2/05/19	MDJ Correspond with clients regarding [REDACTED] NR NB CD	.30	133.65
2/05/19	MDJ Prepare proposed order granting Bank's motion for comfort order. NR NB	.50	222.75
2/05/19	MDJ Telephone conferences with client regarding [REDACTED] NR NB CD	.40	178.20
2/05/19	MDJ Prepare and revise correspondence to Attorney Freedman (counsel for Receiver) regarding production of additional documents responsive to subpoena. NR	.50	222.75
2/06/19	MSF Attend to additional unredacted WAB documents and bank statements for production to the receiver pursuant to third party subpoena. NR	.30	87.75
2/06/19	MDJ Correspond with Attorney Freedman (counsel for Receiver) regarding request for production of unredacted documents responsive to Subpoena. NR	.20	89.10
2/06/19	MDJ Attention to production of additional documents responsive to Receiver's subpoena. NR	.60	267.30
2/07/19	JMR Review and revise letter to opposing counsel regarding additional production in response to Receiver's subpoena. NR	.20	107.10
2/07/19	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CD	.20	107.10
2/07/19	MDJ Prepare and revise correspondence to Attorney Freedman (counsel for Receiver) enclosing production of Bright Smile bank statements. NR	.90	400.95

HOPKINS & CARLEY

Invoice #: 508016

March 20, 2019

Date	Description of Service	Hours	Amount
2/07/19	MDJ Evaluate [REDACTED] NR NB CO	.30	133.65
2/07/19	MDJ Confer with clients regarding [REDACTED] NR NB CO	.20	89.10
2/08/19	MDJ Correspond with clients regarding [REDACTED] NR NB CO	.40	178.20
2/11/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.20	107.10
2/11/19	JMR Review and analyze Receiver's sur-Opposition to Motion for Comfort Order. NR NB	.20	107.10
2/11/19	MDJ Analyze and review Receiver's motion for leave to file Sur-Reply in opposition to WAB's motion for comfort order. NR NB	.60	267.30
2/11/19	MDJ Telephone conferences with client regarding [REDACTED] NR NB CO	.30	133.65
2/11/19	MDJ Review and finalize correspondence to Attorney Freedman (counsel for Receiver) regarding clarification of redactions on cancelled checks and production of Bright Smile bank statements. NR	.60	267.30
2/11/19	MDJ Evaluate [REDACTED] NR NB CO	.40	178.20
2/12/19	JMR Conference regarding [REDACTED] NR NB CO	.40	214.20
2/12/19	JMR Call and correspond with local counsel Jim Robinson regarding [REDACTED] NR NB CO	.80	428.40
2/12/19	JMR Correspond with client regarding [REDACTED] NR NB CO	.20	107.10
2/12/19	MDJ Strategize regarding [REDACTED] NR NB CO	.40	178.20
2/12/19	MDJ Telephone conference with Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.50	222.75
2/12/19	MDJ Correspond with client regarding [REDACTED] NR NB CO	.40	178.20
2/12/19	MDJ Prepare and revise motion for leave to file Sur-Reply to address inaccuracies in Receiver's purported "Sur-Reply". NR NB	4.20	1,871.10
2/12/19	MDJ Analyze and review correspondence from Attorney Freedman (counsel for Receiver) regarding required meet and confer attempt prior to filing motion for leave to file a sur-reply. NR	.20	89.10
2/13/19	JMR Conference with and instruct Attorney Jewett-Brewster regarding [REDACTED] NR NB CO	.30	160.65
2/13/19	MDJ Confer with Attorney Ross [REDACTED] NR NB CO	.60	267.30
2/14/19	MDJ Analyze and review correspondence from client [REDACTED] NR NB CO	.20	89.10
2/15/19	JMR Review and analyze order on motion for comfort order. NR NB	.30	160.65
2/15/19	MDJ Analyze and review court's order on Bank's motion for comfort order and motion to approve Bright Smile asset sale. NR NB	.30	133.65
2/15/19	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED] NR NB CO	.20	89.10

HOPKINS & CARLEY

Invoice #: 508016

March 20, 2019

Date	Description of Service	Hours	Amount
2/19/19	JMR Review and analyze Receiver's Notice of Amendment to APA and amended Asset Purchase Agreement. <i>NR</i>	.50	267.75
2/19/19	JMR Prepare e-memo to attorney team [REDACTED]. <i>NR NB CO</i>	.30	160.65
2/19/19	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED]. <i>NR NB CO</i>	.30	160.65
2/19/19	MDJ Analyze and review Receiver's notice of and first amendment to asset purchase agreement regarding evaluation of Bank charge back protections. <i>NR</i>	.50	222.75
2/19/19	MDJ Confer with Attorney Robinson (local counsel) regarding [REDACTED]. <i>NR NB CO</i>	.20	89.10
2/19/19	MDJ Prepare correspondence to client regarding [REDACTED]. <i>NR NB CO</i>	.40	178.20
2/20/19	JMR Review and analyze order on motion for comfort order and motion to approve asset sale. <i>NR NB</i>	.20	107.10
2/20/19	JMR Prepare e-memo regarding [REDACTED]. <i>NR NB CO</i>	.20	107.10
2/20/19	JMR Correspond with Attorney Robinson [REDACTED]. <i>NR NB CO</i>	.20	107.10
2/20/19	JMR Instruct Attorney Jewett-Brewster regarding [REDACTED]. <i>NR NB CO</i>	.10	53.55
2/20/19	MDJ Analyze and review order on Bank's motion for comfort order and sale of Bright Smile assets. <i>NR</i>	.50	222.75
2/20/19	MDJ Analyze and review correspondence from client regarding [REDACTED]. <i>NR NB CO</i>	.20	89.10
2/20/19	MDJ Analyze and review correspondence from Attorney Robinson (local counsel) regarding [REDACTED]. <i>NR NB CO</i>	.40	178.20
2/20/19	MDJ Strategize regarding [REDACTED]. <i>NR NB CO</i>	.40	178.20
2/22/19	MDJ Attention to compilation and redaction of all invoices regarding preparation of summary of services provided. <i>NR NB</i>	1.50	668.25
2/24/19	MDJ Analyze and review correspondence from Attorney Newman (counsel for Receiver) regarding purported termination of Bright Smile ACH processing services.	.20	89.10
2/25/19	JMR Review and analyze notices from Receiver regarding termination of ACH processing at WAB and closing of asset sale transaction.	.40	214.20
2/25/19	JMR Communications with client regarding [REDACTED]. <i>NR NB CO</i>	.40	214.20
2/25/19	MDJ Analyze and review Receiver's notice of closing on Bright Smile asset purchase agreement. <i>NR</i>	.30	133.65
2/26/19	JMR Communications with client regarding [REDACTED]. <i>NR NB CO</i>	.80	428.40
2/26/19	JMR Correspond with counsel for Receiver regarding wire transfers and instructions to WAB related to same.	.30	160.65
Fees	[REDACTED] are not being sought for this time entry.		
2/26/19	MDJ Analyze and review correspondence from Attorney Freeman (counsel for Receiver) regarding termination of Bright Smile ACH processing relationship and allocation of asset purchase price. <i>NR</i>	.40	178.20

HOPKINS & CARLEY

Invoice #: 508016

March 20, 2019

TOTAL LEGAL FEES \$ 18,531.00

TIMEKEEPER LEGEND

Name	Staff Level	Hours	Rate	Total
Mariellen S Facchino	Paralegal	.30	292.50	87.75
Jay M Ross	Shareholder	9.40	535.50	5,033.70
Monique D Jewett-Brewster	Associate	30.10	445.50	13,409.55
		39.80		\$ 18,531.00

EXPENSES

Date	Description	Amount
2/01/19	FedEx on 1/18/2019	22.75
2/01/19	FedEx on 1/18/2019	22.75
2/11/19	FedEx	56.16
	Color Impressions	.10
	B&W Impressions	1.70
2/28/19	Outside counsel, White & Case LLP - February 2019 Services	7,109.00
	TOTAL EXPENSES	\$ 7,212.46
	TOTAL THIS INVOICE	\$ 25,743.46