

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.

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**RECEIVER'S VERIFIED MOTION FOR ATTORNEY'S FEES AND COSTS  
INCURRED IN CONNECTION WITH BRIDGE BANK DISPUTES**

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"), pursuant to Southern District of Florida Local Rule 7.3, moves for an Order awarding attorney's fees and costs incurred in connection with disputes with Bridge Bank n/k/a Western Alliance Bank ("Bridge Bank" or the "Bank"). In support thereof, the Receiver states as follows:

**I. INTRODUCTION**

In this case, Bridge Bank has engaged in needless and vexatious litigation, with the mistaken belief that it can act with impunity because, at the end of the day, it can simply setoff its \$300,000 in attorney's fees against the \$3 million of Receivership Estate funds in its possession. But, as explained in the Receiver's Response in Opposition to Bridge Bank's Verified Motion to Offset Cash Collateral to Recover its Attorneys' Fees and Costs [D.E. 186], Bridge Bank litigated unnecessary issues throughout this proceeding, including the Receiver's entitlement to continued ACH processing, its unwarranted fear of chargeback risk, its unnecessary objection to the sale of Bright Smile's assets, and its unreasonable and unsupported request for an award of attorneys' fees and costs. As a result, the Receiver incurred attorney's fees and costs either moving to compel the Bank's compliance with the Court's Orders or otherwise responding to the Bank's papers seeking unnecessary relief.

The Receiver is entitled to recover his attorney's fees and costs in connection with his dispute with Bridge Bank pursuant to statute, contract, and the well-established principles of equity applicable in receivership proceedings. Accordingly, the Receiver respectfully requests that the Court enter an Order requiring the Bank to pay the Receiver his reasonable attorneys' fees and costs incurred in connection with his disputes with Bridge Bank.

**II. FACTUAL BACKGROUND**

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.<sup>1</sup>

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.<sup>2</sup>

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. These actions, it is without dispute, were taken by the Bank to force Bright Smile and the Receiver out of the Bank as soon as possible. The following

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<sup>1</sup> 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 Capital LLC ("1 Global") filed for bankruptcy.

<sup>2</sup> 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."

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.<sup>3</sup>

First, upon receiving the Freeze Order,<sup>4</sup> Bridge Bank blocked both incoming and outgoing transactions from Bright Smile’s accounts, including regular loan repayments on the Bright Smile loan portfolio. Knowing that the ACH receipts were 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,<sup>5</sup> and the Receiver’s requests and directions to Bridge Bank to accept such payments. Instead, Bridge Bank demanded unnecessary clarification from the Court that, in the context of a receivership where the objective is to preserve and maximize assets for the benefit of creditors, the Receivership Order and Freeze Order allowed it to accept incoming payments. Bridge Bank’s unreasonable positions 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 “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

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

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

<sup>5</sup> The Sealed Order Granting Plaintiff’s Emergency *Ex Parte* Motion for Appointment of Receiver [D.E. 12].

backed up while it refused to accept incoming loan 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. The Bank's new and untenable position once again put the value of the loan portfolio at substantial risk of loss.<sup>6</sup> 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 a reduction to \$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 [D.E. 186-1, at ¶¶ 6-13].

These and other of Bridge Bank's actions threatened the value of the Bright Smile loan portfolio, a significant Receivership asset. Further, the Receiver was forced to expend significant

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<sup>6</sup> 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].

time and the Receivership Estate incurred substantial costs in the form of attorneys' fees to obtain Court orders to preserve that asset [D.E. 52; D.E. 186-1].<sup>7</sup>

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 ACH relationship with Bright Smile, but nevertheless 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].<sup>8</sup> 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 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

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<sup>7</sup> On December 6, 2018, the Bank wasted yet more time and money sending the Receiver a letter regarding his First Status Report to the Court, [D.E. 118]. In its letter, the Bank took issue with the Receiver's characterization of the dispute. This caused the Receiver to incur unnecessary attorneys' fees preparing and sending a response on December 11, 2018, which confirmed the Receiver's version of events in the First Status Report.

<sup>8</sup> 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.

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.<sup>9</sup> 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].<sup>10</sup>

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 the Bank’s reply raised new issues and new requests for relief, the Receiver was forced to seek leave to file a sur-reply, [D.E. 156], which the Court granted [D.E. 157]. On February 11, 2019, the Receiver filed his sur-reply in opposition to the Termination Motion [D.E. 158].

As discussed below, since the Bank intertwined the resolution of the Termination Motion with the Receiver’s efforts to sell Bright Smile’s assets [D.E. 186-1, ¶ 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 assets to entities owed by Bright Smile’s president, John Snead (the “Buyers”). On September 25,

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<sup>9</sup> 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].

<sup>10</sup> 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.

2018 (four days after the Bank filed its Termination Motion), 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 on 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 the Bank's extraordinary and unreasonable demands [D.E. 186-1, ¶¶ 14-24]. This had been and continued to be the 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].<sup>11</sup> 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]. 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].<sup>12</sup> 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;<sup>13</sup> (2) Bridge Bank was required to continue ACH processing for Bright Smile until Bright

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<sup>11</sup> 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.

<sup>12</sup> As discussed below, the Approval Order also effectively ended the dispute between the Receiver and Bridge Bank.

<sup>13</sup> Which the Receiver had already agreed to do [D.E. 141, pp. 10-11].

Smile transferred its ACH processing to a new entity;<sup>14</sup> (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;<sup>15</sup> (5) during the 90 days, Bridge Bank could draw from funds in Bright Smile's operating account to cover consumer chargebacks;<sup>16</sup> 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.

Despite the assertions in the Bank's Objection and its posturing to retain the \$3 million in cash collateral while simultaneously seeking to immediately terminate its relationship with Bright Smile and place investor funds in peril, the total sum of approximately \$7,200 was incurred in chargebacks. This minor sum was funded out of Bright Smile's operating account, just like every single chargeback before it.

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” (the “Motion to Offset,” [D.E. 181], at pp. 1, 3-4).

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<sup>14</sup> Which the Receiver had proposed. *Id.*

<sup>15</sup> To which the Receiver had already agreed. *Id.*

<sup>16</sup> To which the Receiver had already agreed. *Id.*

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.

Bridge Bank did not cite or attach the signed agreement with Bright Smile to its Motion to Offset. Instead, Bridge Bank relies on provisions of two separate unsigned agreements respectively titled "Deposit Account Agreement" and the "Treasury Management Services Agreement and Services Descriptions." *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 Agreements<sup>17</sup> after his appointment.

Bright Smile and Bridge Bank memorialized their agreement in a four-page document titled, "Treasury Management Services Enrollment Form" (hereafter the "Enrollment Form"). *See Exhibit A.* John Snead electronically signed the Enrollment Form on behalf of Bright Smile. *Id.* at p. 4. The Enrollment Form states:

The TREASURY MANAGEMENT SERVICES ENROLLMENT FORM ("Enrollment Form") sets forth the Accounts of [Bright Smile] and the treasury management services to be used and/or accessed through [Bridge Bank's] Business Online Banking ("BOB"). [Bright Smile's] usage of the Services and BOB are governed by [Bridge Bank's] Treasury Management Services Agreement,

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<sup>17</sup> The Receiver uses the term "Banking Agreements" as defined in the Bank's Motion to Offset [D.E. 181].

including any related Service Descriptions, Supporting Documents, specification forms, and other related-agreements (collectively “Agreement”).

*Id.* The Enrollment Form does not contain specific language referring to the Deposit Account Agreement. The Enrollment Form did not physically include the Deposit Account Agreement. For these reasons and as is explained further below, the Deposit Account Agreement is not part of the agreement between Bright Smile and Bridge Bank.

However, if the Deposit Account Agreement were incorporated, then the Receiver would be entitled to recover his attorney’s fees as the prevailing party pursuant to the “Other Provisions” section of the Deposit Account Agreement, at page 25, which states:

Enforcement: In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys’ fees and costs, including fees on any appeal, subject to any limits under applicable law.

Not surprisingly, Bridge Bank does not make any claim for attorney’s fees and costs as the prevailing party in its Motion to Offset.

In addition, although Bridge Bank relied on the Treasury Management Service Agreement in its Motion to Offset, the Treasury Management Service Agreement does not provide for entitlement to attorney’s fees and costs (such provisions are exclusively found in the Deposit Account Agreement).<sup>18</sup>

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<sup>18</sup> The Enrollment Form only references the Treasury Management Service Agreement for a particular purpose, specifically to govern Bright Smile’s use of Business Online Banking and other Services. A reference to a contract for a particular purpose only serves to incorporate that contract for the stated purpose, and any provisions unrelated to the stated purpose are not incorporated.

### III. MEMORANDUM OF LAW

#### A. Statutory Basis for Attorney's Fees

Bridge Bank argues that Arizona law controls its agreement with Bright Smile. *See* Motion to Offset at p. 5. Arizona law permits the court to award reasonable attorney's fees to the successful party in any contested action arising out of a contract, express or implied. *See* Ariz. Rev. Stat. § 12-341.01. As such, the Court may award the Receiver his attorney's fees and costs as the successful party in the dispute with Bridge Bank pursuant to Section 12-341.01 of the Arizona Statutes. *See generally Capital Fund II LLC v. Sakthiveil*, 1 CA-CV 17-0228, 2018 WL 1004898, at \*1 (Ariz. Ct. App. Feb. 22, 2018) (awarding attorney's fees pursuant to A.R.S. Section 12-341.01(A) to the party prevailing on a motion to dissolve the receivership).

The Receiver's dispute with Bridge Bank arose out of the contract between Bridge Bank and Bright Smile. Arizona courts apply Section 12-341.01 when the circumstances of the litigation significantly involve a contract rather than looking strictly at the nature of the cause of action. *See Hiatt v. Shah*, 364 P.3d 1138, 1143 (Ariz. Ct. App. 2015) ("In determining whether an action arises out of contract, the court is not bound by the form of the pleadings but looks to the nature of the action and the surrounding circumstances."). Here, Bridge Bank agreed to provide ACH Services to Bright Smile, and in exchange, Bridge Bank required that Bright Smile provide \$3 million cash collateral. The dispute between the Receiver and Bridge Bank concerned, among other things, whether Bridge Bank was required to continue providing ACH services for Bright Smile during the Receivership proceedings, and to what extent Bridge Bank could continue to hold Bright Smile's cash collateral.<sup>19</sup>

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<sup>19</sup> The Receiver never indicated his intention to assume the contracts, and did not assume the contracts.

The Receiver is the “net winner” of the disputes with Bridge Bank. Under Arizona law, a "successful party" for the purposes of Section 12-341.01 is not limited to parties that receive a judgment or an adjudication on the merits in favor. *See Med. Protective Co. v. Pang*, 740 F.3d 1279, 1283 (9th Cir. 2013). "Successful parties" may obtain less than the full measure of relief requested. *Id.* In such cases, Arizona courts have established a "net winner" test that requires the court to consider the totality of the circumstances and the relative success of the litigants by assigning a percentage of success factor to the litigants or by looking at the "totality of the litigation." *Id.*

Here, Bridge Bank did not “prevail” in any meaningful way on any of its motions or filings, as discussed above in Section II. Instead, the Receiver was forced to spend significant time and attorneys’ fees litigating issues that resulted in a Court order confirming that Bridge Bank was authorized to accept loan payments and then, an order to show cause against Bridge Bank when it refused to do so. The Receiver then spent significant time and attorneys’ fees arguing against the Bank’s claim 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 chargebacks was a mere \$7,219.12, and there were more than enough funds in Bright Smile’s operating account at all times to cover that amount, as had always been the case throughout the relationship—a *fact that Bridge Bank conveniently left out of any of its filings with the Court.*

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-Bright Smile asset sale. 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.

Accordingly, the Receiver is entitled to attorney's fees and costs under Section 12-341.01.

**B. Contractual Basis for Attorney's Fees and Costs**

The Receiver asserts that the Enrollment Form did not incorporate the Deposit Account Agreement, and that the Deposit Account Agreement was not part of the agreement between Bright Smile and Bridge Bank. However, Bridge Bank relies on the Deposit Account Agreement in its Motion to Offset to establish its entitlement to attorney's fees and costs.

Under Arizona law, a party must either physically attach an agreement that is to be incorporated in the prime agreement or clearly state in the prime agreement that a secondary agreement is incorporated. *See United California Bank v. Prudential Ins. Co. of Am.*, 681 P.2d 390, 410 (Ariz. Ct. App. 1983) ("Although neither physical attachment nor specific language is necessary to incorporate a document by reference, the incorporating instrument must clearly evidence an intent that the writing be made part of the contract."). The Deposit Agreement was not physically attached to the Enrollment Form, and the Enrollment Form does not make any express reference to the Deposit Account Agreement.<sup>20</sup>

If this Court denies Bridge Bank's Motion to Offset, it may not be necessary to address the issue of whether the Deposit Account Agreement applies. In the event the Court decides this issue

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<sup>20</sup> The Enrollment Form only references the Treasury Management Service Agreement for a particular purpose, specifically to govern Bright Smile's use of Business Online Banking and other Services. A reference to a contract for a particular purpose only serves to incorporate that contract for the stated purpose, and any provisions unrelated to the stated purpose are not incorporated. *See United California Bank*, 681 P.2d at 411 ("A reference made for a particular purpose, which purpose is clear from the contract, will operate to incorporate the document only for that particular purpose.").

and finds that the Deposit Account Agreement applies, then the Receiver respectfully requests attorney's fees and costs as the prevailing party in the dispute with Bridge Bank pursuant to the "Other Provisions" section of the Deposit Account Agreement.

**C. Equitable Basis for Attorney's Fees**

The Receiver is entitled to attorney's fees and costs in connection with the actions he took to protect and maximize Bright Smile's assets in response to the Bank's heavy-handed tactics, because this is an equitable proceeding and the Receiver's actions in this regard were for the benefit of Bright Smile's creditors. *See e.g. Sprague v. Ticonic Nat. Bank*, 307 U.S. 161, 170 (1939) (awarding attorney's fees in a receivership proceeding based on equitable considerations where a party prosecuted litigation at their own expense which inured to the benefit of other creditors).

In addition, as explained in detail in the Receiver's opposition to the Motion to Offset, and in related declarations, Bridge Bank's actions opposing the Receiver in this case were unwarranted and in bad faith. [D.E. 186; D.E. 186-1; D.E. 52.] Accordingly, the Court should award the Receiver attorney's fees and costs. *See generally Cox Enterprises, Inc. v. News-Journal Corp.*, 2012 WL 2921013 (M.D. Fla. July 16, 2012) (court has an inherent power to award attorney's fees as a sanction for a party's bad faith opposition to the receiver's motions).



**D. Local Rule 7.3<sup>21</sup>**

The following information is required by Local Rule 7.3:

*i. Timing and Basis for Award of Attorneys' Fees and Costs*

This is a receivership proceeding. The Receiver did not file a cause of action against Bridge Bank and never started out seeking any affirmative relief against it. Indeed, the Receiver's dispute with Bridge Bank was initiated when Bridge Bank refused to follow directions from the Receiver and stopped processing ACH payments for Bright Smile, which threatened to irreparably injure the value of its loan portfolio and end all incoming cash flows to the Receivership Estate. The Receivership has not yet concluded and no final judgment or final dispositive order has been entered with respect to the ongoing dispute with the Bank; however, this Motion is being filed within 60 days from the running of the 90-day chargeback period that commenced on February 22, 2019.

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<sup>21</sup> The Receiver submits that under Eleventh Circuit precedent, no so-called expert reasonable attorney's fee affidavit is required to be filed with this Motion (or in opposition to Bridge Bank's Fee Motion), as this Court may rely on its own expertise when it comes to the reasonableness of attorney's fees sought. *See Maner v. Linkan LLC*, 602 Fed. Appx. 489, 493 (11th Cir. 2015) ("In establishing a reasonable hourly rate, the district court may [also] rely on its own expertise...."); *Norman v. Hous. Auth. of City of Montgomery*, 836 F. 2d 1292, 1303 (11th Cir. 1988) ("For decades the law in this circuit has been that: The court, either trial or appellate, is itself an expert on the question and may consider its own knowledge and experience concerning reasonable and proper fees and may form an independent judgment either with or without the aid of witnesses as to value."). *See also Fed. Oil Mktg. Corp. v. Cravens*, 46 F. 2d 938, 940 (8th Cir. 1931) ("All federal courts have become more or less expert as to the value of the services of receivers and attorneys in receivership cases. A judge of a trial or appellate court is not bound by the opinion of experts as to attorney fees. He is an expert himself, and knows as well as a legal expert what are reasonable attorney fees.").

*ii. Amount Sought*

The total amount of attorney's fees and costs sought for all the work performed by the Receiver and his counsel is **\$111,017.00**.

*iii. Terms of the Receiver's Fee Agreement with his Counsel*

The Receiver's counsel agreed to bill the Receivership for the time spent by each attorney and legal professional at reduced hourly rates. The Receiver agreed to pay counsel upon the Court's approval of his applications for compensation.

*iv. The Identity, Experience and Qualifications of each Timekeeper, and Description of Tasks Performed*

The table below provides the names, hours expended, hourly rate, and total fees billed by each timekeeper.

<b>TIMEKEEPER</b>	<b>YEAR ADMITTED (FLORIDA)</b>	<b>HOURS</b>	<b>STANDARD RATE 2018/2019</b>	<b>DISCOUNTED RATE</b>	<b>TOTAL FEES</b>
Jon Sale	1977	46.8	\$775/\$815	\$600.00	\$28,080.00
Gary Freedman	1987	54.2	\$625	\$500.00	\$27,100.00
Jonathan Etra	2003 <sup>22</sup>	14.3	\$590/\$620	\$500.00	\$ 7,150.00
Daniel Newman	1992	14.4	\$595/\$625	\$500.00	\$ 7,200.00
Michael Lessne	2009	4.5	\$375/\$395	\$375.00	\$ 1,687.50
Kimberly Freedman	2009	1.1	\$375/\$395	\$350.00	\$ 385.00
Christopher Cavallo	2011	68.3	\$375/\$395	\$350.00	\$23,905.00
William Baldwin	2015	42.3	\$275/\$290	\$290.00	\$12,267.00

<sup>22</sup> Mr. Etra was admitted to practice in the State of New York in 1992.

Trish Anzalone		12.1	\$210/\$220	\$175.00	\$ 2,117.50
Lisa Negron		4.8	\$225	\$175.00	\$ 840.00
Nicole Fundora		1.5	\$180/\$190	\$190.00	\$ 285.00
<b>TOTAL:</b>		<b>264.3</b>			<b>\$111,017.00</b>

A biography for each of the timekeepers is provided as **Exhibit B**. A description of all tasks performed in connection with the hours in the table above is provided as **Exhibit C**.

*v. Verification*

This Motion has been verified by the Receiver, Jon A Sale.

*vi. Certification of good faith effort to resolve issues by agreement*

The Receiver certifies that he made a good faith effort to resolve the issues herein by agreement pursuant to Local Rule 7.3(b). The undersigned counsel, conferred with Bridge Bank's counsel, James N. Robinson, Esq. on June 4, 2019. The result of this conference was that the Receiver's counsel made minor deletions of certain time entries; however, the parties were unable to reach any further agreement on the Motion.

**IV. CONCLUSION**

Arizona Statute 12-341.01 entitles the Receiver to attorney's fees and cost in connection with his contractual disputes with the Bank. Moreover, equitable principles require that the Bridge Bank pay the attorney's fees and costs of the Receiver in connection with Bridge Bank's bad faith opposition to the Receiver. Lastly, if this Court should deem the Deposit Account Agreement applicable, then the Receiver is entitled to recover attorney's fees and costs under this agreement as the prevailing party.

Dated: June 6, 2019

NELSON MULLINS BROAD AND CASSEL  
Attorneys for Receiver  
One Biscayne Tower, 21<sup>st</sup> 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

[VERIFICATION FOLLOWS]

**VERIFICATION**

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

BEFORE ME, the undersigned authority, personally appeared Jon Sale, who after being duly cautioned and sworn, deposed and stated:

He/she is over the age of twenty-one (21) years old;

The he/she has read the foregoing Motion; and

The he/she knows of his/her own personal knowledge the facts set forth therein are true to the best of his/her belief.

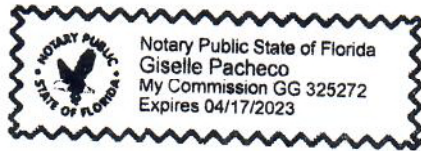
Jon a. Sale  
Signature

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

Subscribed and sworn to (or affirmed) before me on this 6<sup>th</sup> day of June, 2019, by Jon A. Sale, who is personally known to me or provided \_\_\_\_\_ as identification.

(seal)

Giselle Pacheco  
Signature



**CERTIFICATE OF SERVICE**

I hereby certify that on June 6, 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><b>SECURITIES AND EXCHANGE COMMISSION</b>                  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><b>MARCUS NEIMAN &amp; RASHBAUM LLP</b>                  2 South Biscayne Boulevard                  Suite 1750                  Miami, Florida 33131                  Jeff Marcus                  jmarcus@mnrlawfirm.com                  Telephone: 305.400.4262  <i>Attorneys for Defendant Carl Ruderman</i></p>
<p><b>GREENBERG TRAUIG, LLP</b>                  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>	



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**TREASURY MANAGEMENT SERVICES ENROLLMENT FORM**

<b>Date:</b>	8/13/2018	<b>TM Sales Rep:</b>	Manju Kamboj	<b>Extension:</b>	
<b>Form Type:</b>	<input checked="" type="checkbox"/> Enrollment <input type="checkbox"/> Modification	<b>RM/Officer Name:</b>	Susan Wadi		

Capitalized terms shall have the meaning prescribed in the Treasury Management Services Agreement.

COMPANY INFORMATION			
<b>Company Name:</b>	Bright Smile Financing LLC	<b>EIN:</b>	82-0918860
<b>Company Phone:</b>	954-540-1622	<b>Billing Account:</b>	██████████ 1343
<b>Primary Administrator Name:</b>	John Snead	<b>Office Phone:</b>	
<b>Email Address:</b>	jsnead@brightsmilefinancing.com	<b>Mobile Phone:</b>	██████████
<b>Secondary Administrator Name:</b>	Jeanne Canigiani	<b>Office Phone:</b>	
<b>Email Address:</b>	jeanne@brightsmilefinancing.com	<b>Mobile Phone:</b>	██████████

Account and service functions designated below will be entitled at Company's Business Online Banking ("BOB") profile level and **Primary Administrator** has the sole authority to and may limit each User's access by Account and/or by function. Company accepts responsibility for monitoring Primary Administrator and Users to whom Primary Administrator grants access and authority. Additionally, Primary Administrator will be automatically granted full access and authority to all Accounts and Services Company is assigned and will be solely responsible for granting access to any other Users. Bank will only set up Secondary Administrator at initial enrollment; any subsequent changes or modifications to Secondary Administrator must be done by Primary Administrator. Secondary Administrator has the ability to self-administer his or her User entitlements. **COMPANY SHOULD REVIEW THE AGREEMENT CAREFULLY BEFORE SELECTING WHO WILL SERVE AS ITS ADMINISTRATORS.** Billing Account may be debited for the payment of any Service fees or charges.

**RELATED COMPANY INFORMATION**

Will there be additional entities linked to Company's Business Online Banking profile?  Yes  No

If yes, provide all additional entity Account information, as applicable, in the Loan Account Information and/or Account-Level Selections sections below. Each linked entity must also complete Related Company Acknowledgement and Authorization.

**PROFILE-LEVEL SERVICES SELECTION**

Select Services to be enabled on Company's BOB profile. Specific Service and/or Account-level selections, as applicable, are to be made in the following sections. Note some Services may require an additional section or form as provided in red.

<input checked="" type="checkbox"/> Online Banking Default Services – transaction reporting, book transfers, stop payments, eStatements, mobile banking & User administration.	<input checked="" type="checkbox"/> Account Analysis (AA) Statement
<input type="checkbox"/> Loan Reporting and/or Payment – Complete Loan Account Information below.	<input type="checkbox"/> Remote Deposit Capture (RDC) – Additional form required.
<input type="checkbox"/> Positive Pay – Additional form required.	<input type="checkbox"/> Bill Payment Service
<input type="checkbox"/> Quicken®/QuickBooks - Complete Quicken/QuickBooks section below.	<input type="checkbox"/> ACH EDI Reporting
<input checked="" type="checkbox"/> ACH Services – Complete ACH Services Selection below.	<input type="checkbox"/> ACH Filtering/Blocking
<input checked="" type="checkbox"/> Wire Transfers – Domestic (USD) – Complete Requested Daily Limits section below.	<input type="checkbox"/> Lockbox - Additional form required.
<input type="checkbox"/> Wire Transfers – International (USD) – Complete Requested Daily Limits section below.	<input type="checkbox"/> Automated Sweep Services
<input type="checkbox"/> Wire Transfers – Foreign Exchange (eFX) - Complete Requested Daily Limits section below.	<input type="checkbox"/> Cash Vault and Deposit Services - Additional form required.
<input type="checkbox"/> Merchant Services – Additional form required.	

**LOAN ACCOUNT INFORMATION**

Complete loan account numbers and borrower information for all loan accounts to be linked under Company's BOB profile.

LOAN ACCOUNT INFORMATION	BORROWER	BORROWER EIN
<input type="checkbox"/> All Loans <input type="checkbox"/> Select Loans:		
<input type="checkbox"/> All Loans <input type="checkbox"/> Select Loans:		
<input type="checkbox"/> All Loans <input type="checkbox"/> Select Loans:		
<input type="checkbox"/> All Loans <input type="checkbox"/> Select Loans:		
<input type="checkbox"/> All Loans <input type="checkbox"/> Select Loans:		





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QUICKEN®/QUICKBOOKS – DIRECT CONNECT (Desktop Version only)		
ACTION (N) New, (M) Modify, (D) Delete, (U) Unchanged	ACCOUNT NUMBER	ALLOW TRANSFERS
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

**DIRECT CONNECT BILL PAY**

Direct Connect Bill Pay may only be setup on one Account. Direct Connect Bill Pay Account No.:

**ACH SERVICES SELECTION**

By requesting to use ACH Services with Bank, Company is not only agreeing to be bound by the terms and conditions of the Treasury Management Services Agreement but also the NACHA Operating Rules and Guidelines ("Rules") and any local association rules or guidelines, as applicable. Bank may require, in its sole discretion, Company to prefund certain Entries.

Bank supports and processes only unbalanced ACH files. Company will need to delete the offset entry if provided otherwise the Bank will reject the file.

**SEC Codes** Select those that apply.  PPD (Business to Consumer)  TEL (Telephone-Initiated Entry)  Other:  
 CCD/CTX (Business to Business)  WEB (Internet-Initiated Entry)

**Special Payment Types** Select those that apply.  Tax Payments  Child Support Payments

**Requested ACH Daily Limits**  
*All limits are applied at Company BOB profile level and subject to Bank approval.*  
**Cumulative Daily Debit Limit** (Funds transferred to Bank): 33,333.00  
**Cumulative Daily Credit Limit** (Funds transferred out of Bank): 20,000.00

**Return Notification Method**  
*Additional fees may apply depending on method chosen.*  
 Via BOB  Email – Provide Email Address:  
 .pdf  NACHA FTP

**Method of Transmission**  
*Additional fees may apply depending on method chosen.*  
 Template  FTP  Upload

**Is Company a Third-Party Sender?** A Third-Party Sender is a company who originates ACH files on behalf of another Originator. Please see the Rules for formal definition and related obligations.  
 Yes – Requires Third-Party Sender Addendum  
 No

**Is Company Requesting Same Day ACH?**  
*Additional Fees will apply when service is used.*  
 Yes  No      If Yes, please select Debit or Credit.       Debit  Credit

**WIRE TRANSFER SERVICES SELECTION**

**Method of Transmission**  
*Additional fees may apply depending on method chosen.*  
 Template  FTP  Upload

**REQUESTED DAILY LIMITS**  
 Complete only those that are applicable. All limits are applied at Company BOB profile level and subject to Bank approval.

**Cumulative Daily USD Wire Limit** 50,000.00  
**Cumulative Daily eFX Wire Limit**

**SPECIAL INSTRUCTIONS**

The accounts are set up with dual administration, dual approval and ooba at login and approval

**[CONTINUE TO NEXT PAGE FOR ACCOUNT-LEVEL SERVICES SELECTION]**

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ACCOUNT LEVEL SERVICES SELECTION											
Complete action, Account information and service selection for each Account to be linked under Company's BOB profile.											
ACTION (N) New (M) Modify (D) Delete (U) Unchanged	ACCOUNT INFORMATION		AA-STMT	BILL PAY	RDC	POSITIVE PAY	WIRE TRANSFERS			ACH	ACH EDI Reporting
	ACCOUNT NUMBER	ACCOUNT TITLE/OWNER					DOM (USD)	INT'L (USD)	eFX		
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WAB00047



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**COMPANY AGREEMENT AND AUTHORIZATION**

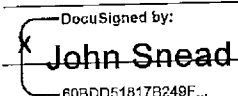
The TREASURY MANAGEMENT SERVICES ENROLLMENT FORM ("Enrollment Form") sets forth the Accounts of Company and the treasury management services to be used and/or accessed through Western Alliance Bank's ("Bank") Business Online Banking ("BOB"). Company's usage of the Services and BOB are governed by Bank's Treasury Management Services Agreement, including any related Service Descriptions, Supporting Documents, specification forms, and other related-agreements (collectively "Agreement"). **Enrollment Form must be executed by an authorized party, as identified on the applicable resolution, of Company.** To enroll in BOB, Company must select at least one Primary Administrator who will manage Company's Users and Services.

Bank recommends the following security procedures ("Security Procedures") to use certain Services. These Security Procedures will apply unless Company determines, in its sole discretion, that such Security Procedures are not commercially reasonable based on the size, type, and frequency of payment orders and/or transfer requests normally issued by the Company and Company executes an Alternative Security Procedures Agreement. Company agrees that it is solely responsible for ensuring the Security Procedures or alternate security procedures, as the case may be, are and continue to be commercially reasonable and adequate for Company. Company shall notify Bank immediately in writing if it determines anything to the contrary or that alternate security procedures are required by Company. Company agrees to be bound by, and accept sole responsibility for any loss or liability associated with any payment order or transfer request processed by Bank in accordance with Security Procedures or alternate security procedures selected and agreed to by Company in writing, regardless of whether authorized by Company.

<b>USER MAINTENANCE</b>
<ul style="list-style-type: none"> <li>Two Users required for User creation or modification (including modification of User rights). One Company Administrator may create or modify Users or User rights and a second (different) User (with the appropriate rights) must approve the action.</li> </ul>
<b>ACH</b>
<ul style="list-style-type: none"> <li>Two Users required for ACH transactions. One User may enter an Entry and a second (different) User (with the appropriate rights) must approve the Entry.</li> <li>Two Users required for creation or modification of template ACH Entries. One User may enter, create, or modify template ACH Entries and a second (different) User (with the appropriate rights) must approve the action.</li> </ul>
<b>WIRE TRANSFERS</b>
<ul style="list-style-type: none"> <li>Two Users required for wire funds transfers. One User may enter a Request and a second (different) User (with the appropriate rights) must approve the Request.</li> <li>Two Users required for creation or modification of wire transfer templates and/or beneficiaries. One User may enter, create, or modify a wire transfer template and/or beneficiary and a second (different) User (with the appropriate rights) must approve the action.</li> </ul>
<b>OUT OF BAND AUTHENTICATION</b>
<ul style="list-style-type: none"> <li>Approvals. System-generated, one-time passcode for ACH and wire transfer approval.</li> </ul>
<input type="checkbox"/> Check here if Company declines any of the Security Procedures presented above. <b>MUST EXECUTE AN ALTERNATIVE SECURITY PROCEDURES AGREEMENT.</b>

Company hereby acknowledges and authorizes Bank to establish Services and BOB as outlined on the Enrollment Form; however, Company acknowledges that its usage of the Services, including requested entitlements and limits are subject to review and approval by Bank, in its sole and absolute discretion. Company further acknowledges that both the Primary and Secondary Administrators are fully authorized to act on Company's behalf to access Accounts and Account information, accept/agree to any modifications to the Agreement, to perform selected transactions and Services, and to establish additional Users (who may or may not be authorized signers on an Account) with full or partial access to BOB and Services. Company acknowledges that it has reviewed and agrees to be bound by the terms and conditions of the Agreement, which may be modified or amended from time to time by Bank as provided in the Agreement.

By signing below, the undersigned certifies that he or she is duly authorized to execute this Enrollment Form on behalf of Company, to enter into any agreements for Services now or hereafter offered by Bank, and to amend, terminate or otherwise act on behalf of Company with respect to each Service.

**Company Name:** Bright Smile Financing LLC  
**Print Authorized Party Name:** John Snead  
**Title:** President  
**Authorized Party Signature:**  **Date:** 8/14/2018  
DocuSigned by: 60BDD51817B249F...



# Jon A. Sale

Of Counsel

2 South Biscayne Blvd. T 305.373.9454  
21st Floor F 305.995.6447  
Miami, FL 33131

[jon.sale@nelsonmullins.com](mailto:jon.sale@nelsonmullins.com)



Jon A. Sale is co-chair of the firm's White Collar & Government Investigations Practice Group. He is a leading white collar criminal defense attorney who is one of two attorneys in the state of Florida designated by Chambers U.S.A. as an "eminent practitioner" in the white collar field.

He is a member of the Southern District of Florida Federal Judicial Nominating Commission, which interviews candidates for the federal bench and makes recommendations to the Senators. He is also a member of the U.S. Magistrate Merit Selection Panel, which recommends to the District Court finalists for Magistrate Judge positions.

He is experienced in representing corporations and individuals in grand jury investigations and diverse and complex criminal litigation, including large scale document reviews and productions. He also is experienced in representing defendants at sentencing hearings. He has represented clients in almost every substantive area of concentration, including health care fraud, securities fraud, financial institution fraud, Foreign Corrupt Practices Act (FCPA) violations, money laundering, criminal anti-trust violations, tax fraud, mortgage fraud, and various fraudulent investment schemes.

Mr. Sale's government service included serving as an Assistant U.S. Attorney in the Southern District of New York and in the District of Connecticut. He also was the Chief Assistant U.S. Attorney in the Southern District of Florida.

Mr. Sale also served as an Assistant Special Watergate Prosecutor under Special Prosecutors Archibald Cox and Leon Jaworski. His responsibilities extended to supervising grand jury matters and functioning as trial counsel in resulting litigation. He participated in legal efforts to obtain and review secret White House tapes to determine whether criminal

## Education

New York University School of Law, JD  
University of Pennsylvania, BA, with honors

## Admissions

Florida  
District of Columbia  
New York  
Supreme Court of the United States  
U.S. Court of Appeals for the Eleventh Circuit  
U.S. Court of Appeals for the Second Circuit  
U.S. District Court for the Middle District of Florida  
U.S. District Court for the Southern District of Florida  
U.S. District Court for the Eastern District of New York  
U.S. District Court for the Southern District of New York  
U.S. District Court for the District of Connecticut



JON A. SALE  
OF COUNSEL

conduct had taken place in the Oval Office and among senior Presidential staff members. He also participated in litigating an issue of first impression in the Fifth Circuit, which tested the power of the judiciary when ruling on a government Motion to Dismiss a criminal proceeding. Mr. Sale also served as a Special Assistant to the Attorney General of the United States supervising a grand jury investigation to determine if an ambassadorship was awarded as a quid pro quo for a political contribution.

While Mr. Sale was Chief Assistant U.S. Attorney in the Southern District of Florida, he supervised all major criminal and civil cases within that judicial district. In *U.S. v. Fedorenko*, he was the chief prosecutor in a civil denaturalization proceeding against a World War II guard at the Nazi death camp at Treblinka, Poland. Witnesses, who had escaped from Treblinka during the war, traveled to the United States to identify Fedorenko and testify about his war crimes during the trial. The case was ultimately heard by the Supreme Court of the United States, which upheld the decision of the Fifth Circuit and ordered that Fedorenko be denaturalized.

Mr. Sale has served on numerous court committees in the Southern District of Florida, including the U.S. Magistrate Merit Selection Panel, the Trial Experience Committee of the Attorney Admissions Program, and the Advisory Committee on Rules and Procedures for the U.S. District Court.

Mr. Sale was a member of Florida Attorney General Pam Bondi's Transition Team.

## Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

### Experience

- Represented as lead counsel the former officer of a public company, and the main target in largest federal grand jury investigation in the investigating district, in which the government alleged losses exceeding \$1 billion; represented same former officer in parallel SEC investigation and civil litigations. U.S. Attorney's Office declined prosecution and matter resolved with civil settlement.

U.S. District Court for the District of Columbia

### Clerkships

Law Clerk, The Honorable Morris E. Lasker, U.S. District Court for the Southern District of New York

### Practice Areas

[White Collar Defense & Government Investigations](#)

[Anti-Money Laundering](#)

[Healthcare Government Investigations & Litigation](#)

[Securities & Enforcement](#)



JON A. SALE  
OF COUNSEL

- Represented two corporate executives indicted in the Southern District of Florida for conspiracy to file false Medicare claims. After extensive motion practice, the Court dismissed all charges.
- Represented prominent Russian executive charged with making false statements on Visa application. After negotiations and motion practice, including raising issues of foreign law, all charges were dismissed.
- Represented an executive in the business of importing aluminum and other metals from Venezuela. Immunity agreement negotiated; no charges filed.
- Acted as local counsel and co-counsel for chairman of a public company in nine-month trial in U.S. District Court in Miami, involving charges of land fraud. Client convicted on 1 of 40 counts, which count was then dismissed by the Eleventh Circuit Court of Appeals.
- Represented public home healthcare company in conducting internal investigation involving alleged false billing and kickbacks. Report made to Special Committee and no charges filed.
- Represented Fortune 500 Company in conducting internal investigation involving alleged government contract fraud. Numerous employee interviews conducted, report submitted, and no charges filed.
- Represented international resort company in DOJ FCPA investigation. After employee interviews and extensive investigation, no charges filed.
- Represented Jordanian citizen in connection with DOJ FCPA investigation involving alleged bribes paid in Jordan. No charges filed against client.
- Acted as local counsel in FCPA investigation of global telecommunications company, which was resolved with deferred prosecution agreement.
- Acted as local counsel in FCPA investigation of international airline, which was resolved with deferred prosecution agreement.
- Represented at sentencing the chief executive of international travel agency charged with tax evasion in the Southern District of Florida. Argued for downward variance from sentencing guideline range of 30-36 months; client sentenced to six months' imprisonment over government objection.
- Represented at sentencing a client charged with selling prescription drugs online in the Eastern District of New York. Argued for downward variance from sentencing guideline range of 18-24 months; after argument, Court said it was giving client "the lowest sentence I'm ever going to



JON A. SALE  
OF COUNSEL

impose in my life” and released client with neither probation nor special conditions.

- Represented at sentencing an executive charged with participating in bid rigging in connection with the construction of the airport in Trinidad and Tobago. Argued for downward variance from sentencing guideline range of 33-41 months; Court imposed a sentence of a year and a day, later reduced to time served.
- Represented president of major airline company in bankruptcy fraud investigation in the Eastern District of New York. No charges filed against client.
- Represented senior executive of major airline company in Southern District of Florida investigation involving transportation of hazardous materials. No charges filed against client.
- Represented public company charged with making false statements in connection with security services at airports. Due to compliance efforts, Court did not revoke license and entered probationary sentence.
- Represented the brother of a sitting Congressman in connection with a homicide investigation. Client cleared of all wrongdoing.
- Represented a U.S. citizen, held in a Guatemalan prison, charged with import violations. After hearing in U.S. District Court in Miami, Court found that conditions in Guatemalan prison violated due process; statements suppressed and charges dismissed.
- Represented a client in a high visibility Congressional hearing involving the Alaskan Pipeline and investigation techniques employed. After invoking applicable Congressional rule, client avoided testifying.
- Represented as chief trial counsel a practicing lawyer charged in the Southern District of Florida with fraud in connection with operation of marketing organization. The jury was unable to reach verdict and the government dismissed all charges against client.
- Represented prominent Florida lawyer in the Eastern District of Virginia, who was investigated for aiding and abetting massive Ponzi scheme. After extensive negotiations with government, no charges filed against client.
- Represented Bahamian lawyer who voluntarily came to the United States to challenge a subpoena based on attorney-client privilege. Achieved successful result in Eleventh Circuit Court of Appeals by arguing issues of first impression regarding obligations of foreign lawyer to maintain client confidences.



JON A. SALE  
OF COUNSEL

- Represented renowned international wildlife expert charged with Lacey Act violation for retail sale of wildlife product. Argued for downward variance from sentencing guideline range of 18-24 months; client sentenced to three years' probation.
- Represented major pharmaceutical company in connection with Florida Attorney General investigation involving marketing of opioids. Negotiated resolution, which resulted in funding of prescription monitoring program.
- Represented famous movie star investigated by regulators for unruly behavior during flight; after investigation, no charges filed.
- Represented major international law firm in gaining approval of fee petition in Northern District of Florida for assisting the Court in retrieving assets.
- Represented applicant before the Florida Bar who had served two terms in state prison for felony convictions; successfully convinced Bar that rehabilitation merited his admission.
- Represented various financial institutions in connection with document production and preparing witnesses for trial.
- Represented several public entities, including two major Sheriff's offices involved in DOJ civil rights investigations, both civil and criminal. No criminal charges filed in either case, and memorandum of understanding agreed to in one case involving a technical assistance letter.
- Appointed acting State Attorney in Miami-Dade County, Florida to investigate whether employee of State Attorney's Office committed perjury. After thorough investigation, charge was filed and defendant pled guilty.
- Appointed as Special Counsel to Florida Attorney General to investigate circumstances surrounding case being litigated in the United States Supreme Court to determine possible unethical conduct. After thorough investigation, report submitted to Florida Attorney General.

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### Previous Professional Experience

- Served as First Assistant U.S. Attorney in the Southern District of Florida
- Served as an Assistant U.S. Attorney in the Southern District of New York and the District of Connecticut
- Served as an Assistant Special Prosecutor for the Watergate Special Prosecution Force for the U.S. Department of Justice





JON A. SALE  
OF COUNSEL

- Former Adjunct Law Professor, St. Thomas University Law School
- Former Associate Professor of Law, Nova Southeastern Shepard Broad Law Center

## Recognitions

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- [Chambers USA: A Guide to America's Leading Business Lawyers](#), White-Collar Crime & Government Investigations "Eminent Practitioner" (2018-2019)
- [AV® Preeminent™ Peer Review Rated by Martindale-Hubbell](#)
- [Florida Legal Elite Hall of Fame](#) by Florida Trend magazine, for attorneys who have been consistently ranked in the top tier in Legal Elite voting over the years (2018)
- [The Best Lawyers in America®](#) for Criminal Defense: General Practice and Criminal Defense: White-Collar (2015-2018)
- [Florida Super Lawyer](#) by Super Lawyers magazine (2006-2018)
- [Top Lawyer](#) by South Florida Legal Guide (2018)

## Professional Activities

- Member, U.S. Sentencing Commission Practitioners Advisory Group
- Member, Federal Judicial Nominating Commission for the Southern District of Florida
- Member, Southern District of Florida U.S. Magistrate Merit Selection Panel
- Member, American Bar Association
  - White Collar Crime Committee
- Member and Past Chair, The Florida Bar
  - Criminal Law Section
- New York State Bar Association



JON A. SALE  
OF COUNSEL

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## Community

- Child Protection: Assisted data mining company, in conjunction with National Association for Missing and Exploited Children, to provide state attorneys general and other law enforcement agencies with technology to apprehend sexual predators.

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## Articles & Speeches

### Insights

- [Miami of counsel Jon Sale on NY Times report on Don McGahn interviews](#), *The Hill* - Author (August 20, 2018)
- [The myth of Mueller needing Trump's testimony](#), *The Hill* - Author (August 9, 2018)
- The Law of Entrapment & Governmental Overreaching, *White Collar Crime* - Co-Author (2015)
- Companies Should Investigate at First Sign of Foreign Bribe, *Daily Business Review's Special Report on the Foreign Corrupt Practices Act* - Author (March 2012)
- Emerging Trends in Criminal Healthcare Law Enforcement, *ABA Health Law Section in "The Health Lawyer" discussing the Patient Protection and Affordable Care Act* - Author (2010)
- Criminal Procedure: Survey of Florida Law, *22 Nova L. Rev. 94* - Author (1997)
- Corporate Sentencing for Corporate Counsel, *The Criminalization of Civil Law Claims, ALI-ABA* - Author (1991)

### Events/Speaking Engagements

- [From Watergate to Whitewater and Beyond: An Inside Look at Presidential Investigations](#) - Panelist (October 4, 2018)
- Enforcement Priorities in the Trump Administration, *ABA Midyear Meeting* - Panelist (2017)
- The Real Story of Watergate, *Southern District of Florida Bench & Bar Conference* - Lecturer (2017)
- Enforcement Developments and the Foreign Corrupt Practices Act, *South Atlantic Regional Compliance and Ethics Conference* - Panelist (2014)
- Emerging Trends in Criminal Healthcare Fraud, *The Director's Roundtable: 2010 Regulatory & Compliance Outlook for the Healthcare Industry* - Panelist (2010)



# Gary M. Freedman

Partner

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Miami, FL 33131

[gary.freedman@nelsonmullins.com](mailto:gary.freedman@nelsonmullins.com)



Gary Freedman focuses his practice on bankruptcy and restructuring, receiverships, complex business litigation, creditors' rights, financial services, commercial foreclosure, director, officer, manager and member liability litigation, and fraud litigation.

He has represented debtors, creditors, creditors' committees, trustees, and he served as the Liquidating Trustee in the world's fifth largest cruise line's Chapter 11 bankruptcy case in the Southern District of Florida. He also has extensive experience representing lenders and business entrepreneurs in complex commercial litigation, business disputes, and related transactions.

Mr. Freedman is certified in creditors' rights law by the American Board of Certification (ABC), which for more than 20 years has certified lawyers in creditors' rights, business bankruptcy, and consumer bankruptcy. ABC, the nation's premier legal specialty certification organization, is sponsored by the American Bankruptcy Institute and the Commercial Law League of America, and all three ABC certification programs are accredited by the American Bar Association. ABC's creditors' rights certification has not been accredited by the Florida Bar, which does not offer a certification in creditors' rights.

He has been lead counsel in numerous director, officer, and third-party breach of fiduciary duty matters. In addition, Mr. Freedman directed the investigation and recovery efforts in the Nevin Shapiro/Capitol Investments Ponzi scheme bankruptcy cases pending in South Florida. He also has experience in pursuing and defending financial institutions on RICO and money laundering claims.

## Education

Emory University School of Law, JD (1987)  
University of Rochester, BA (1984)

## Admissions

Florida  
Massachusetts  
U.S. Court of Appeals for the Eleventh Circuit  
U.S. Court of Federal Claims  
U.S. District Court for the Middle District of Florida  
U.S. District Court for the Southern District of Florida  
U.S. District Court for the Northern District of Florida

## Practice Areas

[Bankruptcy, Creditors' Rights & Restructuring](#)  
[Bankruptcy & Insolvency Related Litigation](#)  
[Creditor Representation](#)  
[Healthcare Insolvency](#)



GARY M. FREEDMAN  
PARTNER

## Recognitions

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- [AV® Preeminent™ Peer Review Rated by Martindale-Hubbell](#)
- [Florida Super Lawyers \(2007-2018\)](#)
- [Florida Legal Elite by Florida Trend magazine \(2018\)](#)
- [Most Effective Lawyer Finalist by Daily Business Review \(2013\)](#)

## Professional Activities

- Member, American Bankruptcy Institute
- Member, Bankruptcy Bar Association for the Southern District of Florida
- American Bar Association
- Dade County Bar Association
- Greater Miami Chamber of Commerce
  - Banking & Financial Services Committee

[Trustee, Receivership Practice & Representation](#)

[Litigation](#)

[Commercial Litigation & Business Torts](#)

[Directors & Officers Liability Coverage](#)

## Industries

[Banking & Financial Services](#)

[Business Services](#)

[Healthcare](#)

[Real Estate](#)



# Jonathan Etra

Partner

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Miami, FL 33131 F 305.995.6403

[jonathan.etra@nelsonmullins.com](mailto:jonathan.etra@nelsonmullins.com)



Jonathan Etra represents business clients in complex litigation matters, with an emphasis on the prosecution and defense of civil racketeering, fraud, receiverships, partnership disputes, as well as legal malpractice defense and Bank Secrecy Act compliance.

Mr. Etra's practice includes a broad range of white collar defense matters, representing targets, subjects, and witnesses in grand jury and regulatory proceedings. He is also called upon to provide assistance in asset forfeiture cases.

Earlier in his career, Mr. Etra served as an Assistant United States Attorney for the Southern District of New York, where he investigated, prosecuted, and tried cases involving securities fraud, tax fraud, bank fraud, healthcare fraud, asset forfeiture, and organized crime. He also participated in the Department of Justice's terrorism investigations following the September 11 attacks.

During his six-and-a-half years as a federal prosecutor, Mr. Etra's trials included: the prosecution of the nation's first racketeering case involving the infiltration of the mortgage lending industry by a La Cosa Nostra organized crime family; the prosecution of multiple members and associates of organized crime for securities fraud, mail fraud, health care fraud, and tax fraud; the prosecution of a foreign national arising out of the kidnapping of a former Soviet minister; the prosecution of a foreign national for assault of a foreign minister just outside the United Nations; and the prosecution of a foreign national for participating in an anthrax hoax in the wake of 9/11.

Mr. Etra argued appeals before the U.S. Court of Appeals for the Second Circuit, and he served as a Trial Instructor for the Department of Justice.

## Education

- Columbia Law School, JD (1991)
- Harlan Fiske Stone Scholar
  - Articles Editor, *Journal of Transnational Law*

Columbia College, BA, Political Science (1988)

## Admissions

Florida

New York

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Second Circuit

U.S. District Court for the Southern District of Florida

U.S. District Court for the Middle District of Florida

U.S. District Court for the Southern District of New York

## Practice Areas

[Commercial Litigation & Business Torts](#)



JONATHAN ETRA  
PARTNER

Mr. Etra has appeared as a television commentator on white collar defense and investigation matters.

## Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

### Professional Experience

- Represented former officers of public company in defense of billion dollar civil RICO claims
- Represented former officer of a public company and the main target in largest federal grand jury investigation in the investigating district; represented officer in parallel SEC investigation and civil litigations
- Represented victim of securities fraud in lawsuit against perpetrators; defense pleadings stricken due to discovery fraud, perjury, and witness tampering
- Represented securities trader in grand jury investigation
- Represented alleged feeder for Madoff Ponzi scheme in civil litigation, bankruptcy proceedings, and grand jury investigation
- Represented witnesses before grand jury and supervising federal court on Government challenges to Fifth Amendment assertions
- Represented alleged feeder for Florida-based Ponzi scheme in civil litigation and grand jury investigation
- Represented airline pilot charged with securities fraud
- Represented federal court receiver in lawsuit arising from a failed \$500 million hedge fund
- Represented Venezuelan national in forfeiture proceedings over seized private jet
- Represented internet advertising company in restrictive covenant, trade secret, and Computer Fraud and Abuse Act claims against offshore former officer
- Represented victim of New York-based Ponzi scheme in prosecuting claims against financial institutions in federal court and in FINRA arbitration
- Represented former officers of Puerto Rican bank in defense of claims by borrowers
- Represented medical device manufacturer in trademark and counterfeiting claims involving public safety

Healthcare Government Investigations & Litigation

Qui Tam Litigation

Securities & Enforcement

White Collar Defense & Government Investigations

Anti-Money Laundering



JONATHAN ETRA  
PARTNER

- Represented chain of nursing homes in defense of parallel qui tam and private civil litigation cases
- Represented liquidation committee of offshore bank in RICO claims against former consultant
- Represented Am Law 100 law firm in legal malpractice case
- Represented numerous targets, subjects, and witnesses in federal grand jury and regulatory proceedings and investigations

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### Previous Professional Experience

- Partner, Ferrell Law LLP (2008-2009)
- Partner, Tew Cardenas LLP (2003-2008)
- Assistant United States Attorney, United States Attorney's Office for the Southern District of New York, Criminal Division (1997-2003)
- Associate, Weil Gotshal & Manges LLP (1991-1996)

### Recognitions

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- [Chambers USA: A Guide to America's Leading Business Lawyers](#), Litigation: White-Collar Crime & Government Investigations (2019)
- [AV® Preeminent™ Peer Review Rated by Martindale-Hubbell](#)
- [Florida Super Lawyer](#) (2013-2018)

### Community

- Chairman of the Board, Family Resource Center of South Florida
- Board of Directors, American Jewish Committee for Dade and Broward Counties, Florida

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### Articles & Speeches



JONATHAN ETRA  
PARTNER

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**Insights**

Federal Criminal Liability Confusion Under CFAA, *Law 360* - Author (August 31, 2018)





# Daniel Newman

Partner

2 South Biscayne Blvd. T 305.373.9467  
21st Floor F 305.995.6387  
Miami, FL 33131

[dan.newman@nelsonmullins.com](mailto:dan.newman@nelsonmullins.com)



Daniel Newman is an experienced litigator of complex commercial, securities, and construction matters in state and federal courts and before various arbitration forums.

Mr. Newman represents both plaintiffs and defendants in a variety of business and securities-related litigations, including commercial torts, contracts, shareholder derivative actions, class actions, and common law and statutory securities fraud actions.

## Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

### Experience

- Represents individuals and entities in connection with investigations and litigation initiated by the SEC, FTC, the CFTC, FINRA, and state securities regulators.
- Represents entities, officers, and directors in connection with corporate internal investigations.
- Serves as receiver for business entities including those prosecuted by the SEC for engaging in securities fraud in which his efforts are concentrated on recovery for defrauded investors. Also has served and continues to serve as counsel to receivers.
- Represents owners, developers, and contractors in connection with a broad variety of construction litigation matters, including defects and delay and project scheduling and administration.

## Education

University of Miami School of Law, JD, cum laude (1991)

George Washington University, BBA, Finance (1988)

## Admissions

Florida

New York

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court for the Southern District of Florida

U.S. District Court for the Southern District of New York

## Practice Areas

[Banking & Financial Services](#)

[Financial Institutions Corporate & Regulatory](#)

[Financial Services Advisory](#)

[Bankruptcy, Creditors' Rights & Restructuring](#)



DANIEL NEWMAN  
PARTNER

- Frequent speaker at conferences and seminars on issues relating to litigation and securities. Mr. Newman has spoken on topics including but not limited to: assertion of the Fifth Amendment, discovery techniques in civil litigation, expert witness discovery in state and federal courts, broker-dealer litigation, and securities regulation and compliance.

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## Representative Matters

- Represented plaintiff business investors in action alleging claims against day trading firm and its successors in interest for fraud, conversion, and breach of contract
- Defended investment banking firm against \$16 million claim in action alleging breach of contract and professional negligence for alleged failure to advise optimal plan of finance and timely close bond offering
- Defended individual in federal court action instituted by SEC alleging violations of antifraud provisions of the federal securities laws
- Represented a CFO in one of the first Sarbanes-Oxley officer certification cases prosecuted by the SEC
- Defended Florida city in an SEC proceeding that alleged securities fraud in connection with municipal bond offerings
- Defended one of the country's largest broker-dealers against former broker's claim for defamation seeking \$1 million in damages
- Defended public company and its wholly owned subsidiary against multimillion-dollar claims for wrongful termination and tortious interference
- Defended brokerage firm against customer claims in connection with the sale of structured and other proprietary products
- Defended certified public accounting firm against class action claims alleging securities fraud
- Defended broker dealers in connection with regulatory investigations and actions concerning mark-ups
- Appointed as receiver over the management company and related hedge funds in connection with a securities fraud with claimed losses alleged to be in excess of \$500 million. In connection with this action, Mr. Newman oversaw a several hundred million dollar transaction, resulting in the formation of a new healthcare holding entity and subsequent court-approved distribution of interests in that entity. Served as the Chairman of the Board for the newly formed entity

Trustee, Receivership Practice & Representation

Broker Dealers & Investment Management Litigation

Commercial Litigation & Business Torts

Securities & Enforcement

## Industries

Banking & Financial Services

Construction

Consumer Products & Retail



DANIEL NEWMAN  
PARTNER

- Appointed as receiver over Boca Raton, Fla. company that engaged in illegal sale of securities in oil and gas limited partnerships
- Appointed as receiver for law firm in connection with partnership dissolution
- Represented school board in connection with defense of multi-phase design-build construction project, and indemnification claims against architect
- Part of a team involved in complex litigation arising from a multibillion-dollar airport terminal that resulted in more than \$100 million in claims arising from design defects, construction failures, and project administration and schedule issues

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### Previous Professional Experience

- Attorney with the U.S. Securities and Exchange Commission's (SEC) New York Regional Office, Division of Enforcement
  - Responsibility for the investigation and civil prosecution of violations of the federal securities laws
- Served for four years as an adjunct faculty member at the Nova Southeastern Shepard Broad Law Center, teaching a course focused on pre-trial and trial litigation skills

### Recognitions

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- [AV® Preeminent™ Peer Review Rated by Martindale-Hubbell](#)
- [Florida Legal Elite by Florida Trend magazine](#) in Commercial Litigation (2008-2009, 2011-2018)
- [Top Lawyer by South Florida Legal Guide](#) (2018)
- [The Best Lawyers in America®](#) for Commercial Litigation and Securities Regulation (2013-2018)
- [Florida Super Lawyers](#) (2006-2007, 2009-2018)
- [Leader in Law for Securities Law by Lifestyle Publications](#) (2014)



DANIEL NEWMAN  
PARTNER

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## Professional Activities

- Member, American Institute of CPAs
  - Damages Task Force
- Former Chair, Dade County Bar Association
  - Securities Litigation Committee
- Board Member and Treasurer, Florida Securities Dealers Association
  - Chair, Legislative Committee
- Legal and Compliance Division, Securities and Financial Markets Association
- Nova Southeastern University Shepard Broad College of Law, Adjunct Professor, Litigation Skills (2000-2004)

## Community

- Past President and Board of Directors, The David Posnack JCC
- Over a decade of coaching youth sports, including soccer, roller and ice hockey
- Board Member, University of Miami Law Alumni Association

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## Articles & Speeches

### Events/Speaking Engagements

[Financial Markets Association's 2019 Securities Compliance Seminar](#) - Speaker (May 1, 2019)

[Spellman-Hoeveler Inn of Court Bench & Bar Conference: Developments in Securities & Finance Law](#) - Panelist (March Friday, 2019)

Considerations and strategy for broker-dealers in conducting internal investigations, *2018 IBDC Conference* - Speaker (October 16, 2018)



# Michael D. Lessne

Partner

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Suite 2700 F 954.761.8135  
Fort Lauderdale, FL 33394  
[michael.lessne@nelsonmullins.com](mailto:michael.lessne@nelsonmullins.com)



Michael Lessne is a commercial litigator and bankruptcy and creditors' rights and restructuring attorney. Mr. Lessne is also a CPA licensed in Florida.

Mr. Lessne provides counsel to businesses and individuals in a broad array of restructuring and insolvency matters (including to debtors, lenders and other creditors, creditors' committees, fiduciaries, and purchasers of assets), in complex business and consumer bankruptcy matters, state court assignments, and out-of-court workouts, as well as in state and federal court proceedings involving business disputes and complex litigation. He has experience representing bankruptcy trustees and other parties in a variety of matters, including in healthcare cases, cases involving Ponzi schemes and fraud, retail cases, avoidance actions (including fraudulent transfer and preference proceedings), and dischargeability matters (including with respect to taxes).

Mr. Lessne also has experience in the areas of accounting and individual and corporate taxation, having interned at a prominent forensic accounting firm for a bankruptcy trustee, at a national tax firm, and at an international accounting firm.

## Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

## Representative Matters

- Represented national banks and other secured creditors, as well as unsecured creditors, in business and consumer

## Education

University of Miami School of Law, JD  
(2009)

- Rothschild Entrepreneurship Award

University of Florida, MAcc, Accounting  
(2006)

- Fisher School of Accounting Ed Triplett Leadership Award

University of Florida, BS, Accounting  
(2006)

## Admissions

Florida

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court for the Southern District of Florida

U.S. District Court for the Middle District of Florida

U.S. District Court for the Northern District of Florida



MICHAEL D. LESSNE  
PARTNER

bankruptcy proceedings, advancing their rights and defending against claims brought by debtors and trustees.

- Represented large trade and service creditors and parties to executory contracts in large retail bankruptcies in Florida and in Delaware. Represented a creditors' committee of a hospital in a Chapter 11 case in the Northern District of Florida.
- Represented an examiner and a liquidating trustee in a \$24 million bankruptcy case pending in the Middle District of Florida.
- Represented trustees appointed over healthcare providers.
- Represented trustees appointed over Ponzi scheme debtors.
- Represented trustees prosecuting avoidance actions and defendants who have been targeted.
- Represented potential and actual defendants who have been targeted by trustees in two cases involving clinical laboratories.
- Represented debtors who owned a retail mall and confirmed a joint chapter 11 plan of reorganization.

## Practice Areas

[Banking & Financial Services](#)

[Bankruptcy, Creditors' Rights & Restructuring](#)

[Bankruptcy & Insolvency Related Litigation](#)

[Creditor Representation](#)

[Debtor Representation](#)

[Healthcare Insolvency](#)

[Trustee, Receivership Practice & Representation](#)

[Healthcare](#)

## Previous Professional Experience

- Attorney, GrayRobinson, PA (2009-2017)
- Intern, Honorable Robert A. Mark, U.S. Bankruptcy Court for the Southern District of Florida (2009)
- Intern, Kapila & Company, Fort Lauderdale (2009)
- Intern, WTAS now known as Andersen Tax, West Palm Beach (2008)
- Intern, KPMG, Miami (2006)

## Recognitions

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- Daily Business Review's On the Rise Award (2019)
- [Florida Super Lawyers Rising Star by Super Lawyers Magazine](#) (2016-2018)
- [The Best Lawyers in America®](#) (2019)



MICHAEL D. LESSNE  
PARTNER

- Finalist for Up & Comers Award for Legal/Law Broward by South Florida Business and Wealth (2018)

## Professional Activities

- Advisory Board Member, Keiser University's Legal Studies program (2015-present)
- Broward Director, Bankruptcy Bar Association, Southern District of Florida (2013-present)
- Leadership Fort Lauderdale
  - Graduate, Class 18
  - Vice Chair, Class 20
  - Curriculum Chair, Class 21
- Graduate, Leadership Broward, Class 35

## Community

- Board Member, Deliver the Dream (2015-2018)
- Board of Directors, Leadership Broward Foundation
- Steering Committee, Ghost Light Society (2015-Present); Co-Chair (2018)
- Board of Directors, Broward Performing Arts Foundation (2018)
- Steering Committee, Historic Stranahan House Museum's Annual "Holiday Hangover" (new-year kickoff event) (2015-Present)
- Committee Member, Turquoise Takeover Task Force for the American Lung Association in Broward County (2017)

## Articles & Speeches

### Insights

Fifth Circuit Reverses Dismissal of Complaint Seeking Injunction to Prevent Medicare Recoupment Prior to Conclusion of Administrative Appeal based on Violation of Procedural Due Process, *Florida Bar Health Law Section*  
- Author (January-April 2018)

### Events/Speaking Engagements

[Leadership Broward: "Serving Up Leadership"](#) - Moderator (February Wednesday, 2019)

[Pre-Bankruptcy Best Practices in Litigation](#) - Moderator (Thursday, November 29, 2018)

Notable Recent Supreme Court Cases, *Bankruptcy Bar Association for the Southern District of Florida "Brown Bag"*  
- Moderator (June 27, 2018)



MICHAEL D. LESSNE  
PARTNER

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Large Overpayment Debts...Is Bankruptcy and Option, *Home Care of Florida's (HCAF) 28th Annual Conference and Trade Show* - Speaker (July 27, 2017)

Common Tax Issues in Bankruptcy, *Broward County Bar Association – Bankruptcy Section* - Speaker (March 29, 2017)

Intersection of Family Law and Bankruptcy Law, *Bankruptcy Bar Association for the Southern District of Florida "Brown Bag"* - Moderator (June 29, 2016)

Tax Issues in Bankruptcy, *Bankruptcy Bar Association for the Southern District of Florida "Brown Bag"* - Moderator (March 24, 2015)

## Blogs

[Fifth Circuit Reverses Dismissal of Complaint Seeking Injunction to Prevent Medicare Recoupment Prior to Conclusion of Administrative Appeal based on Violation of Procedural Due Process](#), *Healthcare Essentials* - Author (August 6, 2018)

[Fifth Circuit Reverses Dismissal of Complaint Seeking Injunction to Prevent Medicare Recoupment Prior to Conclusion of Administrative Appeal based on Violation of Procedural Due Process](#), *The Bankruptcy Protector* - Author (August 3, 2018)





# Kimberly Freedman

Of Counsel

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Kimberly Freedman focuses her practice on litigation and appellate matters. She has experience in appellate advocacy and sophisticated motion practice, and she has briefed and argued issues in federal district courts and before Florida appellate courts.

## Recognitions

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- [Super Lawyers Rising Star](#) in Appellate (2013-2018)

## Professional Activities

- The Florida Bar
- Editorial Board Member, ABA Appellate Practice Journal
- Jewish Federation of Broward County (2017-2018)
  - Business and Professions Vice-Chair, Young Leadership Division

## Education

University of Miami School of Law, JD, magna cum laude (2009)

- Charles C. Papy, Jr. Moot Court Board
- 11th Circuit Review Editor, Writing & Research Editor, *University of Miami Law Review*

University of Florida, BS, Psychology, minor in Criminology (2006)

- Valedictorian, College of Liberal Arts and Sciences

## Admissions

Florida

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court for the Southern District of Florida

## Clerkships

Law Clerk, The Honorable Paul C. Huck, U.S. District Court for the Southern District of Florida (2011 - 2012)

## Practice Areas

[Litigation](#)



KIMBERLY FREEDMAN  
OF COUNSEL

Appellate Practice & Legal Strategies  
Commercial Litigation & Business Torts  
Multi-Claim & Class Action Litigation



# Christopher Cavallo

Of Counsel

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Miami, FL 33131

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Christopher Cavallo focuses his practice in the areas of white collar defense & government investigations, receiverships, and complex commercial litigation. He is experienced in representing corporations and individuals in a wide-range of white collar matters, including grand jury investigations, sentencing hearings, and regulatory proceedings. Mr. Cavallo's practice also includes representing clients in complex litigations, including civil RICO, business and partnership disputes, and federal court receiverships. He has been with the Firm since 2010 when he was first hired as a summer associate.

## Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

### Experience

- Represented the former officer of a public company, and the main target in largest federal grand jury investigation in the investigating district's history, in which the government alleged losses exceeding \$1 billion; represented same former officer in parallel SEC investigation and civil litigations. U.S. Attorney's Office declined prosecution and matter resolved with civil settlement.
- Represented client in suit against her former husband for fraud and intentional failure to disclose material assets during divorce proceedings. Obtained \$50 million judgment for client.
- Represented victim of securities fraud in lawsuit against perpetrators; defense pleadings stricken due to discovery fraud, perjury, and witness tampering.

## Education

University of Miami School of Law, JD (2011)

- Vice President, Charles C. Papy, Jr. Moot Court Board

Siena College, BA, Economics (2008)

## Admissions

Florida

## Practice Areas

[White Collar Defense & Government Investigations](#)

[Trustee, Receivership Practice & Representation](#)

[Commercial Litigation & Business Torts](#)

[Securities & Enforcement](#)



CHRISTOPHER CAVALLO  
OF COUNSEL

- Represented client charged with Lacey Act violation for retail sale of wildlife product. Argued for downward variance from sentencing guideline range of 18-24 months; client sentenced to three years' probation.
- Represented former officers of public company in defense of civil RICO claims exceeding \$1 billion in alleged damages.
- Represented Bahamian clients in customs investigation and asset seizure. Recovered majority of clients' seized assets.
- Represented Iranian client in investigation and forfeiture proceedings initiated by U.S. Attorney's Office. Successfully recovered all of client's assets.
- Represented federal court receiver in lawsuits arising from a failed \$500 million hedge fund.
- Represented federal court receiver in lawsuits arising from multi-million dollar Ponzi scheme.
- Represented federal court receiver in lawsuit arising from operation of fraudulent stock transfer entities.
- Represented victim of New York-based Ponzi scheme in FINRA arbitration.
- Represented various financial institutions in connection with grand jury subpoenas and preparing witnesses for trial.
- Represented numerous other clients in cases involving complex, large-scale productions in response to grand jury and other government issued subpoenas.

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### **Educational Activities**

- University of Miami School of Law
  - Volunteered with the HOPE (Helping Others Through Pro Bono Efforts)

### **Recognitions**

The bar rules of some states require that the standards for an attorney's inclusion in certain public accolades or recognitions be provided. When such accolades or recognitions are listed, a hyperlink is provided that leads to a description of the respective selection methodology.

- [Chambers USA: A Guide to America's Leading Business Lawyers](#), Litigation: White-Collar Crime & Government Investigations (2019)

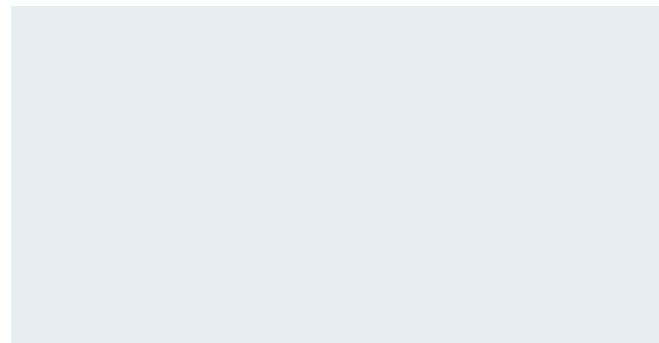


CHRISTOPHER CAVALLO  
OF COUNSEL

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## Community

- Parish Council Member, Assumption Catholic Church
- Jubilee Committee Co-Chair, Assumption Catholic Church
- Co-Founder and Board Member, Young Catholic Couples of Broward County
- Committee Member, 4KIDS of South Florida, twentyfive40



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## Articles & Speeches

### Insights

[Federal Criminal Liability Confusion Under CFAA, Law 360](#) - Author (August 31, 2018)



# William E. Baldwin

Associate

100 S.E. 3rd Avenue T 954.745.5272  
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[william.baldwin@nelsonmullins.com](mailto:william.baldwin@nelsonmullins.com)



Will Baldwin represents clients in a range of matters spanning complex and general litigation, bankruptcy, and healthcare. He has experience managing cases from pre-suit through trial and appeal.

## Experience

Following is a selected sampling of matters and is provided for informational purposes only. Past success does not indicate the likelihood of success in any future matter.

### Experience

- Representing Trustees and creditors in Chapter 7 and Chapter 11 bankruptcy proceedings.
- Representing and advising healthcare providers with government fraud investigations and overpayment claims.
- Representing hospitals and other healthcare providers in payment disputes with insurers regarding the reimbursement rates for out-of-network services.
- Representing shareholders in corporate disputes.
- Representing parties in trust disputes.
- Representing businesses in a variety of commercial disputes.
- Defending attorneys against legal malpractice claims.
- Representing and advising the manufacturers of dietary and fitness supplements.
- Defending parties in personal injury, wrongful death, products liability, premises liability, and medical malpractice lawsuits.

## Education

University of Minnesota School of Law, JD

- Member, Maynard Pirsig Moot Court
- Dean's Distinguished Scholarship

Purdue University, BA, Political Science

## Admissions

Florida

## Practice Areas

[Bankruptcy & Insolvency Related Litigation](#)

[Commercial Litigation & Business Torts](#)

[Healthcare](#)

[Multi-Claim & Class Action Litigation](#)

[Premises Liability](#)

[Products Liability - Consumer & Mechanical](#)

[Products Liability - Pharmaceuticals & Medical Devices](#)

[Trusts & Estates](#)



WILLIAM E. BALDWIN  
ASSOCIATE

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### Educational Activities

- University of Minnesota School of Law
  - Intercollegiate Trial Team

### Industries

Healthcare

Health Insurance

9/14/2018 PA7	Anzalone, Trish	0.2	\$35.00 Prepare memo to receivership team regarding Western Alliance (.2).
9/17/2018 PA7	Anzalone, Trish	1.0	\$175.00 Review correspondence from Western Alliance Bank (.2); Written correspondence to Legal Department for Bridge Bank (.5); Written and telephonic communications with Western Alliance Bank (.3).
9/18/2018 PA7	Anzalone, Trish	0.9	\$157.50 Written communication with J Robinson from White and Case related to Western Alliance (.4); Review correspondence from bank regarding subpoena (.2); Prepare transmittal to R. Thiesen with Bridge Bank (.3).
9/20/2018 PA7	Anzalone, Trish	0.1	\$17.50 Prepare update to NMBC team regarding status of Western Alliance (.1).
9/27/2018 PA7	Anzalone, Trish	0.3	\$52.50 Review status of subpoena responses and telephone conference with K. McCaleb at Bridge Bank (.3).
10/1/2018 PA7	Anzalone, Trish	0.2	\$35.00 Review additional information from Bridge Bank (.2).
11/7/2018 PA7	Anzalone, Trish	0.4	\$70.00 Review communications and documents produced by Western Alliance-Bridge Bank (.4).
12/19/2018 PA7	Anzalone, Trish	0.2	\$35.00 Review court order related to Bridge Bank, and prepare memo (.2).
1/8/2019 PA7	Anzalone, Trish	0.9	\$157.50 Review of supplemental documents produced by Western Alliance Bank (.9);
1/14/2019 PA7	Anzalone, Trish	0.6	\$105.00 Review 2nd supplemental documents produced by Western Alliance-Bridge Bank (.6);
1/22/2019 PA7	Anzalone, Trish	1.2	\$210.00 Review correspondence from M. Brewster, final production by Western Alliance Bank (.8); Written communications with W. Baldwin (.4);
1/23/2019 PA7	Anzalone, Trish	0.5	\$87.50 Update ShareSpace for Kapila Mukamal and documents regarding WBA account (.2); Written and telephonic communications with M. Usin at bank (.3).
1/25/2019 PA7	Anzalone, Trish	0.5	\$87.50 Written communications with Will Baldwin re: second half of final Western Alliance production (.5).
1/28/2019 PA7	Anzalone, Trish	0.6	\$105.00 Review Western Alliance / Bridge Bank documents (.6).
1/29/2019 PA7	Anzalone, Trish	0.8	\$140.00 Written communications and attention to the Western Alliance Bank documents (.8).
1/30/2019 PA7	Anzalone, Trish	0.2	\$35.00 Telephone conference with K. McCoy regarding Bridge Bank (.2).
2/5/2019 PA7	Anzalone, Trish	0.7	\$122.50 Assist counsel related to Western Bank filings and documents (.7).
2/7/2019 PA7	Anzalone, Trish	0.9	\$157.50 Review of unredacted production from Western Alliance Bank (.9).
2/12/2019 PA7	Anzalone, Trish	1.2	\$210.00 Prepare correspondence to Kapila Mukamal regarding unredacted Western Bank production (.5); Prepare communication to Robert Levenson regarding supplemental bank production (.7).
2/13/2019 PA7	Anzalone, Trish	0.2	\$35.00 Written communications with R. Weiss as to Western Alliance documents (.2)
2/14/2019 PA7	Anzalone, Trish	0.5	\$87.50 Review correspondence from Monique Jewett-Brewster, supplemental documents from Western Alliance Bank (.5).
		<b>12.1</b>	<b>\$2,117.50</b>
1/14/2019 WEB	Baldwin, William E.	3.7	\$1,073.00 Review production from Western Alliance Bank documents pages 1-876.
1/15/2019 WEB	Baldwin, William E.	6.9	\$2,001.00 Review production from Western Alliance Bank documents pages 876 through 2,511.
1/16/2019 WEB	Baldwin, William E.	7.5	\$2,175.00 Review production from Western Alliance Bank documents numbered 2,511 through 4,288.
1/17/2019 WEB	Baldwin, William E.	2.7	\$783.00 Review production from Western Bank documents numbered 4,288 through 4,928.
1/24/2019 WEB	Baldwin, William E.	7.1	\$2,059.00 Review production from Western Bank pages 4,928 through 6,644.
4/10/2019 WEB	Baldwin, William E.	0.8	\$232.00 Review Bridge Bank's Motion to Offset Cash Collateral to recover its attorney's fees and costs.
4/10/2019 WEB	Baldwin, William E.	0.6	\$174.00 Conference with attorneys Gary Freedman and Chris Cavallo regarding response to Bridge Bank's motion for attorney's fees.
4/16/2019 WEB	Baldwin, William E.	1.3	\$377.00 Research related to Bridge Bank response brief.
4/17/2019 WEB	Baldwin, William E.	0.7	\$203.00 Research related to Bridge Bank response brief.
4/17/2019 WEB	Baldwin, William E.	0.7	\$203.00 Review defenses to Bridge Bank motion for attorney's fees.
4/18/2019 WEB	Baldwin, William E.	2.1	\$609.00 Review agreements between Bright Smile and Bridge Bank, including provisions relating to security interests, attorney's fees, costs, signatures, scope of agreement, in connection with response to Bridge Bank's Motion for Attorney's Fees.
4/18/2019 WEB	Baldwin, William E.	1.3	\$377.00 Research related to Bridge Bank response brief.
4/18/2019 WEB	Baldwin, William E.	0.4	\$116.00 Review production from Bridge Bank in connection with response to its Motion to Offset Collateral to recover attorney's fees.
4/25/2019 WEB	Baldwin, William E.	2.8	\$812.00 Research related to award attorney's fees against Bridge Bank in favor of the Receiver in connection with litigation concerning the cash collateral account, and revise response to Bridge Bank's motion for attorney's fees.
4/29/2019 WEB	Baldwin, William E.	3.7	\$1,073.00 Draft motion for attorney's fees and cost in connection with cash collateral litigation with Bridge Bank.
		<b>42.3</b>	<b>\$12,267.00</b>
8/29/2018 CC17	Cavallo, Christopher C	2.0	\$700.00 Revise and finalize motion re: Bridge Bank (1.5); attention to Bridge Bank issues (.5);
8/30/2018 CC17	Cavallo, Christopher C	0.3	\$105.00 Attention to Bridge Bank issues (.3);



9/6/2018	CC17	Cavallo, Christopher C	3.5	\$1,225.00	Attention to Freedman and Canigiani declarations and motion re: Bridge Bank (3.5);
9/24/2018	CC17	Cavallo, Christopher C	0.4	\$140.00	Review e-mails re: Bridge Bank approvals and calls with Ms. Canigiani re: same (.4);
9/28/2018	CC17	Cavallo, Christopher C	0.3	\$105.00	Attention to motion for enlargement of time to respond to Bridge Bank termination motion (.3);
9/29/2018	CC17	Cavallo, Christopher C	0.5	\$175.00	Draft motion for enlargement of time re: Bridge Bank termination motion (.5).
10/3/2018	CC17	Cavallo, Christopher C	0.3	\$105.00	Review Court order granting motion for extension of time re: Bridge Bank (.1); conferences with Receiver re: same (.2);
10/11/2018	CC17	Cavallo, Christopher C	0.2	\$70.00	Attention to Bridge Bank issues (.2).
10/16/2018	CC17	Cavallo, Christopher C	0.4	\$140.00	Review emails re: Bridge Bank issues and discuss with Receiver (.4) ;
10/18/2018	CC17	Cavallo, Christopher C	3.3	\$1,155.00	Review Bridge Bank production and begin index of same (2.9); review e-mails re: Bridge Bank production (.2); telephone conferences with Jeanne Canigiani and Receiver re: customer refund access (.2)
12/5/2018	CC17	Cavallo, Christopher C	0.5	\$175.00	Telephone conference with Bridge Bank and resolve related account issues (.5);
12/17/2018	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to Bridge Bank status report issues (1.0);
12/19/2018	CC17	Cavallo, Christopher C	0.4	\$140.00	Conference with Receiver's counsel re: research issues and Bridge Bank (.4);
1/2/2019	CC17	Cavallo, Christopher C	0.1	\$35.00	Attention to issues related to Bridge Bank.
1/3/2019	CC17	Cavallo, Christopher C	0.2	\$70.00	Attention to Bridge Bank issues (.2);
1/4/2019	CC17	Cavallo, Christopher C	0.3	\$105.00	Attention to Bridge Bank issues and discuss same with Receiver (.3);
1/7/2019	CC17	Cavallo, Christopher C	0.2	\$70.00	Attention to Bridge Bank production issues (.2);
1/11/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to Bridge Bank issues (.8); attention to Bridge Bank production issues (.2)
1/21/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to issues related to Bridge Bank, including production and response brief (1.0);
1/22/2019	CC17	Cavallo, Christopher C	2.3	\$805.00	Draft response to Bridge Bank motion (1.8); attention to Bridge Bank production issues (.5);
1/23/2019	CC17	Cavallo, Christopher C	2.2	\$770.00	Attention to issues for response to Bridge Bank motion and review of related case law (2.2);
1/24/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to issues related to Bridge Bank and response to comfort motion (1.0);
1/25/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to Bridge Bank issues (1.0);
1/26/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to response to Bridge Bank comfort motion, including review of draft, telephone conferences with Receiver, and emails with team re: same.
1/27/2019	CC17	Cavallo, Christopher C	2.5	\$875.00	Attention to Bridge Bank response, including draft response and telephone conferences with Receiver re: same.
1/28/2019	CC17	Cavallo, Christopher C	1.5	\$525.00	Review case law for Bridge Bank response (1.5)
1/29/2019	CC17	Cavallo, Christopher C	0.5	\$175.00	Response to Bridge Bank and review related case law (5.8); conferences with Receiver re: same (.5);
2/1/2019	CC17	Cavallo, Christopher C	0.5	\$175.00	Attention to issues related to Bridge Bank production and review (.5);
2/4/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to issues related to Bridge Bank objection, including review of objection and emails re: same (1.0)
2/5/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to Bridge Bank reply in support of termination motion (.8); conferences with Receiver and counsel re: Bridge Bank issues (1.0)
2/6/2019	CC17	Cavallo, Christopher C	2.0	\$700.00	Attention to Bridge Bank issues, including reply to objection and possible surreply on termination motion (1.5); attention to Bridge Bank production issues; (.5)
2/7/2019	CC17	Cavallo, Christopher C	1.5	\$525.00	Attention to Bridge Bank surreply and reply (1.5);
2/8/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to Bridge Bank surreply issues (1.0);
2/9/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to issues for Bridge Bank surreply, including review of various draft documents, emails with counsel and the Receiver, and telephone conference with Receiver.
2/10/2019	CC17	Cavallo, Christopher C	2.2	\$770.00	Review and revise surreply to Bridge Bank termination motion (1.5); review and revise Canigiani declaration; (.5) conferences with Receiver re: same (.2)
2/12/2019	CC17	Cavallo, Christopher C	0.5	\$175.00	Attention to Bridge Bank issues.
2/15/2019	CC17	Cavallo, Christopher C	1.0	\$350.00	Attention to Bridge Bank issue, including review of order and communications with Receiver and Receiver's counsel.
4/5/2019	CC17	Cavallo, Christopher C	0.5	\$175.00	Review Bridge Bank letter and draft motion and review related case law.
4/7/2019	CC17	Cavallo, Christopher C	0.4	\$140.00	Attention to issues re: Bridge Bank letter and fee demand.
4/10/2019	CC17	Cavallo, Christopher C	0.8	\$280.00	Attention to Bridge Bank draft motion, including review of case law and outline, and conferences with Receiver and Receiver's counsel.
4/11/2019	CC17	Cavallo, Christopher C	2.3	\$805.00	Prepare for and attend meeting with Receiver's counsel re: pending issues, including but not limited to Bridge Bank.
4/15/2019	CC17	Cavallo, Christopher C	0.5	\$175.00	Attention to Bridge Bank issues and emails with Receiver's counsel re: same.
4/18/2019	CC17	Cavallo, Christopher C	0.3	\$105.00	Review email and case law re: Bridge Bank motion.
4/19/2019	CC17	Cavallo, Christopher C	0.5	\$175.00	Attention to Bridge Bank issues, including review of related emails and telephone conference with Receiver re: same.

4/20/2019	CC17	Cavallo, Christopher C	0.5	\$	175.00	Attention to Bridge Bank issues, including review of local rule re: attorneys' fees, conference with Receiver, and review emails from Receiver's counsel.
4/21/2019	CC17	Cavallo, Christopher C	0.3		\$105.00	Telephone conference with Receiver re: Bridge Bank issues and other pending issues.
4/22/2019	CC17	Cavallo, Christopher C	0.8		\$280.00	Attention to Bridge Bank response issues and review related documents.
4/24/2019	CC17	Cavallo, Christopher C	0.3		\$105.00	Conference with Receiver re: Bridge Bank.
4/25/2019	CC17	Cavallo, Christopher C	0.4		\$140.00	Attention to Bridge Bank letter response and related issues.
4/26/2019	CC17	Cavallo, Christopher C	0.4		\$140.00	Attention to Bridge Bank issues and conference with Receiver re: same (.4)
4/29/2019	CC17	Cavallo, Christopher C	0.4		\$140.00	Attention to Bridge Bank issues, including conferences with Receiver and Receiver's counsel.
5/6/2019	CC17	Cavallo, Christopher C	2.0		\$700.00	Attention to Bridge Bank response and cross-motion for fees, including review of and revisions to same.
5/7/2019	CC17	Cavallo, Christopher C	4.1		\$1,435.00	Attention to Bridge Bank response, cross-motion for fees, and review of related documents (3.7); conference with Receiver's counsel re: same (.4).
5/8/2019	CC17	Cavallo, Christopher C	5.2		\$1,820.00	Attention to Bridge Bank response brief, including preparation of declarations, reviewing related filings, and continued revisions to response.
5/9/2019	CC17	Cavallo, Christopher C	3.5		\$1,225.00	Attention to Bridge Bank response, including continued preparation of response and declarations.
5/10/2019	CC17	Cavallo, Christopher C	5.5		\$1,925.00	Attention to Bridge Bank response, including review emails for same, preparation of declarations for same, and conferences with Receiver and Receiver's counsel.
			<b>68.3</b>		<b>\$23,905.00</b>	
8/26/2018	JE2	Etra, Jonathan	2.2		\$1,100.00	Drafted motion and proposed order regarding Bridge Bank (1.6). Distributed same and correspondence on same (.2). Revisions to motion and order regarding Bridge Bank based on comments (.4).
8/27/2018	JE2	Etra, Jonathan	3.2		\$1,600.00	Calls and conferences with representative of Bridge Bank, counsel for Bridge Bank, and SEC regarding potential motion directed at Bridge Bank and regarding issue of account ending 98835 (1.0). Revisions to motion directed at Bridge Bank based on foregoing and based on internal conferences (.8). Conference and correspondence with Mr. Dwyer regarding foregoing Bridge Bank issues and regarding other pending matters (.4). Conferences with Receiver and co-counsel regarding developing and changing Bridge Bank issues, (1.0).
8/28/2018	JE2	Etra, Jonathan	0.5		\$250.00	Conferences with Receiver and co-counsel regarding pending matters including Bridge Bank.
8/29/2018	JE2	Etra, Jonathan	1.5		\$750.00	Conferences and correspondence regarding immediate issues involving Bridge Bank, including revisions to motion for clarification, transmission of today's order to Bank, and Bank's continued failure to comply (1.5).
8/30/2018	JE2	Etra, Jonathan	0.3		\$150.00	Attention to Bridge Bank issues including review of email correspondence (.3)
8/31/2018	JE2	Etra, Jonathan	1.8		\$900.00	Attention to Bridge Bank issues, including review and revisions to motion for order to show cause (1.0), review of correspondence with Bank from yesterday through the end of the day (.4). and conferences with Receiver and co-counsel regarding same (.4).
9/5/2018	JE2	Etra, Jonathan	0.3		\$150.00	Reviewed latest developments regarding Bridge Bank and strategy on same (.3).
9/6/2018	JE2	Etra, Jonathan	1.0		\$500.00	Work on Bridge Bank hearing prep, legal issues, finalizing Freedman Declaration, and resolution (1.0).
10/2/2018	JE2	Etra, Jonathan	0.5		\$250.00	Assisted with motion for extension of time to respond to Bridge Bank motion.
12/11/2018	JE2	Etra, Jonathan	0.6		\$300.00	Review and proposed revisions to Mr. Freedman's draft letter responding to letter from Bridge Bank counsel (.3). Conferences with Receiver and Mr. Cavallo re same. (.3)
12/17/2018	JE2	Etra, Jonathan	0.2		\$100.00	Call with Mr. Cavallo and conference with receiver regarding today's court order on Bridge Bank.
1/7/2019	JE2	Etra, Jonathan	0.1		\$50.00	Review of letter from Bridge Bank and conferred with Mr. Cavallo re same (.2) and e-mail to team re same (.1).
1/23/2019	JE2	Etra, Jonathan	0.2		\$100.00	Conference with Mr. Cavallo re Bridge Bank. (.2).
2/4/2019	JE2	Etra, Jonathan	0.4		\$200.00	Initial review of Bridge Bank opposition to motion to approve Bright Smile sale, distributed same, follow up on same (.4)
2/5/2019	JE2	Etra, Jonathan	0.4		\$200.00	Conferences with Mr. Sale regarding objection to motion to approve sale of Bright Smile filed Bridge Bank (.6), reviewed draft reply and comments and edits to same (.4).
2/6/2019	JE2	Etra, Jonathan	0.8		\$400.00	Review of Bridge Bank's reply in support of its motion for a comfort order (.1). Correspondence re same and re anticipated reply in support of motion to approve Bright Smile transaction and additions to same and review of draft reply briefs (.7).
4/24/2019	JE2	Etra, Jonathan	0.2		\$100.00	Call with receiver re bridge bank and other pending matters; (.1) Revision to draft letter to bridge bank (.1)
4/30/2019	JE2	Etra, Jonathan	0.1		\$50.00	Conferred with Receiver re Bridge Bank issue.
			<b>14.3</b>		<b>\$7,150.00</b>	
8/24/2018	GMF	Freedman, Gary M.	1.0		\$500.00	Meet with J. Canigiani, attention to BridgeBank issues.
8/27/2018	GMF	Freedman, Gary M.	0.1		\$50.00	Telephone conference with J. Etra re Bridgebank issues.

8/28/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Telephone conference with J. Cangiani regarding various issues including Bridge bank.
8/29/2018	GMF	Freedman, Gary M.	0.5	\$250.00 Exchange a number of emails with M. Brewster regarding Bridge Bank's failure to process ACHs.
8/29/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review email from M. Brewster regarding assessing Bridge Bank account.
8/29/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Attention to effectuating Bridge Bank clarification order.
8/29/2018	GMF	Freedman, Gary M.	0.4	\$200.00 Telephone conference with M. Lessne re Bridge Bank issues.
8/29/2018	GMF	Freedman, Gary M.	0.3	\$150.00 Review Bridge Bank treasury service agreement and prepare email to M. Brewster re reserve account.
8/29/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Analyze research issues regarding Bridge Bank claim to cash collateral.
8/29/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Prepare email to M. Lessne regarding Bridge Bank issues.
8/30/2018	GMF	Freedman, Gary M.	0.5	\$250.00 Conference call with Bridge Bank regarding processing ACHs.
8/30/2018	GMF	Freedman, Gary M.	0.4	\$200.00 Exchange various emails w team re motion to compel Bridge Bank.
8/30/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Review email from M. Lessne regarding Bridge Bank's obligations.
8/31/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Analyze issues relating to Bridge Bank motion for order to show cause and prepare email to J. Canigiani regarding computations.
9/5/2018	GMF	Freedman, Gary M.	0.9	\$450.00 Revise my affidavit in respect to Bridge Bank.
9/5/2018	GMF	Freedman, Gary M.	0.3	\$150.00 Meet with D. Newman and C. Cavallo regarding Bridge Bank (.3)
9/5/2018	GMF	Freedman, Gary M.	0.5	\$250.00 Multiple telephone conference with J. Robinson regarding settlement of Bridge Bank order to show cause (3x).
9/5/2018	GMF	Freedman, Gary M.	0.4	\$200.00 Research regarding Bridge Bank and Western Alliance Bank.
9/5/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Receipt and review email re Bridge Bank's jurisdictional issue.
9/6/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review multiple filings by Bridge Bank.
9/6/2018	GMF	Freedman, Gary M.	2.0	\$1,000.00 Receipt and review Bridge Bank's response to order to show cause and affidavits and prepare examinations.
9/6/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange emails with J. Snead regarding allegations in Bridge Bank's response.
9/6/2018	GMF	Freedman, Gary M.	0.3	\$150.00 Identify time entries associated with dispute with Bridge Bank.
9/11/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Meet with J. Sale regarding Bridge Bank bank account.
9/12/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Attention to Bridge Bank account issues.
9/12/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange emails w J. Robinson regarding Bridge Bank issues.
9/13/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange emails w J. Robinson regarding switching Bridge Bank Accounts (2x).
9/18/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Telephone conference with J. Canigiani regarding Bridge Bank issues.
9/19/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review detailed email from J. Canigiani re issues with Bridge Bank.
9/20/2018	GMF	Freedman, Gary M.	0.5	\$250.00 Telephone conference with J. Robinson regarding various Bridge Bank issues including return of cash collateral.
9/21/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Exchange emails with J. Robinson regarding Bridge Bank subpoena.
9/21/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review termination letter from Bridge Bank.
9/26/2018	GMF	Freedman, Gary M.	0.3	\$150.00 Telephone conference with J. Robinson regarding bridge Bank's response to subpoena and motion to terminate.
9/27/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Receipt and review email from J. Robinson regarding Bridge Bank accounts and prepare response.
9/28/2018	GMF	Freedman, Gary M.	0.5	\$250.00 Telephone conference with J. Robinson regarding Bridge Bank subpoena and extension on response to motion to terminate.
9/28/2018	GMF	Freedman, Gary M.	0.4	\$200.00 Analyze issues regarding motion for enlargement and response to Bridge Bank's motion to terminate.
9/28/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Prepare email to J. Canigiani regarding Bridge Bank search terms.
10/1/2018	GMF	Freedman, Gary M.	0.4	\$200.00 Revise motion for extension of time to respond to Bridge Bank's termination motion.
10/2/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange several emails with J. Robinson regarding Bridge Bank search terms.
10/3/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Attention to Bridge Bank's claim for overdraft charges.
10/3/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Prepare email to J. Dwyer and Y. Bogen regarding closing Bridge Bank account.
10/4/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Attention to email sre closing one Bridge Bank account.
10/11/2018	GMF	Freedman, Gary M.	0.3	\$150.00 Attention to funding returns to customers through Bridge Bank, including telephone conference with J. Canigiani and emails from Bridge Bank
10/14/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Exchange emails with J. Sale regarding Bridge Bank documents.
10/14/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Complete Bridge Bank document.
10/16/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review email from J. Canigiani regarding Bridge Bank issues.
10/19/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review letter from M. Cole regarding Bridge Bank production.
10/23/2018	GMF	Freedman, Gary M.	1.0	\$500.00 Review Bridge Bank production.
10/29/2018	GMF	Freedman, Gary M.	0.8	\$400.00 Begin analysis of Bridge Bank's termination motion.

10/29/2018	GMF	Freedman, Gary M.	0.5	\$250.00 Prepare matters for deposition of Bridge Bank representative.
10/30/2018	GMF	Freedman, Gary M.	2.9	\$1,450.00 Review Bridge Bank agreements and research regarding NACHA rules and regulations
11/19/2018	GMF	Freedman, Gary M.	0.2	\$100.00 Receipt and review debtor's response to Western Bank's motion for stay relief and for fees .
12/6/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review email from J. Robinson regarding references in receiver's report to Bridge Bank and prepare response to J. Robinson.
12/7/2018	GMF	Freedman, Gary M.	0.1	\$50.00 Telephone conference with J. Sale regarding status of Bridge Bank letter.(1) .
12/10/2018	GMF	Freedman, Gary M.	3.0	\$1,500.00 Prepare response to J. Robinson's letter regarding Bridge Bank. (CAD)
12/17/2018	GMF	Freedman, Gary M.	0.3	\$150.00 Receipt and review order on Bridge Bank status report and analyze response (CAD).
1/3/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Receive and review order on Bridge Bank's motion for setoff
1/7/2019	GMF	Freedman, Gary M.	0.3	\$150.00 Prepare email to team regarding Bridge Bank tasks
1/9/2019	GMF	Freedman, Gary M.	1.8	\$900.00 Revise BridgeBank production .
1/10/2019	GMF	Freedman, Gary M.	2.0	\$1,000.00 Review BridgeBank production.
1/11/2019	GMF	Freedman, Gary M.	0.3	\$150.00 Telephone conference with W. Baldwin regarding Bridge Bank document review .
1/14/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Receive and review letter from M. Brewster regarding bridge Bank production .
1/22/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Receipt and review Bridge Bank's notice of completion and prepare email to M. Brewster regarding same .
1/23/2019	GMF	Freedman, Gary M.	0.3	\$150.00 Exchange emails with M. Brewster regarding document delivery and amending Bridge Bank's notice of compliance (2x).
1/23/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review order on Bridge Bank response .
1/24/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Prepare email to team regarding resolution of Bridge Bank issues .
1/24/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Receipt and review amended notice from Bridge Bank and exchange emails with M. Brewster regarding same.
1/24/2019	GMF	Freedman, Gary M.	0.4	\$200.00 Office conference with J. Sale and C. Cavallo regarding Bridge Bank issues .
1/24/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Telephone conference with R. Schultz and C. Cavallo regarding resolution of Bridge Bank issues .
1/24/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Prepare email to J. Robinson regarding agreed order on Bridge Bank.
1/24/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Telephone conference with J. Robinson regarding Bridge Bank settlement
1/24/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Prepare email to team re Bridge Bank settlement
1/25/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange emails with J. Robinson regarding extension and Bridge Bank settlement
1/25/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange emails with M. Brewster regarding Bridge Bank settlement .
1/25/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Office conference with C. Cavallo regarding preparation for Bridge Bank call .
1/25/2019	GMF	Freedman, Gary M.	0.5	\$250.00 Prepare proposal for settlement with Bridge Bank .
1/25/2019	GMF	Freedman, Gary M.	0.5	\$250.00 Telephone conference with M. Brewster and J. Ross regarding settlement of Bridge Bank motion and prepare email with settlement terms.
1/28/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Exchange emails with C. Cavallo regarding Bridge Bank response
1/28/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review email from J. Ross regarding Bridge Bank's settlement position
1/28/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Attention to BridgeBank reconciliation issues
1/28/2019	GMF	Freedman, Gary M.	0.3	\$150.00 Attention to bridge Bank's production
1/28/2019	GMF	Freedman, Gary M.	1.5	\$750.00 Review Bridge bank response.
1/29/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Prepare email to J. Cangiani regarding documents received from Bridge Bank (3x).
1/29/2019	GMF	Freedman, Gary M.	1.2	\$600.00 Review Bridge Bank response
1/29/2019	GMF	Freedman, Gary M.	0.8	\$400.00 Revise Bridge Bank produced documents and prepare email to M. Brewster regarding same and analyze effect on Bridge Bank response
2/5/2019	GMF	Freedman, Gary M.	0.3	\$150.00 Receipt and review email exchange between D. Newman and B. Levenson regarding Bridge Bank objection to Bright Smile deal and telephone conference with J. Sale regarding same.
2/5/2019	GMF	Freedman, Gary M.	7.0	\$3,500.00 Sale Prepare reply to Bridge Bank's objection to sale motion .
2/5/2019	GMF	Freedman, Gary M.	0.6	\$300.00 Exchange various emails with team and telephone conference with D. Newman and C. Cavallo regarding response to Bridge Bank's objection to Bright Smile sale motion and Bridge Bank's reply to termination motion.
2/6/2019	GMF	Freedman, Gary M.	3.2	\$1,600.00 Review Bridge Bank's reply to termination motion and revise reply to Bridge Bank's objection to Bright Smile sale motion (AAR).
2/8/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Prepare email to J. Cangiani regarding charge back information regarding Bridge Bank.
2/8/2019	GMF	Freedman, Gary M.	0.2	\$100.00 Telephone conference with R. Schultz regarding Bridge Bank issues and Bright smile closing .
2/12/2019	GMF	Freedman, Gary M.	0.4	\$200.00 Exchange emails w J. Robinson regarding further briefing on Bridge Bank termination.
2/13/2019	GMF	Freedman, Gary M.	0.3	\$150.00 Receipt and review Bridge Bank's motion for sur-reply and analyze potential motion to strike .
2/14/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Receipt and review email from R. Schultz regarding Bridge Bank filing and status of Bright smile approval order .
2/25/2019	GMF	Freedman, Gary M.	0.1	\$50.00 Exchange emails with D. Newman regarding notice to Bridge Bank and receipt and review email from D. Newman to J. Robinson .

2/26/2019	GMF	Freedman, Gary M.	0.2	\$100.00	Receipt and review email from J. Ross regarding documenting status of relationship with Bridge Bank.
3/4/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Exchange emails w J. Sale re Bridge Bank account .
3/9/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Exchange emails with J. Canigiani regarding access to Bridge Bank operating account.
3/25/2019	GMF	Freedman, Gary M.	0.3	\$150.00	Exchange emails w J. Canigiani regarding status of Bridge Bank operating account (2x).
4/8/2019	GMF	Freedman, Gary M.	0.2	\$100.00	Prepare email to J. Sale, C. Cavahlo and D. Newman regarding Bridge Bank fee motion.
4/8/2019	GMF	Freedman, Gary M.	0.4	\$200.00	Research regarding Bridge Bank's entitlement to attorney's fees
4/10/2019	GMF	Freedman, Gary M.	0.6	\$300.00	Office conference with C. Cavahlo and W. Baldwin regarding response to Bridge Bank fee motion.
4/11/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Exchange emails with S. Kapila regarding Bridge Bank analysis.
4/22/2019	GMF	Freedman, Gary M.	0.3	\$150.00	Review 1GC filings regarding Bridge Bank.
4/26/2019	GMF	Freedman, Gary M.	0.5	\$250.00	Prepare detailed email regarding preparing fee motion direct at Bridge Bank and exchange subsequent emails.
4/30/2019	GMF	Freedman, Gary M.	0.2	\$100.00	Attention to analysis regarding fees spent dealing with Bridge bank issues .
5/1/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Prepare email to P. Batista regarding background documents regarding Bridge Bank.
5/2/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Prepare email to P. Batista regarding Bridge Bank fraudulent transfer claim.
5/2/2019	GMF	Freedman, Gary M.	2.4	\$1,200.00	Continue reviewing filings relating to receiver's ongoing disputes with Bridge Bank in respect to Bridge Bank's fee motion.
5/6/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Review excel spreadsheet regarding allocation of fees to dispute with Bridge Bank.
5/7/2019	GMF	Freedman, Gary M.	0.1	\$50.00	Prepare email to C. Cavallo regarding Bridge Bank response.
5/8/2019	GMF	Freedman, Gary M.	0.2	\$100.00	Attention to draft motion for attorney's fees to serve on Bridge Bank.
			<b>54.2</b>	<b>\$27,100.00</b>	
9/6/2018	KF5	Freedman, Kimberly J.	1.1	\$385.00	Read and analyze Bridge Bank filings and draft email analyzing Feinstein case cited in briefing (1.1);
			<b>1.1</b>	<b>\$385.00</b>	
4/22/2019	NF4	Fundora, Nicole	1.5	\$285.00	Review case file to determine all pleadings associated with Bridge Bank or Western Alliance. Compile and organize documents in preparation for response to motion for fees.
			<b>1.5</b>	<b>\$285.00</b>	
8/29/2018	ML7	Lessne, Michael David	3.1	\$1,162.50	Reviewed Bridge Bank Treasury Management Agreement, and correspondence with Bridge Bank, correspondence and conference with G Freedman regarding issues and tasks regarding same, and prepared analysis of same.
8/31/2018	ML7	Lessne, Michael David	1.4	\$525.00	Prepared order to show cause for contempt and sanctions against Bridge Bank and legal research and analysis regarding same, and correspondence and conference with G Freedman regarding same
			<b>4.5</b>	<b>\$1,687.50</b>	
4/22/2019	LN01	Negron, Lisa	1.0	\$175.00	Review docket regarding Western Alliance Bank; provide G. Freedman with findings.
4/29/2019	LN01	Negron, Lisa	0.8	\$140.00	Review time entries regarding Bridge Bank for exhibit to motion for fees;
4/30/2019	LN01	Negron, Lisa	1.0	\$175.00	Review time entries relative to Bridge Bank for fee motion
5/2/2019	LN01	Negron, Lisa	1.0	\$175.00	Review G. Freedman Declaration regarding Bridge Bank and highlight exhibits accordingly
5/6/2019		Negron, Lisa	1.0	\$175.00	Revise exhibit to motion to for fees in reference to Bridge Bank;
			<b>4.8</b>	<b>\$840.00</b>	
8/26/2018	DSN	Newman, Daniel S	0.3	\$150.00	Review correspondence regarding Bridge Bank and status (.3);
8/27/2018	DSN	Newman, Daniel S	0.3	\$150.00	Review correspondence and draft motion regarding Bridge Bank (.3);
8/28/2018	DSN	Newman, Daniel S	0.2	\$100.00	Review correspondence from Chris Cavallo and conference with Chris Cavallo regarding Bridge Bank ACH funds(.2);
8/28/2018	DSN	Newman, Daniel S	0.2	\$100.00	Review follow up correspondence from counsel for Bridge Bank regarding emergency motion (.2);
8/29/2018	DSN	Newman, Daniel S	0.7	\$350.00	Draft correspondence to counsel for Bridge Bank regarding order on Receiver's emergency motion and review correspondence regarding same (.2); review multiple correspondence between Receiver's counsel and Bridge Bank counsel (.5);
8/30/2018	DSN	Newman, Daniel S	0.8	\$400.00	Review correspondence from Gary Freedman regarding bank issue and draft correspondence regarding same (.1); review correspondence from Gary Freedman regarding bank and review follow up correspondence regarding same (.2) telephone conference with counsel for Bridge Bank (.4); follow up telephone conference with Gary Freedman regarding Bridge Bank (.1).

8/31/2018 DSN	Newman, Daniel S	0.3	\$150.00	Correspondence relating to bank motion and surrounding issues (.2); review correspondence from and draft correspondence to counsel for Bridge Bank (.1).
9/5/2018 DSN	Newman, Daniel S	2.0	\$1,000.00	Review correspondence from Jim Robinson and responses thereto regarding Bridge Bank upcoming hearing (2.2);
9/6/2018 DSN	Newman, Daniel S	2.6	\$1,300.00	Review pleadings and attached affidavits filed by Bridge Bank and review draft affidavits for filing and conferences regarding same (1.9); review research pertaining to show cause hearing with bank and conferences regarding same (.6); telephone conference with Jim Robinson regarding potential resolution of show cause hearing (.1).
9/19/2018 DSN	Newman, Daniel S	0.3	\$150.00	Review correspondence to and from counsel for Bridge Bank (.2); review correspondence from Bridge Bank (.1)
9/21/2018 DSN	Newman, Daniel S	0.3	\$150.00	Begin review of Western Alliance motion for comfort order (.2); review correspondence from Bridge Bank to Receiver and draft correspondence regarding same (.1).
9/26/2018 DSN	Newman, Daniel S	0.2	\$100.00	Telephone conference with Gary Freedman and Jim Robinson regarding discovery and Bridge Bank motion (.2).
9/28/2018 DSN	Newman, Daniel S	0.3	\$150.00	Telephone conference with counsel for Western Alliance Bank regarding subpoenas (.3);
10/18/2018 DSN	Newman, Daniel S	0.2	\$100.00	Draft and review correspondence regarding Bridge Bank response to subpoena (.1); review follow up correspondence from counsel for Bridge Bank regarding document production (.1);
10/22/2018 DSN	Newman, Daniel S	0.2	\$100.00	Telephone conference with Jim Robinson and Gary Freedman regarding Bridge Bank documents (.2);
12/6/2018 DSN	Newman, Daniel S	0.2	\$100.00	Review correspondence from counsel for Bridge Bank regarding report (.2);
1/7/2019 DSN	Newman, Daniel S	0.2	\$100.00	Review correspondence from Bridge Bank regarding production and response thereto (.2).
1/16/2019 DSN	Newman, Daniel S	0.2	\$100.00	Review court order on status of Bridge Bank production and draft correspondence regarding same (.2).
1/21/2019 DSN	Newman, Daniel S	0.2	\$100.00	Review correspondence from counsel for Bridge Bank and draft correspondence regarding same (.2)
1/22/2019 DSN	Newman, Daniel S	0.2	\$100.00	Review correspondence from counsel for Bridge Bank (.1); review additional correspondence from counsel for Bridge Bank (.1);
1/23/2019 DSN	Newman, Daniel S	0.1	\$50.00	Review correspondence from counsel for Bridge Bank (.1);
1/28/2019 DSN	Newman, Daniel S	1.0	\$500.00	Review Bridge Bank motion and review draft response to same and comments regarding same (1.0);
1/29/2019 DSN	Newman, Daniel S	0.1	\$50.00	Review correspondence to Bridge Bank counsel and conference regarding same (.1);
2/4/2019 DSN	Newman, Daniel S	0.3	\$150.00	Review Bridge Bank motion regarding objection on Bright Smile sale (.3);
2/7/2019 DSN	Newman, Daniel S	0.7	\$350.00	Review correspondence to and from counsel for Bridge Bank regarding document production (.2); review correspondence and discussions regarding document production (.3); review correspondence regarding settlement agreement and funds for charge backs (.2).
2/12/2019 DSN	Newman, Daniel S	0.4	\$200.00	Review Western Alliance's motion for leave to file sur-reply and memorandum (.4);
2/23/2019 DSN	Newman, Daniel S	0.1	\$50.00	Draft correspondence to counsel for Bridge Bank.
4/24/2019 DSN	Newman, Daniel S	0.3	\$150.00	Review draft correspondence to counsel for Bridge Bank and comments on same (.3);
4/26/2019 DSN	Newman, Daniel S	0.3	\$150.00	Telephone conference with Gary Freedman and Jim Robinson regarding Bridge Bank motion (.3).
4/29/2019 DSN	Newman, Daniel S	1.2	\$600.00	Meetings with Receiver regarding Bridge Bank motion for fees (.8); review motion for attorneys fees filed by Bridge Bank (.4).
		<b>14.4</b>	<b>\$7,200.00</b>	
8/27/2018 JS38	Sale, Jon	0.3	\$180.00	Conference with legal team re: Bridge Bank issues.
8/27/2018 JS38	Sale, Jon	0.3	\$180.00	Review draft motion and order re: Bridge Bank.
8/28/2018 JS38	Sale, Jon	0.4	\$240.00	Conference with legal team re: Bridge Bank issues.
8/29/2018 JS38	Sale, Jon	0.3	\$180.00	Review draft emergency motion and proposed Order re: Bridge Bank.
8/29/2018 JS38	Sale, Jon	0.2	\$120.00	Review e-mails from legal team re: Bridge Bank.
8/29/2018 JS38	Sale, Jon	0.3	\$180.00	Review e-mails re: Bridge Bank issues.
8/30/2018 JS38	Sale, Jon	0.3	\$180.00	Review e-mails re: processing ACHs by Bridge Bank.
8/31/2018 JS38	Sale, Jon	0.1	\$60.00	Review e-mail from counsel re: Bridge Bank to Judge Bloom.
9/4/2018 JS38	Sale, Jon	0.1	\$60.00	Review Notice from Western Alliance Bank re: failure of collection request.
9/5/2018 JS38	Sale, Jon	0.1	\$60.00	Review Bridge Bank settlement proposal.
9/5/2018 JS38	Sale, Jon	0.2	\$120.00	Discuss Bridge Bank settlement proposal with Receiver's counsel.
9/6/2018 JS38	Sale, Jon	0.1	\$60.00	Review e-mail re: Western Alliance Bank payment failure.
9/12/2018 JS38	Sale, Jon	0.1	\$60.00	Review e-mails between Receiver's counsel and Jeanne Canigiani re: Bridge Bank account.
9/13/2018 JS38	Sale, Jon	0.2	\$120.00	Review and execute Bridge Bank Resolution and Account Agreement.
9/14/2018 JS38	Sale, Jon	0.1	\$60.00	Review e-mail from Receiver's counsel re: Bridge Bank wire transfer limits.
9/18/2018 JS38	Sale, Jon	0.1	\$60.00	Review notice from Western Alliance Bank of payment failure.

9/18/2018 JS38	Sale, Jon	0.1	\$60.00 Telephone conference with Receiver's counsel regarding re: Western Alliance Bank payment failure.
9/20/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Bridge Bank with notice terminating banking relationship.
9/21/2018 JS38	Sale, Jon	0.1	\$60.00 E-mail to Receiver's counsel re: termination of banking relationship with Bridge Bank.
9/24/2018 JS38	Sale, Jon	0.2	\$120.00 E-mails to and from Jeanne Canigiani re: Bridge Bank approvals.
9/24/2018 JS38	Sale, Jon	0.2	\$120.00 Conference with Receiver's counsel re: Bridge Bank approvals.
9/27/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mails from Bridge Bank re: Bridge overdraft.
9/27/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Bridge Bank re: payment failure.
9/28/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Jeanne Canigiani re: Bridge Bank returns.
9/28/2018 JS38	Sale, Jon	0.2	\$120.00 Conference with Receiver's counsel re: response to Bridge Bank Motion.
9/29/2018 JS38	Sale, Jon	0.3	\$180.00 Conference with Receiver's counsel re: Motion for Enlargement of Time and response to Bridge Bank Motion.
9/30/2018 JS38	Sale, Jon	0.3	\$180.00 Conferences with Receiver's counsel re: Motion for Enlargement of Time and response to Bridge Bank Motion.
10/2/2018 JS38	Sale, Jon	0.1	\$60.00 Review notice from Western Alliance Bank of payment failure.
10/2/2018 JS38	Sale, Jon	0.1	\$60.00 Review Bridge Bank Statement.
10/3/2018 JS38	Sale, Jon	0.2	\$120.00 Review Bridge Bank's response to Receiver's Motion.
10/11/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Bridge Bank re: payment failure.
10/11/2018 JS38	Sale, Jon	0.2	\$120.00 Review e-mails between Jeanne Canigiani and Bridge Bank re: procedure for honoring consumer credits.
10/12/2018 JS38	Sale, Jon	0.2	\$120.00 Review Bridge Bank document re: requesting Receiver's signature.
10/12/2018 JS38	Sale, Jon	0.1	\$60.00 E-mail to Receiver's counsel re: Bridge Bank document.
10/14/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Receiver's counsel re: Bridge Bank documents for signature.
10/14/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail re: Bridge Bank statement.
10/15/2018 JS38	Sale, Jon	0.1	\$60.00 Review and complete electronic Bridge Bank document.
10/15/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Receiver's counsel to Bridge Bank re: customer refunds.
10/16/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mails from Bridge Bank re: payment failure.
10/16/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Jeanne Canigiani to Receiver's counsel and Bridge Bank re: refunds and ACH limit.
10/16/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Receiver's counsel to Bridge Bank's counsel and Jeanne Canigiani re: refunds and ACH limit.
10/16/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Bridge Bank V.P. re: refunds and ACH limit.
10/16/2018 JS38	Sale, Jon	0.1	\$60.00 E-mail to Bridge Bank re: customer refund authorization.
10/18/2018 JS38	Sale, Jon	0.3	\$180.00 Review e-mails regarding Bridge Bank production.
10/19/2018 JS38	Sale, Jon	0.1	\$60.00 Review correspondence from counsel for Bridge Bank.
10/22/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Receiver's counsel re: Bridge Bank objections to subpoenas.
11/4/2018 JS38	Sale, Jon	0.1	\$60.00 Review e-mail from Bridge Bank re: monthly statement.
12/5/2018 JS38	Sale, Jon	0.5	\$300.00 Attention to Bridge Bank account management, including telephone conference with Bridge Bank.
12/6/2018 JS38	Sale, Jon	0.4	\$240.00 Attention to Bridge Bank correspondence, including review of letter, emails with counsel, and conference with counsel.
12/7/2018 JS38	Sale, Jon	0.2	\$120.00 Emails with Receiver's counsel re: response to Bridge Bank letter.
12/11/2018 JS38	Sale, Jon	0.4	\$240.00 Attention to response letter to counsel for Bridge Bank, including revisions to letter and telephone conferences re: same.
12/17/2018 JS38	Sale, Jon	0.6	\$360.00 Attention to Bridge Bank status report order, including conferences with Receiver's counsel and review joint status report.
12/19/2018 JS38	Sale, Jon	0.4	\$240.00 Attention to Bridge Bank approval issues, including various correspondence and conference with Receiver's counsel.
1/2/2019 JS38	Sale, Jon	0.1	\$60.00 Review email from Bridge Bank.
1/3/2019 JS38	Sale, Jon	0.2	\$120.00 Review emails between Receiver's counsel and Jeanne Canigiani re: Bridge Bank notice.
1/4/2019 JS38	Sale, Jon	0.2	\$120.00 Attention Bridge Bank email notification.
1/7/2019 JS38	Sale, Jon	0.2	\$120.00 Emails to and from Receiver's counsel re: Bridge Bank production.
1/8/2019 JS38	Sale, Jon	0.1	\$60.00 Review email from Receiver's paralegal re: Bridge Bank production.
1/21/2019 JS38	Sale, Jon	0.8	\$480.00 Review emails and telephone conferences with Receiver's counsel re: Bridge Bank production and comfort motion.
1/23/2019 JS38	Sale, Jon	0.5	\$300.00 Conferences with Receiver's counsel re: response to Bridge Bank motion.
1/24/2019 JS38	Sale, Jon	1.5	\$900.00 Attention to Bridge Bank response, including conferences with Receiver's counsel and review of emails with Receiver's counsel and counsel for Bank.
1/25/2019 JS38	Sale, Jon	0.2	\$120.00 Conferences with Receiver's counsel re: Bridge Bank issues. (.2)
1/26/2019 JS38	Sale, Jon	0.8	\$480.00 Attention to issues related to Bridge Bank motion, including telephone conferences with Receiver's counsel.

1/27/2019	JS38	Sale, Jon	0.5	\$300.00	Attention to issues related to Bridge Bank motion, including discussions with Receiver's counsel re: response to motion.
1/28/2019	JS38	Sale, Jon	0.2	\$120.00	Conferences with Receiver's counsel re: Bridge Bank. (.2)
1/29/2019	JS38	Sale, Jon	1.2	\$720.00	Attention to response to Bridge Bank motion, including review of response and conferences with Receiver's counsel re: same.
2/4/2019	JS38	Sale, Jon	0.1	\$60.00	Review email from Bridge Bank re: account statements.
2/4/2019	JS38	Sale, Jon	1.0	\$600.00	Attention to Bridge Bank objection to Bright Smile motion, including review of objection and conferences with Receiver's counsel re: same.
2/5/2019	JS38	Sale, Jon	0.5	\$300.00	Attention to issues related to cash collateral at Bridge Bank, including emails and telephone conferences with Receiver's counsel.
2/5/2019	JS38	Sale, Jon	1.4	\$840.00	Attention to response to Bridge Bank objection, including review and revisions to response and conferences with Receiver's counsel re: same.
2/5/2019	JS38	Sale, Jon	1.5	\$900.00	Attention to Bridge Bank Reply, including review of reply, e-mails to and from Receiver's counsel and telephone conferences with Receiver's counsel re: same.
2/6/2019	JS38	Sale, Jon	1.8	\$1,080.00	Attention to Bridge Bank issues, including review of termination reply brief, review and revise reply to objection, emails with Receiver's counsel re: same, and conferences with Receiver's counsel re: same.
2/8/2019	JS38	Sale, Jon	0.8	\$480.00	Attention to surreply to Bridge Bank, including conferences and emails re: motion for leave and review of draft surreply.
2/10/2019	JS38	Sale, Jon	0.4	\$240.00	Attention to surreply to Bridge Bank, including conferences with Receiver's counsel and review of drafts.
2/11/2019	JS38	Sale, Jon	1.4	\$840.00	Attention to surreply to Bridge Bank, including review of redline comments, final revisions to brief, and conferences with Receiver's counsel re: same.
2/12/2019	JS38	Sale, Jon	0.4	\$240.00	Attention to Bridge Bank reply issues, including review of meet and confer and telephone conference with Receiver's counsel re: same.
2/15/2019	JS38	Sale, Jon	0.8	\$480.00	Attention to Bridge Bank issues, including review of order re: account funding agreement and conferences with Receiver's counsel re: same.
2/19/2019	JS38	Sale, Jon	0.1	\$60.00	Review notice from Bridge Bank re: account information.
2/25/2019	JS38	Sale, Jon	0.1	\$60.00	Review notice from Bridge Bank re: account update.
3/4/2019	JS38	Sale, Jon	0.2	\$120.00	Review emails re: Bridge Bank statements.
3/11/2019	JS38	Sale, Jon	0.1	\$60.00	Attention to Receivership bank accounts at Bridge Bank. (.1)
3/22/2019	JS38	Sale, Jon	0.2	\$120.00	Review e-mails from Receiver's counsel re: Bridge Bank issues.
3/25/2019	JS38	Sale, Jon	0.4	\$240.00	Attention to Bridge Bank issues and Bright Smile issues, including review of e-mails between Receiver's counsel and Jeannie Canigiani.
4/2/2019	JS38	Sale, Jon	0.1	\$60.00	Attention to Bridge Bank email.
4/5/2019	JS38	Sale, Jon	0.6	\$360.00	Review email from Receiver's counsel and attached Bridge Bank letter and motion.
4/7/2019	JS38	Sale, Jon	0.5	\$300.00	Attention to issues related to Bridge Bank letter and motion, including emails to and from Receiver's counsel and telephone conferences with Receiver's counsel.
4/8/2019	JS38	Sale, Jon	0.4	\$240.00	Attention to Bridge Bank issues, including email from Receiver's counsel to Receiver's accountant and conference with Receiver's counsel.
4/10/2019	JS38	Sale, Jon	0.3	\$180.00	Attention to issues raised by Bridge Bank letter and motion.
4/11/2019	JS38	Sale, Jon	1.5	\$900.00	Meeting with Receiver's counsel re: various pending issues, including Bridge Bank motion and letter(1.5);
4/15/2019	JS38	Sale, Jon	0.4	\$240.00	Attention to Bridge Bank Fee Motion including review of e-mails and telephone conference with Receiver's counsel.
4/19/2019	JS38	Sale, Jon	0.5	\$300.00	Attention to Bridge Bank issues, including review of email from Receiver's counsel and telephone conference with Receiver's counsel.
4/20/2019	JS38	Sale, Jon	0.6	\$360.00	Attention to Bridge Bank issues, including review of local rule re: attorneys' fees motions, email from Receiver's counsel, and telephone conference with Receiver's counsel.
4/21/2019	JS38	Sale, Jon	0.4	\$240.00	Telephone conferences with Receiver's counsel re: Bridge Bank issues (.4)
4/22/2019	JS38	Sale, Jon	0.8	\$480.00	Attention to Bridge Bank issues, including review of emails between Receiver's counsel and Receiver's accountants, review of related analysis from Receiver's accountants.
4/24/2019	JS38	Sale, Jon	0.5	\$300.00	Attention to Bridge Bank issues, including review of emails to and from Receiver's counsel, and conferences with Receiver's counsel.
4/24/2019	JS38	Sale, Jon	0.5	\$300.00	Review draft response to counsel for Bridge Bank, including revisions from Receiver's counsel, and conference with Receiver's counsel re: same.
4/25/2019	JS38	Sale, Jon	1.5	\$900.00	Attention to Bridge Bank response letter, including revisions to same, emails re: same, and telephone conferences with Receiver's counsel.
4/29/2019	JS38	Sale, Jon	1.0	\$600.00	Attention to Bridge Bank motion for attorneys' fees, including review of motion and meeting with Receiver's counsel re: same.
4/30/2019	JS38	Sale, Jon	1.0	\$600.00	Attention to Bridge Bank issues, including review of emails and conferences with Receiver's counsel.
4/30/2019	JS38	Sale, Jon	0.1	\$60.00	Review emails between Receiver's counsel and special counsel for 1 Global re: Bridge Bank.
5/1/2019	JS38	Sale, Jon	1.2	\$720.00	Attention to Bridge Bank issues, including review of emails, conferences with Receiver's counsel, telephone conference with Receiver's counsel and special counsel for 1 Global, and follow up telephone conference with special counsel.
5/2/2019	JS38	Sale, Jon	1.4	\$840.00	Attention to Bridge Bank issues, including emails with Receiver's counsel and special counsel for 1 Global, conferences with Receiver's counsel, review declaration of Gary Freedman, and telephone conference with James Cassel.



5/3/2019 JS38	Sale, Jon	0.6	\$360.00	Attention to Bridge Bank issues, including review of emails from special counsel for 1 Global and Receiver's counsel, and conferences with Receiver's counsel re: same.
5/6/2019 JS38	Sale, Jon	1.0	\$600.00	Attention to Bridge Bank response and cross-motion for attorneys' fees, including review of emails from Receiver's counsel and conferences with Receiver's counsel.
5/7/2019 JS38	Sale, Jon	1.5	\$900.00	Attention to issues for Bridge Bank response and cross-motion for attorneys' fees, including emails to and from Receiver's counsel and Receiver's accountants.
5/9/2019 JS38	Sale, Jon	1.5	\$900.00	Attention to Bridge Bank response, including review emails with Receiver's counsel and review draft response.
5/10/2019 JS38	Sale, Jon	1.2	\$720.00	Attention to Bridge Bank issues, including review emails to and from Receiver's counsel and Receiver's accountants, and review revisions to draft Receiver's response and declaration of Soneet Kapila.
		<b>46.8</b>	<b>\$28,080.00</b>	
	<b>Total:</b>	<b>264.3</b>	<b>\$111,017.00</b>	