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**NOT FOR PUBLICATION**

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re:

SARKIS INVESTMENTS COMPANY, LLC,  
  
Debtor.

Case No. 2:13-bk-29180-RK

Chapter 11

**MEMORANDUM DECISION ON "FINAL"  
FEE APPLICATION, AS  
SUPPLEMENTED, FOR APPROVAL OF  
COMPENSATION AND EXPENSE  
REIMBURSEMENT OF BAKER &  
HOSTETLER LLP**

Pending before the court is the Final Application for Approval of Compensation and Expense Reimbursement ("Final Fee Application") of Baker & Hostetler LLP ("Baker"), former general bankruptcy counsel for Debtor Sarkis Investments Company, LLC ("Debtor"),<sup>1</sup> filed on November 22, 2016, Electronic Case Filing Number ("ECF") 482, as supplemented by an additional request for approval of fees and expenses in Baker's Supplemental Brief in Support of the Final Application for Approval of Compensation and Expense Reimbursement of Baker & Hostetler LLP ("Supplement to Final Fee Application"), filed on May 24, 2017, ECF 534. The Final Fee Application as supplemented by the Supplement to Final Fee Application is a contested matter within the

<sup>1</sup> By order filed and entered on July 31, 2018, the court approved the application of Foley Lardner, LLC, as general bankruptcy counsel for Debtor, *nunc pro tunc*, effective as of April 30, 2018, in place of Baker. ECF 579.

1 meaning of Federal Rule of Bankruptcy Procedure 9014 because objections were  
2 interposed to these fee applications.

3       The Final Fee Application itself includes an application for approval of fees and  
4 expenses which had been included in Baker's Third Interim Fee Application for Approval  
5 of Compensation and Expense Reimbursement of Baker & Hostetler LLP, for the Period  
6 of August 1, 2015 Through and Including June 30, 2016 ("Third Interim Fee Application"),  
7 filed on July 15, 2016, ECF 460, specifically requesting fees in the amount of \$159,414.50  
8 and expenses in the amount of \$7,525.01, totaling \$166,939.51, which had been billed for  
9 the period from August 1, 2015 to June 30, 2016 and which had not been previously  
10 reviewed and approved by the court. The Final Fee Application also requests fees and  
11 expenses billed for the period of July 1, 2016 to November 18, 2016, specifically for fees  
12 in the amount of \$65,994.00 and expenses in the amount of \$923.87, which together with  
13 the fees and expenses sought in the Third Interim Fee Application totals \$233,857.38 and  
14 had not been previously reviewed and approved by the court.

15       The Supplement to Final Fee Application, ECF 534, includes an application for  
16 approval of fees and expenses, specifically requesting fees in the amount of \$143,584.65  
17 and expenses in the amount of \$2,142.70, totaling \$145,727.35, which had been billed for  
18 the period from November 19, 2016 to May 19, 2017 and which had not been previously  
19 reviewed and approved by the court.

20       The Final Fee Application also requests review and approval on a final basis of  
21 Baker's earlier interim fee applications, which had been approved by the court on an  
22 interim basis, the First Interim Application for Approval of Compensation and Expense  
23 Reimbursement of Baker & Hostetler LLP, for the Period of July 29, 2013 Through and  
24 Including September 30, 2014 ("First Interim Fee Application"), filed on November 4,  
25 2014, ECF 232, specifically requesting fees in the amount of \$663,876.00 and expenses  
26 in the amount of \$21,196.56, totaling \$685,072.56, and the Second Interim Application for  
27 Approval of Compensation and Expense Reimbursement of Baker & Hostetler LLP, for the  
28 Period of October 1, 2014 Through and Including July 31, 2015 ("Second Interim Fee

Application"), filed on September 11, 2015, ECF 350, specifically requesting fees in the amount of \$254,827.50 and expenses in the amount of \$4,193.24, totaling \$259,020.74. The Final Fee Application as supplemented requests Baker's fees and expenses for services performed from August 1, 2015 through May 19, 2017.

In sum, Baker's Final Fee Application as supplemented requests total award of compensation in the amount of \$1,323,677.90 on a final basis, which includes fees of \$1,287,696.65 and expenses of \$35,981.38, covering the period from July 29, 2013 through May 19, 2017.

The court set the Final Fee Application for an evidentiary hearing in light of the objections of Angelique Bernstein, who is a beneficiary of the Sarkis Sarkissian Trust. The evidentiary hearing on the Final Fee Application was conducted before the court on April 28, 2017, May 3, 2017, May 12, 2017 and June 14, 2017. Peter James and Ashley M. McDow, of Baker & Hostetler LLP, appeared for Baker. Ralph V. Palmieri, Attorney at Law, appeared for the objecting party, Angelique Bernstein. Baker filed its Supplemental Brief in Support of the Final Fee Application on May 24, 2017, ECF 534, which included a request that the court award Baker's fees incurred in defending its fee applications.

The Final Fee Application was denominated as "Final" because it was accompanied by Debtor's motion for conditional dismissal. The Final Fee Application is no longer "Final" because by order filed and entered on May 14, 2019, ECF 616, the court has granted the motion of Creditor Ghazar Zehnaly for reconsideration of the order disallowing his claim in this bankruptcy case, which reinstated Debtor's objection to the court's active litigation docket in this case, and on the same date, filed and entered an order denying the motion for conditional dismissal, ECF 618, because the case was not in a position to be dismissed until at least the contested matter of Debtor's objection to Mr. Zehnaly's claim was resolved. The proceedings involving the contested matter of Debtor's objection to Mr. Zehnaly's claim are still pending, including Debtor's appeal of the order granting Mr. Zehnaly's motion for reconsideration now pending before the Bankruptcy Appellate Panel of the Ninth Circuit.

1 Having considered Baker's fee applications, the further briefing submitted by the  
2 parties, the witness testimony, the exhibits received at trial, and the record before the  
3 court, the court hereby makes the following findings of fact and conclusions of law  
4 pursuant to Rule 52 of the Federal Rules of Civil Procedure, made applicable here by  
5 Rules 7052 and 9014(c) of the Federal Rules of Bankruptcy Procedure, and approves in  
6 part and disapproves in part Baker's fee applications on an interim basis.

7 At this time, the court does not authorize payment of Baker's interim award of fees  
8 and expenses under this decision because the award of \$778,681.95 in fees and  
9 expenses encompassing all of Baker's first, second and supplementary fee applications is  
10 less than the amount of \$928,675.15 that the court allowed on an interim basis for Baker's  
11 first and second fee applications alone. Thus, it appears based on the court's decision on  
12 all the "Final" Fee Applications as supplemented, including the three interim fee  
13 applications, to the extent that Baker received payment of the previously allowed amount,  
14 which payment amount exceeds the amount awarded by this decision, Baker would have  
15 to disgorge the excess of the amount received over the amount now allowed. 11 U.S.C.  
16 § 330(a)(5); *see In re Lewis*, 113 F.3d 1040, 1045 (9th Cir. 1997). The court cannot  
17 discern from the record reflected on the case docket whether the amounts of interim fees  
18 and expenses awarded to Baker in its prior orders were actually paid. Given that the  
19 bankruptcy case is still being actively litigated and there is no final disposition of this  
20 Chapter 11 bankruptcy, either by plan confirmation or dismissal, Debtor and Baker should  
21 first consult as to the appropriate amount that Debtor must pay Baker, or that Baker must  
22 pay Debtor, in light of what was previously paid to Baker under the prior interim fee award  
23 orders.

I. BACKGROUND

A. Debtor's Organization and Business<sup>2</sup>

Debtor Sarkis Investments Company, LLC, is a limited liability company formed under the laws of the State of Delaware, and its sole member is Sarkis Investments, LLC, another Delaware limited liability company, which in turn had The Sarkis Sarkissian Trust as its sole member. The trustor, primary beneficiary and sole trustee of this trust was Sarkis Sarkissian, who died in 2010, and the trust went into his probate estate. Pamela Muir was appointed as the trustee of the trust, and in this capacity, exercised control over Debtor as its manager through the trust and Sarkis Investments, LLC.

Debtor initiated this bankruptcy case on July 29, 2013 by filing its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Debtor's primary asset at the time that the bankruptcy petition was filed was a multi-tenant retail shopping center situated on four related parcels of commercial real property in the City of Ontario, County of San Bernardino, California with the following addresses: 3550 Porsche Way, 3640 Porsche Way, 3660 Porsche Way, 3700 Inland Empire Boulevard, and 370 Inland Empire Boulevard, Ontario, California 91764 (collectively, the "Property").

Debtor had acquired this real property in 2007 by assuming an existing loan from the original borrowers. In 2011, the successor lender for this loan assigned its interest in the loan to MSCI 2007-IQ13 Ontario Retail Limited Partnership ("MSCI"). Debtor's most significant liability as of the petition date was this loan on its real property owed to MSCI. After the death of Mr. Sarkissian, litigation in California state court between Debtor and the secured lender, MSCI, over the Property ensued, which led to the imposition of a state court receivership over Debtor and its real property assets. As acknowledged by Debtor in its initial status report filed in this case, ECF 67, the primary issues in this bankruptcy case concerned the treatment of MSCI's secured claim in Debtor's reorganization in this

<sup>2</sup> The background facts regarding Debtor's organization and business set forth herein are largely taken from Debtor's Disclosure Statement, filed on March 4, 2014, ECF 156 at 7-12, and are not generally disputed.

1 case and the treatment of \$3.5 million in default interest claimed by MSCI, which Debtor  
2 disputed as inappropriately imposed.

3 **B. Debtor's Litigation with Other Parties**

4 At the time that Debtor filed its bankruptcy petition, Debtor was involved in other  
5 pending litigation with other parties. MSCI had a pending receivership case in state court  
6 against Debtor filed in November 2011, and the state court had appointed a receiver to  
7 administer Debtor's real property assets. The receiver was in place for almost two years  
8 before Debtor filed for bankruptcy. Shortly before the bankruptcy case was filed, Debtor  
9 filed a breach of contract action against MSCI in state court in July 2013. In January  
10 2012, the City of Ontario filed a nuisance abatement action against Debtor. These  
11 matters were removed to the bankruptcy court. Little activity occurred in these removed  
12 proceedings pending resolution of the dispute between Debtor and MSCI in the main  
13 bankruptcy case (i.e., the case dockets for these adversary proceedings only reflect  
14 periodic status reports and conferences after removal and denial of MSCI's motion to  
15 remand in the adversary proceeding against it).

16 **C. Major Litigation Events in Debtor's Bankruptcy Case, 2013-2017**

17 The court reviews the major litigation events in Debtor's bankruptcy case for the  
18 calendar years during which Baker renders services for which it seeks compensation in  
19 the fee applications before the court. The recitation of the major litigation events in  
20 Debtor's bankruptcy case indicates that this case was very straightforward and not  
21 particularly difficult or complex because there was only one major dispute in this case,  
22 which was between Debtor and its secured creditor, MSCI, and this was consensually  
23 resolved without much litigation.

24 On July 29, 2013 Debtor filed the bankruptcy petition (the "Petition"). After the filing  
25 of the Petition, the major litigation events in the bankruptcy case during calendar year  
26 2013 were the following. The state court receiver filed a motion to retain himself as the  
27 custodian of Debtor's real property assets, and after initially opposing this motion, Debtor  
28 stipulated to designation of the state court receiver as temporary custodian of Debtor's

1 real property assets in October 2013. ECF 23, 57, 58, 95 and 109. Debtor filed a status  
2 report in September 2013 stating that its primary issue was MSCI's claim of default  
3 interest of \$3.5 million, and that its intent was to hire a property manager and broker to  
4 market the real property assets. Status conferences were conducted on September 18,  
5 2013 and October 9, 2013. ECF 67. A claims bar date was ordered in September 2013.  
6 Debtor filed a further status report in November 2013 stating that it started settlement  
7 negotiations with MSCI and needed 90 days to complete settlement discussions with  
8 MSCI, and a status conference was conducted on November 20, 2013. ECF 98. In  
9 November 2013, Debtor also filed a first motion to extend plan exclusivity, which was  
10 uncontested and approved. ECF 96. Aside from Debtor's filing of the bankruptcy petition  
11 and schedules, the litigation activity in the case in 2013 was light, consisting of the state  
12 court's receiver's motion to retain himself as custodian of Debtor's assets, a stipulation  
13 thereon resolving that motion, the setting of a claims bar date, Debtor's uncontested  
14 motion to extend plan exclusivity, Debtor's two status reports, and three status  
15 conferences.

16 The major litigation events in the bankruptcy case in 2014 were the following. In  
17 January 2014, Debtor filed an application to employ a real estate broker. ECF 130. In  
18 February 2014, Debtor filed a second motion to extend plan exclusivity, and MSCI filed an  
19 opposition. ECF 136 and 138. The court set a deadline for Debtor to file its plan and  
20 disclosure statement. ECF 145. On February 28, 2014, Debtor filed its plan of  
21 reorganization and disclosure statement. ECF 153 and 154. The plan and disclosure  
22 statement asserted that Debtor would make a payment of about \$1.4 million to cure its  
23 preconfirmation default on the MSCI loan and either make monthly payments on the loan  
24 at 4.5% interest based on 30 year amortization, and pay the balance in 120 months (10  
25 years) by selling the properties or obtaining a refinancing loan, or in the alternative, if the  
26 court does not an extension of the February 5, 2017 maturity date, make monthly payment  
27 on the loan at 5.5% interest and pay the balance by the maturity date by selling the  
28 properties or obtaining a refinancing loan. *Id.* Several days later, on March 4, 2014,

Debtor filed its amended plan and disclosure statement. ECF 155 and 156. The terms of the amended plan and disclosure statement were substantially similar. *Id.* In March 2014, upon motion of MSCI, the court entered an order determining that Debtor was a single asset real estate entity, though Debtor opposed the designation, arguing it was moot because Debtor had filed a plan. ECF 143, 149 and 168. MSCI objected to Debtor's application to employ the real estate broker, which was resolved by stipulation in December 2014. ECF 134, 240 and 242. At the status conference on June 25, 2014, Debtor reported that it and MSCI were in negotiations to resolve their dispute, and in October 2014, Debtor filed a status report stating that the parties had exchanged written settlement proposals. ECF 216. Similar to the litigation activity in the case in 2013, the litigation activity in 2014 was light, consisting of Debtor's filing of perfunctory reorganization plans and disclosure statements as part of its efforts to extend plan exclusivity while it continued to negotiate settlement with MSCI, the secured lender, and Debtor also retained a real estate broker to assist in the sale of its real property assets.

The major litigation events in the case in 2015 were the following. Debtor and MSCI agreed to settle their dispute as set forth in a status report filed on January 21, 2015. ECF 258. In April 2015, Debtor filed a motion to approve a compromise with MSCI under Federal Rule of Bankruptcy Procedure 9019 whereby MSCI agreed to allow Debtor to sell its real property assets encumbered with MSCI's liens. ECF 298. In the compromise, MSCI agreed to accept a discounted payoff of its liens upon sale of Debtor's real property assets to reduce its claim to approximately \$23 million from \$28 million after applying funds from certain reserve and expense accounts, and to allow a payment of \$250,000 to Debtor from the net sale proceeds. Additionally, MSCI and Debtor agreed to divide any remaining net sales proceeds. *Id.* On May 15, 2015, the court filed and entered its order granting the motion to approve compromise. ECF 313. With MSCI's consent, on July 21, 2015, Debtor filed a motion for sale of its real property assets under 11 U.S.C. § 363, which was granted on August 25, 2015. ECF 323. The settlement with MSCI also resulted in settlements of the pending adversary proceedings involving Debtor,



1 which had negligible litigation activity. After Debtor's real property assets were sold,  
2 Debtor and the state court receiver entered stipulations to terminate the receivership,  
3 close the receivership estate, discharge the receiver and make payment of the receiver  
4 and his professionals, which were approved by orders entered on October 1, 2015 and  
5 December 17, 2015. ECF 391 and 416. On August 10, 2015, Debtor filed its motion to  
6 disallow the claim of Ghazer Zehnaly who sought recovery of an earnest money deposit of  
7 \$500,000 made by him to buy Debtor's real property assets after Debtor declined to sell  
8 him the assets. ECF 343. The litigation activity in the case in 2015 was also  
9 straightforward because Debtor was able to reach an agreement with its secured lender,  
10 MSCI, to sell the real property assets whereby MSCI agreed to take a reduction on its  
11 secured claim. Pursuant to this settlement, Debtor filed unopposed motions to approve  
12 the compromise with MSCI, to sell the real property and to terminate the receivership  
13 since the real property assets, which were in custody of the receiver, were sold, which  
14 made it unnecessary for the receiver to remain in place.

15 The major litigation events in the case in 2016 were the following. Debtor  
16 conducted discovery in the contested matter of its motion objecting to the claim of Ghazer  
17 Zehnaly, including taking Zehnaly's deposition, and by order entered on June 3, 2016, the  
18 court granted the motion objecting to the claim after Zehnaly and his counsel failed to  
19 appear in response to an order to show cause regarding denial of the claim for lack of  
20 prosecution for failure to participate in mediation and to appear at hearings. ECF 454. As  
21 discussed below, Baker, as Debtor's bankruptcy counsel, filed its third and final fee  
22 applications, and interested party Angelique Bernstein, a beneficiary of the Sarkis  
23 Sarkissian Trust, filed objections to the applications.

24 The major litigation activities in the case in 2017 were the following. As discussed  
25 herein, Debtor and Angelique Bernstein conducted litigation proceedings relating to her  
26 objections to the fee applications of its general bankruptcy counsel, Baker & Hostetler,  
27 including trial.

28

**D. Fee Application Proceedings**

On August 12, 2013, Debtor filed its application to employ Baker as general bankruptcy counsel. ECF 38. The court approved Baker's employment application by order entered September 25, 2013. ECF 87. On November 4, 2014, Baker filed its First Interim Fee Application, covering the period of July 29, 2013 through September 30, 2014, and seeking fees in the amount of \$663,876.00 and expenses in the amount of \$21,196.56. ECF 232. Without opposition to Baker's First Interim Fee Application, the court approved the First Interim Fee Application in part, approving fees in the amount of \$581,876 and expenses in the amount of \$21,196.56. ECF 249. The court disallowed without prejudice \$82,000 in fees requested by Baker on grounds of "lumping" and block billing in the billing entries in the First Interim Fee Application. *Id.* at 2, ¶ 3.

On September 1, 2015, Baker filed its Second Interim Fee Application, covering the period of October 1, 2014 through July 31, 2015, and seeking fees in the amount of \$254,827.50 and expenses in the amount of \$4,193.24. ECF 350. Without opposition to Baker's Second Interim Fee Application, the court entered an order, ECF 374, approving the Second Interim Fee Application in part, allowing fees of \$239,409.35 and expenses of \$4,193.24, but disallowing fees of \$15,418.15 for lumping and block billing. Attached to the Second Fee Application was the Declaration of Ashley M. McDow, ECF 350 at 32-34, which, among other things, explained the block billing problems found in the First Interim Fee Application, *see id.* at 33, ¶ 11, and included exhibits annotating and describing the relevant billing entries, *see id.* at 144-198. Upon reconsideration, the court allowed on an interim basis the amount of fees of \$82,000 from the First Interim Fee Application which it previously disallowed due to lumping and block billing. *See* ECF 374 at 2, ¶ 5.

On July 15, 2016, Baker filed its Third Interim Fee Application, covering the period of August 1, 2015 through June 30, 2016, and seeking fees in the amount of \$159,414.50 and expenses in the amount of \$7,525.01. ECF 460. On August 10, 2016, Angelique Bernstein ("Bernstein"), a beneficiary of the Sarkis Sarkissian Trust, filed a written opposition to the Third Interim Fee Application, ECF 467.

1 On August 23, 2016, the court held its first hearing on the Third Interim Fee  
2 Application and continued the hearing to October 12, 2016, and October 26, 2016, ECF  
3 462, 474. On October 20, 2016, the court entered an order vacating the continued  
4 hearing on the Third Interim Fee Application and permitting Baker to re-notice the Third  
5 Interim Fee Application for hearing on the same date on which the Final Fee Application  
6 would be heard. ECF 477. Instead, on November 22, 2016, Baker simply filed its Final  
7 Fee Application, ECF 482, which included all the billing entries that had previously been  
8 part of the Third Interim Fee Application. *Compare Final Fee Application*, ECF 482, with  
9 *Third Interim Fee Application*, ECF 460. Thus, the Third Interim Fee Application was  
10 superseded by the Final Fee Application. Although the Final Fee Application was later  
11 supplemented, it originally covered the period of August 1, 2015 through November 18,  
12 2016, and sought for that period \$225,408.50 in fees and \$8,448.88 in expenses. See  
13 ECF 482.

14 On March 10, 2017, Bernstein filed an additional objection to Baker's fee  
15 applications, incorporating the arguments raised in her opposition filed August 10, 2016  
16 and citing specific billing entries she asserted were unreasonable. ECF 506.

17 On March 21, 2017, the United States Trustee filed a stipulation with Baker to  
18 reduce the fees requested by Baker on its fee applications in the amount of \$25,924.00, of  
19 which \$10,948.00 was for reduction of fees claimed by Baker for services of its  
20 professionals in defending its fee applications pursuant to the Supreme Court's decision in  
21 *Baker Botts L.L.P. v. ASARCO LLC*, 135 S.Ct. 2158 (2015) and of which \$14,976.00 was  
22 for reduction of fees for services of Attorney Bruce R. Greene for participating in intrafirm  
23 consultations and conference calls involving him and other Baker attorneys where the  
24 other attorneys had billed for the same services at a lower rate, which the United States  
25 Trustee had objected to as lacking reasonable necessity. ECF 508. The stipulation  
26 provided that if the court disallows fees greater than the stipulated reduced amount, the  
27 stipulated reduced amount would be subsumed in the larger amount disallowed by the  
28 court. *Id.*

1 The court treated the fee applications and the objections thereto as a contested  
2 matter under Federal Rule of Bankruptcy Procedure 9014 and conducted a trial in this  
3 contested matter on April 28, 2017, May 3, 2017, May 12, 2017 and June 14, 2017.  
4 As previously discussed, on May 24, 2017, Baker filed its Supplemental Brief in Support of  
5 the Final Application For Approval of Compensation and Expense Reimbursement of  
6 Baker & Hostetler LLP ("Supplement to Final Fee Application"), ECF 534, seeking an  
7 award of \$143,584.65 in additional fees for the period of November 19, 2016 through the  
8 trial date on the fee application, including those that Baker incurred in defending its fee  
9 applications, and \$2,142.70 in additional expenses. After hearing closing arguments on  
10 June 14, 2017, the court took the contested matter of Baker's fee applications under  
11 submission.

## 12 II. JURISDICTION

13 This court has jurisdiction over this contested matter of Baker's Final Fee  
14 Applications as supplemented as general bankruptcy counsel for Debtor pursuant to 28  
15 U.S.C. § 1334(b). Venue is proper pursuant to 28 U.S.C. § 1409(a). This is a contested  
16 matter within the meaning of Federal Rule of Bankruptcy Procedure 9014. This contested  
17 matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (b)(2)(B), and  
18 (b)(2)(O).

## 19 III. DISCUSSION

### 20 A. Standing as a Party in Interest Under 11 U.S.C. § 1109(b)

21 As a threshold matter regarding Bernstein's opposition to Baker's fee applications,  
22 Baker objects to her standing to object to its fee applications. Baker argues that Bernstein  
23 is not a party in interest with standing to object to its fees because she is not a creditor or  
24 equity interest holder of Debtor; that is, she is merely a beneficiary of the Sarkis  
25 Sarkissian Trust, which is the sole member of the limited liability company that is the sole  
26 member of another limited liability company that is Debtor's sole member or equity interest  
27 holder.

1 Under 11 U.S.C. § 1109(b), "[a] party in interest, including the debtor, the trustee, a  
2 creditors' committee, an equity security holders' committee, a creditor, an equity security  
3 holder, or any indenture trustee, may raise and may appear and be heard on any issue in  
4 a case under this chapter." Before the court can determine the reasonableness of the  
5 compensation for Baker's services, it must first address the threshold issue of whether  
6 Bernstein has standing under 11 U.S.C. § 1109(b) as a party in interest to object to  
7 Baker's fees. As cited by Baker, the case of *Hughes v. Tower Park Properties, LLC (In re*  
8 *Tower Park Properties)*, 803 F.3d 450 (9th Cir. 2015) is instructive here.

9 In *Tower Park Properties*, Alexander Hughes was the beneficiary of the Mark  
10 Hughes Family Trust. Under the terms of the trust, three trustees were appointed. This  
11 trust owned two LLCs, Hughes Investment Partnership, LLC ("HIP") and MH Holdings II H,  
12 LLC ("MH II"), which held the majority of the trust *res*. MH II owned real property known  
13 as "Tower Grove," with the trustees of the Mark Hughes Family Trust deciding to sell  
14 Tower Grove to Tower Park Properties, LLC ("Tower Park"). MH II loaned Tower Park  
15 \$23.75 million to purchase Tower Grove, and HIP loaned Tower Park additional funds to  
16 develop it. After defaulting on its loans, Tower Park filed a voluntary Chapter 11  
17 bankruptcy petition and later proposed a plan of reorganization. The bankruptcy court  
18 confirmed this plan. Following plan confirmation, the trustees of the Mark Hughes Family  
19 Trust, MH II, HIP, and Tower Park began disputing implementation of the plan. These  
20 parties eventually entered into a settlement agreement resolving these disputes and  
21 sought approval of the settlement agreement from the bankruptcy court.

22 Soon after the parties sought approval of the settlement agreement, Alexander  
23 Hughes filed an *ex parte* application with the probate court seeking removal of the  
24 trustees. The probate court granted the application, and Fiduciary Trust International of  
25 California ("FTIC") was appointed as trustee *ad litem* of the Mark Hughes Family Trust.  
26 Following the appointment of FTIC as trustee, Alexander Hughes opposed the settlement  
27 agreement in bankruptcy court, arguing that the prior trustees breached the terms of the  
28 trust and that the settlement agreement constituted an impermissible modification of a

1 "substantially consummated plan." FTIC also filed a limited joinder to Alexander Hughes's  
2 opposition. In response, the settling parties contended that the settlement agreement  
3 satisfied the requirements of Federal Rule of Bankruptcy Procedure 9019 and that  
4 Alexander Hughes and FTIC lacked standing to object to the settlement agreement. The  
5 bankruptcy court ultimately approved the settlement agreement and determined that  
6 Alexander Hughes and FTIC had standing to object. Subsequently, Alexander Hughes  
7 and FTIC separately appealed the bankruptcy court's ruling to the district court, which  
8 dismissed the appeal of Alexander Hughes for lack of standing. On further appeal, the  
9 Ninth Circuit affirmed the district court's ruling, holding that Alexander Hughes was not a  
10 "party in interest" under 11 U.S.C. § 1109(b) and thus had no standing to object to the  
11 settlement.

12 The Ninth Circuit explained that in order for one to qualify as a "party in interest"  
13 under 11 U.S.C. § 1109(b), one must have a legally protected interest that could be  
14 affected by a bankruptcy proceeding. The Ninth Circuit noted that California law provides  
15 that "a trust beneficiary has no legal title or ownership interest" in the trust *res*, and the  
16 "beneficiary is not the entity positioned to take legal recourse to protect the trust assets,  
17 unless the beneficiary is seeking only to enforce the terms of the trust." *In re Tower Park*  
18 *Properties, LLC*, 803 F.3d at 459 (citing *Saks v. Damon Raika & Co.*, 7 Cal.App.4th 419,  
19 427, 8 Cal.Rptr.2d 869 (1992)). Because Alexander Hughes was only a trust beneficiary,  
20 he did not hold a legally protected interest in trust assets; rather, it was the trustees of the  
21 Mark Hughes Family Trust who held a legally protected interest in the trust assets. *Id.* at  
22 460. Accordingly, the Ninth Circuit concluded that because Alexander Hughes did not  
23 have a legally protected interest in the trust *res*, he had no legally protected interest in the  
24 *res* that could be affected by a bankruptcy proceeding. *Id.* Thus, Alexander Hughes did  
25 not have standing as a party in interest under 11 U.S.C. § 1109(b) to contest approval of  
26 the settlement agreement.

27 Similarly, the court finds that Bernstein does not have standing as a party in  
28 interest under 11 U.S.C. § 1109(b) to object to Baker's fee applications. Bernstein is a

beneficiary of the Sarkis Sarkissian Trust, which owns Debtor. However, as a trust beneficiary, Bernstein does not have a legal right in the Sarkis Sarkissian Trust's trust *res*. *Id.* at 460 ("The legally protected interest in the properties at issue here rests with the trustees, not the beneficiary."). Because Bernstein has no legal right in the trust *res*, she also has no legal right that can be affected by Baker's fee applications requesting approval of compensation that may be awarded from Debtor's bankruptcy estate in which the trust may have an interest as an indirect equity interest holder of Debtor through its ownership of Sarkis Investments, LLC, Debtor's sole member. Accordingly, the court holds that Bernstein does not have standing to object to Baker's fee applications.

Bernstein asserts that she has standing to object as a trust beneficiary under *In re Tower Park Properties* because Muir as trustee is not adequately representing her interests as a beneficiary. According to Bernstein, the Ninth Circuit determined Alexander Hughes did not have standing because he had been adequately represented by the trustees of the trust. Bernstein argues that the Ninth Circuit held that Alexander Hughes was adequately represented by the trustee because FTIC continued to litigate against the former trustees. Thus, according to Bernstein's argument, because FTIC continued to litigate, Alexander Hughes was adequately represented and could not claim he did not have standing.

Bernstein raises several arguments as to why she is not adequately represented by Muir as Trustee and thus has standing to object as a trust beneficiary in this case. First, Bernstein argues that unlike the successor trustee (FTIC) in *Tower Park Properties*, Muir has not continued to litigate on her behalf (that is, object to Baker's fee applications). Second, Bernstein argues that "there is no indication Ms. Muir negotiated the fees with her counsel on an arm's length basis." *Bernstein Supplemental Brief*, ECF 532 at 3:21-22. Third, Bernstein argues that it is unlikely that Muir would contest Baker's fees since Muir is paying the fees with "someone else's money (e.g., Bernstein's)" and because challenging Baker's fee applications would "put Ms. Muir in the awkward position of litigating the fee issue with her attorneys." *Bernstein Supplemental Brief*, ECF 532 at 3:21-27, 4:1-5.

1 Thus, Bernstein argues that because she is not adequately represented by Muir, she has  
2 standing to object to Baker's fee applications.

3 Bernstein's arguments are unpersuasive. In advancing her arguments, Bernstein  
4 has seized upon the following language in *Tower Park Properties*: "We hold that the trust  
5 beneficiary does not have party-in-interest standing under § 1109(a) [sic] to object to the  
6 settlement, *at least where his interests are adequately represented by a party-in-interest*  
7 *trustee.*" *In re Tower Park Properties, LLC*, 803 F.3d at 452 (emphasis added). By  
8 emphasizing the phrase "adequately represented," Bernstein ignores a key premise  
9 underlying the Ninth Circuit's holding in *Tower Park Properties*—one can only have  
10 standing as a party in interest if one has a legally protected interest. The Ninth Circuit did  
11 not determine that Alexander Hughes had no standing because he was adequately  
12 represented. Rather, the Ninth Circuit held that Alexander Hughes lacked standing  
13 because he did not have a protectable legal interest that the bankruptcy proceeding could  
14 affect. Bernstein is correct that the Ninth Circuit mentioned that FTIC was continuing to  
15 litigate on behalf of Alexander Hughes; however, that fact was not critical to the Ninth  
16 Circuit's determination. It appears the Ninth Circuit cited this fact to underscore that FTIC  
17 was the party in interest because it had the legal right to pursue its litigation against the  
18 former trustees. *See id.* at 461 ("the true party in interest is the party properly charged  
19 with representing the financial interests of the affected entity").

20 Moreover, the Ninth Circuit noted that a beneficiary's claims of breach of fiduciary  
21 duty by a trustee do not make the beneficiary a party in interest and that a bankruptcy  
22 court conferring standing in such a case could interfere with state court resolution.  
23 Specifically, the Ninth Circuit stated as follows:

24  
25 [E]ven though Hughes has alleged serious claims of breach against  
26 the former trustees of the Trust, such allegations do not convert  
27 Hughes into a party in interest. His disputes with the trustees . . .  
28 belong elsewhere. Permitting Hughes to object to the Settlement  
because of breach by the trustees is collateral to the resolution of  
claims between the debtor (Tower Park) and its creditors (the  
Hughes Entities). Indeed, had the bankruptcy court waded in to the  
relationship between Hughes and the trustees, it might have



interfered with actions in the appropriate fora for such challenges:  
the California courts.

*In re Tower Park Properties, LLC*, 803 F.3d at 460-461.

The Ninth Circuit's references in *Tower Park Properties* to *In re Thorpe Insulation Co.*, 677 F.3d 869, 883-884 (9th Cir. 2012) and *In re Refco Inc.*, 505 F.3d 109 (2d Cir. 2007) further support Baker's objection to Bernstein's standing. In its discussion of *Thorpe*, the Ninth Circuit observed that in *Thorpe*, it "concluded that the non-settling insurers were parties in interest because the plan directly affected *their legal interests*." *In re Tower Park Properties*, 803 F.3d at 458 (emphasis added). While analyzing *Refco*, the Ninth Circuit noted that the Second Circuit ultimately determined "that party-in-interest standing does not extend to those seeking to assert rights that are purely derivative of another party's rights . . . ." *Id.* at 459. That is, the parties in *Refco* did not have standing because they had no independent legal right of their own that would be affected by the bankruptcy proceeding. Simply put, the Ninth Circuit's discussion of *Thorpe* and *Refco* in *Tower Park Properties* focused on whether the parties in each case had a legal interest that could be protected, not whether these parties were adequately represented.

But even assuming Bernstein's reading of *Tower Park Properties* is plausible, her arguments are still unavailing. As to Bernstein's first argument, she asserts that she is not adequately represented by Muir because Muir is not disputing Baker's fee applications. But this contention assumes a trust beneficiary is only adequately represented when a trustee continues to litigate on her behalf. The court rejects this argument because it is entirely plausible a trustee could determine under her business judgment that it is in the best interest of the beneficiary to not pursue litigation. In short, the court is not persuaded by Bernstein's narrow interpretation of "adequate representation." With respect to Bernstein's second argument that it does not appear that Muir negotiated the fees with Baker and therefore Bernstein is not adequately represented, Bernstein presents no evidence in support that Muir failed to negotiate or that failure to negotiate with Baker

1 constitutes a breach of fiduciary duty.<sup>3</sup> In addition, the court notes that Muir has submitted  
2 declarations attesting that she has reviewed the fee applications and has made a  
3 determination that the fees are reasonable. See ECF 232 at 33; ECF 485; ECF 540. As  
4 a trustee, Muir has a fiduciary duty to act in Bernstein's best interest. By submitting  
5 supporting declarations, Muir has determined that she did not need to negotiate or  
6 otherwise litigate the fees because she found them to be reasonable. The court is not  
7 persuaded that Muir's decision means Bernstein is not adequately represented. Finally,  
8 the court finds Bernstein's third argument unpersuasive: that Muir cannot adequately  
9 represent Bernstein because she is paying with the beneficiary's money and because it is  
10 unlikely Muir will challenge Baker's fees because doing so would result in a breakdown of  
11 the attorney-client relationship. Again, Muir has a fiduciary duty to act in the best interest  
12 of Bernstein and any other trust beneficiaries. The fact that Muir is paying Baker's fees  
13 from the trust *res* does not absolve her of this duty. Further, while the court acknowledges  
14 that challenging Baker's fees potentially places Muir in an "awkward position," this does  
15 not necessarily mean that Bernstein is not adequately represented. The court is not  
16 persuaded that the potential "awkward position" that Muir could find herself in prevents  
17 Bernstein from having adequate representation. Again, Muir has a duty as a fiduciary to  
18 set aside any feelings of discomfort if objecting to Baker's fees is in the best interest of the  
19 trust beneficiaries. Based on the record before the court, it appears Muir has determined  
20 it is not in the beneficiary's best interest to object to Baker's fees, as Muir has not raised  
21 any objections in her capacity as trustee. Thus, for these reasons, the court finds  
22 Bernstein's arguments unpersuasive.

23 For a party to have standing in bankruptcy court, two requirements in addition to  
24 the party-in-interest requirement must also be established. *In re Tower Park Properties*,  
25 803 F.3d at 456. The party must first "satisfy the constitutional minimum required by  
26 Article III" and must also "meet federal court prudential standing requirements." *Id.*

27  
28 <sup>3</sup> Even if Bernstein demonstrated that Muir breached her fiduciary duty, this would not be the proper forum to  
litigate these claims, nor would Bernstein's proper recourse be against Baker. See *Tower Properties*, 803  
F.3d at 459 ("[A] trust beneficiary's 'right to sue is ordinarily limited to the enforcement of the trust . . . .").

1 Because the court finds that Bernstein does not have standing as a party in interest under  
2 11 U.S.C. § 1109(b), the court need not address whether Bernstein satisfies the remaining  
3 standing requirements. In sum, the court finds that Bernstein does not have standing as a  
4 party in interest under 11 U.S.C. § 1109(b) to object to Baker's fee applications.

5 **B. Independent Court Review of Fees under 11 U.S.C. § 330**

6 Even though Bernstein does not have standing to object to Baker's fee  
7 applications, the court has an independent duty to review Baker's applications for  
8 reasonableness under 11 U.S.C. § 330. "The bankruptcy court has a duty to review fee  
9 applications notwithstanding the absence of objections by the trustee, debtor, or  
10 creditors." *In re Auto Parts Club, Inc.*, 211 B.R. 29, 33 (9th Cir. BAP 1997) (citing *In re*  
11 *Busy Beaver Building Centers, Inc.*, 19 F.3d 833, 841 (3d Cir. 1994)).

12 In determining fees allowed to a professional of a bankruptcy estate, the court  
13 should examine "all relevant factors, including: (A) the time spent on the services; (B) the  
14 rates charged for the services; (C) whether the services were necessary to the  
15 administration of, or beneficial at the time at which the service was rendered toward  
16 completion of [the case]; (D) whether the services were performed within a reasonable  
17 amount of time commensurate with the complexity, importance, and nature of the  
18 problem, issue, or task addressed; (E) with respect to a professional person, whether the  
19 person is board certified or otherwise has demonstrated skill and experience in the  
20 bankruptcy field; and (F) whether the compensation is reasonable based on the  
21 customary compensation charged by comparably skilled practitioners in [nonbankruptcy  
22 cases]." 11 U.S.C. § 330(a)(3).

23 In addition to these factors, "the courts have developed a nonstatutory formula  
24 known as the 'lodestar' method to complement these factors, which multiplies the  
25 reasonable number of hours expended by a reasonable hourly rate to determine allowable  
26 compensation." 1 March, Ahart and Shapiro, *Rutter Group California Practice Guide:*  
27 *Bankruptcy*, ¶ 4:1122 at 4-86 (2018) (citing *Unsecured Creditors' Committee v. Puget*  
28 *Sound Plywood, Inc.*, 924 F.2d 955, 960 (9th Cir. 1991) and *In re Manoa Finance Co.*,

1 *Inc.*, 853 F.2d 687, 691 (9th Cir. 1988)). In *Manoa Finance Company*, the Ninth Circuit  
2 stated that a compensation award based on the lodestar method is "presumptively a  
3 reasonable fee." 853 F.2d at 691. However, the Ninth Circuit qualified this presumption  
4 language by stating that while the lodestar method may be primary or customary, it is not  
5 exclusive, given the "uniqueness of bankruptcy proceedings." *Unsecured Creditors'*  
6 *Committee v. Puget Sound Plywood, Inc.*, 924 F.2d at 960. Recently, in an unpublished  
7 decision, the Ninth Circuit reiterated the language of *Manoa Finance Co., Inc.* that "[a]  
8 compensation award based on a reasonable hourly rate multiplied by the number of hours  
9 actually and reasonably expended is presumptively a reasonable rate," but upheld the  
10 bankruptcy court's decision to downwardly adjust a law firm's fees with reference to the  
11 work actually and reasonably performed, the value of that work to the estate, the  
12 performance of the firm's attorneys and the reasonable hourly rates for such work with  
13 reference to several factors including prevailing community rates. *In re Morry Waksberg*  
14 *M.D., Inc.*, 692 Fed. Appx. 840, 842 (9th Cir. 2017) (quoting *In re Manoa Finance Co.,*  
15 *Inc.*, 853 F.2d at 691).

16 When determining the amount of reasonable fees, the court's "examination . . .  
17 should include the following questions: First, were the services authorized? Second, were  
18 the services necessary or beneficial to the administration of the estate at the time they  
19 were rendered? Third, are the services adequately documented? Fourth, are the fees  
20 requested reasonable, taking into consideration the factors set forth in § 330(a)(3)?  
21 Finally . . . the court must [also consider] whether the professional exercised reasonable  
22 billing judgment." *In re Mednet*, 251 B.R. 103, 108 (9th Cir. BAP 2000).

23 Regarding the requirement that bankruptcy estate professionals exercise billing  
24 judgment, the Ninth Circuit has stated that employment authorization does "not give [the  
25 professional] free reign to run up a tab without considering the maximum probable  
26 recovery." *Unsecured Creditors' Committee v. Puget Sound Plywood, Inc.*, 924 F.2d at  
27 958. Before undertaking work on a bankruptcy matter, the professional was obligated to  
28 consider:

1 (a) Is the burden of the probable cost of legal services disproportionately large in  
2 relation to the size of the estate and maximum probable recovery?

3 (b) To what extent will the estate suffer if the services are not rendered?

4 (c) To what extent may the estate benefit if the services are rendered and what is  
the likelihood of the disputed issues being resolved successfully?

5 *Id.* at 959-960 (citation omitted). Moreover, "[w]hen a cost benefit analysis indicates that  
6 the only parties who will likely benefit from [a service] are the trustee and his  
7 professionals,' the service is unwarranted and a court does not abuse its discretion in  
8 denying fees for those services." *In re Mednet*, 251 B.R. at 108-109 (quoting *In re*  
9 *Riverside-Linden Investment Co.*, 925 F.2d 320, 321 (9th Cir. 1991)).

10 A bankruptcy court has broad discretion to determine the number of hours  
11 reasonably expended. *In re Macke International Trade, Inc.*, 370 B.R. 236, 254 (9th Cir.  
12 BAP 2007). "[E]ven where evidence supports [that] a particular number of hours [were]  
13 worked, the court may give credit for fewer hours if the time claimed is 'excessive,  
14 redundant, or otherwise unnecessary.'" *Id.* (quoting *Dawson v. Washington Mutual Bank*,  
15 *F.A. (In re Dawson)*, 390 F.3d 1139, 1152 (9th Cir. 2004)).

16 While "the applicant must demonstrate only that the services were 'reasonably  
17 likely' to benefit the estate at the time the services were rendered," *In re Mednet*, 251 B.R.  
18 at 108, "an attorney fee application in bankruptcy will be denied to the extent that the  
19 services rendered were for the benefit of the debtor and did not benefit the estate." *In re*  
20 *Crown Oil, Inc.*, 257 B.R. 531, 540 (Bankr. D. Mont. 2000) (quoting *Keate v. Miller (In re*  
21 *Kohl)*, 95 F.3d 713 (8th Cir. 1996)) (citations and internal quotation marks omitted). "This  
22 rule is based on the legislative history of the Bankruptcy Code section 330(a) and the  
23 unfairness of allowing the debtor to deplete the estate by pursuing its interests to the  
24 detriment of creditors." *Id.* (citations and internal quotation marks omitted). "The same  
25 unfairness occurs when a debtor's professionals seek to deplete the estate . . . to the  
26 detriment of the estate and creditors." *In re Crown Oil, Inc.*, 257 B.R. at 540.

27 "The fact that the Chapter 11 Plan was ultimately not confirmed does not, by itself,  
28 bar recovery of compensation for the services performed in the Chapter 11 case." *In re*

1 *Crown Oil, Inc.*, 257 B.R. at 541 (citations omitted). That is, the courts do not conclude  
2 that "only successful actions may be compensated under § 330. To the contrary, so long  
3 as there was a reasonable chance of success which outweighed the cost in pursuing the  
4 action, the fees relating thereto are compensable. Moreover, professionals must often  
5 perform significant work in making the determination whether a particular course of action  
6 could be successful. Such services are also compensable so long as, at the outset, it was  
7 not clear that success was remote." *In re Crown Oil, Inc.*, 257 B.R. at 541 (quoting *In re*  
8 *Jefsaba, Inc.*, 172 B.R. 786, 789 (Bankr. E.D. Pa. 1994)) (internal quotation marks  
9 omitted). "On the other hand, whether a reorganization is successful is a factor to be  
10 considered in determining whether a debtor's counsel's services provide a benefit to the  
11 estate." *In re Crown Oil, Inc.*, 257 B.R. at 541 (citing *In re MFlex Corp.*, 172 B.R. 854,  
12 857 (Bankr. W.D. Tex. 1994) and *In re Lederman Enterprises, Inc.*, 143 B.R. 772, 775 (D.  
13 Colo. 1992), *affirmed*, 997 F.2d 1321 (10th Cir. 1993)).

14 The court has spent a considerable amount of time reviewing Baker's fee  
15 applications, including reviewing each and every billing entry as part of its lodestar method  
16 analysis. The court identified specific tasks performed by Baker's professionals which  
17 were potentially problematic, and in order to analyze the reasonableness of the time  
18 billed, the court had to review billing entries of various professionals who may work on  
19 such tasks, group the billing entries together, compute the total time billed of the various  
20 professionals, determine the amount of reasonable time it should have taken for such  
21 tasks and determine which entries were reasonable or unreasonable. The court also  
22 analyzed the work performed by specific professionals as to whether their services were  
23 appropriate for the nature of the task performed, e.g., whether attorney professionals were  
24 performing nonattorney tasks and whether nonbankruptcy lawyers were performing  
25 bankruptcy related tasks. During its review in its lodestar method analysis, the court  
26 observed a number of patterns throughout Baker's applications that gave cause for  
27 concern about the reasonableness of the fees claimed by Baker in its fee applications.  
28 Because of the voluminous nature of the billing entries, the court's discussion will focus on

1 these patterns and highlight specific entries representative of these patterns. The total  
2 amount of fees disallowed for each fee application with respect to each category is stated  
3 below.

4 To illustrate how the court calculated Baker's reasonable compensation, the court  
5 has provided tables of all problematic entries in **Exhibit A** attached to this Memorandum  
6 Decision. The tables provide the date of the billing entry, the name of the professional  
7 providing the services, the task completed by the professional, the rate the professional  
8 charges per hour, the amount of time the professional spent on the task, and the dollar  
9 amount billed to Debtor. The tables also include the page number of each entry (note that  
10 this is the page number within the specific invoice, not the page number of the ECF  
11 document). The problematic entries not discussed herein can be found in these tables.  
12 Additionally, concurrently with this Memorandum Decision the court is filing on the docket  
13 of this bankruptcy case an appendix of the billing invoices submitted by Baker in support  
14 of all of its fee applications which are annotated to show the basis for the court's rulings.

15 In its Final Fee Application, Baker provided the following justification for the fees  
16 and expenses that it claims in this case:

17 Through the Bankruptcy Case, the Debtor has worked diligently to administer the  
18 Bankruptcy estate (the "Estate") for the benefit of creditors and, through the  
concerted efforts of counsel, has achieved uncommon results.

19 Prior to the commencement of the Bankruptcy Case, the Debtor found itself in dire  
20 circumstances. The Debtor's principal secured creditor, MSCI 2007-IQ13 Ontario  
Retail Limited Partnership ("MSCI"), had seized control of the Debtor's primary  
21 asset and source of income—namely, the Property (defined *infra*)—through the  
appointment of a receiver and was poised to foreclose on the Property in  
22 satisfaction of its undersecured lien, which, if successful, would have left the Debtor  
unable to pay most, if not all, of its obligations to other creditors.

23 The commencement of the Bankruptcy Case, however, provided a substantial shift  
24 in these circumstances. Through the efforts of counsel, the Debtor was able to  
prevent the impending foreclosure sale of the Property and, simultaneously,  
25 establish a dialogue with MSCI regarding the preservation of the Property during  
the Bankruptcy Case and satisfaction of the claim asserted by MSCI. As a result of  
26 these efforts, the Debtor and MSCI (collectively, the "Parties") successfully  
negotiated a cash collateral stipulation that, among other things, granted the Debtor  
27 access to the funds necessary to maintain and operate the Property during the  
pendency of the Bankruptcy Case. The Parties also engaged in extensive  
28 negotiations regarding the proposed exit strategy for the Bankruptcy Case and the  
treatment of the MSCI claim in order to ensure a benefit for all creditors of the

1 Estate. After months of negotiations, the Parties entered into a discounted pay-off  
2 agreement (the "Agreement"), which provided for, among other things, a multi-  
3 million dollar reduction in the claim asserted by MSCI. In addition to relieving a  
4 significant portion of the debt against the Estate, the Agreement formed the  
5 foundation for a sale of the Property, which had the possibility of a previously  
6 unimaginable result---namely, the payment of all creditors in full.

7 After entering into the Agreement, the Debtor worked diligently to market the  
8 Property for sale and, with the assistance of counsel, negotiate the most beneficial  
9 terms possible for the Estate. As a result of these efforts, on or about June 12,  
10 2015, the Debtor entered into a purchase and sale agreement (the "PSA"), which  
11 provided for the sale of the Property (the "Sale") to NovaRes LLC and/or its  
12 assignee (the "Buyer") for \$24,500,000 (the "Purchase Price"). On or about August  
13 25, 2015, the Court entered an order approving the Sale. By and through the Sale,  
14 the Debtor was able to satisfy all undisputed secured claims---nearly \$24,000,000  
15 in total---and generate substantial net revenues for the Estate.

16 In addition to maximizing the recovery from the assets of the Estate, the Debtor  
17 also successfully disallowed more than \$700,000 in disputed claims, including the  
18 \$500,000 claim asserted by Ghazer Zehnaly as well as the \$208,000 secured claim  
19 asserted by Lucy Ulikhanova. Through the disallowance of the claims asserted by  
20 Mr. Zehnaly and Ms Ulikhanova, the Debtor has substantially increased the potential  
21 distributions to allowed claims and, furthermore, has created a surplus for the  
22 benefit of equity interest holders.

23 By and through this Application, the Firm respectfully request approval of the fees  
24 and costs incurred by the Firm in association with the substantial efforts throughout  
25 the Bankruptcy Case.

26 Final Fee Application ECF 482 at 1-2.

27 In the Final Fee Application, Baker argues that Debtor's "diligent efforts to  
28 administer the Bankruptcy estate for the benefit of creditors" and the "concerted efforts of  
counsel" have "achieved uncommon results." According to Baker, these "uncommon  
results" were: (1) prevention of foreclosure of Debtor's real property, settlement of the  
claim of the secured lender, MSCI, negotiation of a cash collateral stipulation between  
Debtor and MSCI to generate a cash flow to operate Debtor's business, a "multi-million  
dollar reduction" of MSCI's claim and resultant sale of Debtor's real property to "generate  
substantial net revenues for the Estate"; (2) disallowance of more than \$700,000 in  
disputed claims, including the \$500,000 claim asserted by Ghazer Zehnaly and the  
\$208,000 secured claim asserted by Lucy Ulikhanova; and (3) based on resolution of  
these claims, the estate has "increased the potential distributions to allowed claims" and  
"has created a surplus for the benefit of equity interest holders." These assertions are not  
substantiated in the record. First, notwithstanding Baker's effusive description of its



"uncommon result" for the resolution of MSCI's secured claim, the primary dispute in the case is straightforward in terms of mathematical computation. If one "does the math," based on the sales price for Debtor's real property of \$24,500,000, the payment of all undisputed secured claims nearly totaling \$24,000,000, including the "multi-million dollar reduction" for MSCI's claim, only yields a net distribution on the sale to Debtor of about \$500,000. While the estate benefitted from the sale in this amount of about \$500,000, the sale indicates that probably the "multi-million dollar reduction" of MSCI's secured claim was illusory because based on the results of the sale, MSCI's claim was "underwater" by several millions of dollars anyway. It appears that MSCI's concession in the settlement was apparently based on a realistic valuation of the market for Debtor's real property. Thus, the overall benefit to the estate from Debtor's resolution of the dispute over MSCI's claim was about \$500,000. No other explanation of how the resolution of this dispute benefitted the estate monetarily in any other way was provided in the Final Fee Application.

With respect to disallowance of disputed claims, the disallowance of the Zehnaly claim of \$500,000 is not finally determined yet. Although at the time the Final Fee Application was filed the Zehnaly claim had just been disallowed, the court recently granted Zehnaly's motion for reconsideration of the order disallowing his claim based on fraudulent misconduct by his former attorney, which is really not at the fault of Debtor. While Debtor has appealed the court's granting of Zehnaly's motion for reconsideration, the issue of whether Zehnaly's claim of \$500,000 should be allowed or not is not finally determined, and at this time, it cannot be considered an achievement of "uncommon result" to support Baker's fee application. The nature of the underlying dispute over the Zehnaly claim is breach of contract, which does not appear to be complex, because the dispute is whether Zehnaly breached the terms of the purchase and sales agreement for him to buy Debtor's real property. At issue is whether Debtor is entitled to keep Zehnaly's earnest money deposit of \$500,000, even though it never sold the property to him.

1 As to the disallowance of the \$208,000 Ulikhanova secured claim, the claim had  
2 been fully paid off through a prepetition settlement of the claim for \$80,000 in the probate  
3 proceeding of Debtor's insider, Sarkissian. Apparently, Ulikhanova, however, never  
4 released the trust deed that she recorded against Debtor's real property as she agreed in  
5 the settlement. Stipulation to Release Lien on Estate Property, ECF 464, filed on August  
6 3, 2016; Order Approving Stipulation to Release Lien on Estate Property, ECF 465, filed  
7 on August 8, 2016. This was a simple, uncontested matter factually and legally resolved  
8 by stipulation and order where the outcome for Debtor was not in doubt and should not  
9 have required much effort.

10 In terms of a cost/benefit analysis, it is hard to see much financial benefit for the  
11 estate considering fees and costs incurred by Baker of \$1.3 million against a realized  
12 benefit of about \$500,000 from its litigation efforts to resolve the main dispute in the case  
13 involving the secured claim of MSCI. The court does not consider the resolution of the  
14 Ulikhanova secured claim to have been a major achievement by Baker in this case since  
15 that was a simple matter of enforcing a settlement agreement where the favorable  
16 outcome was a foregone conclusion. The Ulikhanova secured claim may appropriately be  
17 categorized as a "slam dunk," eventually being resolved by stipulation and order.

18 In terms of what was done by Debtor and Baker as its counsel in this case, the  
19 court has taken a look at what the participants in the case have said in their pleadings,  
20 namely, the primary disputants in the case, MSCI and Debtor. The court takes judicial  
21 notice of what was said in these pleadings pursuant to Federal Rule of Evidence 201 and  
22 acknowledges that the extensive quotations below, of arguments of counsel in a  
23 contested matter in this case, may just reflect the partisan tone of counsel advocating for  
24 their clients. In the court's view, however, these quotations provide some insight into what  
25 the case was about, and whether or not it could be characterized as simple or complex,  
26 and as a two-party dispute or not.

1 A less sanguine view about the Debtor and counsel's efforts in this case was  
2 expressed by MSCI, the secured creditor, in its opposition to Debtor's second motion to  
3 extend plan exclusivity, filed in February 2014:

4 . . . Contrary to the picture painted in the Exclusivity Motion, this case is not a  
5 complex, multi-party restructuring, but rather is a simple two party dispute between  
6 a debtor and its secured lender---the same dispute seen in virtually every single  
7 asset real estate case, with the usual contested issues (default interest, yield  
8 maintenance premium, etc.) Other than vehemently oppose Secured Creditor's  
9 efforts to keep in place the receiver ("Receiver") who has ably managed the  
10 Property since November of 2011, the Debtor, until very recently (for reasons  
11 discussed below), has done nothing of substance to prosecute this case.

12 Soon after filing this case back in July of 2013, the Debtor made the first of many  
13 promises that a grand settlement proposal was in the offing. Over the following  
14 months, Secured Creditor repeatedly requested that the Debtor follow through on  
15 its promised settlement offer, and more importantly, employ a broker to market the  
16 Property. The Debtor, however, did nothing. While the Secured Creditor was glad  
17 to see the Debtor very recently take steps to move its case along (as a result of  
18 Secured Creditor's prompting), there is simply no reason why the Debtor did not do  
19 so many months ago.

20 The Debtor's sole asset is the subject commercial real property ("Property").  
21 Secured Creditor holds a first priority lien on the Property and all related personal  
22 property, including cash collateral, securing an outstanding loan balance of over  
23 \$26 million. In November of 2011, at Secured Creditor's request, the state court  
24 appointed the Receiver to manage the Property following a series of loan defaults.  
25 The Debtor did not oppose this relief.

26 As Secured Creditor documented for the Court in the 543 Motion (defined below),  
27 the Receiver took quick action to address significant repairs, deferred maintenance,  
28 and dangerous conditions at the Property that had accrued on the watch of the  
Debtor's designated responsible individual, Pamela Muir. Ms. Muir had managed  
the Property for 15 months following her appointment as special administrator of  
the estate of Sarkis Sarkissian, who was the Debtor's former principal and indirect  
100% owner.

Ms. Muir caused the Debtor to file the instant chapter 11 case on July 29, 2013  
("Petition Date"), the day before the scheduled non-judicial foreclosure sale of the  
Property. Although Secured Creditor requested that the Debtor stipulate to keep  
the Receiver in place, the Debtor refused to so stipulate. Accordingly, on August 9,  
2013, Secured Creditor filed a motion to excuse the Receiver from the turnover  
requirements of section 543 [Docket No. 23] ("543 Motion"), which the Debtor  
vehemently opposed. Following a hearing on the 543 Motion, at which the Court  
signaled that it was prepared to keep the Receiver in place, the Debtor relented  
and entered into a Court-approved stipulation [Docket No. 109] ("Receiver  
Stipulation") to keep the Receiver in place.

Starting very early in this case, the Debtor repeatedly promised that a settlement  
proposal would be in hand shortly. Despite repeated requests from Secured  
Creditor, however, no proposal was forthcoming. Likewise, notwithstanding the  
Debtor's repeated promises and representations to Secured Creditor and to this  
Court (representations made in open Court at least twice at prior hearings, the

Debtor did not seek approval to hire a real estate broker, or take any other steps to market and sell the Property.

In fact, during the six months this case has been pending, the Debtor did little more than get its counsel employed, set a claims bar date, and remove three state court litigations that are all inert. The Debtor's only recent activity of note was opposing the Receiver's payment of property taxes due in December 2013 from the Receiver's cash balance, notwithstanding that the Debtor had specifically agreed in the Receiver Stipulation that the Receiver would pay the taxes from those funds. After the parties briefed the issue, the Court overruled the Debtor's objection and directed the Receiver to pay the taxes from funds on hand, as the parties had stipulated. See Docket No. 110.

On November 7, 2013, the Debtor filed its first motion to extend exclusivity, seeking an extension of the exclusivity period through February 27, 2014 [Docket No. 96]. Based upon the Debtor's many promises and representations concerning a settlement proposal, Secured Creditor refrained from opposing this motion. On January 27, 2014, the Court entered an order granting the motion and extending the exclusivity period through February 27, 2014 [Docket No. 127]. During this whole time, the Debtor persisted with the status quo, doing nothing to advance this case.

In its case management conference statement filed January 28, 2014 [Docket No. 128], Secured Creditor highlighted for the Court Debtor's failure to prosecute this case. Not coincidentally, just six hours later the Debtor finally filed an application to employ a real estate broker [Docket No. 130]. No explanation was given for the delay in hiring a broker. Then, late in the day on Friday, January 31, the Debtor finally sent its oft-promised settlement proposal. As with the broker application, no explanation was given why this proposal was not made many months ago.

Shortly before midnight on February 4, 2014, the Debtor filed the Exclusivity Motion seeking a second extension of exclusivity through April 30, 2014. The following day, the Court conducted a chapter 11 status conference, during which it took a dim view of the Debtor's failure to prosecute this case. At the conclusion of the status conference, the Court set a further [] hearing on February 25, 2014 to consider (i) the Exclusivity Motion; (ii) whether the Debtor qualifies [as] a single asset real estate under section 101(51b), and (iii) the Debtor's broker application. In addition, the Court set a deadline of February 28, 2014 for the Debtor to file a chapter 11 plan.

In summary, the Debtor did nothing of substance during the first six months of this case, including during its first extension of exclusivity. . . .

Opposition to Debtor's Motion to Extend Exclusivity Period to April 30, 2014, ECF 138, filed on February 7, 2014.

In its reply to MSCI's opposition to its second motion to extend plan exclusivity, Debtor through counsel took issue with MSCI's characterization of this case as a simple two-party dispute:

MSCI has attempted to mischaracterize the instant Bankruptcy Case as a two party dispute from the outset out of a selfish desire to liquidate the Debtor's commercial

1 properties to satisfy its lien before the Debtor has had the opportunity to redress  
2 MSCI's misconduct through pending litigation. MSCI now has the audacity to label  
3 the instant Bankruptcy Case as a run of the mill single asset real estate case in an  
4 effort to deny the Debtor of a fair and reasonable opportunity to formulate and  
5 present a plan of reorganization that would serve the interest of all creditor[s]---not  
6 just MSCI. Needless to say, but MSCI's arguments are erroneous and self-serving.

7 The Bankruptcy Case is anything but simple. The Debtor operates a business  
8 leasing multiple parcels of commercial real property (the "Properties") to multiple  
9 entities engaged in a variety of businesses---from restaurants to realtors. To  
10 effectively reorganize, the Debtor must evaluate the leases with these various  
11 entities---an effort made more complicated by the post-petition involvement of a  
12 state court appointed receiver. The Debtor must also evaluate the validity and  
13 amount of the asserted MSCI lien and any off-set against the purported lien  
14 attributable to the misconduct of MSCI.

15 In elaborating why this bankruptcy case was complex, Debtor in its reply explained:

16 MSCI first attempts to convince the Court that the Bankruptcy Case is not complex  
17 by claiming that the case is a two party dispute and the Debtor has limited assets.  
18 MSCI conveniently omits that Debtor must attempt to reorganize while divested of  
19 control of its company due to the continued involvement of the state court receiver--  
20 -involvement demanded by MSCI. MSCI also conveniently omits the lender liability  
21 claims that directly impact the treatment of MSCI under the forthcoming plan.  
22 MSCI further omits the fact that MSCI recently refused to participate in settlement  
23 discussion in good faith. Contrary to MSCI's unsubstantiated contention, this  
24 Bankruptcy Case is very complex and, due in no small part to MSCI's obstreperous  
25 conduct, has progressed slowly. MSCI cannot now use its efforts to sandbag the  
26 Debtor as ammunition to accuse the Debtor of dragging its feet.

27 *Id.* at 3.

28 In addressing MSCI's contention that the bankruptcy case was not progressing,  
Debtor stated:

MSCI attempts to convince the Court that the Debtor has not made any efforts to  
move towards resolution. True, it appears from the case docket, that the  
Bankruptcy Case has moved slowly. The Debtor, however, has been making  
substantial efforts to negotiate a consensual plan with MSCI that does not involve  
the sale of the Properties and, simultaneously, taking efforts to plan for the  
contingency of sale. As previously discussed, the Debtor and MSCI were  
previously engaged in settlement discussions regarding the resolution of any and  
all disputes by and between them, including, but not limited to, asserted lender  
liability claims---claims that directly affect MSCI's treatment under the forthcoming  
plan. The Debtor provided the information and position summary to MSCI in the  
form of a settlement letter as requested. Thereafter, MSCI refused to respond---  
stalling negotiations and Debtor's efforts to move the case forward consensually.  
Simultaneously with the negotiations with MSCI, the Debtor sought out and  
negotiated an agreement for the employment of GA Keen Realty Advisors LLC  
("GA Keen") to serve as real estate broker for the bankruptcy estate on  
commercially reasonable terms to further the exit strategy desired by MSCI---sale  
of the Properties. As soon as the agreement was finalized, the Debtor filed an  
application to employ GA Keen. In response, MSCI filed a litany of objections to  
the application---once again stalling the progress of the Bankruptcy Case. While  
the docket may not demonstrate the Debtor's substantial efforts to move the case

1 forward, MSCI cannot now use the delays it created to deprive the Debtor of a fair  
2 and reasonable opportunity to propose a plan that will benefit all creditors.

3 *Id.* at 3-4.

4 Regarding the specific matters being contested, the court notes that it granted  
5 Debtor's second motion to extend exclusivity, extending the deadline to solicit votes to  
6 April 30, 2014, but at the status conference on February 5, 2014, the court set a deadline  
7 for Debtor to file its disclosure statement and plan by February 28, 2014. ECF 145 and  
8 163. The court also granted MSCI's motion to determine Debtor as a single asset real  
9 estate entity pursuant to 11 U.S.C. § 101(51B) by order filed and entered on March 19,  
10 2014, ECF 168. Although this order determined that Debtor was a single asset real estate  
11 entity, it did not have much practical effect because Debtor had already been ordered to  
12 file its disclosure statement and plan by February 28, 2014. The court realizes that the  
13 above quotations reflect the partisan tone of zealous advocates, but in the court's view,  
14 these quotations also provide insight into the substance, complexity, and parties involved  
15 in this case.

16 Apparently, Baker is attempting to justify the large fee amounts in this case due to  
17 the complexity of the case. The justifications of Debtor, through Baker, in the above  
18 quoted pleading that "[t]he Bankruptcy Case is anything but simple" do not hold up.  
19 Although Debtor operates a business leasing multiple parcels of commercial real property  
20 (the "Properties") to multiple entities engaged in a variety of businesses—from restaurants  
21 to realtors, Debtor's business is not as complex as it may sound. The four parcels that  
22 Debtor owned and leased were operated as a single retail shopping center project, which  
23 supports the court's determination that Debtor is a single real estate asset entity. To say  
24 that Debtor was leasing to "multiple entities engaged in a variety of businesses—from  
25 restaurants to realtors" overstates the complexity of the business since Debtor only had  
26 six unexpired leases as listed on its Schedule G – Executory Contracts and Unexpired  
27 Leases, ECF 32, filed on August 12, 2013, with six tenants, Black Angus Steakhouse,  
28 Benihana Ontario Corp., RM El Torito, LLC, Platt College Los Angeles, LLC, TNC, Inc.

1 and West Coast Ultrasound Institute, Inc. Debtor's counterparties included three  
2 restaurants (i.e., Black Angus, Benihana and El Torito), a for profit college, and two other  
3 businesses. Debtor asserted that "to effectively reorganize, the Debtor must evaluate the  
4 leases with these various entities—an effort made more complicated by the post-petition  
5 involvement of a state court appointed receiver," but Debtor never explained why the  
6 receiver being in place made it more complicated for Debtor to discuss the leases in place  
7 with its tenants, of which there were only six. Moreover, difficulties with tenants did not  
8 arise in the case for Debtor as far as the court could see from the case docket. The  
9 receiver remained in custody of the properties and managed the properties and dealt with  
10 the tenants on behalf of the estate. Debtor asserted that "it must also evaluate the validity  
11 and amount of the asserted MSCI lien and any off-set against the purported lien  
12 attributable to the misconduct of MSCI," but did not explain why this made the bankruptcy  
13 case complex. Debtor had a litigation dispute with MSCI which had existed prepetition at  
14 least for two years since the state court receiver requested by MSCI had been put in place  
15 and had at least several years to evaluate the lien and any claims it had against MSCI.  
16 Debtor had initiated a lawsuit against MSCI in state court to assert lender liability claims,  
17 just before this bankruptcy case was filed, which Debtor removed to this court when the  
18 case was filed, but the activity in that removed proceeding was negligible. Debtor also  
19 asserted that "MSCI conveniently omits that Debtor must attempt to reorganize while  
20 divested of control of its company due to the continued involvement of the state court  
21 receiver—involvement demanded by MSCI," but did not explain why the reorganization  
22 was made more difficult because the receiver was in place.

23 Debtor's primary problem was that it was in default on its secured loan on its real  
24 property and needed to resolve its dispute with MSCI, the lender. The claims register only  
25 reflects eight claims filed in this case, and the largest claim by far was the secured claim  
26 of the lender, MSCI, in the amount of \$25,940,270.42. The next largest claim was filed by  
27 Creditor Ghazer Zehnaly in the amount of \$500,000 for an allegedly unrefunded purchase  
28 money deposit for the properties. The County of San Bernardino had a tax claim of

1 \$312,026.57, which was withdrawn in 2015. Tri-West Mechanical, Inc., had a secured  
2 claim of \$156,255.61, which was resolved by stipulation and paid through the sale of the  
3 properties. The remaining claims were relatively modest in comparison: (1) California  
4 Franchise Tax Board, \$42,591.44; (2) Internal Revenue Service, \$3,700.00, later  
5 withdrawn; (3) Southern California Edison, \$4,956.47; Attorney Donald Scoggins,  
6 \$48,280.00; and (4) City of Ontario, \$14,688.32. Debtor also resolved a lien on its  
7 properties claimed by Ms. Ulikhanova in the amount of \$208,000.00 by stipulation and  
8 order in July 2016.

9 The record reflects that this case was effectively a two-party dispute between  
10 Debtor and its secured lender, MSCI. The largest claim by far was the secured claim of  
11 the lender, MSCI, in the amount of \$25,940,270.42. Debtor's dispute over MSCI's lien  
12 claim precipitated the bankruptcy case because Debtor was attempting to stop the  
13 imminent foreclosure by MSCI of its lien on Debtor's properties. The focus of this  
14 bankruptcy case and Debtor's reorganization efforts was resolving its dispute with MSCI.  
15 The settlement of the dispute with MSCI and the resulting sale of Debtor's properties with  
16 MSCI's consent were the major events of the case. The other creditors did not participate  
17 actively in the case, and their claims were and are being resolved with minimal litigation or  
18 effort. Debtor or counsel have not shown otherwise. Debtor was able to consensually  
19 resolve the claims of Tri-West Mechanical and Ms. Ulikhanova by stipulation. The County  
20 of San Bernardino and the Internal Revenue Service withdrew their claims. Debtor had to  
21 litigate the claim of Ghazer Zehnaly by filing an objection, and Debtor obtained an order  
22 disallowing the claim after Zehnaly essentially defaulted by failing to defend. As  
23 discussed above, this order was set aside on grounds that Zehnaly had been the victim of  
24 fraudulent misconduct by his then counsel. Debtor's objection to the Zehnaly claim is now  
25 being litigated. The remaining claims are uncontested.

26 MSCI's contention in February 2014 that Debtor did nothing of substance to  
27 prosecute the case in the first six months of the case, noting that Debtor did not make any  
28 settlement proposal to MSCI until February 4, 2014, and Debtor's admission that it



1 appears from the case docket that the bankruptcy case was moving slowly, reflected the  
2 view of the court at the time when it set a deadline for Debtor to file a disclosure statement  
3 and plan by February 28, 2014. At the time, Debtor was not actively moving forward with  
4 its litigation against MSCI and was not apparently actively negotiating settlement with  
5 MSCI despite its representations to the court and MSCI. Eventually, Debtor got its act  
6 together to negotiate a settlement with MSCI, which in hindsight was probably the best  
7 that Debtor could have done. Debtor did not press its lender liability litigation claims  
8 against MSCI in this case and has never explained what made such claims made litigation  
9 in this case so complex and/or costly, and in any event, no one got to know because  
10 those claims were never actively litigated.

11 Thus, based on its review of the proceedings in this case, the court finds that this  
12 was not a difficult case involving, for example, a corporation attempting to reorganize its  
13 business through complex financial restructuring, but rather, this is a single asset real  
14 estate case under 11 U.S.C. § 101(51B) primarily involving issues stemming from  
15 Debtor's dispute with its secured lender, MSCI, regarding the loan on the Property owned  
16 by Debtor. The court finds that this case was not complex and did not justify all of the  
17 professional fees claimed by Baker in its applications as discussed in this memorandum  
18 decision.

19 **C. Disallowed Fees for Work by Unnecessary Personnel**

20 The first pattern the court noticed in Baker's fee applications was the involvement  
21 of a large number of Baker's professionals working on the case. From its review of the fee  
22 applications, the court counted 21 different professionals at the firm who worked on the  
23 case, including 19 attorneys and 2 paraprofessionals. While the court understands that  
24 modern law practice may necessitate that a large law firm like Baker rely on its cadre of  
25 professionals to perform its work, the number of professionals that worked on this case  
26 was unusually large and, in this court's view, resulted in excessive fees being charged to  
27 the estate in this case.

1 Before Debtor filed its Chapter 11 bankruptcy case, Marc Benezra ("Benezra"), a  
2 partner specializing in real estate law, was advising and representing Debtor in its dispute  
3 with its lender, MSCI, and he felt that Debtor's interests might be better served in a  
4 Chapter 11 bankruptcy case. He consulted other attorneys in the firm specializing in  
5 bankruptcy law, including Ashley McDow ("McDow"). Based on this consultation, Baker  
6 recommended to Debtor that it file a Chapter 11 bankruptcy petition. At this point, Baker's  
7 bankruptcy specialists would be primarily involved in handling Debtor's bankruptcy case,  
8 though Benezra as the referring partner still wanted to be "in the loop."

9 McDow, counsel and later partner at Baker, was the lead bankruptcy counsel at  
10 Baker for Debtor. She was primarily assisted by two associate attorneys at Baker,  
11 Michael Delaney ("Delaney") and Fahim Farivar ("Farivar"). These three attorneys at  
12 Baker could have sufficiently handled the bankruptcy related work without having to rely  
13 on other attorneys at Baker to perform bankruptcy related tasks. Nevertheless, in addition  
14 to McDow and her assistants, Delaney and Farivar, there were 17 other professionals at  
15 Baker working on the case and billing for services, including the following 15 attorneys  
16 and 2 legal assistants:

17 (1) During the billing period related to the First Interim Fee Application:  
18 Teresa C. Chow, Ryan D. Fischbach, Thomas S. Gallagher, Michael R. Matthias,  
19 Geraldine E. Ponto, Lars H. Fuller, Marc Skapof, Gabriel E. Drucker, Jessica J.  
20 Wade, Jaysen A. Borja, Michael J. Durkheimer, Yulia M. Fradkin, Harry Garner,  
21 Michael M. Rawles, and Roxane E. Ojeda. *See First Interim Fee Application*, ECF  
22 232 at 31, page 27 of document. Of these professionals, only Michael M. Rawles  
23 and Roxane E. Ojeda were not attorneys. *Id.*

24 (2) During the billing period related to Second Interim Fee Application:  
25 Bruce R. Greene, Ryan D. Fischbach, Harry Garner, Roxane E. Ojeda and Michael  
26 M. Rawles also billing for services during this period. *See Second Interim Fee*  
27 *Application*, ECF 350 at 29, page 24 of document.  
28

1 At trial, Baker was supposed to demonstrate what all of its professionals did on the  
2 case and the fees they billed were necessary and reasonable under 11 U.S.C. § 330.  
3 Baker did not call most of these professionals at trial to testify about the work that they did  
4 on the case which is being billed by Baker to the bankruptcy estate, and thus, there was  
5 no one with personal knowledge as to what the professionals who did not testify did on the  
6 case in order for the court to determine the necessity and reasonableness of the work  
7 they did and billed. Federal Rule of Evidence 602. McDow and Benezra were the only  
8 Baker professionals who testified at trial in support of the fee applications. Benezra's trial  
9 testimony concerned what services he performed and billed on the case rather than the  
10 other professionals at Baker performed and billed on the case. McDow was apparently  
11 designated by Baker to act as its summary witness to describe and explain what all of the  
12 professionals at Baker did on the case to show that their services being billed were  
13 necessary and reasonable in the case. However, McDow lacks personal knowledge as to  
14 what the other professionals did on the case, and thus her testimony was not generally  
15 helpful to the court in determining whether their services were necessary and reasonable  
16 to the bankruptcy estate.

17 It appears that at least some of the other Baker professionals who worked on the  
18 case were no longer with Baker at the time of trial, and it perhaps would have been less  
19 convenient for Baker to call them as witnesses. However, other professionals were still  
20 employed at the firm, including McDow's associates, Delaney and Farivar, and Fischbach  
21 and Matthias. None of these professionals, however, testified at trial. Accordingly, the  
22 court lacked their testimony to explain what they did on the case and how their services  
23 were necessary, reasonable and beneficial to the bankruptcy estate.

24 Much of the fees that are disallowed in this category of work by unnecessary  
25 personnel were billed by Benezra, although the fees billed by other attorneys are  
26 disallowed. The court has two other separate categories regarding Benezra's fees, one  
27 category for unnecessary bankruptcy work, and one category for his work that he cannot  
28 remember. The reason for three separate categories for Benezra's work is that he is a

1 real property law specialist, but performed unnecessary bankruptcy law work, which is one  
2 definable category. A second category was for the work not in the first category, but he  
3 was unable to recollect the work to demonstrate that such work was reasonable and  
4 necessary to the estate. A third category for work that the court could not classify as  
5 bankruptcy work that Benezra performed, acknowledging that it was proper to have  
6 Benezra as a consultant on real property law issues in connection with the bankruptcy  
7 case, but also that not all of such work was necessary. The court has reviewed its work to  
8 make sure that disallowance of fees which could be disallowed in more than one category  
9 was not disallowed more than once.

10 At trial, Benezra testified as to his work on the case, stating that that he wanted to  
11 "quarterback" the bankruptcy case for the client, Debtor, as he was doing prepetition for  
12 the client. *Audio Recording of Trial, April 28, 2017* at 2:11-2:12 p.m. Benezra intended to  
13 transfer responsibility for the client matter to the bankruptcy practice group once the  
14 bankruptcy case was filed; that is, he was trying to just coordinate the strategy and  
15 litigation of prepetition issues relating to the dispute with the secured lender during the  
16 beginning stages of the bankruptcy case, while McDow and her associates familiarized  
17 themselves with the prepetition aspects of the case. However, the evidence indicates that  
18 Benezra still wanted to be the main contact for the firm with Muir, the client representative,  
19 and "quarterback" the client matter after the bankruptcy case was filed. In order for him to  
20 do his "quarterbacking," this meant that as shown by his billing entries in the early stage of  
21 the bankruptcy case, he was involved in supervising the work of the bankruptcy practice  
22 group attorneys, needing them to constantly brief him on the developments in the  
23 bankruptcy case, and he himself needed to educate himself on bankruptcy law, raising the  
24 issue of whether such "quarterbacking" work was reasonably necessary for the case.  
25 Benezra's services were costly, including fees of \$232,082.00 claimed on Baker's First  
26 Interim Fee Application, \$4,658.00 on the Second Interim Fee Application and \$8,401.25  
27 on the Supplement to Final Fee Application, for a total of \$245,141.25, or 19 percent of  
28 the total fees claimed by Baker, almost a quarter of a million dollars. The court determines

1 that for the most part, it was not necessary, reasonable and beneficial for Benezra to be  
2 "quarterbacking" the bankruptcy case because such efforts were unnecessarily duplicative  
3 of the bankruptcy practice group professionals who were already doing the work  
4 necessary for the client, Debtor, in the bankruptcy case after responsibility for the matter  
5 was transferred to them. Accordingly, such work has been disallowed on an entry-by-  
6 entry basis. To the extent that Benezra's services as a real estate law specialist were  
7 necessary in the bankruptcy case, the court has made allowances of fees for this work.  
8 However, as indicated in this decision and attached tables, the court will generally  
9 disallow fees for the substantial time that Baker's bankruptcy practice group professionals  
10 spent consulting Benezra about developments in the bankruptcy case in which he was not  
11 performing any particular services useful to the estate.

12 A number of the Baker professionals who worked on the client matter for Debtor  
13 before the bankruptcy case was filed and who are not part of the bankruptcy practice  
14 group continued to work on the matter after the bankruptcy case, and the fee applications  
15 requests fees for their services, even though the responsibility for the client matter at the  
16 firm had been transferred to the bankruptcy practice group. These professionals not only  
17 included Benezra, but also Fischbach, Matthias and Chow, who all worked on the client  
18 matter prepetition. These professionals did not testify at trial to explain why their services  
19 were necessary, reasonable and reasonably beneficial to the bankruptcy estate, and the  
20 court has disallowed much of the fees for their services since the necessity,  
21 reasonableness and benefit for these services has not been adequately demonstrated in  
22 light of the fact that this was a simple, straightforward business bankruptcy case that it  
23 was enough for the bankruptcy practice group attorneys to handle.

24 Under 11 U.S.C. § 330(a)(4)(A)(ii), "the court shall not allow compensation for . . .  
25 services that were not (I) reasonably likely to benefit the debtor's estate; or (II) necessary  
26 to the administration of the case." In a relatively simple and straightforward business  
27 bankruptcy case where the primary dispute in the case was between a debtor and its  
28 secured lender, only a small team of professionals was needed, McDow as lead

1 bankruptcy counsel, and an associate, Delaney or Farivar, and Benezra in a limited  
2 consulting role regarding the real estate law issues, that is, the lender liability issues that  
3 he worked on which brought the case to the bankruptcy practice group. Baker had so  
4 many people working on Debtor's bankruptcy case, and in the court's view, more than  
5 needed to handle the case efficiently, led to costly inefficiencies: (1) due to duplication of  
6 effort (many people working on the same tasks without any explanation why this was  
7 necessary); (2) due to the need for more people to have to familiarize themselves about  
8 the nature of the case and the developments in the case—which means more billable  
9 time—when fewer professionals were needed; and (3) due to the need for more  
10 consultation and communication with each other about the case and its developments,  
11 given the large group of people working on the case.

12 As explained earlier, the court does not find this case to be complex so as to  
13 warrant the large number of professionals at Baker who worked on the case where it was  
14 sufficient for the bankruptcy team of McDow and her assistants, and Benezra as a  
15 consultant on specific real estate law issues, to handle this case. Because the court did  
16 not have the testimony of the professionals who worked on the case other than McDow  
17 and Benezra, to explain what services they did on the case and how such services were  
18 necessary, reasonable and beneficial for the estate, and the court finds that the testimony  
19 of McDow and Benezra was inadequate to substantiate the reasonableness of these  
20 services deemed not to be necessary, the court has disallowed many of the fees billed by  
21 these additional professionals as set forth in Table 1 and Table 2 of the attached Exhibit A  
22 as not reasonably likely to benefit the estate or necessary to the administration of the case  
23 under 11 U.S.C. § 330(a)(4)(A)(ii).

24 The court raised this issue with Baker when ruling on the First Interim Fee  
25 Application, and to its credit, it appears that Baker heeded the court's admonition and  
26 reduced the amount of personnel during the billing period reflected on the Second Interim  
27 Fee Application as well as during the subsequent billing period. However, the court  
28

1 makes adjustments based on the entirety of the billing period included in the Final Fee  
2 Application, including the First Interim Fee Application where this issue was most serious.

3 Fees Disallowed:

- 4 • First Interim Fee Application: \$90,165.25 (Table 1)
- 5 • Second Interim Fee Application: \$4,986.50 (Table 2)
- 6 • Total: \$95,151.75

7 **D. Disallowed Fees for Unnecessary Bankruptcy Work by Attorney Benezra**

8 As previously noted, during its evaluation of Baker's fee applications, the court  
9 observed that attorney Benezra assisted with a considerable amount of bankruptcy work.  
10 Although Benezra is an experienced attorney in real estate law, it is undisputed that his  
11 expertise is not in bankruptcy. Given that McDow is an experienced bankruptcy  
12 practitioner who was also working on this case, it is unclear why Benezra billed for  
13 bankruptcy services that McDow could have provided or did provide. Apparently, Benezra  
14 thought that he needed to supervise McDow on the bankruptcy issues, which was  
15 unnecessary. Bankruptcy services provided by McDow by herself without Benezra's  
16 supervision, or "quarterbacking," would have been less costly than it became due to this  
17 duplication of effort. Also, just having McDow perform the bankruptcy tasks would have  
18 been less expensive because she billed at a lower hourly rate than Benezra and because  
19 her experience translates into these same services being rendered more efficiently for the  
20 bankruptcy case. Also, the court notes that during this time Delaney was also working as  
21 an associate attorney at Baker, who was billing for his services at least by December  
22 2013. For the reasons stated above, Delaney too could have provided these same  
23 bankruptcy services at a more reasonable cost to Debtor. Here, not only did Benezra  
24 perform bankruptcy work that McDow or another bankruptcy attorney could have done,  
25 he, McDow and others did the same work, which resulted in duplicative efforts, with  
26 additional time needed to consult and confer with each other—generating more fees than  
27 necessary.

1        Upon examination of Benezra's billing entries for bankruptcy related work, the court  
2 observed that Benezra's work appeared neither necessary nor reasonably likely to benefit  
3 Debtor's estate at the time the services were performed. By way of example, in Baker's  
4 First Interim Fee Application, ECF 232, Benezra billed \$342.50 on February 27, 2014 for  
5 services in reviewing a "skeleton reorganization plan in another matter." *First Interim Fee*  
6 *Application*, ECF 232 at 137, page 103 of billing statement. It is not entirely clear why  
7 Benezra was billing for reviewing a different reorganization plan given that he testified that  
8 he was not involved in arguing any bankruptcy issues that arose. *Audio Recording of*  
9 *Trial, April 28, 2017* at 2:11-2:13 p.m. The court also notes that Benezra testified that he  
10 had no prior experience preparing Chapter 11 bankruptcy disclosure statements. *Id.* at  
11 2:35-2:38 p.m. Yet only days later, Benezra also billed \$1,301.50 to review Debtor's "as-  
12 filed disclosure statement" and another \$1,301.50 for a conference discussing how to  
13 amend the disclosure statement. *First Interim Fee Application*, ECF 232 at 138-139, page  
14 104-105 of billing statement. As another example, the court notes that Benezra also billed  
15 \$1,370 on April 9, 2014 for a telephone conference with Delaney about the "Second  
16 Amended Reorganization Plan and Disclosure Statement." *First Interim Fee Application*,  
17 ECF 232 at 144, page 110 of billing statement. Again, it is unclear why Benezra would  
18 need to review a disclosure statement that was already filed, attend a conference about  
19 the disclosure statement, or call Delaney about the disclosure statement when his role in  
20 the case was limited to handling non-bankruptcy real estate law issues. In short, it  
21 appears from the evidence that a large majority of Benezra's bankruptcy related billing  
22 entries were incurred so that Benezra could be educated about bankruptcy issues so, as  
23 noted earlier, he could "quarterback" the bankruptcy case for the client. It is unreasonable  
24 to expect the bankruptcy estate to shoulder these unnecessary costs. As previously  
25 noted, the court raised this issue with Baker when ruling on the First Interim Fee  
26 Application, and it appears Benezra's billings were substantially reduced in the Second  
27 Interim Fee Application and subsequent fee applications.



Under 11 U.S.C. § 330(a)(4)(A)(ii), "the court shall not allow compensation for . . . services that were not (I) reasonably likely to benefit the debtor's estate; or (II) necessary to the administration of the case." Because Benezra was not going to argue any bankruptcy issues that arose in the case, it seems clear that his services related to bankruptcy work were not necessary to the administration of the estate. Furthermore, the court also finds that his services were not reasonably likely to benefit Debtor's bankruptcy estate because Benezra has limited experience in bankruptcy, many of his billing entries appear to be for time supervising bankruptcy practice group attorneys, McDow and her associates, Delaney and Farivar, tasked with handling the bankruptcy law issues for the client, or doing the work with them, in an area which was not his expertise.

Finally, as discussed below, the court notes that at trial Benezra had no recollection of his services on total of 47 of his own billing entries. Of these entries, 26 entries were for Benezra's bankruptcy related work. According to the court's calculations, Benezra had no recollection of 37.5 hours of his bankruptcy related work for a total of \$25,635.

"The burden is upon the applicant to demonstrate that the fees are reasonable." *Shalaby v. Mansdorf (In re Nakhuda)*, 544 B.R. 886, 902 (9th Cir. BAP 2016) (citing *Hale v. U.S. Trustee (In re Basham)*, 208 B.R. 926, 931-932 (9th Cir. BAP 1997)). Baker has the burden of demonstrating why these billing entries of Benezra's were reasonably likely to benefit the bankruptcy estate or necessary to the administration of the case.

Because Baker has not shown that the fees for Benezra's bankruptcy law work were necessary, Baker has not met its burden of demonstrating the reasonableness of the fees for such services. Accordingly, the court is disallowing the fee billing entries for unnecessary work described above along with the entries listed on Table 3 and Table 4 in the attached Exhibit A.

Fees Disallowed:

- First Interim Fee Application: \$64,725.50 (Table 3)
- Second Interim Fee Application: \$1,027.50 (Table 4)
- Total: \$65,753.00

**E. Disallowed Fees for Unsubstantiated Benefit of Work by Attorney Benezra for Lack of Recollection**

As noted above, Benezra could not recall during his trial testimony the services he performed as reflected on 47 billing entries on the fee applications. Of these 47 entries, 26 have been disallowed as unnecessary bankruptcy work by Benezra as noted in the preceding section. See Section D, *supra*, "Disallowed Fees for Unnecessary Bankruptcy Work by Attorney Benezra." For the reasons set forth below, the court disallows the remaining 21 entries totaling 24 hours and \$16,266 in fees for lack of recollection by Benezra to establish the reasonableness of such work.

An applicant carries the burden of proving that the fees requested are reasonable. *Shalaby v. Mansdorf (In re Nakhuda)*, 544 B.R. at 902 (citing *Hale v. U.S. Trustee (In re Basham)*, 208 B.R. at 931-932. Baker must carry the burden of establishing the reasonableness of the fees that it requests. When Benezra failed to recall why his services reflected on these specific billing entries were reasonable, Baker has failed to meet its burden to demonstrate that the fees were reasonable. At closing arguments on June 14, 2017, Baker argued that Benezra's failure to recall the entries does not mean that the billing entries are per se unreasonable. *Audio Recording of Trial, June 14, 2017* at 3:08-3:10 p.m. This argument is unpersuasive because it is the burden of the applicant to establish the reasonableness of the fees for services performed, and if the professional who performed the services being billed cannot remember what he did and how it was reasonable, it is difficult for the court to fill in the memory gap. The court recognizes that while Benezra was being asked to testify about billing entries for services billed three years before trial, the lapse in time does not otherwise relieve Baker of its burden of establishing the reasonableness of the requested fees. Furthermore, the court is of the view that Benezra would have likely been able to recall the billing entries and explain their reasonableness had his entries been more detailed to begin with. However, Benezra was unable to recall these specific billing entries, and because he could not recall the entries, he could not testify as to why the fees were reasonable, and thus, Baker could not meet

its burden. Accordingly, because Baker has failed to meet its burden here, the court disallows the fees for the services on those billing entries as set forth in Table 5 and Table 6 of the attached Exhibit A.

Fees Disallowed:

- First Interim Fee Application: \$14,142.50 (Table 5)
- Second Interim Fee Application: \$2,123.50 (Table 6)
- Total: \$16,266.00

**F. Disallowed Fees for Unnecessary Services by Attorney Fuller**

In its First Interim Fee Application, and incorporated into the Final Fee Application, Baker billed for the services of Lars Fuller ("Fuller"), an attorney in its Denver, Colorado office, for fees in the amount of \$56,406.00. *See First Interim Fee Application*, ECF 232 at 26 and 31, pages 22 and 27 of document. On the first day of trial on April 28, 2017, Peter James, counsel for Baker, stated that after the prior hearing on March 22, 2017, Baker closely reviewed its billing entries, and in particular Fuller's billing entries. *Audio Recording of Trial, April 28, 2017* at 10:43-10:44 a.m. To its credit, Baker, after this review, ultimately determined that Fuller's services were "for the benefit of the firm . . . rather than . . . the benefit of the client," as Fuller was assigned to the case to help assist Baker's bankruptcy practice group, and Baker was willing to have the court disallow the fees for services provided by Fuller. *Id.* On the second day of trial on June 14, 2017, James stated on the record that Baker would no longer be seeking the fees billed by Fuller. *Audio Recording of Trial, June 14, 2017* at 1:44-1:47 p.m. Thus, based on Baker's concession, the court disallows fees of **\$56,406.00** that Baker initially requested for services performed by Attorney Fuller.

**G. Disallowed Fees for Unnecessary Services From Duplicative Efforts**

The court has also noticed a pattern of fees for intrafirm consultations and conference calls and meetings among the multiple professionals working on the case as reflected on Baker's fee applications, which is most likely attributable to the overstaffing of the case and thereby having unnecessary personnel working on the case in general or

performing specific duplicative tasks. As noted above, this was a concern of the United States Trustee to some limited degree, as reflected in the stipulation between that office and Baker filed in this case.

Upon reviewing each billing entry, the court observed a number of instances in each application where multiple professionals billed for time spent in the same conference or working on the same task where only one attorney was needed. For example, in Baker's Second Interim Fee Application, on January 23 and 26, 2015, Farivar and McDow each billed for time spent conferring about a status conference in an adversary proceeding. *Second Interim Fee Application*, ECF 350 at 43, page 8 of billing statement. In another entry in Baker's Second Interim Fee Application, Delaney billed \$1,501.50 for time spent meeting with the Sarkis Sarkissian Trust beneficiaries, while McDow also billed \$2,862.00 for the same meeting on June 10, 2015. *Second Interim Fee Application*, ECF 350 at 46, page 11 of billing statement.

Under 11 U.S.C. § 330(a)(4)(A)(i), the court will not allow compensation for unnecessary duplication of services. The court finds that the above billing entries were unnecessarily duplicative and that the estate should not have been double billed for both professionals' time at these conferences because only one attorney was needed to appear. Accordingly, the court disallows one of each of the two duplicative billing entries for frequent conferences, usually for the smaller amount, and the similar entries as set forth in Table 7, Table 8, and Table 9 in the attached Exhibit A.

Fees Disallowed:

- First Interim Fee Application: \$7,058.50 (Table 7)
- Second Interim Fee Application: \$6,401.50 (Table 8)
- Final Fee Application: \$6,724.00 (Table 9)
- Total: \$20,184.00

**H. Disallowed Fees for "Lumping" of Services on Billing Statements**

The court has authority to reduce hours when the hours are block-billed or when the services are "lumped" together in a single entry. *Welch v. Metropolitan Life Insurance*

Co., 480 F.3d 942, 948 (9th Cir. 2007) ("We do not quarrel with the district court's authority to reduce hours that are billed in block format"). "The fee applicant bears the burden of documenting the appropriate hours expended in the litigation and must submit evidence in support of those hours worked." *Id.* "[B]lock billing makes it more difficult to determine how much time was spent on particular activities." *Id.* "Given that lumping may prevent a Court from being able to ascertain the reasonableness of the fees requested, lumping may be cause for reduction or elimination of fees in bankruptcy." *Roger v. Burns (In re Roger)*, 2017 WL 4097810 at \*5 (Bankr. C.D. Cal. 2017) (citations omitted).

The court has observed lumping of services in Baker's Second Interim Fee Application. For example, Farivar billed \$693.50 on March 27, 2017, to "[r]eview correspondence from US Trustee's office and counsel for MSCI, Aron Oliner, and confer with Ms. McDow regarding continuing various hearings, prepare four (4) stipulations and orders thereon to continue various status conferences in the main bankruptcy case, the three adversaries and the hearing on the Disclosure Statement and correspond with related counsel regarding the same." *Second Interim Fee Application*, ECF 350 at 111, page 76 of billing statement. Accordingly, because the lumping described above prevents the court from determining the reasonableness of the fees billed for each service, the court has reduced by 50% the allowed amount of the above entry and the similar entries for lumped services as set forth in Table 10 and Table 11 in the attached Exhibit A.

Fees Included and Reduced as Lumped Entries:

- First Interim Fee Application: \$8,252.00 (Table 10)
  - Disallowed from First Interim Fee Application based on 50% reduction: \$4,126.00<sup>4</sup>
- Second Interim Fee Application: \$693.50 (Table 11)

<sup>4</sup> The court previously disallowed \$82,000 in fees in the First Interim Fee Application but later entered an order allowing this amount, ECF 374 at 2, ¶ 5, after Baker submitted a declaration explaining the individual billing entries, ECF 350 at 33, ¶ 11, which included exhibits annotating and describing the relevant billing entries, *see id.* at 144-198.

- Disallowed from Second Interim Fee Application based on 50% reduction: \$346.75

- Total Disallowed for Lumping: \$4,472.75

**I. Disallowed Fees for Charged Billing Entries Marked "No Charge"**

During its review, the court also found certain billing entries that ended with "(No Charge)." A number of these "No Charge" billing entries indicated that the client was not billed for the services listed in the invoice. For example, in Baker's First Interim Fee Application, a billing entry by Geraldine Ponto on September 27, 2013 for a "telephone conference with Mr. Marc Benezra regarding background facts in connection with lender's assertion of entitlement to payment of make-whole premium triggered by the acceleration of the loan upon the debtor's default. (No Charge)" provided a billed amount of "0.00." *First Interim Fee Application*, ECF 232 at 134, page 100 of billing statement. However, there were also a number of billing entries that end with "(No Charge)" in which the estate was still billed for the services. In one such entry, McDow billed the estate \$1,300 on January 10, 2014 to "Conduct additional research regarding circumstances in order to finalize proposed settlement letter, finalize settlement letter and discuss same with Marc Benezra. (No Charge)." *First Interim Fee Application*, ECF 232 at 151, page 117 of billing statement. Given that there are a number of billing entries marked "(No Charge)" where the estate was not billed, and because the phrase "(No Charge)" itself indicates that the services were not to be billed for, it appears that these billed amounts were oversights and that Baker did not intend to bill for the services marked "(No Charge)." Thus, as set forth in Table 12 and Table 13 of the attached Exhibit A, the court disallows the entry described above and all entries in Baker's fee applications marked "(No Charge)" where the estate was billed.

Fees Disallowed:

- First Interim Fee Application: \$6,540.50 (Table 12)
- Second Interim Fee Application: \$183 (Table 13)
- Total: \$6,723.50

**J. Unsubstantiated Services Based on Vague Billing Entries**

"If the evidence supporting a fee application 'is too vague or insufficient to allow for a fair evaluation of the work done and the reasonableness and necessity for such work, the court should disallow compensation for such services.'" *In re Las Vegas Monorail Co.*, 458 B.R. 553, 557 (Bankr. D. Nev. 2011) (quoting *In re Bennett Funding Group, Inc.*, 213 B.R. 234, 245 (Bankr. N.D.N.Y. 1997)).

In its review of Baker's fee applications, the court found a series of billing entries in the First Interim Fee Application that did not provide sufficient information for the court to determine the nature of the work. For instance, Benezra billed \$720.50 on August 5, 2013, for "Correspondence to/from Judd Dunning; call from Judd Dunning; call from Kim Hood; review correspondence from Judd Dunning; correspondence to/from Kim Hood." *First Interim Fee Application*, ECF 232 at 42, page 8 of billing statement. There were also entries where Benezra billed for correspondence, emails, and calls regarding "case status" and "case administration." See *id.* at 51, page 17 of billing statement. On December 11, 2013, Benezra billed \$262 for a "[c]all from Pamela Muir regarding case strategy" and \$131 for a conference with Ms. McDow "regarding case strategy." *Id.* at 56, page 22 of billing statement. These billing entries do not give the court enough information to ascertain the nature of the services provided by Baker. Without more details, the court is left to guess whether these and other similar billing entries are reasonable. However, the burden lies with Baker as the applicant in proving the reasonableness of its fees. *Shalaby v. Mansdorf (In re Nakhuda)*, 544 B.R. at 902 (citing *Hale v. U.S. Trustee (In re Basham)*, 208 B.R. at 931-932. Thus, the court will not engage in speculation as to whether these fees are reasonable. Baker has not met its burden here on these fees requested in the above entries and similar entries, and such fees are disallowed as set forth in Table 14 of the attached Exhibit A.

Fees Disallowed:

- First Interim Fee Application: \$10,643.00 (Table 14)
- Total: \$10,643.00

**K. Disallowed Fees for Duplicative and/or Unnecessary Services**

Under 11 U.S.C. § 330(a)(4)(A)(i), "the court shall not allow compensation for unnecessary duplication of services." The court observed billing entries in Baker's Fee Applications where one attorney reviewed or revised a document and another attorney spent additional time reviewing the same document. While there is undoubtedly some value in multiple attorneys reviewing the same documents, the court was troubled by the total amount of time spent by Baker's multiple attorneys reviewing the same documents, which is very costly to the estate. For example, on November 3, 2014, Farivar billed \$3,200 on time spent preparing McDow's declaration in support of the First Interim Fee Application and for reviewing the billing entries in the Application, *Second Interim Fee Application*, ECF 350 at 86-87, pages 51-52 of billing statement, and on November 3, 2014 and November 4, 2014, McDow billed \$2,000 reviewing the invoices for this same application, *Second Interim Fee Application*, ECF 350 at 87, 89, pages 52, 54 of billing statement. Given the substantial amount of time Farivar spent working on the application and reviewing the billing entries, it does not follow that McDow would need to spend a significant amount of time conducting the same review. Accordingly, because Farivar had already extensively reviewed the billing entries, the court infers that McDow's work on the same application is largely duplicative and unnecessary.

These entries are not the only example of duplicative work done by Baker's professionals. For example, in Baker's Final Fee Application, Delaney billed \$2,349 on March 7, 2016, to "[a]ssist with the deposition of Ghazer Zehnaly," even though McDow had already billed \$2,640 for 4.8 hours of work preparing for the same deposition just three days prior on March 4, 2016. *Final Fee Application*, ECF 482-1 at 71, page 70 of billing statement. Again, for the reasons explained above, Delaney's time is largely duplicative and unnecessary, as the amount of time spent by McDow suggests that Delaney would not need to similarly devote the same amount of time. Similarly, the fee applications are filled with examples of attorneys duplicating efforts of other attorneys in what the court views as unnecessary billing inflation. Thus, the court disallows as



1 duplicative McDow's entries on November 3 and 4, 2014, Delaney's entry on March 7,  
2 2016, and the other similar entries. These are just illustrative examples, and the specific  
3 examples are identified in the attached tables. The court also disallows fees for services  
4 that were neither necessary to the administration of the case nor beneficial at the time the  
5 services were rendered toward completion of the case. The disallowed billing entries are  
6 set forth in Table 15, Table 15.1, and Table 16 in the attached Exhibit A.

7 Fees Disallowed:

- 8 • First Interim Fee Application: \$2,718.00 (Table 15)
- 9 • Second Interim Fee Application: \$2,774.50 (Table 15.1)
- 10 • Final Fee Application: \$3,830.50 (Table 16)

11 Total: \$9,323.00

12 **L. Disallowed Fees for Attorneys Billing For Clerical Services**

13 As noted above, before the court can determine whether certain services were  
14 actual and necessary, and in turn if the services were reasonable, the court must first  
15 determine whether or not the services were compensable. *Unsecured Creditors'*  
16 *Committee v. Puget Sound Plywood, Inc.*, 924 F.2d at 957-958. "A finding of  
17 compensability merely means the services performed were properly charged as legal  
18 services, as opposed to administrative or otherwise nonlegal services." *Id.* at 958.

19 The court noticed several instances where an attorney billed for nonlegal services  
20 that are typically non-compensable because they are built into an attorney's hourly billing  
21 rate. For example, as reflected in Baker's Final Fee Application, Delaney billed Debtor  
22 \$808.50 on August 10, 2015 for time spent preparing "voluminous exhibits in support of  
23 the motion to disallow Zehnaly proof of claim for filing." *Final Fee Application*, ECF 482,  
24 Exhibit 1 at 40, page 39 of billing statement. Delaney also billed debtor for time spent  
25 calling chambers to check the status of orders. *See id.* at 47, page 46 of billing statement.  
26 The court finds these tasks to be administrative in nature and not compensable. Baker is  
27 a large law firm with significant resources and has sufficient support staff to prepare  
28 exhibits to a motion. An experienced attorney like Delaney should not be billing a client

1 for clerical tasks when Baker has lower billing clerical staff at its disposal. In addition,  
2 Delaney should not be billing for time spent conferring with chambers regarding the status  
3 of various orders. The court fails to see how this provides any measurable benefit to the  
4 estate, and also finds these phone calls to be clerical in nature, as a legal assistant could  
5 just as easily call chambers to inquire about the status of an order. Accordingly, the court  
6 finds the above entry and all similar entries to be clerical and disallows them as set forth in  
7 Table 17, Table 17.1, and Table 18 of the attached Exhibit A.

8 Fees Disallowed:

- 9 • First Interim Fee Application (Table 17): \$445.00
- 10 • Second Interim Fee Application (Table 17.1): \$265.50
- 11 • Final Fee Application (Table 18): \$926.00
- 12 • Total: \$1,636.50

13 **M. Disallowed Excessive Fees Charged for Individual Services**

14 "The customary method for assessing an attorney's fee application in bankruptcy is  
15 the 'lodestar,' under which 'the number of hours reasonably expended' is multiplied by 'a  
16 reasonable hourly rate' for the person providing the services." *In re Eliapo*, 468 F.3d 592,  
17 598 (9th Cir. 2006) (citations omitted).

18 In its review of Baker's fee applications, the court observed a number of entries  
19 where excessive time was spent on certain tasks. For example, in Baker's First Interim  
20 Fee Application, McDow billed \$1,150 for 2.3 hours to "Prepare Status Conference Report  
21 for upcoming status conference" on September 4, 2013. *First Interim Fee Application*,  
22 ECF 232 at 46, page 12 of billing statement. The relevant status report consists of three  
23 and a half pages of background information about Debtor and is largely devoid of detailed  
24 information, such as projected income and expenses of Debtor, that would require such a  
25 substantial amount of time to prepare. *See Chapter 11 Status Report*, ECF 67, filed on  
26 September 4, 2013. Such a status report should require no more than one hour of work  
27 by a capable attorney. The court has conducted a lodestar analysis for this entry and  
28

1 similar entries to determine what a reasonable amount of time would be for which the  
2 court should allow fees.

3 In Table 19 and Table 20 of the attached Exhibit A, the court has provided a list of  
4 the services on which the court finds that excessive time was spent, along with the court's  
5 determination of the reasonable amount of time that should have been spent and is  
6 therefore allowed. Based on the court's calculation of reasonable time spent for each  
7 task, the court disallows fees for these services as follows:

8 Fees Sought and Fees Disallowed:

- 9 • First Interim Fee Application: \$2,985.00 sought for 5.9 hours; \$1,070.00  
10 allowed for 2.2 hours; \$1,915.00 disallowed (Table 19).
- 11 • Final Fee Application: \$7,120.00 sought for 10.9 hours; \$3,190.00 allowed  
12 for 4.8 hours; \$3,930.00 disallowed (Table 20).
- 13 • Total disallowed: \$5,845.00

14 **N. Disallowed Fees for Unnecessary Services Relating to Expert Witnesses**

15 Baker claimed fees for services relating to retention of experts, but did not provide  
16 sufficient justification for consultation with experts that was necessary and beneficial for  
17 the estate. In April and May 2014, Baker's professionals, primarily Benezra, claimed fees  
18 for consulting with the real estate broker regarding valuation experts, but the necessity  
19 and benefit of retaining a valuation expert has not been identified, given that by that time,  
20 Debtor had filed an amended disclosure statement at that time stating it intended to  
21 market the property for sale, already having retained a real estate broker. There appears  
22 to be no reason for having a valuation expert if Debtor already has a broker in place to  
23 assist in the marketing the property for sale, and there is no indication that the value of the  
24 property was in dispute in any litigation in the case, such as with MSCI, to warrant  
25 retention of a valuation. Accordingly, under 11 U.S.C. § 330(a)(4)(A)(ii), the court finds  
26 that the fees for services related to the retention of experts were neither reasonably likely  
27 to benefit the estate nor necessary to the administration of the case.

1 In the First Interim Fee Application, Baker billed the estate \$5,391.50 in the billing  
2 category related to engaging with experts/consultants, see First Interim Fee Application,  
3 ECF 232 at 168-170, pages 134-136 of billing statement, and another \$1,161.50 in the  
4 billing category for engaging expert witnesses, see *id.* at 175-176, pages 141-142 of  
5 billing statement. Similarly, in the Second Interim Fee Application, Baker billed \$1,405 in  
6 the billing category related to engaging with experts/consultants. See *Second Interim Fee*  
7 *Application*, ECF 350 at 112-114, pages 77-79 of billing statement. In the Final Fee  
8 Application, Baker billed \$106 in the billing category related to engaging with  
9 experts/consultants. See *Final Fee Application*, ECF 482-1 at 52, page 51 of billing  
10 statement. The court disallows these fees as well as the individual billing entries identified  
11 in Table 21, Table 22, and Table 23 of the attached Exhibit A.

12 Fees Disallowed:

- 13 • First Interim Fee Application: \$2,683.50 (Table 21) + \$5,391.50  
14 (experts/consultants category) + \$1,161.50 (expert witnesses category) =  
15 \$9,236.50
- 16 • Second Interim Fee Application: \$73.00 (Table 22) + \$1,405.00  
17 (experts/consultants category) = \$1,478.00
- 18 • Final Fee Application: \$73.00 (Table 23) + \$106.00 (experts/consultants  
19 category) = \$179.00
- 20 • Total: \$10,893.50

21 **O. Disallowed Fees for Excessive Time Spent on Stay Relief Issues**

22 The court will also disallow a portion of fees sought for time spent on resolving  
23 issues related to relief from the automatic stay under 11 U.S.C. § 362. Throughout the  
24 course of this case, the court granted three lenders relief from the automatic stay under 11  
25 U.S.C. § 362 to proceed with foreclosure with respect to three parcels of real property in  
26 which Debtor had no ownership interest or other relationship.

27 On April 3, 2014, Bank of New York Mellon ("BONYM") filed a motion for relief from  
28 the automatic stay under 11 U.S.C. § 362 with respect to a parcel of real property located

1 at 372 Farmer Street, Felton, CA 95018. ECF 176. In response, on April 28, 2014,  
2 Baker, on behalf of Debtor, filed a statement of non-opposition to the motion "to make the  
3 record clear," explaining that the borrower on BONYM's loan on that property had  
4 apparently transferred a fractional ownership interest in the property to Debtor, and Debtor  
5 had no knowledge of such a transfer. ECF 190. On May 6, 2014, the court entered an  
6 order granting BONYM's motion for relief from the automatic stay. ECF 193. On March 5,  
7 2015, Debtor and Wells Fargo Bank, N.A. ("Wells Fargo") filed a stipulation to grant Wells  
8 Fargo relief from the automatic stay with respect to a parcel of real property located at 130  
9 Spinnaker Cove, Hercules, CA 94547. ECF 280. On March 6, 2015, the court entered an  
10 order approving that stipulation. ECF 282. Finally, on March 11, 2015, Debtor and Wells  
11 Fargo filed stipulations to grant Wells Fargo relief from the automatic stay with respect to  
12 a parcel of real property located at 83 Castillejo Drive, Daly City, CA 94015. ECF 284 and  
13 285. On March 13, 2015, the court entered orders approving those stipulations. ECF 287  
14 and 288.

15 All three parcels of real property involved attempts by nondebtor borrowers to  
16 "hijack" Debtor's bankruptcy case. "Hijacking" or "property dumping" is when "[a]  
17 nondebtor borrower, attempting to stave off foreclosure, signs a grant deed purporting to  
18 transfer the property to a debtor—often a complete stranger—in an existing bankruptcy  
19 case, thereby gaining the benefit of the automatic stay. The innocent debtor, completely  
20 unaware of the transfer, does not list the property on [its] bankruptcy schedules. In this  
21 situation, an innocent debtor should not be affected by a § 362(d)(4) stay relief order that  
22 finds the existence of a bad faith scheme to defraud creditors." 3 March, Ahart, &  
23 Shapiro, *Rutter Group California Practice Guide: Bankruptcy*, B. Grounds for Relief from  
24 Stay, Ch. 8(II)-B ¶ 8:1323.3 (2018). This court is unfortunately well acquainted with  
25 attempts to hijack a bankruptcy case. See, e.g., *In re Dorsey*, 476 B.R. 261 (Bankr. C.D.  
26 Cal. 2012). Typically, a debtor files a simple statement of non-opposition saying it has no  
27 knowledge of the purported transfer, and the court then grants the relief requested without  
28 a finding that the debtor was involved in such a transaction. *Id.*

Here, Baker seeks \$7,940.50 in fees for 18 hours spent on resolving the stay relief issues related to the three properties discussed above. See Table 24 and Table 25 of Exhibit A attached hereto. This billing consists of \$3,918.50 in the First Interim Fee Application for 8.6 hours spent (Table 24) and \$4,022 in the Second Interim Fee Application for 9.4 hours spent (Table 25), and it includes extensive research and correspondence regarding an appropriate response to the relief requested by the lenders. The court finds that each of the three relief from stay orders could have been resolved in no more than one hour of work based on its knowledge of the local bankruptcy law practice community. See *In re Dorsey, supra*. Accordingly, the court will allow a total of three hours of fees for the services identified in Table 24 and Table 25 of Exhibit A. The court will allow this time at the blended hourly rate of \$441.14, which is the blended hourly rate Baker billed for these services. Thus, the court will allow **\$1,323.42** for the services listed in Table 24 and Table 25 of Exhibit A and will disallow the remaining **\$6,617.08** sought by Baker.<sup>5</sup>

**P. Disallowed Fees for Excessive Billing for Preparing Fee Applications**

"Any compensation awarded for the preparation of a fee application shall be based on the level and skill reasonably required to prepare the application." 11 U.S.C. § 330(a)(6). Baker billed a total of \$109,845.50 for 286 hours spent preparing and appearing on its fee applications, comprised as follows:

**Fees Sought:**

- First Interim Fee Application: \$7,290.50 for 16.3 hours (Table 26)
- Second Interim Fee Application: \$550.00 for 1.1 hours (Table 26.1) + \$43,529.00 for 117 hours ("Fee – Employment Application (B160)" category, pp. 50-66 of Second Interim Fee Application, ECF 350 at 85-101) + \$10,422.00 for 24.6 hours ("Fee – Employment Objections (B170)" category,

<sup>5</sup> The entries marked with [\*] in Table 25 were disallowed elsewhere in Exhibit A, and these entries total \$654.00. Accordingly, the court will only deduct an additional \$5,963.08 under the section regarding resolving stay relief issues.

pp. 66-67 of Second Interim Fee Application, ECF 350 at 101-102) =  
\$54,501.00

- Final Fee Application: \$4,976.00 for 11.7 hours (Table 26.2) + \$27,551.50 for 80.6 hours ("Fee – Employment Application (B160)" category, pp. 22-33 of Final Fee Application, ECF 482-1 at 23-34) + \$517.00 for 1.1 hours ("Fee – Employment Objections (B170)" category, pp. 33-36 of Final Fee Application, ECF 482-1 at 34-37) = \$33,044.50
- Supplemental Fee Application: \$3,217.00 for 5.8 hours (Table 26.3) + \$11,792.50 for 27.8 hours ("Fee – Employment Application (B160)" category, pp. 4-8 of Supplemental Fee Application, ECF 534 at 26-30) = \$15,009.50
- Total: \$109,845.50 for 286 hours

This figure does not include the \$106,906.25 in fees for 215.5 hours Baker spent defending and litigating its Final Fee Application, which the court disallows below. By the court's math, almost 17% of the fees sought by Baker in this case relate to preparation and/or litigation of its fee applications.

Many of the billing entries in this category involved attorneys billing for time spent discussing Baker's fee applications among themselves. For example, on August 14, 2014, Attorney Garner billed 0.7 hours for a "[c]onference with M. Benezra regarding formatting of time entries for fee application." *First Interim Fee Application*, ECF 232 at 117, page 83 of billing statement. On August 18, 2014, Delaney billed 0.2 hours to "[c]onfer with Mr. Garner regarding the preparation of a notice to professionals to file fee applications." *Id.*, ECF 232 at 118, page 84 of billing statement. There is also an excessive amount of billing for time spent reviewing and revising billing invoices. The court finds this time and the corresponding fee request grossly inflated in light of the simplicity of the fee applications and the bankruptcy case as a whole. Preparation of the fee applications in this case should have taken no more than 75 hours. Accordingly, the court will allow a total of 75 hours for the services identified in Table 26, Table 26.1, Table

26.2, and Table 26.3 of Exhibit A and the services identified in the fee applications for the categories of "Fee – Employment Application (B160)" and "Fee – Employment Objections (B170)." The court will allow this time at the blended hourly rate of \$384.08, which is the blended hourly rate Baker billed for these services. While the court applies its lodestar analysis to the fees charged by Baker for preparing its fee applications, the court finds it astounding that it could take a small fortune like this, over \$100,000, to prepare fee applications in a simple, straightforward case like this one. The nature of the task of preparing fee applications consisting mainly of compiling billing entries which are computer generated with some limited narrative explaining the nature of the tasks performed should not have taken so much billable time. This amount is disproportionate to the amount of recovery of about \$500,000 from counsel's efforts in this case. Thus, the court will allow **\$28,806.00** for these services and will disallow the remaining **\$81,039.50** sought by Baker.<sup>6</sup>

**Q. Disallowed Fees from Excessive Billing for Services Related to Retention and Employment of Real Estate Broker GA Keen Realty Advisors, LLC**

The court will also disallow a portion of the fees Baker seeks for time spent on the retention agreement and employment application of GA Keen Realty Advisors, LLC ("GA Keen") as the estate's real estate broker, and later on the employment of its successor in interest Keen-Summit Capital Partners LLC ("Keen-Summit").

First, Debtor filed an application to employ GA Keen as broker, ECF 130, to which secured creditor MSCI objected, ECF 134. Next, Debtor, GA Keen, and MSCI filed a proposed stipulated order attempting to resolve the dispute about retention, ECF 162. However, after the court rejected the order on the stipulation, Debtor filed an amended application to employ GA Keen, ECF 184, to which MSCI again objected, ECF 189. After

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<sup>6</sup> The entries marked with [\*] in Table 26 were disallowed elsewhere in Exhibit A, and these entries total \$5,075.50; in the categories of "Fee – Employment Application (B160)" and "Fee – Employment Objections (B170)" on pages 50-67 of the Second Interim Fee Application, \$4,344 in billing entries were disallowed elsewhere; and in the in the categories of "Fee – Employment Application (B160)" and "Fee – Employment Objections (B170)" on pages 22-36 of the Final Fee Application, \$1,112.50 in billing entries were disallowed elsewhere. Accordingly, the court will only deduct an additional \$70,507.50 under the section regarding preparation of fee applications.



the parties filed another stipulation, ECF 240, and MSCI withdrew its objection, ECF 250, the court approved the application to employ GA Keen as the estate's real estate broker, ECF 259. Later, after GA Keen assigned its retention agreement with Debtor to Keen-Summit, the court approved Debtor's application to employ Keen-Summit as GA Keen's successor in interest. See ECF 269, 276.

Baker seeks \$54,043.50 in fees for 114 hours spent on the retention agreement and employment application of GA Keen as broker, and later on the employment of its successor in interest Keen-Summit. See Table 27 and Table 27.1 of Exhibit A attached hereto. This billing consists of \$50,666.50 in the First Interim Fee Application for 105.8 hours spent (Table 27) and \$3,377.00 in the Second Interim Fee Application for 8.2 hours spent (Table 27.1).

The court finds that the retention and employment of GA Keen, and the subsequent employment of Keen-Summit could have been accomplished in no more than 70 hours of work, even considering the objections of MSCI and the negotiations required to resolve those objections. Accordingly, the court will allow a total of 70 hours for the services identified in Table 27 and Table 27.1 of Exhibit A. The court will allow this time at the blended hourly rate of \$474.07, which is the blended hourly rate Baker billed for these services. Although the court applies its lodestar analysis to Baker's fees claimed for employment of the real estate broker, the amount claimed of over \$54,000 in fees to retain and employ a real estate broker to sell a single retail shopping center is astounding. Thus, the court will allow **\$33,184.90** for the services listed in Table 27 and Table 27.1 of Exhibit A and will disallow the remaining **\$20,858.60** sought by Baker.<sup>7</sup>

**R. Disallowed Fees for Excessive Billing of Services for Settlement with MSCI and Related Motion to Approve Compromise**

On April 15, 2015, Debtor brought a motion to approve a compromise between Debtor and MSCI pursuant to Federal Rule of Bankruptcy Procedure 9019 ("Rule 9019

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<sup>7</sup> The entries marked with [\*] in Table 27 and Table 27.1 were disallowed elsewhere in Exhibit A, and these entries total \$7,404.50 for Table 27 and \$795.00 for Table 27.1. Accordingly, the court will only deduct an additional \$12,659.10 under the section regarding retention and employment of GA Keen and Keen-Summit.

1 Motion"), ECF 298, which sought approval of a letter agreement between Debtor and  
2 MSCI. On May 15, 2015, the court entered an order granting the 9019 Motion. ECF 313.

3 For the services related to negotiating the letter agreement and bringing the 9019  
4 Motion, Baker billed a total of \$143,734.00 for 287.1 hours, comprised as follows:

5 Fees Sought:

- 6 • First Interim Fee Application: \$82,549.00 for 155.8 hours (Table 28)
- 7 • Second Interim Fee Application: \$6,779.50 for 15.2 hours (Table 28.1) +  
8 \$54,405.50 for 116.1 hours ("Settlement/Nonbinding ADR (L160)" category,  
9 pp. 79-89 of Second Interim Fee Application, ECF 350 at 114-124) =  
10 \$61,185.00
- 11 • Total: \$143,734.00 for 287.1 hours

12 Throughout the settlement process with MSCI, Baker was apparently dealing with  
13 just one attorney on behalf of MSCI, Mr. Oliner. Baker, on the other hand, found it  
14 necessary to employ no less than six attorneys working on the MSCI settlement: McDow,  
15 Delaney, Farivar, Benezra, Fischbach and Fuller. Moreover, many of the billing entries in  
16 this category involve attorneys billing for time spent corresponding with each other. For  
17 example, on September 16, 2013, Benezra billed 0.4 hours for a "[c]onference with Ashley  
18 McDow regarding call with Ron Oliner; conference call with Ron Oliner and Ashley  
19 McDow." *First Interim Fee Application*, ECF 232 at 126, page 92 of billing statement. On  
20 October 28, 2013, Benezra billed one hour for a "[c]onference with Ashley McDow  
21 regarding meeting with Ron Oliner; prepare for tomorrow's meeting with Ron Oliner;  
22 review file." *Id.*, ECF 232 at 136, page 102 of billing statement. On April 1, 2014, McDow  
23 billed 0.4 hours for a "[m]eeting with Marc Benezra regarding modifications to be made to  
24 term sheet." *Id.*, ECF 232 at 155, page 121 of billing statement.

25 There is also an excessive amount of billing for time spent drafting, reviewing, and  
26 revising settlement proposals. The court finds this time and the corresponding fee request  
27 grossly inflated in light of the simplicity of the settlement and the Motion to Approve  
28 Compromise with MSCI under Federal Rule of Bankruptcy Procedure 9019. The

1 settlement and Rule 9019 Motion did not involve challenging legal issues or factual  
2 complexities. The agreement between Debtor and MSCI was straightforward and  
3 provided that (1) Debtor would sell the Property within a specified time period (2) and pay  
4 MSCI a discounted payoff plus a portion of any net sale proceeds in excess of the  
5 discounted payoff (3) in full satisfaction of MSCI's claim, and (4) if Debtor failed to sell the  
6 Property within the specified time period, Debtor would surrender the Property to MSCI in  
7 full satisfaction of MSCI's claim. See Discounted Pay Off ("DPO") Letter Agreement,  
8 Exhibit A to Rule 9019 Motion, ECF 298 at 18-37. The court finds that the settlement  
9 negotiations with MSCI and the corresponding Rule 9019 Motion should have been done  
10 in no more than 140 hours, approximately 50% of the time billed by Baker. The apparent  
11 justification for the large amount of time billed is the complexity of the issues relating to  
12 the disputes over MSCI's claims for default interest and the "make whole" premium, but  
13 Baker has not shown how the alleged complexity of these issues justifies the large  
14 number of fees billed for settlement in this case. The court has included into its  
15 computation of its award of allowable fees for settlement services, a reasonable time for  
16 research and consultation among the firm professionals on these claims and developing  
17 settlement strategy, communications with MSCI's counsel and drafting settlement  
18 documents. Accordingly, the court will allow a total of 140 hours for the services identified  
19 in Table 28 and Table 28.1 of Exhibit A and the services identified in the category of  
20 "Settlement/Nonbinding ADR (L160)" Fee – Employment Application (B160)" of the Second  
21 Interim Fee Application, ECF 350 at 114-124, pages 79-89 of the billing statement. The  
22 court will allow this time at the blended hourly rate of \$500.64, which is the blended hourly  
23 rate Baker billed for these services. Thus, the court will allow **\$70,089.60** for these  
24 services and will disallow the remaining **\$73,644.40** sought by Baker.<sup>8</sup>

25  
26  
27 <sup>8</sup> The entries marked with [\*] in Table 28 and Table 28.1 were disallowed elsewhere in Exhibit A, and these  
28 entries total \$26,037.25; and in the category of "Settlement/Nonbinding ADR (L160)" Fee – Employment  
Application (B160)" on pages 79-89 of the Second Interim Fee Application, \$2,880.50 in billing entries were  
disallowed elsewhere. Accordingly, the court will only deduct an additional \$44,726.65 under the section  
regarding the MSCI settlement and Rule 9019 Motion.

**S. Excessive Billing for Services Related to Plan and Disclosure Statement**

On February 28, 2014, Debtor filed a disclosure statement, ECF 153, and Chapter 11 plan, ECF 154, which it amended a few days later, ECF 155, 156, 158, 159. The first amended disclosure statement was objected to by the United States Trustee, ECF 170, and by MSCI, ECF 171, and Debtor filed replies to those objections, ECF 174, 175. Debtor then filed a second amended Chapter 11 plan and disclosure statement. ECF 181, 182, 183.

For the services related to researching, drafting, revising, and appearing at hearings on the Chapter 11 plan and disclosure statement, Baker billed a total of \$182,997.00 for 384.7 hours, comprised as follows:

**Fees Sought:**

- First Interim Fee Application: \$35,175.00 for 75.8 hours (Table 29) + \$143,577.50 for 298.7 hours ("Plan And Disclosure Statement (B320)" category, pp. 100-115 of First Interim Fee Application, ECF 232 at 134-149 = \$178,752.50
- Second Interim Fee Application: \$3,476.50 for 8.8 hours (Table 29.1)
- Final Fee Application: \$768.00 for 1.4 hours (Table 29.2)
- Total: \$182,997.00 for 384.7 hours

As stated previously, the court does not find this bankruptcy case to be particularly complex, and Baker has not shown otherwise. Debtor is not a large organization attempting to reorganize its business through sophisticated financial restructuring. Debtor was the owner of a single real estate project operated as a retail shopping center, which made it a single asset real estate entity case. The primary issue in this single asset real estate entity case was Debtor's dispute with its secured lender, MSCI, over the terms of the loan. Moreover, it is unclear whether Debtor seriously intended to confirm a plan of reorganization, as McDow testified that the bankruptcy case was part of an overall strategy to put pressure on MSCI and gain leverage. *Audio Recording of Trial, April 28, 2017* at 11:29-11:30 a.m. Given that this case was not complex, the court finds that 384.7

1 hours spent drafting perfunctory Chapter 11 reorganization plans and disclosure  
2 statements, saying that Debtor would cure the arrearages on the secured loan after it  
3 succeeded in the litigation against the lender and/or continuing to operate while trying to  
4 market its real property assets for sale, was excessive, not reasonably likely to benefit the  
5 estate, and not necessary to the administration of the case. The court finds this time and  
6 the corresponding fee request grossly inflated in light of the simple and straightforward  
7 nature of this case. At bottom, this is a single asset real estate entity case because  
8 Debtor's business was owning and operating a single real estate project, a retail shopping  
9 center with a small number of tenants. This case was also primarily a two-party dispute  
10 between Debtor and Debtor's secured lender.

11 Moreover, as Debtor explained in its motion for structured dismissal, its Chapter 11  
12 plan of reorganization was supplanted by the settlement with MSCI, thereby admitting that  
13 the 384.7 hours spent on the plan and disclosure statement could have been significantly  
14 reduced had Debtor reached its settlement with MSCI before going through the exercise  
15 of filing and amending its plan and disclosure statement. *See Motion for Entry of Order*  
16 *Conditionally Dismissing Bankruptcy Case*, ECF 479 at 6, ¶ 8-7, ¶ 10. The plans  
17 themselves were simple in nature because the feasibility of the plans was based on curing  
18 the arrearages on the MSCI loan by reducing the amount through its litigation with MSCI  
19 and/or marketing the property for sale. There was not much more in the plans as the  
20 primary dispute was treatment and payment of MSCI's claim, and the other claims were  
21 relatively small in comparison to that claim.

22 The court finds that Baker did not need to spend any more than 200 hours on the  
23 services related to preparation and filing of rather perfunctory Chapter 11 reorganization  
24 plans and disclosure statements in this case. Accordingly, the court will allow a total of  
25 200 hours for the services identified in Table 29, Table 29.1, and Table 29.2 of Exhibit A  
26 and the services identified in the category of "Plan And Disclosure Statement (B320)" of  
27 the First Interim Fee Application, ECF 232 at 134-149, pages 100-115 of the billing  
28 statement. The court will allow this time at the blended hourly rate of \$475.69, which is

the blended hourly rate Baker billed for these services. The court allows these fees based on its lodestar method review of these services, though the court has strong reservations about this because this was a simple, straightforward case which did not need 200 hours of attorney time to prepare and file such simple, straightforward disclosure statements and plans. Thus, the court will allow **\$95,138.00** for these services and will disallow the remaining **\$87,859.00** sought by Baker.<sup>9</sup>

**T. Disallowed Fees for Services in Defending Fee Applications**

In its Supplemental Brief filed on May 24, 2017, ECF 534, Baker requests approval of \$106,906.25 in fees for 215.5 hours spent defending and litigating its fee applications. In making this request, Baker acknowledges the Supreme Court's 2015 decision in *Baker Botts L.L.P. v. ASARCO, LLC*, which held that 11 U.S.C. § 330(a)(1) does not permit bankruptcy courts to award fees to estate professionals for defending their fee applications. *Baker Botts L.L.P. v. ASARCO LLC*, 135 S.Ct. 2158, 2164-2166 (2015). Baker, relying exclusively on an Oklahoma bankruptcy court decision in *In re Macco Properties, Inc.*, 540 B.R. 793 (Bankr. W.D. Okla. 2015), essentially argues that *Baker Botts* should apply only in situations where it is *the debtor in possession* that objects to a professional's fee application. See *Supplemental Brief in Support of the Final Application for Approval of Compensation and Expense Reimbursement of Baker & Hostetler LLP*, ECF 534 at 9. Baker contends that because Bernstein objected to Baker's fee applications, and Bernstein is not the debtor, Baker is entitled to reimbursement for the fees and expenses incurred defending its fee applications.

The Supreme Court's holding in *Baker Botts* contains no such limitation. To the extent that the Oklahoma bankruptcy court in *Macco Properties* intended to interpret such a limitation in *Baker Botts*, this court respectfully disagrees.

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<sup>9</sup> The entries marked with [\*] in Table 29 were disallowed elsewhere in Exhibit A, and these entries total \$32,068.00; and in the category of "Plan And Disclosure Statement (B320)" on pages 100-115 of the First Interim Fee Application, \$54,855.50 in billing entries were disallowed elsewhere. Accordingly, the court will only deduct an additional \$935.50 under the section regarding the Chapter 11 plan and disclosure statement.

1 In *Baker Botts*, two law firms employed by the estate to represent the debtor in  
2 possession sought compensation under 11 U.S.C. § 330(a)(1), and the debtor objected to  
3 the fee applications. *Baker Botts*, 135 S.Ct. at 2163. After extensive discovery and a six-  
4 day trial, the bankruptcy court rejected the debtor's objections and awarded the fees,  
5 including an additional amount for time spent litigating defense of the fee applications. *Id.*  
6 The Supreme Court ultimately disagreed.

7 The Supreme Court began with the basic point of reference when considering the  
8 award of attorneys' fees, which is the "American Rule," whereby each litigant pays its own  
9 attorneys' fees, win or lose, unless a statute or contract provides otherwise. *Id.* at 2164  
10 (collecting cases). "Congress did not expressly depart from the American Rule to permit  
11 compensation for fee-defense litigation by professionals hired to assist trustees [or  
12 debtors in possession] in bankruptcy proceedings." *Id.*<sup>10</sup> The text of 11 U.S.C.  
13 § 330(a)(1) "cannot displace the American Rule with respect to fee-defense litigation"  
14 because "the phrase 'reasonable compensation for actual, necessary services rendered'  
15 permits courts to award fees to attorneys for work done *to assist the administrator of the*  
16 *estate . . .*" *Id.* at 2165 (emphasis added). And "[t]he word 'services' ordinarily refers to  
17 'labor performed for another.'" *Id.* (citing Webster's New International Dictionary 2288  
18 (def. 4) (2d ed. 1934)). The Supreme Court concluded that "[b]ecause § 330(a)(1) does  
19 not explicitly override the American Rule with respect to fee-defense litigation, it does not  
20 permit bankruptcy courts to award compensation for such litigation." *Id.* at 2169.

21 In *Macco Properties*, the court appointed a Chapter 11 trustee who uncovered  
22 "financial chaos and a complete dereliction of duties" by the debtor's insiders. 540 B.R. at  
23 804-805. The debtor's insiders were uncooperative with the Chapter 11 trustee and  
24 eventually sued the trustee in district court, objecting to the professionals' fee applications  
25 and bringing multiple tort claims against them. *Id.* at 839. The bankruptcy court allowed  
26 the professionals' fees, overruling the insider's objections, including the argument that

27 \_\_\_\_\_  
28 <sup>10</sup> 11 U.S.C. § 1107(a) gives Chapter 11 debtors in possession generally the same authority as trustees,  
including the authority to retain 11 U.S.C. § 327(a) professionals.

1 *Baker Botts* precluded the award of any fees earned litigating the fee applications, and  
2 concluding that "the [*Baker Botts*] decision is not applicable to the facts of this case." *Id.*  
3 at 876-877. The *Macco* court pointed out that, unlike *Baker Botts*, the dispute in *Macco*  
4 was between the professionals and third parties, and "the dispute was *broader* than  
5 simply an objection to the amount of compensation sought." *Id.* at 877. The court viewed  
6 the fee objection as a second attempt to bring the tort claims that failed in district court:

7           The claims [the insiders] assert against the Estate Professionals in  
8           the guise of fee objections mirror the tort claims they asserted  
9           against the Estate Professionals in the District Court lawsuit  
10          [citation] which was dismissed. [The insiders'] objections are not  
11          about whether the Estate Professionals' fees are reasonable; rather  
            they are attempts to deprive the Estate Professionals of their hard-  
            earned fees so that [the insiders] can claim all estate funds  
            remaining after payment of the unsecured creditors.

12 *Id.* at 877 and n. 433. This language suggests that because the *Macco* court viewed the  
13 fee objections as previously adjudicated tort claims in disguise, the court declined to apply  
14 *Baker Botts* to prevent recovery of the fees incurred defending the fee applications.

15           The *Macco* court then went on to note that, in that case, the Chapter 11 trustee and  
16 the bankruptcy estate did not object to the fee applications, and it quoted the following  
17 language from *Baker Botts*: "Time spent litigating a fee application *against the*  
18 *administrator* of a bankruptcy estate cannot be fairly described as 'labor performed for'—  
19 let alone 'disinterested service to'—that administrator." *Id.* at 878 (quoting *Baker Botts*,  
20 135 S.Ct. at 2165) (emphasis in *Macco*). The *Macco* court then concluded that *Baker*  
21 *Botts* was not applicable because the professionals had and were "continuing to provide  
22 services to the estate by defending against [the insiders'] objections and setoff claims in  
23 order to establish the amount of administrative expenses so that Trustee may finalize the  
24 administration of the Chapter 11 and Chapter 7 estates." *Id.* at 879.

25           In other words, the professionals *were* providing a service to the bankruptcy estate  
26 because (1) the fee objections were actually tort claims in disguise; (2) the professionals  
27 were defending the estate against these claims; and (3) defense of the estate and  
28



1 establishing the amount of administrative expenses<sup>11</sup> constituted "services" to the estate.  
2 Therefore, the services were compensable under 11 U.S.C. § 330(a)(1). To the extent the  
3 *Macco* court determined that *Baker Botts* applies only when the estate objects to a  
4 professional's fees, this court respectfully disagrees.

5 Here, the decision in *Macco* does nothing to create some exception to *Baker Botts*.  
6 Baker seeks \$106,906.25 in fees for litigating its fee application that the court has  
7 determined includes a substantial amount of fees that were neither reasonably likely to  
8 benefit the estate nor necessary to the administration of the case. Although Bernstein  
9 initiated this litigation, the court has determined that she lacks standing to object to the  
10 compensation, and the court has reduced the amount of compensation allowed based  
11 upon its independent duty under 11 U.S.C. § 330 to review fee applications. *In re Auto*  
12 *Parts Club, Inc.*, 211 B.R. at 33 (citing *In re Busy Beaver Building Centers, Inc.*, 19 F.3d at  
13 841).

14 A "§ 327(a) professional's preparation of a fee application is best understood as a  
15 'service rendered' to the estate administrator under § 330(a)(1), whereas a professional's  
16 defense of that application is not." *Baker Botts*, 135 S.Ct. at 2167. Not only was Baker's  
17 defense of its fee application *not* a service to the estate, but Baker also did not prevail in  
18 the sense that the court had to reduce the amount of fees awarded. Awarding fees for  
19 litigating the fee application would obviate the American Rule and the holding in *Baker*

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21 <sup>11</sup> To the extent that the *Macco* court adopted a position that estates benefit from fee defense because the  
22 estate has an interest in obtaining a just determination of the amount it should pay professionals, the  
Supreme Court rejected this argument in *Baker Botts*:

23 The firms insist that "estates *do* benefit from fee defenses"—and thus receive a "service"  
24 under § 330(a)(1)—because "the estate has an interest in obtaining a just determination  
of the amount it should pay its professionals." Brief for Petitioners 25–26 (internal  
25 quotation marks omitted). But that alleged interest—and hence the supposed provision  
of a "service"—exists whether or not a § 327(a) professional prevails in his fee dispute.  
26 We decline to adopt a reading of § 330(a)(1) that would allow courts to pay professionals  
for arguing for fees they were found never to have been entitled to in the first place.  
Such a result would not only require an unnatural interpretation of the term "services  
27 rendered," but a particularly unusual deviation from the American Rule as well, as "[m]ost  
fee-shifting provisions permit a court to award attorney's fees only to a 'prevailing party,'"  
a "'substantially prevailing' party," or "a 'successful' litigant," [citation].

28 *Baker Botts*, 135 S. Ct. at 2166.

*Botts* by rewarding a professional for unsuccessfully defending a problematic fee application and shifting the fees to be borne by the estate.

Thus, the court finds that Baker is not entitled to the **\$106,906.25** in fees incurred defending its fee applications.

#### IV. CONCLUSION

For the foregoing reasons, the court approves in part Baker's Final Fee Application as follows:

Section	Sought	Allowed	Disallowed	Disallowed Elsewhere	Net Deduction
Unnecessary Services by Lars Fuller	\$56,406.00	\$0.00	\$56,406.00	\$0.00	<b>\$56,406.00</b>
Unnecessary Personnel	\$95,151.75	\$0.00	\$95,151.75	\$0.00	<b>\$95,151.75</b>
Unnecessary Bankruptcy Work by Benezra	\$65,753.00	\$0.00	\$65,753.00	\$0.00	<b>\$65,753.00</b>
No Recollection of Certain Entries by Benezra	\$16,266.00	\$0.00	\$16,266.00	\$0.00	<b>\$16,266.00</b>
Double Billing	\$20,184.00	\$0.00	\$20,184.00	\$0.00	<b>\$20,184.00</b>
Lumping	\$8,945.50	\$4,472.75	\$4,472.75	\$0.00	<b>\$4,472.75</b>
Entries Marked "No Charge"	\$6,723.50	\$0.00	\$6,723.50	\$0.00	<b>\$6,723.50</b>
Vague Entries	\$10,643.00	\$0.00	\$10,643.00	\$0.00	<b>\$10,643.00</b>
Duplicative/Unnecessary	\$9,323.00	\$0.00	\$9,323.00	\$0.00	<b>\$9,323.00</b>
Clerical Services	\$1,636.50	\$0.00	\$1,636.50	\$0.00	<b>\$1,636.50</b>
Excessive Fees	\$10,105.00	\$4,260.00	\$5,845.00	\$0.00	<b>\$5,845.00</b>
Unnecessary Expert Fees	\$10,893.50	\$0.00	\$10,893.50	\$0.00	<b>\$10,893.50</b>
Stay Relief Issues	\$7,940.50	\$1,323.42	\$6,617.08	\$654.00	<b>\$5,963.08</b>
Preparing Fee Applications	\$109,845.50	\$28,806.00	\$81,039.50	\$10,532.00	<b>\$70,507.50</b>
Keen Retention & Employment	\$54,043.50	\$33,184.90	\$20,858.60	\$8,199.50	<b>\$12,659.10</b>
MSCI Settlement & 9019 Motion	\$143,734.00	\$70,089.60	\$73,644.40	\$28,917.75	<b>\$44,726.65</b>
Plan & Disclosure Statement	\$182,997.00	\$95,138.00	\$87,859.00	\$86,923.50	<b>\$935.50</b>
Defending Fee Application	\$106,906.25	\$0.00	\$106,906.25	\$0.00	<b>\$106,906.25</b>
<b>Total Amount Disallowed:</b>					<b><u>\$544,996.08</u></b>

In total, in its Final Fee Application as supplemented, Baker requests on a final basis an award of a total of \$1,323,677.90 in fees and expenses (\$1,287,696.65 in fees and \$35,981.38 in expenses) for its services as former general bankruptcy counsel for Debtor in this case during the period from July 29, 2013 to May 19, 2017. For the reasons

1 stated herein, the court disallows fees of \$544,996.08, allows fees of \$742,700.57 and  
2 allows the entirety of the expenses requested in the amount of \$35,981.38, for a total  
3 award of fees and expenses in the amount of \$778,681.95. As set forth herein, in  
4 determining the appropriate amount for professional fees, the court has analyzed the  
5 billing statements submitted by Baker. A detailed list of the problematic billing entries  
6 identified by the court is attached as Exhibit A to this Memorandum Decision. Additionally,  
7 concurrently with this Memorandum Decision the court is filing on the docket of this  
8 bankruptcy case an appendix of the billing invoices submitted by Baker in support of all of  
9 its fee applications which are annotated to show the basis for the court's rulings.

10 This Memorandum Decision constitutes the court's findings of fact and conclusions  
11 of law. However, as discussed earlier, while the pending application was denominated as  
12 Baker's Final Fee Application, the application cannot be considered "final" because the  
13 bankruptcy case is not ready for disposition either by dismissal or by confirming a plan of  
14 reorganization because Debtor's motion for conditional dismissal was denied due to the  
15 continuing litigation in the case over its objection to the claim of Creditor Zehnalny  
16 necessitating keeping this case on the court's active case docket, and there are no  
17 pending proceedings to approve an amended disclosure statement and to confirm a plan  
18 of reorganization. A separate order is being filed and entered on approving in part and  
19 disallowing in part the application on an interim basis.

20 IT IS SO ORDERED.

21 ###

22  
23 

24 Date: September 5, 2019

25 Robert Kwan  
26 United States Bankruptcy Judge  
27  
28

**In re: Sarkis Investments Company, LLC**

**Case No. 2:13-bk-29180-RK**

**Chapter 11**

# **EXHIBIT A**

**Table 1: First Interim Fee Application: Unnecessary Personnel**

<b>Date</b>	<b>Professional</b>	<b>Task</b>	<b>Rate</b>	<b>Time</b>	<b>Billed</b>	<b>Page</b>
7/30/13	Benezra	Review and revise turnover letter to receiver.	655	0.2	131	7
7/31/13	Drucker	Prepare motions seeking collateral payment.	345	2.7	931.5	7
8/9/13	Benezra	Review Newmark Grubb Property Management Proposal.	655	0.2	131	9
9/12/13	Benezra	Correspondence from Caroline Kase regarding property management; correspondence to Ashley McDow and Yulia Fradkin regarding same.	655	0.2	131	13
9/16/13	Chow	Conference with Mr. Benezra regarding revisions to application for employment of Newmark Grubb Knight Frank as property manager.	415	0.2	83	14
10/18/13	Benezra	Conference call with Pamela Muir and Donald Scoggins regarding broker retention.	655	1.1	720.5	17
10/22/13	Benezra	Correspondence to/from Ashley McDow regarding broker retention.	655	0.1	65.5	17
11/5/13	Benezra	Correspondence to/from Pamela Muir regarding Oliner meeting.	655	0.1	65.5	18
11/8/13	Benezra	Correspondence from Don Scoggins regarding October Receiver's Report; review October Receiver's Report.	655	0.5	327.5	18
11/23/13	Benezra	Correspondence from Ashley McDow regarding MSCI's Report on Status of Removal of Action; call to Ashley McDow regarding MSCI's Report on Status of Removal of Action.	655	0.2	131	20
11/26/13	Benezra	Conference with Ashley McDow regarding prospective note purchaser; correspondence from Ashley McDow regarding case administration.	655	0.1	65.5	21
11/27/13	Benezra	Conference with Ashley McDow regarding prospective note purchaser.	655	0.2	131	21
12/5/13	Benezra	Correspondence to Pamela Muir and Don Scoggins regarding call with Ron Oliner; review file (.2); correspondence to Roxane Ojeda regarding case administration (.2); correspondence to/from Pamela Muir regarding call with Ron Oliner; correspondence from Ashley McDow regarding broker retention (.1).	655	0.5	327.5	21

Date	Professional	Task	Rate	Time	Billed	Page
12/11/13	Benezra	Review file; call from Harold Bordwin regarding broker retention (.2); correspondence from Elaine Tseng regarding prospective note Purchasers; voicemails to Ashley McDow regarding prospective note Purchasers; correspondence to/from Doug Wolfe regarding prospective note Purchasers (.3).	655	0.5	327.5	22
12/13/13	Benezra	Review November Receiver's Report; correspondence to Ashley McDow.	655	0.5	327.5	22
1/23/14	Benezra	Conference with Michael Delaney (.10); conference with Ashley McDow regarding extension of Stipulation regarding Receiver; correspondence from Ashley McDow regarding extension of Stipulation regarding Receiver; correspondence from Ron Oliner regarding extension of Stipulation regarding Receiver; correspondence from Pat Galantine regarding extension of Stipulation regarding Receiver (.10).	685	0.2	137	25
2/4/14	Benezra	Correspondence to/from Pamela Muir regarding Century 21 expansion; review existing Century 21 lease; draft e-mail to Pat Galantine regarding Century 21 expansion.	685	1.3	890.5	26
2/18/14	Benezra	Review January receiver's report.	685	0.3	205.5	27
2/18/14	Benezra	Conference with Ashley McDow regarding filing of First Amended Complaint.	685	0.5	342.5	27
2/19/14	Benezra	Correspondence to/from Ashley McDow regarding First Amended Complaint.	685	0.2	137	27
3/5/14	Benezra	Correspondence from Ashley McDow regarding receiver's fees and property manager's fees; review receiver's fees and property manager's fees.	685	0.1	68.5	28
4/16/14	Benezra	Correspondence to/from Michael Delaney regarding valuation; correspondence to/from Ashley McDow regarding valuation.	685	0.1	68.5	31
4/23/14	Benezra	Calls to Pamela Muir regarding the First Amended Complaint.	685	0.2	137	32
4/25/14	Benezra	Correspondence to Michael Delaney and Ashley McDow regarding property valuation.	685	0.1	68.5	32
5/12/14	Benezra	Correspondence from Don Scoggins regarding April Receiver's Report; review April Receiver's Report; correspondence to Pamela Muir and Don Scoggins regarding April Receiver's Report; correspondence to Lars Fuller regarding April Receiver's Report; voicemail to Lars Fuller; review file.	685	0.8	548	33

Date	Professional	Task	Rate	Time	Billed	Page
5/20/14	Garner	Finalize and file April 2014 monthly operating report.	350	0.5	175	33
6/2/14	Benezra	Correspondence from Ashley McDow regarding MSCI communication; correspondence to Don Scoggins regarding MSCI communication; correspondence to/from Lars Fuller regarding MSCI communication.	685	0.1	68.5	34
6/12/14	Benezra	Correspondence from Pamela Muir regarding May Receiver's Report.	685	0.1	68.5	35
6/13/14	Garner	Finalize, file and direct service of May 2014 monthly operating report.	350	0.5	175	35
6/26/14	Benezra	Voicemails to Pamela Muir; correspondence to Pamela Muir and Don Scoggins regarding results of recent hearing.	685	0.1	68.5	36
6/26/14	Benezra	Correspondence to/from Michael Delaney regarding results of recent hearing; correspondence to Lars Fuller regarding results of recent hearing.	685	0.3	205.5	36
6/26/14	Benezra	Call from Pamela Muir regarding results of recent hearing; correspondence to Ashley McDow regarding results of recent hearing.	685	0.2	137	36
7/9/14	Benezra	Correspondence from Don Scoggins; review June Receiver's Report.	685	0.3	205.5	36
7/23/14	Benezra	Correspondence from Pat Galentine regarding Request for Reimbursement of T.I. Allowance by West Coast Ultrasound.	685	0.1	68.5	37
8/13/14	Benezra	Correspondence to/from Don Scoggins regarding July Receiver's Report; correspondence to/from Michael Delaney regarding July Receiver's Report.	685	0.1	68.5	38
8/13/14	Benezra	Review July Receiver's Report.	685	0.5	342.5	38
8/19/14	Benezra	Review file regarding case administration; correspondence to/from Harold Bordwin regarding September 8 meeting.	685	0.2	137	38
8/21/14	Benezra	Correspondence from Ashley McDow regarding recent Hearing; call to Lars Fuller regarding recent Hearing.	685	0.4	274	39
9/8/14	Benezra	Conference with Harold Bordwin and Michael Delaney regarding case administration and sale of the property.	685	0.4	274	39
11/27/13	Ponto	Miscellaneous emails with debtor's counsel in Los Angeles and with Mr. Skapof and Mr. Gallagher regarding strategies under reorganization to limit loan repayment to net present value.	850	0.2	170	42

Date	Professional	Task	Rate	Time	Billed	Page
11/27/13	Ponto	Telephone conference with Mr. Skapof regarding the net present value provisions of the agreement governing the Servicers' obligations with respect to maximizing value for Certificateholders; follow-up email.	850	0.4	340	43
11/27/13	Ponto	Telephone conference with Ms. McDow and Mr. Benezra, representing the debtor, and Mr. Skapof to discuss the strategy in restructuring the debt to the secured holder.	850	0.7	595	43
12/2/13	Gallagher	Review Polling and Servicing Agreement; meeting with Mr. Skapof and Ms. Ponte	670	1.5	1005	43
12/13/14	Benezra	Call from Don Fife regarding November's Receiver's Report.	655	0.2	131	44
8/19/13	Benezra	Review transcript from TRO Hearing.	655	0.2	131	46
10/14/13	Benezra	Review September Receiver's Report.	655	0.3	196.5	48
8/7/13	Fradkin	Prepare Application of Debtor to Employ BakerHostetler as general restructuring counsel and all accompanying documents.	290	4	1160	71
8/12/13	Fradkin	Complete statement of disinterestedness in support of motion to employ BakerHostetler as general restructuring counsel.	290	0.2	58	71
8/12/13	Fradkin	Finalize all documents for the Employment Application.	290	0.2	58	71
1/14/14	Fischbach	Work on and revise draft settlement letter to MSCI; conference regarding same.	485	2.25	1091.25	75
1/15/14	Fischbach	Conferences regarding and work on and revise draft settlement proposal to MSCI, including revisions.	485	1.75	848.75	75
1/24/14	Fischbach	Conference with Marc Benezra regarding revisions to draft settlement demand (.4); work on revisions to draft settlement demand, including additions to statement of facts; review file regarding same (2.6).	485	3	1455	75
1/26/14	Fischbach	Review file regarding and work on and revise draft settlement demand.	485	2.25	1091.25	76
1/27/14	Fischbach	Review research regarding and work on and revise draft settlement demand (2.7); fconference [sic] with Marc Benezra regarding draft settlement demand (.3).	485	3	1455	76
7/7/14	Garner	Research regarding status of fee applications filed in case.	350	0.5	175	82
7/7/14	Garner	Internal correspondence regarding status and timing of fee application filing.	350	0.2	70	82
7/7/14	Garner	Draft notice to retained professionals of interim fee application hearing.	350	0.5	175	82
7/8/14	Garner	Conference with Cermak regarding filing of fee application.	350	0.1	35	83



Date	Professional	Task	Rate	Time	Billed	Page
8/12/14	Garner	Review and revise invoices for first Baker Hostetler fee application.	350	1	350	83
8/13/14	Garner	Review and revise invoices for first Baker Hostetler fee application.	350	0.6	210	83
8/14/14	Garner	Review and revise invoices for first Baker Hostetler fee application.	350	0.8	280	83
8/14/14	Garner	Conference with M. Benezra regarding formatting of time entries for fee application.	350	0.7	245	83
8/14/14	Benezra	Call to Lars Fuller regarding settlement and fee application; correspondence to John Cermak, Peter James and Ashley McDow regarding fee application.	685	1	685	84
8/15/14	Garner	Continue revision of invoices for Baker Hostetler first interim fee application.	350	1	350	84
8/18/14	Garner	Review and revise invoices for first Baker Hostetler fee application.	350	1	350	84
8/27/14	Garner	Review and revise invoices for interim fee application.	350	1.2	420	84
8/28/14	Benezra	Review Notice of Withdrawal of Fee Application; correspondence to/from Peter James regarding Notice of Withdrawal of Fee Application; correspondence to Ashley McDow and Michael Delaney regarding Notice of Withdrawal of Fee Application.	685	0.1	68.5	84
9/29/14	Garner	Review and revise invoices for Baker Hostetler interim fee application.	350	1.2	420	84
9/30/14	Garner	Research and draft Baker Hostetler interim fee application.	350	1.2	420	84
8/1/13	Benezra	Correspondence to Ryan Fischbach regarding Scott Jolley case and review files.	655	0.1	65.5	87
8/2/13	Benezra	Review Scott Jolley case regarding additional causes of action to action against MSCI.	655	0.5	327.5	87
8/6/13	Benezra	Review docket in City of Ontario case.	655	0.2	131	87
8/20/13	Fradkin	Draft Applications for Employment of Property Manager and Real Estate broker and all supporting documents.	290	3.3	957	88
8/29/13	Fradkin	Conduct research regarding and draft opposition for two Motions to Remand.	290	3.2	928	88
9/3/13	Chow	Draft objections to declarations filed in support of Motion to Excuse Turn Over.	415	2	830	89
9/3/13	Chow	Read and analyze declarations in preparation for drafting objections.	415	1.5	622.5	89
9/3/13	Chow	Conference with Mr. Benezra and Ms. McDow regarding evidentiary objections to declarations of Elizabeth Blakely, Patrick Galentine, and Nicola Hudson in support of motion for entry of order maintaining custodian in possession, etc.	415	1	415	89

Date	Professional	Task	Rate	Time	Billed	Page
9/3/13	Benezra	Correspondence to/from Don Scoggins regarding Opposition to Motion to Excuse Turnover; cursory review of Scoggins draft Declaration regarding Opposition to Motion to Excuse Turnover; correspondence to/from Ashley McDow regarding Opposition to Motion to Excuse Turnover; conference with Ashley McDow regarding Opposition to Motion to Excuse Turnover.	655	0.2	131	89
9/3/13	Benezra	Call to Don Scoggins regarding Opposition to Motion to Excuse Turnover; conference with Ashley McDow regarding Opposition to Motion to Excuse Turnover.	655	0.4	262	90
9/3/13	Benezra	Correspondence from Mitch Berger regarding Opposition to Motion to Excuse Turnover; conference with Ashley McDow; conference with Ashley McDow and Teresa Chow regarding Opposition to Motion to Excuse Turnover.	655	0.7	458.5	90
9/3/13	Fradkin	Edit all documents pursuant to Ms. McDow's, Ms. Muir's, and Mr. Scoggins' further comments; assist with filing all necessary documents.	290	4	1160	90
9/3/13	Fradkin	Draft Mr. Fischbach's declaration in support of the Opposition.	290	1	290	90
9/3/13	Fradkin	Draft Ms. Muir's Declaration in Support of the Opposition for Motion to Excuse Receiver from Takeover (the "Opposition") and revise same pursuant to Ms. McDow's comment.	290	2	580	90
9/3/13	Fradkin	Revise Mr. Scoggins' declaration in support of the Opposition.	290	1	290	90
9/12/13	Benezra	Review Notice of Removal regarding Sarkis/MSCI case; conference with Ashley McDow regarding Notice of Removal regarding Sarkis/MSCI case.	655	0.5	327.5	91
9/12/13	Benezra	Conference with Ashley McDow regarding MSCI's Reply regarding Receiver's Motion; review MSCI's Reply regarding Receiver's Motion.	655	0.6	393	91
9/26/13	Benezra	Correspondence to/from Ashley McDow regarding draft Stipulation regarding Receiver; cursory review of draft Stipulation regarding Receiver.	655	0.4	262	93
10/23/13	Benezra	Correspondence to/from Ashley McDow regarding Stipulation regarding Receiver; correspondence from Alvin Mar regarding Stipulation regarding Receiver; correspondence from Ron Oliner regarding Stipulation regarding Receiver; review revised Stipulated Order regarding Maintaining Receiver.	655	0.7	458.5	94

Date	Professional	Task	Rate	Time	Billed	Page
2/26/14	Fischbach	Conferences regarding and work on background information and strategy for bankruptcy plan; follow up with Florida counsel regarding scheduling call regarding experience with LNR; conference regarding strategy relating to First Amended Complaint.	485	2.2	1067	97
10/1/13	Skapof	Preparation for and teleconference with Ms. Ponto and Mr. Benezra to discuss enforceability of make whole premium and default interest provisions on credit agreement in chapter 11 case.	715	1.2	858	100
10/1/13	Ponto	Telephone conference with Mr. Skapof regarding preparing for telephonic conference on the make whole premium issue in the Loan Agreement for Sarkis Investment Company	850	0.4	340	101
10/1/13	Ponto	Review email from Mr. Skapof; telephone conference with Mr. Benezra and Mr. Skapof; regarding enforceability of make whole premium in bankruptcy; strategies going forward.	850	1	850	101
10/1/13	Skapof	Call with Ms. Ponto to discuss enforceability of make whole premium in credit agreement.	715	0.5	357.5	101
2/27/14	Fischbach	Conference regarding and assist with issues relating to bankruptcy plan and disclosure statement; follow up with defense counsel in other pending actions against LNR; conference regarding outline of discovery plan.	485	1.5	727.5	103
2/28/14	Fischbach	Conference regarding and assist with issues relating to preparation of bankruptcy plan and disclosure statement (1.0); work on research regarding current pleading requirements for contemplated claims in First Amended Complaint (1.5); conference regarding and review impact of purchase agreement terms and attachments on interference claims (.4); conference regarding and start work on discovery plan (.3).	485	3.2	1552	104
2/6/14	Benezra	Conference with Ryan Fischbach regarding alleged pre-negotiation agreement.	685	0.1	68.5	118
2/6/14	Benezra	Conference with Ryan Fischbach regarding alleged pre-negotiation agreement; conference with Michael Delaney.	685	0.2	137	118

Date	Professional	Task	Rate	Time	Billed	Page
2/10/14	Benezra	Conference with Ryan Fischbach regarding amended complaint and alleged pre-negotiation agreement; correspondence to Ryan Fischbach regarding alleged pre-negotiation agreement.	685	0.1	68.5	118
2/11/14	Benezra	Conference with Ryan Fischbach regarding preparing amended complaint.	685	0.3	205.5	118
2/25/14	Benezra	Conference with Michael Matthias regarding First Amended Complaint.	685	0.1	68.5	119
3/4/14	Fischbach	Review revised Bankruptcy Plan and Disclosures Statement regarding treatment of claim against Zehnaly (1.0); conference regarding and work on discovery plan (1.0); review waiver provisions in Loan and terms of Zehnaly purchase agreement and work on analysis of impact of same on potential claims against MSCI and LNR (1.3); follow up with debtor counsel in Florida regarding similar claims against LNR (.2).	485	3.5	1697.5	119
3/10/14	Benezra	Correspondence from Ashley McDow regarding request for special notice by Bank of New York; review request for special notice by Bank of New York; correspondence to Thomas Gallagher regarding request for special notice by Bank of New York; correspondence from Michael Delaney regarding 2004 examinations.	685	0.2	137	120
3/11/14	Benezra	Correspondence to Ryan Fischbach regarding First Amended Complaint; conference with Ryan Fischbach regarding First Amended Complaint	685	0.1	68.5	120
3/21/14	Benezra	Review file; call to Ryan Fischbach regarding other LNR litigation; voicemail to Peter Russin regarding other LNR litigation.	685	0.2	137	120
3/24/14	Benezra	Correspondence from Josh Dobin regarding other LNR litigation; correspondence to/from Ryan Fischbach regarding other LNR litigation.	685	0.1	68.5	121
3/24/14	Fischbach	Correspondence with Meland Russin firm regarding scheduling of conference to address similar claims and experience against LNR.	485	.25	121.25	121
3/25/14	Benezra	Correspondence to/from Ashley McDow regarding case administration; call to Ryan Fischbach; correspondence from Ryan Fischbach regarding other LNR litigation.	685	0.2	137	121

Date	Professional	Task	Rate	Time	Billed	Page
3/27/14	Benezra	Correspondence to/from Don Scoggins regarding draft Second Account Current and Report of Administrative CTA; review draft Second Account Current and Report of Administrative CTA; correspondence to Ashley McDow, Michael Delaney and Ryan Fischbach regarding draft Second Account Current and Report of Administrative CTA.	685	0.9	616.5	121
3/27/14	Benezra	Correspondence from Peter Russin; correspondence to Michael Delaney and Ashley McDow; cursory review of Appellate pleadings re Sagamore case.	685	1	685	121
4/17/14	Benezra	Conference with Ryan Fishbach regarding FAC; review file regarding filing FAC (.5); correspondence to Michael Delaney regarding broker retention (.1).	685	0.6	411	122
4/17/14	Fischbach	Conference with Mr. Benezra regarding status of bankruptcy action and strategy for adversary proceeding relating to same.	485	0.6	291	122
4/25/14	Fischbach	Conference with Mr. James and Ms. McDow regarding status of action and case strategy, as well as procedural and strategy concerns regarding potential claims against receiver (1.0).	485	1	485	123
4/28/14	Benezra	Correspondence to/from Lars Fuller; correspondence from Ryan Fishbach; review research regarding Receiver Liability; review draft Preservation Letter; call to Lars Fuller; correspondence from Darrell Martin; correspondence to Lars Fuller; review of Valuation Engagement Letter; call to Darrell Martin; correspondence to Pamela Muir; correspondence from Don Scoggins; correspondence to Michael Delaney. [As amended, ECF 350 at 189-190. Disallowed 0.7 in other sections.]	685	2.2	1507	124
5/5/14	Benezra	Correspondence to/from Pamela Muir regarding resolution strategy v.v. Taban Letter of Interest and MSCI; conference call with Pamela Muir and Don Scoggins regarding resolution strategy v.v. Taban Letter of Interest and MSCI; conference with Peter James regarding resolution strategy v.v. Taban Letter of Interest and MSCI.	685	1	685	125
5/5/14	Benezra	Review summary of Dolan case regarding case strategy.	685	0.2	137	125

Date	Professional	Task	Rate	Time	Billed	Page
5/5/14	Benezra	Call to Pamela Muir regarding resolution strategy v.v. Taban Letter of Interest and MSCI; conference with Peter James regarding resolution strategy v.v. Taban Letter of Interest and MSCI; draft e-mail to Pamela Muir regarding resolution strategy v.v. Taban Letter of Interest and MSCI; correspondence to Pamela Muir regarding resolution strategy v.v. Taban Letter of Interest and MSCI.	685	1.3	890.5	125
5/6/14	Benezra	Call from Lars Fuller regarding settlement strategy; correspondence to Lars Fuller.	685	1.2	822	126
5/6/14	Benezra	Correspondence from Peter James regarding settlement strategy; conference with Peter James regarding settlement strategy.	685	0.2	137	126
5/7/14	Benezra	Review Lueras case.	685	0.3	205.5	126
5/7/14	Benezra	Call from Lars Fuller regarding case strategy.	685	0.2	137	126
5/8/14	Benezra	Conference call with Pamela Muir and Don Scoggins regarding settlement structure v.v. Taban Letter of Interest.	685	1	685	126
5/9/14	Benezra	Call from Lars Fuller regarding settlement proposal.	685	0.2	137	127
5/15/14	Benezra	Correspondence to/from Michael Delaney regarding Stipulation regarding Receiver's Employment of Counsel; correspondence to/from Peter James.	685	0.1	68.5	127
5/16/14	Benezra	Correspondence to Peter James regarding Taban and MSCI resolution.	685	0.1	68.5	127
8/4/14	Benezra	Review settlement communications between client and MSCI and summarize differences.	685	1.5	1027.5	131
8/5/14	Benezra	Review and revise summary of settlement differences between client and MSCI.	685	0.2	137	131
8/6/14	Benezra	Revise chart summarizing differences in settlement positions; correspondence to Michael Delaney and Ashley McDow regarding settlement v.v. August 20th Hearing.	685	0.4	274	131
8/7/14	Benezra	Conference with Ryan Fischbach regarding Service of Amended Complaint on LNR	685	0.2	137	131
8/11/14	Benezra	Review and revise table summarizing differences in MSCI settlement discussions .	685	0.9	616.5	131
8/15/14	Benezra	Conference call with John Cermak, Peter James and Ashley McDow regarding settlement offer.	685	0.6	411	132
8/15/14	Benezra	Call to Lars Fuller regarding settlement offer.	685	0.2	137	132

Date	Professional	Task	Rate	Time	Billed	Page
8/18/14	Benezra	Conference with Peter James regarding settlement.	685	0.1	68.5	132
8/18/14	Benezra	Conference with John Cermak and Peter James regarding settlement.	685	0.4	274	132
8/20/14	Benezra	Correspondence to/from Ryan Fischbach regarding service of First Amended Complaint on LNR.	685	0.1	68.5	133
8/22/14	Benezra	Correspondence from Ryan Fischbach regarding First Amended Complaint.	685	0.1	68.5	133
8/29/14	Benezra	Correspondence from Ashley McDow regarding First Amended Complaint and settlement counter.	685	0.1	68.5	133
8/8/14	Fischbach	Conference with Ms. McDow regarding pending deadline to serve Amended Complaint in Adversary Proceeding and representations to the Court regarding same, as well as potential for stipulation with MSCI's counsel regarding same.	485	0.2	97	138
8/14/14	Fischbach	Follow up with Ms. McDow regarding status of discussions with MSCI's counsel regarding service of Amended Complaint on LNR and MSCI's failure to respond to Amended Complaint.	485	0.2	97	138
8/14/14	Fischbach	Work on request for alias summons and declaration in support of issuance of alias summons.	485	0.4	194	138
8/14/14	Fischbach	Conference with Mr. Delaney regarding and review docket relating to request for alias summons for service of Amended Complaint on LNR.	485	0.2	97	139
2/13/14	Benezra	Review draft First Amended Complaint; correspondence to/from Ashley McDow regarding Glass Ratner retention.	685	0.5	342.5	145
2/13/14	Benezra	Review draft First Amended Complaint.	685	0.9	616.5	145
2/17/14	Benezra	Conference with John Cermak regarding LNR; conference with Ryan Fischbach regarding First Amended Complaint; correspondence from Ryan Fischbach regarding First Amended Complaint; review and revise draft First Amended Complaint.	685	0.6	411	145
2/18/14	Benezra	Review and revise First Amended Complaint; correspondence to Pat Galentine regarding Century 21 expansion; correspondence to/from Ron Oliner regarding Century 21 expansion.	685	0.7	479.5	146

Date	Professional	Task	Rate	Time	Billed	Page
2/18/14	Benezra	Review and revise First Amended Complaint; correspondence to Ryan Fischbach, Ashley McDow regarding First Amended Complaint; correspondence to Thomas Gallagher regarding First Amended Complaint; voicemail to Thomas Gallagher regarding First Amended Complaint.	685	0.6	411	146
2/18/14	Benezra	Review and revise draft First Amended Complaint; conference with Ryan Fischbach regarding draft First Amended Complaint.	685	0.5	342.5	146
2/20/14	Benezra	Review and revise further revised draft First Amended Complaint.	685	0.2	137	147
2/20/14	Benezra	Review further revised First Amended Complaint; conference with Ryan Fischbach regarding First Amended Complaint.	685	1.4	959	147
2/20/14	Benezra	Correspondence to/from Thomas Gallagher regarding First Amended Complaint; review file.	685	0.3	205.5	147
2/20/14	Benezra	Review and revise further revised draft First Amended Complaint; correspondence to/from Thomas Gallagher regarding First Amended Complaint; correspondence to/from Ashley McDow regarding Muir Declaration; conference with Ryan Fischbach; conference with Ryan Fischbach, Michael Matthias regarding Muir Declaration; voicemails to Donald Scoggins; correspondence to Donald Scoggins; call from Donald Scoggins regarding Muir Declaration.	685	3.4	2329	147
2/21/14	Benezra	Review and revise further revised First Amended Complaint; correspondence to Ryan Fischbach regarding further revised First Amended Complaint.	685	0.3	205.5	148
2/21/14	Benezra	Correspondence to/from Ashley McDow regarding retention and appraisers; review Professional Service Agreement regarding retention and appraisers.	685	0.5	342.5	148
2/21/14	Benezra	Review and revise further revised First Amended Complaint; voicemail to Thomas Gallagher; correspondence to Thomas Gallagher regarding further revised First Amended Complaint; conference with Michael Rawles; conference with Ryan Fischbach regarding further revised First Amended Complaint.	685	2	1370	148



Date	Professional	Task	Rate	Time	Billed	Page
2/21/14	Benezra	Review and revise further revised First Amended Complaint; conference with Michael Matthias regarding further revised First Amended Complaint.	685	0.4	274	148
2/25/14	Benezra	Correspondence to Ashley McDow, Michael Delaney regarding First Amended Complaint; correspondence to Thomas Gallagher regarding First Amended Complaint; review further revised First Amended Complaint.	685	0.4	274	149
2/26/14	Benezra	Review filings regarding Tenaya office case in Nevada and Sagamore Partners case in Florida; conference with Ryan Fischbach regarding Tenaya office case in Nevada and Sagamore Partners case in Florida; conference with Michael Delaney regarding Tenaya office case in Nevada and Sagamore Partners case in Florida; correspondence to Michael Delaney.	685	1.7	1164.5	149
2/26/14	Benezra	Review various filings in connection with Tenaya office case in Nevada; conference with Michael Delaney.	685	1.2	822	149
2/26/14	Benezra	Review and revise further revised First Amended Complaint; conference with Ryan Fischbach regarding further revised First Amended Complaint.	685	0.6	411	149
3/7/14	Matthias	Analysis of facts and issues and begin review of draft First Amended Complaint.	670	1.75	1172.5	150
3/7/14	Fischbach	Work on and revise draft First Amended Complaint (1.0).	485	1	485	150
3/10/14	Matthias	Complete review and revisions to draft First Amended Complaint.	670	1.25	837.5	150
3/10/14	Benezra	Correspondence to/from Lisa Lovullo regarding draft First Amended Complaint; conference with Roxanne Ojeda; conference with Michael Delaney; review further revised draft First Amended Complaint.	685	0.5	342.5	150
3/11/14	Fischbach	Work on further revisions to draft First Amended Complaint (.75).	485	0.75	363.75	151
3/11/14	Benezra	Review and revise revised draft First Amended Complaint.	685	0.9	616.5	151
3/12/14	Fischbach	Work on revisions to First Amended Complaint and review note and research regarding same (2.0); work on discovery plan and outline of discovery to defendants and third parties (1.0).	485	3	1455	151
3/13/14	Fischbach	Correspondence with client regarding same (.25).	485	0.25	121.25	151
3/13/14	Fischbach	Conference regarding status of action and next steps relating to settlement negotiations with MSCl's counsel (.5).	485	0.5	242.5	151

Date	Professional	Task	Rate	Time	Billed	Page
3/13/14	Fischbach	Conferences regarding and work on and revise draft First Amended Complaint, including revisions to causes of action and review research regarding same (3.0).	485	3	1455	151
3/13/14	Benezra	Review and revise further revised First Amended Complaint.	685	1	685	151
4/1/14	Fischbach	Follow up regarding bankruptcy review of same (.25)	485	0.25	121.25	152
4/2/14	Fischbach	Follow up on late fee and waiver of default interest argument (.5).	485	0.5	242.5	152
4/2/14	Fischbach	Consolidated comments to draft Second Account for probate action and correspondence with Mr. Scoggins regarding same (.25).	485	0.25	121.25	152
4/2/14	Fischbach	Conference regarding and review documentation on various payoff amounts on loan and potential discrepancy relating to same (.5).	485	0.5	242.5	152
4/2/14	Benezra	Conference with Ryan Fischbach regarding Second Account Current and Report of Administrator CT A; correspondence from Ryan Fischbach; review marked-up Probate Court Declaration; correspondence to Don Scoggins regarding Second Account Current and Report of Administrator CTA.	685	0.4	274	152
4/8/14	Fischbach	Follow up regarding status of bankruptcy proceeding and impact of same on potential motion to replace or dismiss receiver (.2).	485	0.2	97	153
4/9/14	Fischbach	Draft update regarding same (2).	485	0.2	97	153
4/10/14	Benezra	Correspondence from Ryan Fischbach regarding draft Plaintiffs Report on Status of Removal to Bankruptcy Court in Response to OSC.; review draft Plaintiffs Report on Status of Removal to Bankruptcy Court in Response to OSC.	685	0.3	205.5	153
4/17/14	Benezra	Correspondence from Ryan Fischbach regarding filing FAC.	685	0.1	68.5	153
4/21/14	Fischbach	Review file and work on First Amended Complaint (1.5).	485	1.5	727.5	153
4/21/14	Benezra	Correspondence from Ryan Fischbach regarding First Amended Complaint; correspondence to Pamela Muir regarding First Amended Complaint review draft First Amended Complaint; conference with Ryan Fischbach regarding First Amended Complaint.	685	1.5	1027.5	153
4/21/14	Benezra	Conference with Ryan Fischbach regarding First Amended Complaint.	685	0.1	68.5	153
4/21/14	Fischbach	Conferences with Mr. Benezra regarding First Amended Complaint (.75).	485	0.75	363.75	153

Date	Professional	Task	Rate	Time	Billed	Page
4/22/14	Fischbach	Work on preparation of complaint and attendant documents for filing (.75).	485	0.75	363.75	153
4/22/14	Benezra	Review further revised First Amended Complaint; review file regarding First Amended Complaint; correspondence to Michael Delaney; correspondence from Pamela Muir; correspondence to/from Ashley McDow; conference with Ryan Fischbach.	685	1.1	753.5	153
4/22/14	Fischbach	Work on and revise draft First Amended Complaint and conference regarding same (.5).	485	0.5	242.5	153
4/23/14	Fischbach	Finalize First Amended Complaint for filing.	485	0.75	363.75	153
5/19/14	Garner	Draft notice of continued status hearing in MSCI v. Sarkis adversary proceeding.	350	0.3	105	154
5/19/14	Garner	Draft notice of continued status hearing.	350	0.4	140	154
5/19/14	Garner	Draft notice of continued status hearing in Ontario v Sarkis adversary proceeding.	350	0.3	105	154
5/28/14	Garner	Prepare and file notices of continued status hearing in Chapter 11 case and related adversary proceedings.	350	2.2	770	154
7/15/14	Garner	Research, draft, finalize and file June 2014 monthly operating report.	350	2.5	875	154
8/13/14	Garner	Finalize, file and direct service of July 2014 monthly operating reports.	350	0.5	175	154
8/13/14	Garner	Revise and compile July 2014 monthly operating reports.	350	1	350	154
8/19/14	Garner	Prepare, file and direct service of withdrawal of notice of fee application hearing.	350	1	350	154
9/12/14	Garner	Review and revise draft monthly operating report; telephone conference with R. Ojeda regarding sale.	350	0.5	175	154
9/15/14	Garner	Finalize, file and direct service of August 2014 monthly operating report.	350	0.6	210	154
				<b>151.75</b>	<b>90165.25</b>	

**Table 2: Second Interim Fee Application: Unnecessary Personnel**

Date	Professional	Task	Rate	Time	Billed	Page
4/20/15	Greene	Review revised purchase and sale agreement; and confer with A McDow regarding same	700	1	700	25
5/12/15	Greene	Review final draft of purchase and sale agreement from Atlantic and conference with A McDow regarding same	700	0.4	280	29
6/8/15	Greene	Conference with A McDow to review revised purchase and sale agreement from Greenbridge	700	0.8	560	32

Date	Professional	Task	Rate	Time	Billed	Page
6/17/15	Greene	Email communications with J Hudson regarding opening escrow and title and conference with A McDow regarding deposit issues	700	0.6	420	37
7/1/15	Greene	Review title objection letter; and title report and confer with to A McDow regarding same	700	0.5	350	40
10/8/14	Garner	Review and revise invoices for Baker Hostetler interim fee application.	350	1.2	420	50
10/8/14	Garner	Telephone conference with Farivar regarding notice of interim fee application hearing.	350	0.2	70	50
10/9/14	Garner	Begin to draft Baker Hostetler interim fee application.	350	1	350	50
10/10/14	Garner	Continue to draft Baker Hostetler interim fee application.	350	0.5	175	50
10/13/14	Garner	Continue drafting of Baker Hostetler interim fee application.	350	0.5	175	50
10/14/14	Garner	Continue revision of invoices for Baker Hostetler interim fee application.	350	1.5	525	51
10/13/14	Fischbach	Review court docket and conference with Mr. Farivar regarding preparation for state court hearing regarding status of removal of action to bankruptcy court.	485	0.5	242.5	67
10/28/14	Fischbach	Review working files and correspondence regarding Zehnaly claim.	485	0.7	339.5	73
10/29/14	Benezra	Correspondence to Ashley McDow regarding Zehnaly claim.	685	0.1	68.5	73
10/29/14	Benezra	Correspondence from Ashley McDow regarding Zehnaly.	685	0.1	68.5	73
10/29/14	Fischbach	Review correspondence regarding Zehnaly claim and follow up regarding same and strategy for objection to same.	485	0.5	242.5	73
				<b>10.1</b>	<b>4986.5</b>	

**Table 3: First Interim Fee Application: Unnecessary Bankruptcy Work by Mr. Benezra**

Date	Professional	Task	Rate	Time	Billed	Page
9/4/13	Benezra	Conference with Ashley McDow regarding Motion to Employ Baker; correspondence from Ashley McDow regarding Motion to Employ Baker	655	0.1	65.5	6
9/4/13	Benezra	Conference with Ashley McDow regarding Motion to Employ Baker.	655	0.2	131	6
7/30/13	Benezra	Review file; conferences with Ashley McDow; assist in preparing schedules.	655	1.8	1,179	7
8/22/13	Benezra	Review Motion for Claims Bar Date.	655	0.7	458.5	11
8/26/13	Benezra	Review Motion re Remand of State Court Actions	655	0.2	131	11

Date	Professional	Task	Rate	Time	Billed	Page
9/11/13	Benezra	Review draft Application For Employment of Property Manager; correspondence to/from Yulia Fradkin regarding Motion to Employ Property Manager; correspondence to/from Ashley McDow regarding 1111(b) election.	655	1.1	720.5	13
9/13/13	Benezra	Conference with Ashley McDow regarding Trustee's August Report' conference with Ashley McDow and Roxane Ojeda regarding filing; correspondence to/from Yulia Fradkin.	655	0.6	393	13
9/13/13	Benezra	Correspondence from Don Scoggins regarding draft August 2013 Trustee's Report to Bankruptcy Court; review draft August 2013 Trustee's Report to Bankruptcy Court.	655	0.1	65.5	13
9/16/13	Benezra	Correspondence to/from Ashley McDow regarding Application to Employ Property Manager.	655	0.1	65.5	13
9/16/13	Benezra	Conference with Teresa Chow rearding [sic] revisions to application for employment of Newmark Grubb Knight Frank as property manager; conference with Ashley McDow and Teresa Chow regarding revisions to application for employment of Newmark Grubb Knight Frank as property manager.	655	0.2	131	13
9/20/13	Benezra	Correspondence to Pamela Muir regarding case administration.	655	0.1	65.5	15
9/23/13	Benezra	Correspondence to/from Ashley McDow regarding case administration.	655	0.1	65.5	15
9/25/13	Benezra	Correspondence to Pamela Muir regarding case administration; correspondence to Ashley McDow.	655	0.1	65.5	15
9/26/13	Benezra	Correspondence to Ashley McDow regarding draft Stipulation regarding Receiver; review file.	655	0.2	131	15
10/7/13	Benezra	Correspondence to/from Ashley McDow regarding broker retention; review file.	655	0.2	131	16
10/7/13	Benezra	Conference with Ashley McDow regarding Stipulation, Retention of Broker and miscellaneous follow-up items.	655	0.6	393	16
10/14/13	Benezra	Review Bankruptcy Report for September.	655	0.1	65.5	16
10/15/13	Benezra	Prepare Joint Status Form for Bankruptcy Court in connection with action against MSCI; conference with Ryan Fischbach regarding action against MSCI; conference with Ashley McDow regarding action against MSCI.	655	0.5	327.5	16

Date	Professional	Task	Rate	Time	Billed	Page
11/13/13	Benezra	Correspondence from Pamela Muir regarding broker retention; correspondence to Ashley McDow regarding broker retention.	655	0.1	65.5	19
11/19/13	Benezra	Review bank records regarding DIP Account; conference with Ashley McDow regarding bank records regarding DIP Account.	655	0.2	131	20
12/12/13	Benezra	Conference with Ashley McDow regarding potential settlement proposal to lender regarding acceptable prices at which to sell property and bankruptcy specific provisions of the retention agreement with Keen.	655	0.6	393	22
12/13/13	Benezra	Voicemails to/from Don Fife regarding filing of tax returns (.10); correspondence to/from Michael Delaney regarding broker retention (.20).	655	0.3	196.5	22
12/18/13	Benezra	Correspondence from Ashley McDow regarding Notice of Insider Compensation; conference with Ashley McDow regarding Notice of Insider Compensation.	655	0.3	196.5	23
1/21/14	Benezra	Conference with Ashley McDow and Michael Delaney regarding broker retention.	685	0.2	137	24
1/21/14	Benezra	Correspondence to/from Roxane Ojeda; correspondence to/from Michael Delaney regarding broker retention; correspondence to Ashley McDow regarding broker retention.	685	0.2	137	24
1/28/14	Benezra	Correspondence to/from Ashley McDow regarding extension of exclusivity (.10).	685	0.1	68.5	25
2/27/14	Benezra	Correspondence to/from Michael Delaney regarding Reorganization Plan and Disclosure Statement; correspondence to/from Ashley McDow regarding Reorganization Plan and Disclosure Statement.	685	0.3	205.5	28
3/25/14	Benezra	Correspondence to Pamela Muir regarding Century 21 expansion; correspondence from Michael Delaney regarding UST's Objection to Debtor's First Amended Disclosure Statement	685	0.1	68.5	29
4/2/14	Benezra	Correspondence to Michael Delaney regarding Response for Disclosure Statement; correspondence to Michael Delaney, Ashley McDow and Ryan Fischbach regarding Response for Disclosure Statement.	685	0.8	548	29
4/8/14	Benezra	Conference with Ashley McDow regarding Second Amended Plan and Disclosure Statement.	685	0.2	137	29

Date	Professional	Task	Rate	Time	Billed	Page
4/8/14	Benezra	Conference with Ashley McDow and Michael Delaney regarding Second Amended Plan and Disclosure Statement.	685	0.2	137	29
4/8/14	Benezra	Correspondence from Ashley McDow regarding payment of unsecured claims and class of general unsecured creditors and correspondence to Pat Galentine regarding reconciliation of same; correspondence from Pat Galentine regarding payment of unsecured claims and class of general unsecured creditors and correspondence to Pat Galentine regarding reconciliation of same; conference with Michael Delaney regarding payment of unsecured claims and class of general unsecured creditors and correspondence to Pat Galentine regarding reconciliation of same; conference with Ashley McDow and Michael Delaney regarding payment of unsecured claims and class of general unsecured creditors and correspondence to Pat Galentine regarding reconciliation of same.	685	1.3	890.5	30
4/8/14	Benezra	Conference with Michael Delaney; correspondence from Ashley McDow regarding payment of unsecured claims and class of general unsecured creditors and correspondence to Pat Galentine regarding reconciliation of same (.1).	685	0.1	68.5	30
4/24/14	Benezra	Review file regarding case administration; voicemail to Lars Fuller.	685	0.2	137	32
5/9/14	Benezra	Correspondence from Roxane Ojeda regarding certain proofs of claim; correspondence to Pamela Muir regarding certain proofs of claim.	685	0.1	68.5	33
6/12/14	Benezra	Correspondence to/from Michael Delaney regarding May MOR.	685	0.1	68.5	35
7/30/14	Benezra	Call from Lars Fuller regarding payment of T.I. allowance and fee application.	685	0.6	411	37
8/25/14	Benezra	Review file regarding case administration; conference with Harry Garner regarding Withdrawal of Notice to Retained Professionals.	685	0.2	137	39
9/3/14	Benezra	Review bankruptcy docket.	685	0.2	137	39
1/23/14	Benezra	Conference with Ashley McDow regarding Reorganization Plan; conference with Ashley McDow, Michael Delaney regarding Reorganization Plan.	685	0.5	342.5	45

Date	Professional	Task	Rate	Time	Billed	Page
1/30/14	Benezra	Conference with Ashley McDow, Michael Delaney regarding retention of experts, recent filings by the lender, and strategy relating to exclusivity motion and plan of reorganization.	685	0.6	411	45
5/2/14	Benezra	Correspondence from Ashley McDow regarding settlement discussions/strategy.	685	0.2	137	45
7/23/14	Benezra	Correspondence to Michael Delaney regarding Request for Reimbursement of T.I. Allowance by West Coast Ultrasound; correspondence from Ron Oliner regarding Request for Reimbursement of T.I. Allowance by West Coast Ultrasound; correspondence to Pamela Muir regarding Request for Reimbursement of T.I. Allowance by West Coast Ultrasound.	685	0.1	68.5	68
1/29/14	Benezra	Correspondence to/from Michael Delaney re Keen employment; review documents.	685	0.2	137	76
1/30/14	Benezra	Correspondence from Harold Bordwin regarding Keen Employment Application; correspondence from Michael Delaney regarding Keen Employment Application; correspondence from Ron Oliner regarding Keen Employment Application; review MSCI's Objection to Employ Keen; correspondence to Ashley McDow, Michael Delaney (.30); correspondence to/from Pat Galantine regarding Century 21 expansion; review file regarding Century 21 expansion (.10).	685	0.4	274	76
2/3/14	Benezra	Correspondence from Michael Delaney regarding MSCI opposition to Keen employment application; correspondence to/from Harold Bordwin regarding MSCI opposition to Keen employment application; correspondence to Ashley McDow regarding MSCI opposition to Keen employment application.	685	0.2	137	77
2/14/14	Benezra	Correspondence to/from Michael Delaney regarding proposed stipulated order; review draft proposed stipulated order regarding employing Keen.	685	0.3	205.5	77
7/8/14	Benezra	Call to Lars Fuller regarding Baker & Hostetler's Fee Application; conference with John Cermak regarding Baker & Hostetler's Fee Application; correspondence to Peter James regarding Baker & Hostetler's Fee Application.	685	0.3	205.5	83
7/30/14	Benezra	Conference with Ryan Fischbach in connection with fee application.	685	0.2	137	83



Date	Professional	Task	Rate	Time	Billed	Page
7/30/14	Benezra	Correspondence from Ashley McDow in connection with fee application; correspondence from Peter James in connection with fee application; correspondence from John Cermak in connection with fee application.	685	0.1	68.5	83
5/13/14	Benezra	Correspondence to/from Michael Delaney regarding draft Stipulation regarding Receiver's Application to Employ Counsel; review draft Stipulation regarding Receiver's Application to Employ Counsel.	685	0.3	205.5	86
5/15/14	Benezra	Review revised Stipulation regarding Receiver's Employment of Counsel.	685	0.2	137	87
9/11/13	Benezra	Review articles regarding Make Whole payments and Ipso Facto Clauses.	655	0.3	196.5	91
11/12/13	Benezra	Conference with Ashley McDow regarding case administration; review draft Status Report.	655	0.4	262	94
11/19/13	Benezra	Review and revise Motion to Employ Hahn Fife and Notice of Setting/Increasing Insider Compensation; conference with Ashley McDow regarding foregoing.	655	0.6	393	94
8/20/13	Benezra	Research enforceability of defeasance (Make-Whole) provisions in bankruptcy.	655	1	655	95
8/30/13	Benezra	Review "Make-Whole" cases.	655	1.4	917	95
9/24/13	Benezra	Conference with Ashley McDow regarding "Plan."	655	0.3	196.5	96
9/25/13	Benezra	Conference with Ashley McDow regarding "Plan".	655	0.3	196.5	96
2/17/14	Benezra	Review MSCI's Amended Proof of Claim; conference with Ashley McDow regarding status of content of bankruptcy plan and ability to amend complaint in adversary proceeding.	685	1.2	822	97
9/20/13	Benezra	Conference with Roxane Ojeda regarding Claims Bar Date; review order regarding Claims Bar Date.	655	0.1	65.5	98
9/25/13	Benezra	Review MSCI Proof of Claim; correspondence to Ashley McDow regarding MSCI Proof of Claim.	655	0.8	524	98
11/4/13	Benezra	Preparation of communication to Ron Oliner regarding "Lender Liability" claims.	655	1.2	786	99
11/15/13	Benezra	Review Proofs of Claim.	655	0.3	196.5	99
11/25/13	Benezra	Review file regarding amending MSCI Complaint; conference with Jessica Wade regarding debt reconstruction and debt re-characterization in California.	655	1	655	99

Date	Professional	Task	Rate	Time	Billed	Page
11/27/13	Benezra	Conference call with Gerry Ponto, Marc Skapof, and Ashley McDow regarding strategy in restructuring the debt for the Secured Creditor.	655	0.7	458.5	99
9/27/13	Benezra	Correspondence to Gerry Ponto regarding lender's assertion of entitlement to payment of make whole premium.	655	0.2	131	100
9/27/13	Benezra	Call with Gerry Ponto regarding lender's assertion of entitlement to payment of make-whole premium; prepare package to Gerry Ponto regarding lender's assertion of entitlement to payment of make-whole premium.	655	0.4	262	100
9/27/13	Benezra	Voicemail to Gerry Ponto regarding Make-Whole; review file.	655	0.1	65.5	100
9/30/13	Benezra	Correspondence from Ashley McDow; correspondence to/from Gerry Ponto in connection with assessing enforceability of default interest and make-whole payment; correspondence from Marc Skapof in connection with assessing enforceability of default interest and make-whole payment; correspondence to Gerry Ponto and Marc Skapof in connection with assessing enforceability of default interest and make-whole payment.	655	0.1	65.5	100
10/1/13	Benezra	Correspondence to/from Ashley McDow regarding scheduling matter; conference call with Gerry Ponto and Marc Skapof regarding Make-Whole.	655	0.8	524	100
2/27/14	Benezra	Cursory review of skeleton reorganization plan in another matter.	685	0.5	342.5	103
2/28/14	Benezra	Review loan documents; conference with Ashley McDow; correspondence from Michael Delaney; correspondence from Ashley McDow; review further revised schedules.	685	1.5	1027.5	104
3/3/14	Benezra	Review as-filed disclosure statement.	685	1.9	1301.5	104
3/3/14	Benezra	Conference with Michael Delaney regarding Reorganization Plan and Disclosure Statement; review as-filed reorganization plan; correspondence from Michael Delaney regarding Reorganization Plan and Disclosure Statement; correspondence to Donald Scoggins regarding Reorganization Plan and Disclosure Statement.	685	1.3	890.5	105

Date	Professional	Task	Rate	Time	Billed	Page
3/3/14	Benezra	Review file; conference with Michael Delaney regarding amending/correcting plan and disclosure statement; conference call with Patrick Lacy, Michael Delaney regarding amending/correcting plan and disclosure statement; review revised schedules; correspondence to/from Patrick Lacy regarding amending/correcting plan and disclosure statement; call from Patrick Lacy regarding amending/correcting plan and disclosure statement; conference with Michael Delaney regarding amending/correcting plan and disclosure statement; correspondence from Michael Delaney; correspondence to Pamela Muir regarding amending/correcting plan and disclosure statement.	685	1.9	1301.5	105
3/4/14	Benezra	Review further revised schedules regarding draft First Amended Reorganization Plan and Disclosure Statement; correspondence to Pamela Muir regarding draft First Amended Reorganization Plan and Disclosure Statement.	685	0.2	137	105
3/4/14	Benezra	Conference with Ryan Fischbach; review revised schedules regarding draft First Amended Reorganization Plan and Disclosure Statement.	685	0.5	342.5	106
3/4/14	Benezra	Review draft First Amended Reorganization Plan and Disclosure Statement; call from Pamela Muir regarding draft First Amended Reorganization Plan and Disclosure Statement.	685	1.1	753.5	106
3/4/14	Benezra	Review revised schedules regarding draft First Amended Reorganization Plan and Disclosure Statement; conference with Michael Delaney regarding draft First Amended Reorganization Plan and Disclosure Statement.	685	0.4	274	106
3/4/14	Benezra	Conference with Michael Delaney regarding draft First Amended Reorganization Plan and Disclosure Statement; review draft First Amended Reorganization Plan and Disclosure Statement.	685	0.9	616.5	106

Date	Professional	Task	Rate	Time	Billed	Page
3/4/14	Benezra	Correspondence from Michael Delaney regarding draft First Amended Reorganization Plan and Disclosure Statement; review draft First Amended Reorganization Plan and Disclosure Statement; conference with Michael Delaney regarding draft First Amended Reorganization Plan and Disclosure Statement; review draft Motion to Approve Disclosure Statement.	685	1	685	106
3/5/14	Benezra	Conference with Pamela Muir, Donald Scoggins, Michael Delaney regarding the Plan and Disclosure Statement and process for approval of same.	685	0.7	479.5	106
3/25/14	Benezra	Correspondence to/from Michael Delaney regarding UST's Objection to Debtor's First Amended Disclosure Statement; review UST's Objection to Debtor's First Amended Disclosure Statement; conference with Michael Delaney.	685	0.4	274	106
3/27/14	Benezra	Review MSCI Objection to Disclosure Statement; conferences with Michael Delaney regarding MSCI Objection to Disclosure Statement; correspondence to Ashley McDow and Michael Delaney regarding MSCI Objection to Disclosure Statement; correspondence to Pamela Muir regarding MSCI Objection to Disclosure Statement; correspondence to/from Peter Russin.	685	2.1	1438.5	107
3/27/14	Benezra	Review MSCI Objection to First Amended Disclosure Statement.	685	0.3	205.5	107
4/2/14	Benezra	Review file regarding Response for Disclosure Statement; conference with Ryan Fischbach regarding Response for Disclosure Statement; conference with Ashley McDow regarding Response for Disclosure Statement; correspondence to Ryan Fischbach and Michael Delaney regarding Response for Disclosure Statement.	685	1.6	1096	108
4/2/14	Benezra	Conferences with Michael Delaney regarding Response for Disclosure Statement.	685	0.3	205.5	108
4/2/14	Benezra	Review file regarding Response for Disclosure Statement; correspondence to Don Fife regarding tax preparation v.v. Response to Disclosure Statement; correspondence to/from Michael Delaney regarding settlement term sheet and Motion to Employ Bill Keen.	685	0.6	411	108
4/3/14	Benezra	Review Debtor's replies to MSCI and UST Oppositions (.4).	685	0.4	274	108

Date	Professional	Task	Rate	Time	Billed	Page
4/9/14	Benezra	Conference call with Ashley McDow and Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement.	685	0.5	342.5	109
4/9/14	Benezra	Call to Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement; correspondence from Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement; conference with Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement; call to Don Scoggins regarding Second Amended Reorganization Plan and Disclosure Statement; correspondence to Ashley McDow and Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement.	685	2	1370	110
4/9/14	Benezra	Call to Michael Delaney; attend Hearing regarding Approval of Disclosure Statement; call with Michael Delaney; conference with Ron Oliner and Ashley McDow regarding Hearing and settlement; conference with Ashley McDow regarding Hearing and settlement.	685	3.7	2534.5	110
4/10/14	Benezra	Calls to Michael Delaney regarding Plan financial projection schedules; correspondence to/from Michael Delaney regarding Plan financial projection schedules; review revised Schedules.	685	0.6	411	110
4/10/14	Benezra	Correspondence from Michael Delaney regarding Plan financial projection schedules; preliminary review of further revised Second Amended Disclosure Statement.	685	1.1	753.5	110
4/10/14	Benezra	Conference with Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement.	685	0.2	137	110

Date	Professional	Task	Rate	Time	Billed	Page
4/10/14	Benezra	Correspondence to/from Michael Delaney regarding Plan financial projection schedules; review revised Schedules; conference call with Ashley McDow and Michael Delaney regarding Plan financial projection schedules; conference call with Pamela Muir, Don Scoggins, Ashley McDow and Michael Delaney regarding Plan financial projection schedules; conference with Ashley McDow and Michael Delaney regarding Plan financial projection schedules.	685	2.8	1918	111
4/11/14	Benezra	Call with Ashley McDow and Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement.	685	0.4	274	111
4/11/14	Benezra	Conference with Ashley McDow and Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement.	685	1.8	1233	111
4/11/14	Benezra	Review further revised draft Second Amended Disclosure Statement.	685	1.1	753.5	111
4/11/14	Benezra	Correspondence from Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement; correspondence to Pamela Muir regarding Second Amended Reorganization Plan and Disclosure Statement; review further revised Second Amended Disclosure Statement; conference with Michael Delaney regarding Second Amended Reorganization Plan and Disclosure Statement; review revised Schedules.	685	0.8	548	111
4/11/14	Benezra	Review further revised Second Amended Disclosure Statement; conference with Michael Delaney regarding Second Amended Disclosure Statement; call with Ashley McDow regarding Second Amended Disclosure Statement; conference call with Ashley McDow and Michael Delaney regarding Second Amended Disclosure Statement	685	1.7	1164.5	111
4/11/14	Benezra	Review revised Schedules; review further revised draft Second Amended Disclosure Statement; conference with Michael Delaney regarding Second Amended Disclosure Statement.	685	0.9	616.5	112

Date	Professional	Task	Rate	Time	Billed	Page
4/15/14	Benezra	Correspondence from Michael Delaney regarding valuation; conferences with Michael Delaney regarding valuation; correspondence from Pat Lacy regarding valuation; correspondence from Adam Meislik regarding valuation; correspondence to/from Ashley McDow regarding valuation (.3); cursory review of as-filed Second Amended Disclosure Statement (.6); correspondence to/from Harold Bordwin regarding broker retention; conference call with Harold Bordwin and Rob Tramantano, Ashley McDow and Michael Delaney; correspondence to Michael Delaney regarding broker retention (.5).	685	1.4	959	112
4/16/14	Benezra	Call from Lars Fuller regarding Hearing on First Amended Disclosure Statement and next steps.	685	0.4	274	112
4/16/14	Benezra	Attend Hearing regarding Approval of Disclosure Statement and Extension to Exclusivity; conference with Ashley McDow regarding Hearing; conference with Ron Oliner regarding Hearing; conference with Ron Oliner and Ashley McDow regarding Hearing and settlement discussions; conference with Ryan Fischbach regarding Hearing.	685	2.8	1918	112
4/18/14	Benezra	Conferences with Michael Delaney regarding financial projection schedules; correspondence from Michael Delaney regarding financial projection schedules; review revised Schedules.	685	0.9	616.5	112
5/1/14	Benezra	Correspondence to Lars Fuller; prepare for call with Lars Fuller regarding further revised Reorganization Plan.	685	0.4	274	113
5/1/14	Benezra	Call to Lars Fuller regarding Plan of Reorganization.	685	1.1	753.5	113
5/23/14	Benezra	Correspondence to/from Don Scoggins regarding case administration; correspondence to/from Darrell Martin regarding retention of valuation expert; correspondence to Vay Gainer regarding case administration; correspondence to/from Lars Fuller regarding case administration; correspondence to Pat Lacy' regarding case administration.	685	0.3	205.5	114
5/27/14	Benezra	Correspondence to/from Lars Fuller regarding draft Third Amended Reorganization Plan; review and revise draft Third Amended Reorganization Plan.	685	3.1	2123.5	114

Date	Professional	Task	Rate	Time	Billed	Page
5/28/14	Benezra	Review and revise draft Third Amended Reorganization Plan; review file; call to Lars Fuller regarding draft Third Amended Reorganization Plan.	685	1.4	959	114
5/29/14	Benezra	Correspondence from Pat Lacy regarding revised Schedule to Reorganization; review revised Schedule; call to Pat Lacy regarding revised Schedule to Reorganization.	685	0.8	548	115
3/6/14	Benezra	Correspondence to Pat Galentine regarding St. Patrick's Day event at the property; correspondence to Pamela Muir regarding [sic] St. Patrick's Day event at the property; review filed copies of First Amended Reorganization Plan and Disclosure Statement; conference with Michael Delaney regarding First Amended Reorganization Plan and Disclosure Statement; review file regarding First Amended Reorganization Plan and Disclosure Statement; conference with Ryan Fischbach regarding First Amended Reorganization Plan and Disclosure Statement; conference with Michael Matthias, Ryan Fischbach regarding First Amended Reorganization Plan and Disclosure Statement; conference call with Donald Scoggins, Ryan Fischbach; conference call with Donald Scoggins, Steve Miller, Ryan Fischbach regarding First Amended Reorganization Plan and Disclosure Statement.	685	2.5	1712.5	120
3/27/14	Benezra	Conference with Ashley McDow and Michael Delaney regarding response to MSCI's Objection to Debtor's Disclosure Statement.	685	1.8	1233	121
4/17/14	Benezra	Correspondence to Ashley McDow regarding adequate protection payments.	685	0.2	137	122
4/24/14	Benezra	Call to Lars Fuller regarding MSCI claim objection to Disclosure Statement and revised Reorganization Plan and Disclosure Statement.	685	0.5	342.5	123
4/25/14	Benezra	Correspondence from Lars Fuller regarding draft MSCI Claim Objection; review draft MSCI Claim Objection (.5).	685	0.5	342.5	123
4/28/14	Benezra	Review revised draft MSCI Claim Objection [as amended, ECF 350 at 189]	685	0.4	274	124
4/29/14	Benezra	Review draft Pamela Muir Declaration in connection with MSCI Claim Objection [as amended, ECF 350 at 190]	685	0.3	205.5	124



Date	Professional	Task	Rate	Time	Billed	Page
5/8/14	Benezra	Correspondence to/from Lars Fuller regarding Debtor's fiduciary duties; review memorandum regarding fiduciary duties; calls to/from Lars Fuller regarding Debtor's fiduciary duties.	685	0.3	205.5	127
5/22/14	Benezra	Review transcripts from April 9 and April 16 Bankruptcy Hearings.	685	0.8	548	127
5/23/14	Benezra	Finish review of transcripts from April 16 Bankruptcy Hearing.	685	0.2	137	128
6/5/14	Benezra	Correspondence to/from Pat Lacy regarding revised Schedules; review revised Schedules; call to Pat Lacy regarding revised Schedules.	685	0.9	616.5	128
6/9/14	Benezra	Correspondence from Pat Lacy regarding revised Schedule; review revised Schedule; correspondence to Lars Fuller regarding revised Schedule.	685	0.8	548	128
6/11/14	Benezra	Correspondence to/from Lars Fuller regarding case strategy v.v. Reorganization Plan and voicemails to/from Lars Fuller regarding same.	685	0.3	205.5	128
6/13/14	Benezra	Correspondence from Lars Fuller regarding feasibility and plan payments.	685	0.1	68.5	129
6/13/14	Benezra	Call to Lars Fuller regarding case strategy.	685	0.6	411	129
6/16/14	Benezra	Correspondence from Lars Fuller regarding feasibility and plan payments; review revised Schedules call to Lars Fuller.	685	0.5	342.5	129
6/16/14	Benezra	Correspondence from Lars Fuller regarding revised Schedules; call to Lars Fuller regarding revised Schedules.	685	0.3	205.5	129
6/17/14	Benezra	Correspondence to Pat Lacy regarding feasibility and plan payments; correspondence to Lars Fuller regarding feasibility and plan payments.	685	0.5	342.5	130
6/17/14	Benezra	Conference call with Pat Lacy and Lars Fuller regarding feasibility and plan payments.	685	0.2	137	130
6/25/14	Benezra	Correspondence from Pat Lacy regarding revised Schedules; review revised Schedules; correspondence to Lars Fuller regarding revised Schedules.	685	0.5	342.5	130
6/26/14	Benezra	Call from Lars Fuller regarding financial projections and claim analysis.	685	0.1	68.5	130
6/26/14	Benezra	Call to Lars Fuller regarding financial projections and claim analysis.	685	0.8	548	130
7/9/14	Benezra	Conference with Michael Delaney regarding case strategy.	685	0.2	137	130
1/22/14	Benezra	Conference with Michael Delaney regarding extension of exclusivity.	685	0.5	342.5	137

Date	Professional	Task	Rate	Time	Billed	Page
1/23/14	Benezra	Review draft application to employ Keen Realty.	685	0.6	411	137
2/18/14	Benezra	Correspondence from Michael Delaney regarding response to Request for SARE Determination; review response to Request for SARE Determination; conference with Michael Delaney regarding response to Request for SARE Determination.	685	0.3	205.5	146
4/1/14	Benezra	Review Debtor's Amended Disclosure Statement and MSCl's Objections; prepare comments regarding Response/Reply; conferences with Michael Delaney regarding Response/Reply; correspondence to Ashley McDow and Michael Delaney.	685	4	2740	152
4/1/14	Benezra	Review Debtor's Amended Disclosure Statement and MSCl's Opposition; prepare comments regarding Response/Reply.	685	0.6	411	152
				<b>95.3</b>	<b>64,725.5</b>	

**Table 4: Second Interim Fee Application: Unnecessary Bankruptcy Work by Mr. Benezra**

Date	Professional	Task	Rate	Time	Billed	Page
11/19/14	Benezra	Research involvement with "Hercules Property" raised by UST and confer with Michael Delaney regarding the same.	685	0.8	548	6
10/3/14	Benezra	Correspondence to/from Harry Garner regarding fee application.	685	0.1	68.5	50
10/29/14	Benezra	Review September Invoice to be submitted in support of Fee Application.	685	0.1	68.5	51
11/24/14	Benezra	Review Supplemental Declaration by Ashley McDow regarding Fee Application.	685	0.1	68.5	55
10/29/14	Benezra	Review working files regarding Zehnaly documents-claim against Estate.	685	0.4	274	73
				<b>1.5</b>	<b>1027.5</b>	

**Table 5: First Interim Fee Application: No Recollection of Certain Entries by Mr. Benezra**

Date	Professional	Task	Rate	Time	Billed	Page
8/9/13	Benezra	Review Motion to Maintain Receiver	655	0.6	393	9
8/31/13	Benezra	Revise draft opposition to receiver motion and call to Ashley McDow.	655	0.7	458.5	12
7/14/14	Benezra	Draft Counter Offer regarding prospective buyer.	685	0.3	205.5	58
7/14/14	Benezra	Correspondence to/from Lars Fuller regarding prospective buyer; draft Counter Offer regarding prospective buyer.	685	0.5	342.5	58

Date	Professional	Task	Rate	Time	Billed	Page
7/15/14	Benezra	Draft Counter Offer regarding prospective buyer.	685	1	685	58
10/29/13	Benezra	Meeting with Ron Oliner and Ashley McDow	655	1.6	1048	62
9/2/13	Benezra	Correspondence to/from Ashley McDow; review revised draft opposition; review MSCI motion; correspondence from Pamela Muir.	655	2	1310	89
9/3/13	Benezra	Conference with Ashley McDow regarding Opposition to Motion to Excuse Turnover; conference call with Mitch Berger and Ashley McDow regarding Opposition to Motion to Excuse Turnover; voicemails to Don Scoggins.	655	0.9	589.5	90
2/28/14	Benezra	Correspondence from Pat Lacy; review revised disclosures; conference call with Adam Meislik, Pat Lacy, Ashley McDow, Michael Delaney; conference call with Ashley McDow, Michael Delaney.	685	2.1	1438.5	104
8/15/14	Benezra	Correspondence from Ashley McDow regarding counter proposal; review and revise numerous drafts of counter; numerous e-mails to/from Vay Gainer regarding counter drafts; numerous calls to/from Vay Gainer regarding counter drafts; voicemails to Pamela Muir and Don Scoggins.	685	2.5	1712.5	132
1/22/14	Benezra	Review and revise settlement letter; review file regarding settlement issues for settlement letter; conference with Ryan Fischbach regarding settlement issues for settlement letter.	685	2.3	1575.5	137
1/31/14	Benezra	Review and revise settlement letter; conference with Ryan Fischbach regarding settlement letter; correspondence to/from Ashley McDow regarding settlement letter; correspondence to Pamela Muir regarding settlement letter; correspondence to Ashley McDow regarding settlement letter (1.0); review Stipulation re receiver; review our Status Conference Statement; conference with Ashley McDow (.50); correspondence to/from Michael Delaney regarding Keen employment application (.10).	685	1.6	1096	138

Date	Professional	Task	Rate	Time	Billed	Page
2/14/14	Benezra	Review and revise draft First Amended Complaint; conferences with Ryan Fischbach regarding draft First Amended Complaint; conference with Michael Matthias, Ryan Fischbach regarding draft First Amended Complaint; conference with Michael Matthias regarding draft First Amended Complaint; conference with Michael Delaney regarding further revised proposed stipulated order regarding employing Keen; review further revised proposed stipulated order regarding employing Keen.	685	3.1	2123.5	145
2/18/14	Benezra	Review and revise First Amended Complaint; correspondence to/from Thomas Gallagher regarding First Amended Complaint; correspondence to Ashley McDow regarding Century 21 expansion; conference with Michael Rawles regarding First Amended Complaint; conference with Ryan Fischbach regarding First Amended Complaint.	685	1.7	1164.5	146
				<b>20.9</b>	<b>14142.5</b>	

**Table 6: Second Interim Fee Application: No Recollection of Certain Entries by Mr. Benezra**

Date	Professional	Task	Rate	Time	Billed	Page
10/13/14	Benezra	Correspondence to/from Ashley McDow regarding Hamburger Mary's Proposal.	685	0.3	205.5	68
10/15/14	Benezra	Draft correspondence to Ashley McDow regarding Hamburger Mary's Lease Proposal.	685	0.9	616.5	68
10/15/14	Benezra	Review documents relating to Hamburger Mary's Lease Proposal.	685	0.7	479.5	68
10/16/14	Benezra	Meeting with Geoff Tranchina regarding Hamburger Mary's Proposal.	685	0.5	342.5	68
10/16/14	Benezra	Conference with Bruce Greene regarding counter to Hamburger Mary's Proposal.	685	0.1	68.5	68
10/16/14	Benezra	Strategize regarding counter to Hamburger Mary's Proposal.	685	0.2	137	69
10/17/14	Benezra	Draft correspondence to Ashley McDow regarding Hamburger Mary's Proposal.	685	0.4	274	69
				<b>3.1</b>	<b>2123.5</b>	

**Table 7: First Interim Fee Application: Unnecessary Services From Double Billing**

Date	Professional	Task	Rate	Time	Billed	Page
11/20/13	Benezra	Conference with Ashley McDow regarding results of hearing and next steps to be taken as a result; correspondence to/from Roxane Ojeda.	655	0.4	262	20
11/24/13	Benezra	Correspondence to/from Ryan Fischbach regarding appearance in Receiver Action; call from Ryan Fischbach regarding appearance in Receiver Action.	655	0.2	131	20
8/29/14	Delaney	Meeting with Ms. McDow and Ms. Muir regarding status of case and settlement negotiations.	350	0.4	140	39
12/3/13	McDow	Conference call with Thomas Gallagher and Marc Skapof and ability to pursue claims against lender and/or servicer by and through a plan of reorganization or otherwise.	500	1	500	44
10/8/13	McDow	Conference call with Pamela Muir and Marc Benezra regarding listing broker, DIP funds, and Notice of Insider Compensation.	500	1	500	47
1/7/14	Delaney	Confer with Mr. Benezra regarding the terms of revised GA Keen retention agreement.	350	0.3	105	51
1/15/14	Delaney	Review correspondence from Mr. Benezra regarding the revised GA Keen Realty retention agreement.	350	0.1	35	52
4/15/14	McDow	Conference call with Rob and Harold of GA Keen, Marc Benezra, and Michael Delaney regarding value of property and Century 21 lease.	500	0.4	200	53
5/7/14	Benezra	Conference with David Taben, Villa, Peter James and Ashley McDow, et al. regarding potential sale of property.	685	0.8	548	56
12/4/13	McDow	Conference call with Ron Oliner and Marc Benezra regarding manner in which to proceed.	500	0.3	150	63
2/10/14	Benezra	Correspondence to/from Ron Oliner regarding Keen retention; correspondence to/from Ashley McDow regarding Keen retention; correspondence to/from Michael Delaney regarding Keen retention. -	685	0.1	68.5	64
2/10/14	Delaney	Confer with Mr. Oliner regarding MSCI's objections to the employment of GA Keen Realty.	350	0.3	105	64
3/27/14	Delaney	Review/revise notice of application to employ GlassRatner to incorporate changes requested by GlassRatner.	350	0.2	70	80
9/3/13	McDow	Meetings with Marc Benezra regarding strategy for same.	500	0.4	200	90

Date	Professional	Task	Rate	Time	Billed	Page
9/16/13	Benezra	Conference with Ashley McDow regarding call with Ron Oliner; conference call with Rori Oliner and Ashley McDow.	655	0.4	262	92
9/17/13	Benezra	Conference with Ashley McDow regarding results of hearing.	655	0.4	262	92
9/23/13	McDow	Telephone conference with Marc Benezra regarding general strategy for meeting with Ron Oliner.	500	0.2	100	95
9/24/13	McDow	Meeting with Marc Benezra to analyze Bring Current Statement for purposes of identifying appropriate settlement position in preparation for meeting with Ron Oliner.	500	0.3	150	96
11/5/13	McDow	Conference call with Pamela Muir, Don Scoggins and Marc Benezra regarding summary of settlement meeting with counsel for lender and direction in which to proceed based upon same.	500	1.4	700	117
8/13/14	McDow	Meeting with John Cermak, Peter James, and Marc Benezra regarding appropriate terms of counter offer to MSCI.	500	2.1	1050	132
3/5/14	McDow	Review and revise single asset real estate determination and correspondence to/from Michael Delaney and Marc Benezra regarding same.	500	0.3	150	150
3/5/14	Benezra	Correspondence to/from Michael Delaney regarding draft response to SARE; review draft response to SARE motion.	685	0.1	68.5	150
3/10/14	Benezra	Review further revised First Amended Complaint.	685	0.5	342.5	150
3/11/14	Benezra	Review and revise revised draft First Amended Complaint.	685	1.4	959	151
				<b>13</b>	<b>7058.5</b>	

**Table 8: Second Interim Fee Application: Unnecessary Services from Double Billing**

Date	Professional	Task	Rate	Time	Billed	Page
1/26/15	McDow	Confer with Fahim Farivar regarding message received from Court regarding stipulation(s)/order(s) to be uploaded in adversary proceedings	530	0.1	53	8
6/10/15	Delaney	Attend meeting with Ms. Muir and trust beneficiaries to discuss pending offers to purchase Ontario property	385	3.9	1501.50	11
1/29/15	McDow	Confer with Michael Delaney regarding specific terms of stalking horse agreement to be presented to potential purchasers	530	0.2	106	16
2/2/15	McDow	Review NDA revised to address concerns raised by Rob Tramantano and confer with Fahim Farivar regarding same	530	0.2	106	16

Date	Professional	Task	Rate	Time	Billed	Page
2/3/15	McDow	Review proposed Stalking Horse Agreement to be submitted by Keen Summit to proposed purchasers and confer with Michael Delaney regarding same	530	0.3	159	17
3/3/15	Delaney	Confer with Ms. McDow regarding proposed asset purchase agreement for the Ontario properties and the terms thereof	385	1.1	423.5	19
3/19/15	Delaney	Confer with Ms. McDow regarding pending offer to purchase Ontario properties	385	0.2	77	22
4/9/15	McDow	Review breakdown of distribution to bankruptcy estate and probate estate and discuss same with Michael Delaney	530	0.2	106	25
4/21/15	Delaney	Confer with Ms. McDow regarding proposed revisions to the Atlantic counteroffer for the purchase of the Ontario properties	385	0.4	154	26
6/9/15	Delaney	Confer with Ms. McDow and Mr. Greene regarding the proposed revisions to the Greenbridge purchase and sale agreement for the Ontario properties	385	0.2	77	33
6/11/15	Delaney	Attend conference call with Ms. Muir, trust beneficiaries, and Keen-Summit regarding proposed sale of Ontario property	385	0.9	346.5	33
6/15/15	Delaney	Confer with Ms. McDow and potential alternate stalking horse bidder for Ontario property regarding terms of purchase and sale agreement	385	0.2	77	35
1/29/15	McDow	Review final version of Stipulation for Relief From Stay between Wells Fargo and Debtor and approve same for submitting to client and filing	530	0.2	106	45
2/25/15	McDow	Review Notice to Retained Professionals of Hearing on Interim Fee Applications for Compensation, confer with Fahim Farivar regarding same, and approve same for filing	530	0.1	53	60
10/13/14	McDow	Review correspondence from Pat Galentine regarding Hamburger Mary Letter of Intent and documents appended thereto and correspondence to/from Marc Benezra regarding same.	500	0.4	200	68
6/9/15	McDow	Review Mutual Non-Disclosure Agreement to be submitted to Platt College Los Angeles in order to obtain financial documentation requested by proposed purchasers and confer with Fahim Farivar regarding same	530	0.2	106	70

Date	Professional	Task	Rate	Time	Billed	Page
10/31/14	Farivar	Telephone call from Franchise Tax Board regarding FTB's treatment of its unsecured claim and confer with Michael Delaney and Ashley McDow regarding same.	320	0.3	96	72
5/28/15	Farivar	Meeting with Ms. McDow regarding content of Motion to Disallow claim of Ghazer Zehnaly to be filed.	365	0.3	109.5	74
7/27/15	McDow	Confer with Fahim Farivar regarding settlement negotiations with Tri-West and terms of likely resolution	530	0.1	53	75
10/1/14	Delaney	Attend meeting with Ms. Muir and beneficiaries of Sarkissian trust regarding status of case and proposed settlement.	350	5.2	1820	79
10/28/14	Delaney	Confer with Ms. McDow regarding the formal MSCI settlement agreement.	350	0.3	105	80
3/16/15	Delaney	Prepare for and attend conference call with MSCI counsel regarding proposed settlement agreement pertaining to the disposition of the Ontario properties	385	1.1	423.5	83
11/6/14	Delaney	Confer with Ms. McDow regarding stipulation to approve amended GA Keen employment application and associated orders	350	0.2	70	89
3/16/15	Farivar	Finalize February 2015 Monthly Operating Report and analyze and address issues relating thereto with Ms. McDow	365	0.2	73	97
				<b>16.5</b>	<b>6401.5</b>	

**Table 9: Final Fee Application: Unnecessary Services from Double Billing**

Date	Professional	Task	Rate	Time	Billed	Page
10/7/15	Delaney	Prepare for and attend meeting with client and trust beneficiaries regarding the division and distribution of sale proceeds	385	2.3	885.5	7
8/18/16	Delaney	Attend meeting with trust beneficiaries regarding case administration, exit strategy, and distribution of estate assets	405	4.8	1944	12
8/11/15	Farivar	Confer with Ms. McDow and further revise and update the Second Interim Application for Compensation per Ms. McDow's comments.	365	1.4	511	24
8/14/15	McDow	Review Declaration of Pamela Muir to be filed in support of Interim Fee Application(s) of Baker Hostetler and Glass Ratner and correspondence to/from Fahim Farivar regarding modifications to be made to same	530	0.2	106	25



Date	Professional	Task	Rate	Time	Billed	Page
9/1/15	McDow	Conference call with Fahim Farivar regarding results of hearing on Second Interim Fee Application and content of order approving same	530	0.2	106	26
8/19/16	Delaney	Confer and correspond with Ms. McDow and client regarding the proposed resolution of the objection to the Baker fee application.	405	0.2	81	34
10/9/15	McDow	Correspondence by and among Fahim Farivar and Laura Hua regarding appearance at upcoming status conference in Sarkis vs. MSCI matter, particularly in light of recently filed Request for Dismissal of same	530	0.1	53	36
10/9/15	McDow	Review Request for Dismissal of Sarkis vs. MSCI matter and correspondence to/from Fahim Farivar and Laura Hua regarding same.	530	0.2	106	36
8/4/15	Delaney	Confer with Ms. McDow regarding the motion to disallow the Zehnaly proof of claim	385	0.2	77	38
6/8/16	Delaney	Confer with Ms. McDow regarding proposed exit strategy for bankruptcy case and claims analysis	405	0.2	81	46
7/20/16	Delaney	Confer with Ms. McDow regarding the stipulation regarding the release of the disputed Ulikhanova lien and associated proposed order	405	0.2	81	48
8/8/16	Delaney	Confer with Ms. McDow regarding the entered order approving stipulation re Ulikhanova lien and case exit strategy in light of same.	405	0.1	40.5	49
8/4/15	Farivar	Confer with Ms. McDow, continue revising and updating the Stipulation and Motion resolving Tri-West Mechanical, Inc.'s Claim per Ms. McDow's comments, and correspond with Tri-West's counsel regarding the same.	365	1.1	401.5	51
9/28/15	Delaney	Confer with Ms. McDow regarding the proposed revisions to the stipulation to discharge receiver and exonerate receivership order	385	0.1	38.5	60
1/21/16	Delaney	Confer with Ms. McDow regarding the bankruptcy case status report.	405	0.1	40.5	61
2/23/16	Farivar	Follow up correspondence with counsel from the City of Ontario regarding revisions to the Stipulation and Order Dismissing the Adversary Proceeding City of Ontario v. Sarkis and confer with Ms. McDow regarding the same.	380	0.1	38	62

Date	Professional	Task	Rate	Time	Billed	Page
4/6/16	Delaney	Confer with Ms. McDow regarding the preparation of bankruptcy case status report and results of Zehnaly claim objection status conference for inclusion therein	405	0.2	81	63
4/20/16	McDow	Review status report for main case, confer with Michael Delaney regarding same, and approve same for filing	550	0.1	55	64
9/15/16	Delaney	Confer with Ms. McDow regarding the preparation of the bankruptcy case status report	405	0.2	81	64
11/1/16	Delaney	Confer with Ms. McDow regarding the motion for conditional dismissal of bankruptcy case	405	0.2	81	65
12/7/15	Delaney	Confer and correspond with Ms. McDow regarding the revised discovery requests for Zehnaly claim objection	385	0.3	115.5	68
12/7/15	McDow	Review and revise Debtor's Requests for Production of Documents Propounded to Claimant Ghazer Zehnaly and confer with Michael Delaney regarding additional modifications to be made to same	530	0.8	424	68
12/8/15	Delaney	Confer and correspond with Ms. McDow and Mr. Farivar regarding the service of the MSCI and LNR subpoenas	385	0.2	77	68
12/9/15	Farivar	Confer with Mr. Delaney regarding Request for Admission for Zehnaly's Claim and suggested revisions as appropriate.	365	0.2	73	69
12/16/15	Delaney	Correspond with Ms. McDow regarding discovery strategy for Zehnaly claim objection [see p. 70, entry #9]	385	0.2	77	69
12/16/15	Delaney	Confer and correspond with Mr. Farivar regarding the discovery requests relating to Zehnaly claim objection [see p. 70, entry #9]	385	0.3	115.5	69
1/6/16	Delaney	Correspond with Ms. McDow and MSCI counsel regarding the requested extension to respond to discovery	405	0.3	121.5	70
3/21/16	McDow	Review revised meet and confer correspondence to be sent to Zehnaly and correspondence to/from Michael Delaney regarding same	550	0.2	110	72
9/11/15	Ojeda	Review Monthly Operating Reports with Mr. Fahim Farivar and discuss modifications to be made to same.	155	0.4	62	73
1/14/16	McDow	Review and revise December Monthly Operating Report and confer with Fahim Farivar regarding modifications to be made to same	550	0.2	110	76

Date	Professional	Task	Rate	Time	Billed	Page
2/12/16	McDow	Review and revise Monthly Operating Report for January and correspondence to/from Fahim Farivar regarding modifications to be made to same	550	0.2	110	76
5/13/16	McDow	Review Monthly Operating Report for April, confer with Fahim Farivar regarding same, and approve same for circulation and filing	550	0.2	110	77
6/14/16	McDow	Review and revise Monthly Operating Report for May 2016 and confer with Fahim Farivar regarding modifications to be made to same	550	0.2	110	78
7/12/16	McDow	Review and revise Monthly Operating Report and confer with Fahim Farivar regarding modifications to be made to same	550	0.2	110	78
8/15/16	McDow	Review and revise Monthly Operating Report for July and confer with Fahim Farivar regarding modifications to be made to same	550	0.2	110	78
				<b>16.3</b>	<b>6724</b>	

**Table 10: First Interim Fee Application: Lumping of Services**

Date	Professional	Task	Rate	Time	Billed	Page
2/6/14	Benezra	Correspondence from Don Scoggins regarding alleged pre-negotiation agreement; review "Pre-Negotiation" letter first disclosed to me today; correspondence to Don Scoggins; review Loan Agreement regarding Lender's obligations regarding transfer; correspondence to/from Ashley McDow; cursory review of management and receivership fee calculations; correspondence from Ron Oliner regarding Keen employment application and OST re SARE; review OST re SARE determination.	685	0.7	479.5	26
6/2/14	Benezra	Correspondence from Don Scoggins regarding Mr. Palmeiri's e-mail; correspondence from Ashley McDow regarding Mr. Palmeiri's e-mail; correspondence to/from Lars Fuller regarding prospective new tenant; call from Lars Fuller regarding prospective new tenant.	685	0.4	274	34

Date	Professional	Task	Rate	Time	Billed	Page
7/7/14	Benezra	Review Request for Reimbursement of T.I. Allowance by West Coast Ultrasound; correspondence to/from Mitch Burger regarding Request for Reimbursement of t.I. Allowance by West Coast Ultrasound; voicemails to Mitch Burger.	685	0.5	342.5	36
7/8/14	Benezra	Call to Don Scoggins regarding Request for Reimbursement of t.I. Allowance by West Coast Ultrasound; correspondence to/from Mitch Burger regarding Request for Reimbursement of T.I. Allowance by West Coast Ultrasound.	685	0.4	274	36
9/9/13	Benezra	Review Steve Miller/Wilson Commercial Listing/Leasing Proposal; correspondence to Roxane Ojeda regarding property management; correspondence to Ashley McDow; review file; conference with Ashley McDow.	655	1.1	720.5	46
9/10/13	Benezra	Correspondence from Ashley McDow regarding Motion to Employ Property Manager; review Keen Realty Presentation; conference with Ashley McDow regarding Motion to Employ Property Manager.	655	0.7	458.5	46
12/4/13	Benezra	Conference with Ashley McDow regarding call with Ron Oliner; conference call with Ron Oliner and Ashley McDow regarding manner in which to proceed by MSCI; conference call with Pamela Muir and Ashley McDow regarding call with Ron Oliner.	655	0.6	393	63
4/16/14	Benezra	Voicemails to/from Ron Oliner regarding settlement; conference with Ashley McDow and Michael Delaney regarding Hearing and next steps; conference with Ryan Fischbach regarding Hearing and next steps; correspondence to/from Lars Fuller regarding Hearing and next steps.	685	0.5	342.5	65
9/20/13	Benezra	Review and revise draft Authorization to Cal-Western Reconveyance; review and revise Proposed Stipulation regarding Receiver; review file.	655	1.1	720.5	93
2/28/14	Benezra	Review loan documents; conference with Ashley McDow, Michael Delaney; conference call with Pat Lacy, Ashley McDow, Michael Delaney; conference with Michael Delaney; conference with Ashley McDow; review 2013 receiver's report; review appraisal reports.	685	4	2740	104

Date	Professional	Task	Rate	Time	Billed	Page
2/28/14	Benezra	Correspondence from Ashley McDow; conferences with Ashley McDow; review loan documents; correspondence from Pat Lacy; correspondence from Ashley McDow; correspondence from Michael Delaney; review further revised schedules; conference call with Pat Lacy, Ashley McDow, Michael Delaney.	685	1.4	959	104
5/8/14	Benezra	Voicemail to Lars Fuller; correspondence from Ashley McDow regarding settlement structure v.v. Taban Letter of Interest; correspondence from Ron Oliner regarding settlement structure v.v. Taban Letter of Interest; correspondence to Don Scoggins regarding settlement structure v.v. Taban Letter of Interest; call from Lars Fuller regarding settlement structure v.v. Taban Letter of Interest; review file; voicemails to Don Scoggins.	685	0.8	548	127
				<b>12.2</b>	<b>8252</b>	

**Table 11: Second Interim Fee Application: Lumping of Services**

Date	Professional	Task	Rate	Time	Billed	Page
3/27/15	Farivar	Review correspondence from US Trustee's office and Mr. Oliner and confer with Ms. McDow regarding continuing various hearings, prepare four (4) stipulations and orders thereon to continue various status conferences in the main bankruptcy case, the three adversaries and the hearing on the Disclosure Statement and correspond with related counsel regarding the same.	365	1.9	693.5	76
				<b>1.9</b>	<b>693.5</b>	

**Table 12: First Interim Fee Application: Entries Marked "No Charge"**

Date	Professional	Task	Rate	Time	Billed	Page
7/30/13	Borja	Draft bankruptcy demand letter to inform state receiver of pending bankruptcy requiring a delivery of the debtor's property. (No Charge)	215	2.0	430	7
8/7/13	Rawles	Follow up on recording certified petition with San Bernardino County Recorder. (No Charge)	205	0.2	41	8

Date	Professional	Task	Rate	Time	Billed	Page
1/24/14	McDow	Conduct additional research on manner in which to eliminate prepayment penalty in Chapter 11 and draft language to be included in settlement proposal with respect to same. (No Charge)	500	0.8	400	25
1/6/14	Fischbach	Follow up regarding draft settlement correspondence to MSCl and outstanding issues relating to same. (No Charge)	485	0.2	97	75
1/31/14	Fischbach	Work on and revise and finalize settlement demand to MSCl; review research regarding same; conferences regarding same. (No Charge)	485	3.5	1697.5	77
9/9/13	Fradkin	Draft accompanying Notice of Application. (No Charge)	290	1.0	290	91
9/9/13	Fradkin	Draft Application to Employ Newmark Grubb Knight Frank as Property Manager. (No Charge)	290	1.0	290	91
9/9/13	Fradkin	Draft statement of disinterestedness of Caroline Kase. (No Charge)	290	1.5	435	91
9/30/13	Ponto	Telephone conferences (two) with Mr. Skapof regarding review of the Loan and Assumption Agreements for advice to Mr. Benezra on likelihood of collectability of make whole premium. (No Charge)	850	0.3	255	100
9/30/13	Ponto	Emails to and from Mr. Benezra with attachments and Mr. Skapof regarding the status of our review of the Loan and Assumption Agreements, focused on the enforceability of the make whole premium. (No Charge)	850	0.2	170	100
10/3/13	Fischbach	Conference regarding proposed discovery against MSCl and review bankruptcy and local rules regarding timing of discovery in adversarial proceeding relating to Rule 26(f) conference. (No Charge)	470	0.5	235	101
1/23/14	McDow	Research ability to avoid or restructure make-whole premiums through Chapter 11 process. (No Charge)	500	0.8	400	115
1/10/14	McDow	Conduct additional research regarding circumstances in order to finalize proposed settlement letter; finalize settlement letter and discuss same with Marc Benezra. (No Charge)	500	2.6	1300	117
1/21/14	McDow	Review materials relating to enforcement of make-whole premiums in bankruptcy in order to incorporate portions of same into settlement proposal to be sent to counsel for lender; correspondence to Marc Benezra regarding same. (No Charge)	500	0.6	300	118
1/30/14	McDow	Review and revise portion of settlement proposal in bankruptcy. (No Charge)	500	0.4	200	137
				<u>15.6</u>	<u>6540.5</u>	

**Table 13: Second Interim Fee Application: Entries Marked "No Charge"**

Date	Professional	Task	Rate	Time	Billed	Page
1/22/15	Delaney	Review correspondence from Keen-Summit regarding recent sale of comparable property and impact on valuation (No Charge)	385	0.2	77	15
1/22/15	McDow	Correspondence to/from Robert Tramantano regarding sale of nearby property and potential impact of same on value of property and correspondence to client regarding same (No Charge)	530	0.2	106	15
				<b>0.4</b>	<b>183</b>	

**Table 14: First Interim Fee Application: Unsubstantiated Services Based on Vague Entries**

Date	Professional	Task	Rate	Time	Billed	Page
7/31/13	Benezra	Correspondence to/from Ashley McDow.	655	0.2	131	7
8/2/13	Benezra	Correspondence to/from Ashley McDow, correspondence to Ashley McDow and Roxane Ojeda.	655	0.2	131	7
8/5/13	Benezra	Correspondence to/from Judd Dunning; call from Judd Dunning; call from Kim Hood; review correspondence from Judd Dunning; correspondence to/from Kim Hood.	655	1.1	720.5	8
8/5/13	Benezra	Prepare for this morning's conference call; review file; correspondence to/from Ashley McDow; conference with Ashley McDow; conference call with Pamela Muir and Ashley McDow.	655	1.2	786	8
8/6/13	Benezra	Correspondence to Kim Hood; correspondence to/from Caroline Kase; correspondence to Pamela Muir; conference call with Judd Dunning and Caroline Kase.	655	0.4	262	8
8/16/13	Benezra	Call from Vay Gainer.	655	0.1	65.5	10
8/21/13	Benezra	Conference call Judd Dunning, Kim Hood and Ashley McDow.	655	0.1	65.5	11
8/27/13	Benezra	Review deadlines over the next 2 weeks and correspondence to/from Ashley McDow.	655	0.4	262	11
10/11/13	Benezra	Correspondence from Ron Oliner regarding case administration; conference with Ashley McDow regarding case administration.	655	0.5	327.5	16
10/17/13	Benezra	Correspondence to/from Pamela Muir regarding case administration.	655	0.1	65.5	17
10/17/13	Benezra	Call from Pamela Muir to discuss case status.	655	0.5	327.5	17

Date	Professional	Task	Rate	Time	Billed	Page
11/12/13	Benezra	Correspondence to Pamela Muir regarding case administration; review file regarding case administration.	655	0.2	131	19
11/26/13	Benezra	Correspondence from Gerry Ponto and Marc Skapof regarding case administration.	655	0.1	65.5	21
12/4/13	Benezra	Voicemail to Pamela Muir; correspondence to Pamela Muir and Don Scoggins regarding case administration.	655	0.2	131	21
12/11/13	Benezra	Call from Pamela Muir regarding case strategy.	655	0.4	262	22
12/11/13	Benezra	Conference with Ashley McDow regarding case strategy.	655	0.2	131	22
12/17/13	Benezra	Correspondence to/from Pamela Muir regarding Don Fife (.20); correspondence from Don Fife; correspondence from Ashley regarding case strategy; conference with Ashley McDow regarding case strategy (.30).	655	0.5	327.5	22
12/18/13	Benezra	Call to Pamela Muir regarding case strategy.	655	0.6	393	23
1/6/14	Benezra	Correspondence from Michael Delaney; correspondence from Pamela Muir; correspondence to/from Ron Oliner; review correspondence over the last two weeks including from Michael Delaney and Harold Bordwin.	685	0.2	137	23
1/7/14	Benezra	Correspondence from Michael Delaney; correspondence from Pat Galentine regarding insurance coverage (.10); review updates regarding Bankruptcy docket; review file (.10).	685	0.2	137	23
1/27/14	Benezra	Correspondence to/from Michael Delaney regarding broker retention and extension of exclusivity; correspondence from Ashley McDow; correspondence to Gerry Harris, Roxane Ojeda; correspondence from Gerry Harris; correspondence from Roxane Ojeda.	685	0.2	137	25
3/5/14	Benezra	Conference with Pamela Muir, Donald Scoggins, Sean Namvar regarding plan and note purchase; conference with Pamela Muir, Donald Scoggins regarding case strategy.	685	2.2	1507	28
3/18/14	Benezra	Conference with Ashley McDow regarding case administration; correspondence from Ashley McDow regarding case administration.	685	0.2	137	29
4/9/14	Benezra	Review file regarding case administration; correspondence to Pamela Muir regarding case administration.	685	0.1	68.5	30



Date	Professional	Task	Rate	Time	Billed	Page
4/17/14	Benezra	Correspondence to/from Ashley McDow regarding case administration; correspondence to Ryan Fischbach; correspondence from Harold Bordwin; correspondence to/from Lars Fuller; correspondence to/from Michael Delaney.	685	0.3	205.5	31
4/22/14	Benezra	Conference call with Pamela Muir, Ashley McDow and Michael Delaney; voicemails to Harold Bordwin; correspondence to Ryan Fischbach.	685	0.8	548	31
4/24/14	Benezra	Correspondence to/from Harold Bordwin regarding conference call; correspondence to Pat Lacey; conference with Ryan Fischbach; correspondence to Pamela Muir; correspondence to Peter Russin and Josh Dobin; correspondence to Ron Oliner (.6).	685	0.9	616.5	32
4/24/14	Benezra	Numerous e-mails to Lars Fuller regarding case administration (.2); correspondence from Pat Lacey regarding revised financial schedules (.1).	685	0.3	205.5	32
4/28/14	Benezra	Call from Pamela Muir; correspondence from Gerry Harris and Michael Delaney; voicemails to Don Scoggins.	685	0.5	342.5	32
6/15/14	Benezra	Review file regarding case administration; voicemail to Lars Fuller; correspondence to/from Harold Bordwin regarding case administration.	685	0.4	274	40
8/19/13	Benezra	Conference call with Judd Dunning, Hook McCullough and Patrick Whitner.	655	0.3	196.5	46
10/29/13	Benezra	Correspondence to Ron Oliner on follow-up to meeting; correspondence to/from Pamela Muir regarding Ron Oliner's meeting.	655	0.3	196.5	62
10/29/13	Benezra	Prepare summary of notes from Ron Oliner meeting.	655	0.5	327.5	62
4/28/14	Benezra	Correspondence from Miquel Alcala; correspondence to Don Scoggins; correspondence from Ron Oliner; correspondence to Pamela Muir; correspondence to Peter James; correspondence to Lars Fuller.	685	0.4	274	66
9/4/14	Benezra	Correspondence from Ashley McDow regarding settlement discussions.	685	0.2	137	70
7/8/14	Benezra	Correspondence to John Cermak and Peter James regarding case strategy.	685	0.4	274	83
9/9/13	McDow	Correspondence to/from Ron Oliner regarding same.	500	0.4	200	92

Date	Professional	Task	Rate	Time	Billed	Page
4/9/14	Benezra	Call from Michael Delaney; call from Don Scoggins; correspondence to Ashley McDow and Michael Delaney; correspondence from Michael Delaney; correspondence from Ashley McDow; correspondence to Pamela Muir and Don Scoggins.	685	0.2	137	110
				<b>16</b>	<b>10643</b>	

**Table 15: First Interim Fee Application: Duplicative and/or Unnecessary Work**

Date	Professional	Task	Rate	Time	Billed	Page
7/30/13	McDow	Review and revise letter to state court receiver regarding demand for turnover.	500	0.3	150	7
6/9/14	Benezra	Correspondence from Ashley McDow regarding response to Palmieri communication.	685	0.1	68.5	34
6/24/14	Benezra	Correspondence from Ashley McDow regarding communications with Mr. Palmieri; correspondence from Don Scoggins regarding communications with Mr. Palmieri.	685	0.1	68.5	35
6/26/14	Benezra	Correspondence to/from Michael Delaney regarding results of recent hearing.	685	0.3	205.5	36
9/10/14	Benezra	Correspondence from Don Scoggins regarding August Receiver's Report; review August Receiver's Report; correspondence to Harold Bordwin regarding August Receiver's Report; correspondence to Pamela Muir and Don Scoggins regarding August Receiver's Report.	685	0.5	342.5	40
9/25/14	McDow	Prepare detailed summary of results of status conferences in main case and adversary proceedings and correspondence to Peter James, Marc Benezra and John Cermak regarding same	500	0.3	150	40
8/20/13	Benezra	Review and revise Notices of Removal regarding MSCI and Ontario actions.	655	0.5	327.5	88
8/29/13	Benezra	Conference with Ashley McDow regarding Motion regarding Receiver.	655	0.2	131	88
9/2/13	Benezra	Call from Ashley McDow regarding Opposition to Excuse Turnover.	655	0.4	262	89
9/3/13	Benezra	Conference with Ashley McDow regarding Opposition to Motion to Excuse Turnover.	655	0.2	131	89
9/19/13	Benezra	Conference with Ashley McDow regarding Stipulation.	655	0.6	393	92

Date	Professional	Task	Rate	Time	Billed	Page
4/8/14	Delaney	Confer with Mr. Benezra regarding revisions to First Amended Disclosure Statement.	350	0.2	70	108
2/5/14	Benezra	Conference with Ryan Fischbach regarding preparing draft First Amended Complaint.	685	0.1	68.5	118
2/18/14	McDow	Meeting with Marc Benezra regarding ability of debtor to file amended complaint in light of informal agreement with lender and potential consequences of same; review correspondence in order to locate correspondence containing informal agreement.	500	0.7	350	119
				<b>4.5</b>	<b>2718</b>	

**Table 15.1: Second Interim Fee Application: Duplicative and/or Unnecessary Work**

Date	Professional	Task	Rate	Time	Billed	Page
5/22/15	Delaney	Review status report from Keen-Summit regarding the marketing and sale of Ontario property	385	0.1	38.5	31
11/3/14	McDow	Review and revise invoices to be filed in support of Baker Hostetler fee application	500	1.2	600	52
11/4/14	McDow	Review and revise First Interim Fee Application for Baker Hostetler (and Declarations in support thereof) and confer with Michael Delaney and Fahim Farivar regarding same	500	2.8	1400	54
2/10/15	Delaney	Analyze revised version of MSCI settlement agreement regarding the sale of the Ontario properties	385	1	385	82
4/22/15	Delaney	Draft correspondence to MSCI counsel regarding MSCI DPO Agreement	385	0.2	77	88
10/15/14	Benezra	Review September Receiver's Report.	685	0.4	274	95
				<b>5.7</b>	<b>2774.5</b>	

**Table 16: Final Fee Application: Duplicative and/or Unnecessary Work**

Date	Professional	Task	Rate	Time	Billed	Page
8/19/15	McDow	Review closing checklist in light of sale and confer with Bruce Greene regarding next steps to be taken in furtherance of same	530	0.2	106	16
8/18/15	Farivar	Continue revising and updating Ms. Muir's declaration in support of the Second Interim Fee Application, several correspondence with Ms. Muir and Ms. McDow regarding the same, finalize the same for filing.	365	0.5	182.5	25

Date	Professional	Task	Rate	Time	Billed	Page
8/18/15	McDow	Review and revise Declaration of Pamela Muir in support of Second Interim Fee Application of Baker Hostetler in light of fees from First Interim Fee Application to be sought	530	0.1	53	25
12/3/15	Delaney	Review and revise notice of entry of order without hearing and notice of lodgment for order granting the amended motion to approve the Tri-West settlement	385	0.3	115.5	55
3/7/16	Delaney	Assist with deposition of Ghazer Zehnaly	405	5.8	2349	70
3/7/16	Delaney	Prepare documents for deposition of Ghazer Zehnaly	405	1.7	688.5	70
3/7/16	Farivar	Assist with deposition of Mr. Ghazar Zehnaly	380	0.2	76	70
8/13/15	Farivar	Review, revise, and update the July 2015 Monthly Operating Report.	365	0.5	182.5	73
8/13/15	Ojeda	Review Monthly Operating Reports with Mr. Fahim Farivar and discuss final edits, revise reports, and prepare MOR package for submission to U.S. Trustee.	155	0.5	77.5	73
				<b>9.8</b>	<b>3830.5</b>	

**Table 17: First Interim Fee Application: Attorneys Billing for Clerical Services**

Date	Professional	Task	Rate	Time	Billed	Page
7/31/13	McDow	Telephone call with court clerk regarding hearings on first day motions.	500	0.2	100	7
8/2/13	McDow	Telephone calls to/from Monica of the Bankruptcy Court to confirm that all filing deficiencies had been cured.	500	0.2	100	7
8/19/14	Delaney	Telephone call to chambers regarding the issuance of an alias summons for LNR.	350	0.2	70	38
8/20/14	Delaney	Confer with the Court regarding the issuance of an alias summons for LNR.	350	0.1	35	38
1/22/14	Delaney	Confer with Chambers regarding the order extending the exclusivity period.	350	0.2	70	96
1/24/14	Delaney	Confer with Chambers regarding the pending order to extend the exclusivity period.	350	0.2	70	96
				<b>1.1</b>	<b>445</b>	

**Table 17.1: Second Interim Fee Application: Attorneys Billing for Clerical Services**

Date	Professional	Task	Rate	Time	Billed	Page
1/26/15	Farivar	Telephone conference with clerk of Court regarding stipulations and orders to continue status conferences in the adversaries and confer with Ms. McDow regarding the same.	365	0.2	73	8

Date	Professional	Task	Rate	Time	Billed	Page
1/20/15	Delaney	Multiple telephone calls to chambers regarding status of order on application to employ GA Keen Realty	385	0.3	115.5	58
1/22/15	Delaney	Telephone call to chambers regarding status of order approving GA Keen employment application	385	0.2	77	58
				<b>0.7</b>	<b>265.5</b>	

**Table 18: Final Fee Application: Attorney Billing for Clerical Services**

Date	Professional	Task	Rate	Time	Billed	Page
9/29/15	Delaney	Confer with chambers regarding the stipulation to discharge the receiver and grant other related relief and the timeline for the entry of an order regarding the same	385	0.2	77	6
8/10/15	Delaney	Prepare voluminous exhibits in support of the motion to disallow Zehnaly proof of claim for filing	385	2.1	808.5	39
5/24/16	Delaney	Confer with chambers regarding status of Zehnaly claim objection order	405	0.1	40.5	46
				<b>2.4</b>	<b>926</b>	

**Table 19: First Interim Fee Application: Excessive Fees**

Date	Professional	Task	Rate	Time Billed	Time Allowed	Amount Billed	Amount Allowed	Page
8/21/13	McDow	Prepare Motion for Order Fixing Last Date for Filing Proofs of Claim and Form of Notice.	500	1.7	1.0	850	500	11
9/4/13	McDow	Prepare Status Conference Report for upcoming status conference.	500	2.3	1.0	1150	500	12
11/20/13	Benezra	Monitor Strafford Webinar on Special Servicers and Defaulted CMBS.	655	0.5	0.0	327.5	0	20
2/4/14	Benezra	Review file regarding Century 21 expansion; correspondence to/from Pat Galantine regarding Century 21 expansion; correspondence to Michael Delaney; correspondence to Pamela Muir regarding Century 21 expansion.	685	0.5	0.0	342.5	0	26
4/17/14	Delaney	Analyze most recent receiver's report.	350	0.9	0.2	315	70	31
				<b>5.9</b>	<b>2.2</b>	<b>2985</b>	<b>1070</b>	

**Table 20: Final Fee Application: Excessive Fees**

<b>Date</b>	<b>Professional</b>	<b>Task</b>	<b>Rate</b>	<b>Time Billed</b>	<b>Time Allowed</b>	<b>Amount Billed</b>	<b>Amount Allowed</b>	<b>Page</b>
8/17/15	McDow	Review relevant pleadings in preparation for motion to approve sale of property	530	1.6	<b>0.5</b>	848	<b>265</b>	15
8/18/15	McDow	Correspondence to/from, conference calls with, and meetings with Ron Oliner regarding strategy for hearing (particularly with respect to potential "overbidder") and results of hearing	530	1.4	<b>0.5</b>	742	<b>265</b>	15
8/19/15	Greene	Review purchase and sale agreement and closing checklist and telephone conference with escrow holder and title officer regarding same	700	1.9	<b>0.8</b>	1330	<b>560</b>	16
8/20/15	Greene	Commence drafting closing documents.	700	1	<b>0.5</b>	700	<b>350</b>	17
8/25/15	Greene	Continue drafting closing documents and email communications to/from R Brownstein, J Hudson, S Santy, and P Galantine regarding same	700	3	<b>1.5</b>	2100	<b>1050</b>	18
9/1/15	Greene	Continue drafting closing documents and communications to/from P Galentine, title company and buyer's attorney regarding same (1.6); review natural hazard disclosure reports and instructions to client re execution (.40)	700	2	<b>1.0</b>	1400	<b>700</b>	19
				<b>10.9</b>	<b>4.8</b>	<b>7120</b>	<b>3190</b>	

**Table 21: First Interim Fee Application: Unnecessary Expert Fees**

<b>Date</b>	<b>Professional</b>	<b>Task</b>	<b>Rate</b>	<b>Time</b>	<b>Billed</b>	<b>Page</b>
10/23/13	McDow	Conference call with Dave Hahn regarding potential retention of same as valuation and/o r interest rate expert, as well as likely interest rate to be applied by and through plan based on facts and circumstances of case.	500	0.7	350	17

Date	Professional	Task	Rate	Time	Billed	Page
4/15/14	Delaney	Draft correspondence to GA Keen regarding conference call about valuation of property with valuation expert.	350	0.2	70	30
4/17/14	Delaney	Draft correspondence to GA Keen and valuation expert (Collier) regarding prior offers received for the purchase of the properties.	350	0.2	70	54
4/25/14	Benezra	Voicemails to Darrell Martin regarding property valuation; correspondence to Darrell Martin regarding property valuation.	685	0.2	137	81
5/1/14	Benezra	Conference call with Darrell Martin and Managing Director regarding property valuation exp[er]t.	685	0.2	137	81
5/1/14	Benezra	Call from Darrell Martin regarding property valuation expert.	685	0.1	68.5	81
5/5/14	Benezra	Correspondence from Darrell Martin regarding retention agreement.	685	0.2	137	81
5/5/14	Benezra	Correspondence to/from Darrell Martin regarding retention agreement.	685	0.2	137	81
5/5/14	Benezra	Review file; correspondence to Vay Gainer; call to Lars Fuller regarding retention agreement.	685	0.8	548	81
5/6/14	Benezra	Review and revise draft contract regarding valuation expert; correspondence to/from Darrell Martin regarding draft contract for valuation expert; call to Darrell Martin regarding draft contract for valuation expert.	685	0.7	479.5	82
5/7/14	Benezra	Calls to/from Darrell Martin regarding retention of valuation expert; call to Lars Fuller regarding retention of valuation expert.	685	0.6	411	82
5/12/14	Benezra	Correspondence to/from Don Scoggins regarding prospective buyer; correspondence to/from Darrell Martin regarding retention of valuation expert.	685	0.1	68.5	82
1/30/14	Delaney	Analyze available experts for valuation and feasibility analysis.	350	0.2	70	97
				<b>4.4</b>	<b>2683.5</b>	

**Table 22: Second Interim Fee Application: Unnecessary Expert Fees**

Date	Professional	Task	Rate	Time	Billed	Page
4/20/15	Farivar	Review docket and pleadings and prepare narratives for Experts / Consultants (L130) portions of the Second Interim Application for Compensation and Reimbursement of Expenses of Baker and Hostetler LLP.	365	0.2	73	62
				<b>0.2</b>	<b>73</b>	

**Table 23: Final Fee Application: Unnecessary Expert Fees**

Date	Professional	Task	Rate	Time	Billed	Page
8/11/15	Farivar	Continue preparing, revising and updating the Experts / Consultants (L130) section of the Second Interim Application for Compensation.	365	0.2	73	23
				<u>0.2</u>	<u>73</u>	

**Table 24: First Interim Fee Application: Resolving Stay Relief**

Date	Professional	Task	Rate	Time	Billed	Page
9/18/13	Benezra	Correspondence to/from Pamela Muir regarding information on Hercules California property; correspondence to/from Ashley McDow regarding information on Hercules California property; conference with Michael Rawles regarding information on Hercules California property.	655	0.2	131	14
9/18/13	Rawles	Research title company records and Contra Costa Recorder records regarding information on Hercules California property.	205	0.5	102.5	14
9/19/13	Benezra	Correspondence from Pamela Muir regarding Hercules California property; call to Cal-Western Reconveyance (Maria regarding Hercules California property); review file; conference with Michael Rawles regarding Hercules California property.	655	0.5	327.5	14
9/19/13	Benezra	Conference with Michael Rawles regarding Hercules California property.	655	0.1	65.5	14
9/19/13	Rawles	Research Bankruptcy Court records regarding information on Ronald Peterson, principal of the Spinnaker Trust, bankruptcy case.	205	0.2	41	14
9/23/13	Benezra	Call from Eugene (Cal-Western Reconveyance regarding Hercules California property).	655	0.1	65.5	15
9/23/13	Benezra	Correspondence from Eugene (Cal-Western Reconveyance regarding Hercules California property); correspondence to Pamela Muir regarding Hercules California property.	655	0.4	262	15
9/23/13	Benezra	Correspondence to/from Ashley McDow regarding San Bernardino Taxing Authority; call to Cal-Western Reconveyance (Eugene regarding Hercules California property).	655	0.4	262	15



Date	Professional	Task	Rate	Time	Billed	Page
9/26/13	Benezra	Correspondence from Pamela Muir regarding Hercules California property; correspondence to Ashley McDow regarding Hercules California property.	655	0.1	65.5	15
10/7/13	McDow	Follow up telephone call to Alvin Mar regarding property interest in Hercules property and DIP account.	500	0.1	50	16
3/11/14	Benezra	Correspondence from Thomas Gallagher regarding request for Special Notice by Bank of New York; correspondence to Ashley McDow regarding request for Special Notice by Bank of New York; review monthly Receiver's Report for February.	685	0.3	205.5	28
3/13/14	McDow	Review Request for Special Notice filed by Bank of New York Mellon and telephone conference with Kelly Raftery regarding role of same in case.	500	0.3	150	28
9/19/13	Rawles	Research foreclosure trustee records regarding information for Hercules property.	205	0.3	61.5	40
9/19/13	Rawles	Research Contra Costa County Recorder records regarding all deeds recorded for Sarkis Investments or Sarkissian.	205	0.2	41	41
9/19/13	Rawles	Correspondence with title company regarding deeds of trust for Hercules property; review and analysis of deeds received from title company.	205	0.5	102.5	41
4/3/14	McDow	Review and analyze Notice of Motion and Motion for Relief From Stay for Farmers St. property and assess manner in which to respond (if at all) based upon "hijacking" and allegations made against debtor therein.	500	0.3	150	60
4/28/14	Delaney	Review relief from stay motion and supporting documents.	350	0.4	140	60
4/28/14	Delaney	Draft response to relief from stay motion.	350	0.8	280	60
4/28/14	McDow	Review comments of debtor regarding relief from stay for Farmer Street property.	500	0.1	50	60
4/28/14	McDow	Review tentative ruling on motion for relief from stay as to Farmer St. property and assess need to attend hearing based upon same.	500	0.1	50	60
5/12/14	McDow	Review and analyze entered Order Granting Motion for Relief From Stay Re: Farmer St. Property and assess impact of changes made by Court.	500	0.1	50	60
8/27/14	McDow	Conference call with Yvette, counsel for Wells Fargo, regarding property located at 83 Castilleja Drive.	500	0.1	50	60

Date	Professional	Task	Rate	Time	Billed	Page
9/26/14	McDow	Review Stipulation for Relief From The Automatic; Stay for property relating to Castilleja Drive and confer with Michael Delaney regarding modifications to be made to same	500	0.2	100	60
9/26/14	Delaney	Draft correspondence to client regarding proposed stipulation for relief from the automatic stay regarding non-estate property	350	0.2	70	61
9/26/14	Delaney	Draft correspondence to Wells Fargo's counsel regarding the proposed stipulation for relief from the automatic stay regarding non-estate property	350	0.1	35	61
9/26/14	Delaney	Review and revise proposed stipulation for relief from the automatic stay regarding non-estate property	350	0.3	105	61
4/28/14	Benezra	Review Debtor's Statement of Non-Opposition to Motion for Relief from Automatic Stay Re 372 Farmer Street [as amended, ECF 350 at 190]	685	0.3	205.5	124
4/29/14	McDow	Travel to and attend hearing on motion for relief from stay regarding Farmer St. property.	500	1.4	700	155
				<b>8.6</b>	<b>3918.5</b>	

**Table 25: Second Interim Fee Application: Resolving Stay Relief**

([\*] Denotes entries disallowed elsewhere.)

Date	Professional	Task	Rate	Time	Billed	Page
11/19/14	Benezra	Correspondence to/from Michael Delaney regarding "Hercules Property".	685	0.2	137	6
11/19/14	Benezra	[*]Research involvement with "Hercules Property" raised by UST and confer with Michael Delaney regarding the same.	685	0.8	548	6
1/21/15	McDow	Review correspondence from Wells Fargo relating to Hercules property ("hijacked" case) and assess appropriate manner in which to respond	530	0.2	106	8
1/23/15	Farivar	Draft correspondence to Wells Fargo Bankruptcy Department and counsel for Wells Fargo regarding the hijacked case for property located at 130 Spinnaker Cove, Hercules CA 94547.	365	1.1	401.5	8
1/23/15	Farivar	Telephone conference with Wells Fargo Bankruptcy Department regarding the hijacked case for property located at 130 Spinnaker Cove, Hercules CA 94547.	365	0.4	146	8
1/26/15	Farivar	Finalize correspondence to Wells Fargo regarding hijacked property and correspond with client regarding same.	365	0.4	146	8

Date	Professional	Task	Rate	Time	Billed	Page
2/6/15	McDow	Review correspondence from Wells Fargo regarding "inquiry sent on behalf of Ronald Peterson" and assess appropriate manner in which to respond	530	0.1	53	9
2/18/15	Farivar	Review correspondences received from Wells Fargo regarding hijacked properties.	365	0.1	36.5	9
10/14/14	Delaney	Draft correspondence to Ms. McDow regarding the stipulation for relief from the automatic stay with Wells Fargo as to non-estate property.	350	0.2	70	44
10/14/14	Delaney	Review and revise stipulation for relief from the automatic stay with Wells Fargo as to non-estate property.	350	1.0	350	44
11/12/14	Delaney	Confer with counsel for Wells Fargo regarding stipulation for relief from stay as to non-estate property	350	0.2	70	44
11/20/14	Delaney	Confer with Ms. McDow regarding Wells Fargo relief from stay stipulation	350	0.2	70	44
11/20/14	McDow	Review proposed stipulation for relief from stay for the Castillejo property and confer with Michael Delaney regarding same	500	0.2	100	44
11/21/14	Delaney	Draft correspondence to counsel for Wells Fargo regarding stipulation for relief from stay	350	0.1	35	44
1/23/15	Delaney	Review and draft response to correspondence from opposing counsel regarding stipulation for relief from stay	385	0.1	38.5	44
1/29/15	Delaney	Draft correspondence to Ms. Muir regarding revised stipulation for relief from stay regarding Daly City property	385	0.2	77	45
1/29/15	Delaney	Review revised stipulation for relief from stay regarding the Daly City property	385	0.5	192.5	45
1/29/15	McDow	[*]Review final version of Stipulation for Relief From Stay between Wells Fargo and Debtor and approve same for submitting to client and filing	530	0.2	106	45
2/9/15	McDow	Correspondence to/from Marisol Nagata, counsel for Wells Fargo, regarding stipulation to terminate stay as to Hercules property and correspondence to client regarding same	530	0.2	106	45
2/10/15	Delaney	Confer with Ms. McDow regarding proposed stipulation for relief from the automatic stay as to non-estate property	385	0.2	77	45
2/19/15	Delaney	Draft correspondence to Ms. Muir regarding stipulations for relief from stay regarding non-estate property	385	0.3	115.5	45
2/20/15	Delaney	Review and draft correspondence to Ms. Muir regarding relief from stay stipulation as to non-estate property	385	0.2	77	45

Date	Professional	Task	Rate	Time	Billed	Page
3/4/15	Delaney	Draft correspondence to Wells Fargo counsel regarding the relief from stay stipulation regarding the Hercules property	385	0.1	38.5	45
3/4/15	Delaney	Draft correspondence to Wells Fargo counsel regarding the relief from stay stipulation regarding the Daly City property	385	0.1	38.5	45
3/4/15	Delaney	Finalize relief from stay stipulation regarding the Hercules property	385	0.3	115.5	45
3/6/15	Delaney	Telephone call from Wells Fargo regarding Hercules proposed and relief from stay stipulation	385	0.2	77	45
3/6/15	Delaney	Review proposed orders for Daly City relief from stay stipulations	385	0.2	77	45
3/9/15	McDow	Review entered Order on Stipulation to Terminate Automatic Stay With Respect to Spinnaker Cove property and confirm no interlineations made by Court	530	0.1	53	45
11/19/14	Delaney	Review documents regarding Hercules property in preparation of supplemental declaration in order to address issues raised by UST with respect to Baker & Hostetler fee application	350	0.6	210	55
1/26/15	Farivar	Revise Debtor's Notice to Disallow Interest in Hercules Property.	365	0.4	146	74
3/17/15	McDow	Review entered Order Approving Stipulation Regarding Relief From Automatic Stay and confirm no interlineations made by Court	530	0.1	53	91
1/26/15	McDow	Review and revise Debtor's Notice to Disallow Interest in Hercules property and letter to Wells Fargo regarding same	530	0.2	155	96
				<b>9.4</b>	<b>4022</b>	

**Table 26: First Interim Fee Application: Services Related to Fee Applications**

([\*] Denotes entries disallowed elsewhere.)

Date	Professional	Task	Rate	Time	Billed	Page
7/30/14	Benezra	[*]Call from Lars Fuller regarding payment of T.I. allowance and fee application.	685	0.6	411	37
6/6/14	McDow	Confer with Peter James regarding potential for application of Baker Hostetler for fees and correspondence to/from Ron Oliner regarding same.	500	0.2	100	82
7/7/14	Garner	[*]Research regarding status of fee applications filed in case.	350	0.5	175	82
7/7/14	Garner	[*]Internal correspondence regarding status and timing of fee application filing.	350	0.2	70	82

Date	Professional	Task	Rate	Time	Billed	Page
7/7/14	Garner	[*]Draft notice to retained professionals of interim fee application hearing.	350	0.5	175	82
7/8/14	Benezra	[*]Call to Lars Fuller regarding Baker & Hostetler's Fee Application; conference with John Cermak regarding Baker & Hostetler's Fee Application; correspondence to Peter James regarding Baker & Hostetler's Fee Application.	685	0.3	205.5	83
7/8/14	Garner	[*]Conference with Cermak regarding filing of fee application.	350	0.1	35	83
7/14/14	McDow	Conference call with Lars Fuller, Marc Benezra, Peter James, and John Cermak regarding application of Baker Hostetler and status of counter-offer for MSCl	500	0.2	250	83
7/11/14	Garner	Correspondence with McDow regarding Baker fee application filing.	350	0.2	70	83
7/11/14	Benezra	Conference call with John Cermak, Peter James, Lars Fuller and Ashley McDow regarding fee application; call to Lars Fuller.	685	0.7	479.5	83
7/18/14	McDow	Confer with Peter James regarding status of fee application of Baker Hostetler	500	0.3	150	83
7/29/14	McDow	Review invoices in preparation for filing First Interim Fee Application of Baker Hostetler and correspondence to/from Marc Benezra, Peter James, and John Cermak regarding same	500	1.2	600	83
7/30/14	Benezra	[*]Conference with Ryan Fischbach in connection with fee application.	685	0.2	137	83
7/30/14	Benezra	[*]Correspondence from Ashley McDow in connection with fee application; correspondence from Peter James in connection with fee application; correspondence from John Cermak in connection with fee application.	685	0.1	68.5	83
8/12/14	Garner	[*]Review and revise invoices for first Baker Hostetler fee application.	350	1	350	83
8/13/14	Garner	[*]Review and revise invoices for first Baker Hostetler fee application.	350	0.6	210	83
8/14/14	Garner	[*]Review and revise invoices for first Baker Hostetler fee application.	350	0.8	280	83
8/14/14	Garner	[*]Conference with M. Benezra regarding formatting of time entries for fee application.	350	0.7	245	83
8/14/14	Benezra	[*]Call to Lars Fuller regarding settlement and fee application; correspondence to John Cermak, Peter James and Ashley McDow regarding fee application.	685	1	685	84
8/15/14	Garner	[*]Continue revision of invoices for Baker Hostetler first interim fee application.	350	1	350	84

Date	Professional	Task	Rate	Time	Billed	Page
8/18/14	Garner	[*]Review and revise invoices for first Baker Hostetler fee application.	350	1	350	84
8/18/14	Delaney	Confer with Mr. Garner regarding the preparation of a notice to professionals to file fee applications.	350	0.2	70	84
8/19/14	Delaney	Review and revise notice to professionals to file fee applications.	350	0.4	140	84
8/19/14	McDow	Review Notice of Fee Application and correspondence to/from Harry Garner regarding same.	500	0.1	50	84
8/19/14	McDow	Conference call with Reed Waddell regarding fee application to be filed.	500	0.1	50	84
8/25/14	McDow	Review Notice of Withdrawal of Notice to Retained Professionals of Hearing on Interim Applications for Compensation and approve same for filing.	500	0.1	50	84
8/27/14	Garner	[*]Review and revise invoices for interim fee application.	350	1.2	420	84
8/28/14	Benezra	[*]Review Notice of Withdrawal of Fee Application; correspondence to/from Peter James regarding Notice of Withdrawal of Fee Application; correspondence to Ashley McDow and Michael Delaney regarding Notice of Withdrawal of Fee Application.	685	0.1	68.5	84
9/29/14	Garner	[*]Review and revise invoices for Baker Hostetler interim fee application.	350	1.2	420	84
9/30/14	Garner	[*]Research and draft Baker Hostetler interim fee application.	350	1.2	420	84
7/9/14	Benezra	Correspondence from Peter James regarding Baker & Hostetler's Fee Application; correspondence to Lars Fuller regarding Baker & Hostetler's Fee Application.	685	0.1	68.5	130
7/21/14	Benezra	Correspondence from Peter James regarding Baker & Hostetler's Fee Application; correspondence from Ashley McDow regarding Baker & Hostetler's Fee Application; correspondence to Pamela Muir regarding settlement discussions; correspondence to Lusina Yaralian regarding prospective buyer.	685	0.2	137	131
				<u>16.3</u>	<u>7290.5</u>	

**Table 26.1: Second Interim Fee Application: Services Related to Fee Applications**

Date	Professional	Task	Rate	Time	Billed	Page
11/24/14	McDow	Review tentative ruling in preparation for hearings on First Interim Fee Applications for Baker & Hostetler LLP and Frandzel Bloom Czato and confirm no need for appearance at same	500	0.1	50	100
12/16/14	McDow	Telephonically attend hearing on First Interim Fee Application of Baker & Hostetler	500	1	500	100
				<u>1.1</u>	<u>550</u>	

**Table 26.2: Final Fee Application: Services Related to Fee Applications**

Date	Professional	Task	Rate	Time	Billed	Page
9/21/15	Delaney	Review and draft detailed response to correspondence from probate counsel regarding the projected distributions and declaration in support of the payment of Baker's fees and expenses	385	2.1	808.5	6
9/21/15	Delaney	Confer with Ms. McDow regarding proposed response to correspondence from probate counsel regarding the projected distributions and declaration in support of the payment of Baker's fees and expenses	385	0.2	77	6
6/15/16	McDow	Correspondence to/from Pamela Muir regarding upcoming fee application and need to provide invoices to probate beneficiary	550	0.1	55	11
6/16/16	McDow	Correspondence to/from Pamela Muir regarding recent correspondence (including "exhibits") received from Gary Casselman, counsel for one of the probate beneficiaries, and most recent order entered on Third Interim Fee Application of Baker Hostetler	550	0.2	110	11
8/4/16	McDow	Correspondence to/from Donald Scoggins regarding request of probate beneficiary to continue hearing on fee application	550	0.1	55	12
8/15/16	Delaney	Research requirements for standing to object to fee application	405	0.9	364.5	50
8/16/16	Delaney	Continue researching standing requirements to objection to fee application in preparation of a response to the Bernstein objection to the Baker fee application	405	0.4	162	50

Date	Professional	Task	Rate	Time	Billed	Page
11/9/16	Delaney	Confer and correspond with Ms. McDow regarding the revisions to the motion for conditional dismissal and the preparation of a 45-day notice to professionals for final fee applications	405	0.3	121.5	66
7/12/16	Farivar	Correspond to/from client regarding the monthly operating report and Third Interim Fee Application.	380	0.1	38	78
7/12/16	Farivar	Correspond to/from client regarding the monthly operating report and Third Interim Fee Application.	380	0.1	38	78
8/31/15	McDow	Review pleadings and docket for tentative ruling in preparation for hearing on Interim Fee Application of Baker Hostetler and Frandzel	530	0.8	424	80
8/22/16	McDow	Confer with Michael Delaney regarding approach for upcoming hearing on fee applications in light of recent developments, including but not limited to stipulation between parties	550	0.2	110	81
8/23/16	Delaney	Confer with Ms. Muir regarding the results of the third interim Baker fee application hearing	405	0.2	81	81
8/23/16	Delaney	Attend hearing on Baker fee application	405	1.9	769.5	81
8/23/16	Delaney	Travel for hearing on Baker fee application	405	1.4	567	81
8/23/16	Delaney	Review salient pleadings in preparation for hearing on Baker fee application	405	1.6	648	82
8/23/16	McDow	Telephonically attend hearing on Third Interim Fee application of Baker Hostetler	550	0.7	385	82
8/24/16	Delaney	Correspond with Mr. Scoggins and Ms. Muir regarding the results from the fee application hearing	405	0.4	162	82
				<b>11.7</b>	<b>4976</b>	

**Table 26.3: Supplemental Fee Application: Services Related to Fee Applications**

Date	Professional	Task	Rate	Time	Billed	Page
1/24/17	Delaney	Correspond with Ms. Muir regarding the continuation of the hearings on the Baker fee application and other associated hearings	430	0.3	129	3
2/7/17	Delaney	Correspond with Ms. McDow and the UST regarding a proposed reduction in the final fees requested by Baker & Hostetler	430	0.2	86	4
4/13/17	Delaney	Correspond with Ms. Muir regarding the results of the hearing on the motion for structured dismissal and Baker final fee application	430	0.2	86	4



Date	Professional	Task	Rate	Time	Billed	Page
3/21/17	McDow	Review relevant pleadings and tentative ruling in preparation for continued hearing on Motion to Approve Conditional Dismissal and Final Fee Application	575	0.8	460	23
3/22/17	McDow	Travel to and attend hearing on Motion to Approve Conditional Dismissal and Final Fee Application and correspondence to counsel regarding upcoming trial	575	4.2	2415	23
3/27/17	Farivar	Confer with Mr. Delaney regarding the results of the hearing and the need to appear for the trial.	410	0.1	41	23
				<b>5.8</b>	<b>3217</b>	

**Table 27: First Interim Fee Application: Retention and Employment of Keen**

([\*] Denotes entries disallowed elsewhere.)

Date	Professional	Task	Rate	Time	Billed	Page
10/7/13	Benezra	[*]Correspondence to/from Ashley McDow regarding broker retention; review file.	655	0.2	131	16
10/7/13	Benezra	[*]Conference with Ashley McDow regarding Stipulation, Retention of Broker and miscellaneous follow-up items.	655	0.6	393	16
10/16/13	Benezra	Correspondence to/from Pamela Muir regarding broker retention.	655	0.1	65.5	17
10/18/13	Benezra	[*]Conference call with Pamela Muir and Donald Scoggins regarding broker retention.	655	1.1	720.5	17
10/22/13	Benezra	[*]Correspondence to/from Ashley McDow regarding broker retention.	655	0.1	65.5	17
10/25/13	McDow	Conference call with Marc Benezra, and members of Keen Realty regarding possible retention of same.	500	0.6	300	18
11/13/13	Benezra	[*]Correspondence from Pamela Muir regarding broker retention; correspondence to Ashley McDow regarding broker retention.	655	0.1	65.5	19
12/11/13	Benezra	[*]Review file; call from Harold Bordwin regarding broker retention (.2)	655	0.2	131	22
12/11/13	Benezra	[*]Conference with Ashley McDow regarding potential settlement proposal to lender regarding acceptable prices at which to sell property and bankruptcy specific provisions of the retention agreement with Keen .	655	0.6	393	22
12/13/13	Benezra	[*][C]orrespondence to/from Michael Delaney regarding broker retention (.20)	655	0.2	131	22

Date	Professional	Task	Rate	Time	Billed	Page
12/18/13	Benezra	Conference with Michael Delaney regarding Keen Retention Agreement; correspondence from Michael Delaney regarding Keen Retention Agreement (.20)	655	0.2	131	23
12/19/13	Benezra	Correspondence from Michael Delaney regarding Keen Retention Agreement; correspondence to/from Ashley McDow regarding Keen Retention Agreement.	655	0.2	131	23
1/13/14	McDow	Conference call with Pamela Muir regarding payments pursuant to Notice of Insider Compensation, correspondence from Pat Galentine and engagement letter with Keen.	500	0.3	150	24
1/14/14	Benezra	[C]onference with Michael Delaney regarding broker retention; review file; review revised GA Keen Retention Agreement; conference with Michael Delaney regarding Keen Retention Agreement (.50).	685	0.5	342.5	24
1/21/14	Benezra	[*]Conference with Ashley McDow and Michael Delaney regarding broker retention.	685	0.2	137	24
1/21/14	Benezra	[*]Correspondence to/from Roxane Ojeda; correspondence to/from Michael Delaney regarding broker retention; correspondence to Ashley McDow regarding broker retention.	685	0.2	137	24
1/27/14	Benezra	[*]Correspondence to/from Michael Delaney regarding broker retention and extension of exclusivity; correspondence from Ashley McDow; correspondence to Gerry Harris, Roxane Ojeda; correspondence from Gerry Harris; correspondence from Roxane Ojeda.	685	0.2	137	25
2/4/14	Benezra	Conference with Michael Delaney regarding MSCI opposition to Keen employment application; correspondence to Michael Delaney regarding MSCI opposition to Keen employment application.	685	0.3	205.5	26
2/6/14	Benezra	[*][C]orrespondence from Ron Oliner regarding Keen employment application and OST re SARE; review OST re SARE determination.	685	0.7	479.5	26
2/11/14	Benezra	Correspondence to/from Michael Delaney regarding Keen retention; correspondence to Ashley McDow regarding Keen retention.	685	0.1	68.5	27
4/15/14	Benezra	Correspondence to Harold Bordwin regarding broker retention; correspondence to/from Doug Abernathy regarding updating title report.	685	0.4	274	31

Date	Professional	Task	Rate	Time	Billed	Page
4/21/14	Benezra	Correspondence to/from Pamela Muir regarding broker retention.	685	0.1	68.5	31
4/21/14	Benezra	Correspondence from Ashley McDow regarding broker retention; correspondence from Michael Delaney regarding broker retention; review file regarding broker retention; correspondence to Pamela Muir and Don Scoggins; conference with Ryan Fischbach.	685	0.2	137	31
5/6/14	Benezra	[C]orrespondence from Harold Bordwin regarding retention.	685	0.1	68.5	32
5/7/14	Benezra	[C]orrespondence to Peter James regarding broker retention	685	0.1	68.5	33
10/22/13	Benezra	Conference with Ashley McDow regarding strategy for meeting with Ron Oliner and retention of listing broker and subsequent sale of property.	655	0.1	65.5	41
12/12/13	McDow	[*]Meeting with Marc Benezra regarding potential settlement proposal to lender regarding acceptable prices at which to sell property and bankruptcy specific provisions of the retention agreement with Keen.	500	0.5	250	44
9/10/13	Benezra	[*]Correspondence from Ashley McDow regarding Motion to Employ Property Manager; review Keen Realty Presentation; conference with Ashley McDow regarding Motion to Employ Property Manager.	655	0.7	458.5	46
10/2/13	Benezra	Review other listing broker packages; correspondence to/from Pamela Muir regarding broker retention.	655	0.5	327.5	47
10/2/13	McDow	Conference call with Marc Benezra, Danny Levine and Howard regarding retention of Keen as broker to sell property.	500	0.8	400	47
10/2/13	Benezra	Correspondence to/from Daniel Levine regarding broker retention; review Keen Advisors proposal regarding broker retention; conference call with Daniel Levine, Matt Bordwin, Harold Bordwin and Ashley McDow regarding broker retention.	655	1.6	1048	47
10/4/13	McDow	Telephone conference with Matt Bordwin regarding potential procedural impediments pertaining to scope of employment.	500	0.2	100	47
10/8/13	Benezra	Call to Geoff Tranchina regarding broker retention; voicemail to Judd Dunning regarding broker retention.	655	0.2	131	47

Date	Professional	Task	Rate	Time	Billed	Page
10/8/13	Benezra	Correspondence from Ashley McDow; correspondence to Pamela Muir and Ashley McDow regarding broker retention; prepare for conference call regarding broker retention; conference call with Pamela Muir and Ashley McDow regarding Listing Broker selection.	655	1.7	1113.5	47
10/8/13	McDow	[*]Conference call with Pamela Muir and Marc Benezra regarding listing broker, DIP funds, and Notice of Insider Compensation.	500	1	500	47
10/9/13	Benezra	Voicemail to Judd Dunning regarding broker retention; review file; call from Judd Dunning; correspondence to Ashley McDow.	655	0.4	262	47
10/10/13	Benezra	Call from Geoff Tranchina regarding broker retention.	655	0.1	65.5	47
10/10/13	Benezra	Call from Judd Dunning regarding broker retention.	655	0.1	65.5	47
10/11/13	Benezra	Call from Judd Dunning regarding broker retention.	655	0.1	65.5	47
10/11/13	Benezra	Call from Judd Dunning regarding broker retention.	655	0.1	65.5	48
10/14/13	Benezra	Review revised Newmark Grubb Proposal regarding broker retention; correspondence to Judd Dunning regarding broker retention; voicemails to/from Geoff Tranchina regarding broker retention.	655	0.5	327.5	48
10/14/13	Benezra	Conference call with Judd Dunning, Josh Levy and Chris Dobson regarding broker retention.	655	0.1	65.5	48
10/14/13	Benezra	Correspondence from Judd Dunning regarding broker retention; call to Geoff Tranchina regarding broker retention; review further revised Newmark Grubb Proposal regarding broker retention; call to Judd Dunning regarding broker retention.	655	0.4	262	48
10/15/13	Benezra	Correspondence from Judd Dunning regarding broker retention; review Preliminary Title Report and cursory review of underlying documents regarding broker retention . . . .	655	1.2	786	48
10/16/13	McDow	Correspondence to/from Matt Bordwin regarding engagement of Keen Realty.	500	0.1	50	48

Date	Professional	Task	Rate	Time	Billed	Page
10/16/13	Benezra	Correspondence from Josh Levy; call from Judd Dunning regarding broker retention; review revised Newmark Grubb Proposal (with Leasing Element); correspondence to Pamela Muir regarding broker retention; correspondence to Judd Dunning regarding broker retention.	655	0.5	327.5	48
11/6/13	Benezra	Call from Geoff Tranchina regarding broker retention.	655	0.1	65.5	48
11/21/13	McDow	Conference call with and correspondence to/from Matthew Bordwin regarding retention of Keen Realty and documentation needed to prepare employment application.	500	0.2	100	48
12/2/13	Benezra	Review and revise proposed Keen Retention Agreement; conference with Ashley McDow regarding proposed Keen Retention Agreement.	655	0.6	393	48
12/2/13	Benezra	[R]review draft Application to Employ Keen (.2).	655	0.2	131	48
12/2/13	Benezra	[R]review and revise proposed Keen Retention Agreement (.40); call to Judd Dunning regarding broker retention; voicemails to Geoff Tranchina regarding broker retention (.2).	655	0.6	393	49
12/2/13	Benezra	Call from Geoff Tranchina regarding broker retention; correspondence from Judd Dunning regarding broker retention; correspondence from Michael Delaney regarding broker retention; conference with Michael Delaney regarding broker retention (.80);	655	0.8	524	49
12/3/13	Benezra	Conference with Ashley McDow regarding MSCI standing and proposed Keen Retention Agreement; voicemail to Tom Gallagher; voicemail to Matt Bordwin.	655	1	655	49
12/3/13	McDow	Review retention agreement proposed by Keen Realty and proof of claim filed by MSCI in preparation for meeting with Marc Benezra; meeting with Marc Benezra regarding bankruptcy implications of certain provisions of Keen Realty retention agreement and strategy regarding lender/servicer relationship.	500	1.6	800	49
12/4/13	Benezra	Correspondence to/from Matt Bordwin. regarding broker retention; call from Matt Bordwin regarding broker retention.	655	0.9	589.5	49
12/6/13	McDow	Meeting with Matthew Bordwin regarding remaining provisions of retention agreement to be modified.	500	0.2	100	49
12/6/13	Benezra	Correspondence to/from Matt Bordwin regarding broker retention; review revised Keen Retention Agreement.	655	0.9	589.5	49

Date	Professional	Task	Rate	Time	Billed	Page
12/9/13	Benezra	Correspondence to/from Matt Bordwin regarding broker retention; review draft Marketing Plan regarding broker retention; correspondence to Pamela Muir regarding broker retention (.4)	655	0.4	262	50
12/9/13	Benezra	Review file; review and revise Keen Retention Agreement.	655	0.2	131	50
12/10/13	Benezra	Call from Judd Dunning regarding broker retention; voicemails to/from Matt Bordwin regarding broker retention; draft correspondence to Matt Bordwin regarding broker retention; correspondence to Matt Bordwin regarding broker retention.	655	0.6	393	50
12/11/13	Benezra	Correspondence to/from Harold Bordwin regarding broker retention; correspondence to Matt Bordwin regarding broker retention.	655	0.2	131	50
12/12/13	Benezra	Conference call with Pamela Muir and Don Scoggins regarding broker retention.	655	1	655	50
12/12/13	Benezra	Correspondence to/from Harold Bordwin regarding broker retention; conference with Michael Delaney regarding broker retention; voicemail to Don Fife.	655	0.5	327.5	50
12/16/13	Benezra	Review and revise revised draft Keen Retention Agreement; conference with Michael Delaney regarding draft of Keen Retention Agreement.	655	0.9	589.5	50
12/17/13	Benezra	Review and revise Keen Retention Agreement.	655	0.2	131	50
12/17/13	Benezra	[R]eview and revise Keen Retention Agreement (.20).	655	0.2	131	50
12/19/13	Benezra	Review revised Keen Retention Agreement; conference with Michael Delaney.	655	0.4	262	50
12/20/13	Benezra	Correspondence from Michael Delaney regarding Keen Retention Agreement; correspondence from Harold Bordwin; call to Harold Bordwin regarding Keen Retention Agreement.	655	0.3	196.5	50
1/6/14	Benezra	Correspondence to/from Geoff Tranchina regarding broker retention.	685	0.1	68.5	50
1/7/14	Delaney	Review correspondence from Mr. Muir regarding granting GA Keen access to real estate files.	350	0.2	70	51
1/7/14	Delaney	Analyze terms of revised GA Keen retention agreement.	350	0.3	105	51
1/7/14	Delaney	[*]Confer with Mr. Benezra regarding the terms of revised GA Keen retention agreement.	350	0.3	105	51
1/7/14	Delaney	Draft correspondence to Ms. Muir regarding granting GA Keen access to real estate files.	350	0.2	70	51

Date	Professional	Task	Rate	Time	Billed	Page
1/7/14	Benezra	Conference with Michael Delaney regarding Keen Retention Agreement.	685	0.4	274	51
1/8/14	McDow	Conference call with Harold Bordwin and Michael Delaney regarding additional modifications to be made to; retention agreement and review most recent iterations of retention agreement; telephone calls to/from Danny Levene regarding status of same.	500	0.5	250	51
1/8/14	Benezra	Review and revise draft e-mail to Pamela Muir regarding Keen Insurance.	685	0.3	205.5	51
1/8/14	Delaney	Confer with Mr. Benezra regarding the proposed revisions to the GA Keen Realty retention agreement.	350	0.2	70	51
1/8/14	Delaney	Confer with Mr. Bordwin regarding the GA Keen Realty retention agreement.	350	0.6	210	51
1/8/14	Delaney	Draft memorandum to Ms. Muir regarding the proposed revisions to the GA Keen Realty retention agreement.	350	0.8	280	51
1/9/14	Delaney	Confer with Mr. Benezra regarding the memorandum to Ms. Muir about the proposed retention of GA Keen Realty.	350	0.3	105	51
1/9/14	Delaney	Review correspondence from Mr. Bordwin regarding the terms of the GA Keen Realty retention agreement.	350	0.2	70	51
1/9/14	Delaney	Draft memorandum to Ms. Muir regarding the proposed retention of GA Keen Realty.	350	0.7	245	51
1/9/14	Delaney	Draft response to correspondence from Mr. Bordwin regarding the terms of the GA Keen Realty retention agreement.	350	0.2	70	52
1/10/14	Benezra	Review and revise e-mail to Pamela Muir regarding Keen's Insurance; review file.	685	0.6	411	52
1/10/14	Delaney	Draft the memorandum to Ms. Muir about the retention of GA Keen Realty.	350	0.3	150	52
1/10/14	Delaney	Confer with Mr. Benezra regarding the memorandum to Ms. Muir about the retention of GA Keen Realty.	350	0.2	70	52
1/14/14	Delaney	Draft the revised GA Keen Realty retention agreement. (cont)	350	0.2	70	52
1/14/14	Delaney	Confer with Mr. Benezra regarding the revised GA Keen Realty retention agreement.	350	0.1	35	52
1/14/14	Delaney	Draft correspondence to Mr. Bordwin regarding the revised GA Keen Realty retention agreement.	350	0.2	70	52
1/15/14	Delaney	Draft the revised GA Keen Realty retention agreement. (cont)	350	0.2	70	52
1/15/14	Delaney	Draft response to correspondence from Mr. Benezra regarding the revised GA Keen Realty retention agreement.	350	0.1	35	52

Date	Professional	Task	Rate	Time	Billed	Page
1/15/14	Delaney	Draft correspondence to Mr. Bordwin regarding the revised GA Keen Realty retention agreement.	350	0.1	35	52
1/15/14	Delaney	Draft response to correspondence from Mr. Bordwin regarding the revised GA Keen Realty retention agreement.	350	0.2	70	52
1/15/14	Delaney	Review correspondence from Mr. Bordwin regarding the revised GA Keen Realty retention agreement.	350	0.1	35	52
1/15/14	Delaney	[*]Review correspondence from Mr. Benezra regarding the revised GA Keen Realty retention agreement.	350	0.1	35	52
1/15/14	Benezra	Correspondence from Harold Bordwin regarding broker retention; correspondence to Michael Delaney regarding broker retention.	685	0.1	68.5	52
1/16/14	Delaney	Confer with Mr. Bordwin regarding GA Keen Realty retention agreement.	350	0.3	105	52
1/21/14	Benezra	Correspondence to/from Harold Bordwin regarding broker retention.	685	0.1	68.5	53
1/21/14	Benezra	Review Keen Marketing Plan; conference with Ashley McDow and Michael Delaney regarding Keen Marketing Plan (.50), review property budget through May 2014 (.10).	685	0.6	411	53
1/21/14	Benezra	Correspondence from Michael Delaney regarding Keen Retention Agreement; correspondence from Harold Bordwin regarding Keen Retention Agreement.	685	0.1	68.5	53
1/28/14	Benezra	Correspondence from Michael Delaney regarding Keen retention; review Keen Employment Agreement; conference with Ashley McDow regarding Keen retention.	685	0.2	137	53
2/12/14	McDow	Conference call with Harold Bordwin regarding modifications to be made to terms of retention agreement of GA Keen.	500	0.3	150	53
4/15/14	Benezra	Correspondence from Ashley McDow regarding broker retention; correspondence to/from Harold Bordwin regarding broker retention; correspondence to Pamela Muir regarding broker retention.	685	0.2	137	53
4/16/14	Benezra	Correspondence to/from Harold Bordwin regarding broker retention.	685	0.1	68.5	53
4/21/14	Benezra	Correspondence to/from Ashley McDow regarding broker retention; correspondence to Rob Tramantano, Harold Bordwin and Chris Mahoney regarding broker retention; correspondence to/from Ron Oliner regarding broker retention.	685	0.5	342.5	54



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4/22/14	Benezra	Call from Harold Bordwin regarding broker retention; correspondence to Ron Oliner; correspondence to Ashley McDow and Michael Delaney.	685	0.2	137	54
4/23/14	Benezra	Correspondence to Harold Bordwin regarding broker retention; correspondence to/from Ron Oliner regarding broker retention.	685	0.1	68.5	54
4/23/14	Benezra	Conference call involving GA Keen and Pat Galentine (including Galentine, Bordwin, Tramantano, Oliner and Erica Griggs) regarding broker retention; correspondence from Ron Oliner regarding broker retention; correspondence to Harold Bordwin regarding broker retention.	685	0.4	274	54
4/21/14	Benezra	Conference call with Harold Bordwin and Chris Mahoney regarding broker retention.	685	0.5	342.5	55
7/18/14	McDow	Conference call with Matt Bordwin regarding status of employment of GA Keen	500	0.2	100	58
7/31/14	McDow	Correspondence to/from Ron Oliner and correspondence to/from Matt Bordwin regarding employment of GA Keen	500	0.2	100	59
8/11/14	Benezra	Correspondence to Harold Bordwin regarding meeting; correspondence to Lusina Yaralian regarding request relating exclusive listing.	685	0.2	137	59
8/15/14	McDow	Correspondence to/from Harold Bordwin regarding in-person meeting to discussion retention of GA Keen.	500	0.1	50	59
9/8/14	Benezra	Review file in preparation for GA Keen meeting.	685	1.3	890.5	59
9/8/14	Delaney	Draft correspondence to client regarding brokers proposed by MSCI to facilitate the sale of the estate real property	350	0.2	70	59
9/9/14	Delaney	Confer with Ms. McDow and Ms. Muir regarding selection of real estate brokers proposed by MSCI	350	0.3	105	59
9/9/14	Delaney	Review and draft response to correspondence from Ms. Muir regarding selection of real estate brokers proposed by MSCI	350	0.2	70	59
10/29/13	Benezra	Call from Judd Dunning regarding broker retention.	655	0.1	65.5	62
11/13/13	McDow	Conference call with Ron Oliner regarding content of receiver's status report, correspondence to Pat Galentine regarding same, and status of motion to employ broker to sell property.	500	0.3	150	62

Date	Professional	Task	Rate	Time	Billed	Page
2/10/14	McDow	Conference call with Ron Oliner and Michael Delaney regarding modifications to be made to GA Keen retention agreement.	500	0.5	250	64
2/10/14	Benezra	[*]Correspondence to/from Ron Oliner regarding Keen retention; correspondence to/from Ashley McDow regarding Keen retention; correspondence to/from Michael Delaney regarding Keen retention. .	685	0.1	68.5	64
2/10/14	Delaney	[*]Confer with Mr. Oliner regarding MSCI's objections to the employment of GA Keen Realty.	350	0.3	105	64
2/12/14	McDow	Conference call with Ron Oliner regarding proposed changes to be made to terms of retention agreement with GA Keen.	500	0.2	100	64
2/14/14	McDow	Conference call with Ron Oliner regarding terms in stipulated order regarding retention of GA Keen .	500	0.4	200	64
2/19/14	McDow	Conference call with Ron Oliner regarding modification to stipulated order regarding retention of GA Keen.	500	0.3	150	64
2/21/14	McDow	Conference call with Ron Oliner regarding objections to the order confirming retention of GA Keen made by GA Keen and resolution of same.	500	0.2	100	65
2/25/14	McDow	Conference calls with Ron Oliner regarding execution of stipulated order approving retention of GA Keen and further brief regarding SARE determination.	500	0.2	100	65
4/21/14	Benezra	Correspondence to/from Ron Oliner regarding broker retention.	685	0.1	68.5	65
4/28/14	McDow	Conference calls with Ron Oliner regarding settlement negotiations, scheduling order, and motion to employ GA Keen.	500	0.7	350	66
7/18/14	McDow	Correspondence to/from Ron Oliner regarding status of employment of GA Keen	500	0.2	100	68
11/27/13	McDow	Review Motion to Employ Keen Realty and documentation in support thereof; correspondence to/from Matt Bordwin regarding same; correspondence to Marc Benezra regarding same.	500	0.3	150	71
11/27/13	Delaney	Review Retention Agreement in preparation of Application to Employ GA Keen Realty Advisors as Brokers.	350	0.4	140	71
11/27/13	Delaney	Draft correspondence to Mr. Bordwin regarding Application to Employ GA Keen Realty Advisors as Real Estate Brokers.	350	0.4	140	71

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11/27/13	Delaney	Draft Declaration of Mr. Bordwin in support of Application to Employ GA Keen Realty Advisors as Real Estate Brokers.	350	0.4	140	72
11/27/13	Delaney	Review resumes of Messrs. Matthew Bordwin and Harold J. Bordwin in preparation of Application to Employ GA Keen Realty Advisors as Real Estate Brokers.	350	0.4	140	72
11/27/13	Delaney	Review Declaration of Disinterestedness in preparation of Application to Employ GA Keen Realty Advisors as Real Estate Brokers.	350	0.3	105	72
11/27/13	Delaney	Draft Declaration of Ms. Muir in support of Application to Employ GA Keen Realty Advisors as Real Estate Brokers.	350	0.4	140	72
11/27/13	Delaney	Draft Notice of Application to Employ GA Keen Realty Advisors as Real Estate Brokers.	350	1.7	595	72
11/27/13	Delaney	Analyze terms of revised retention agreement with GA Keen Realty in preparation of employment application.	350	0.3	105	72
11/27/13	Delaney	Draft response to correspondence from Mr. Bordwin regarding the terms to the retention agreement with GA Keen.	350	0.2	107	72
11/27/13	Delaney	Review correspondence from Mr. Bordwin regarding the terms of the proposed retention agreement with GA Keen.	350	0.2	107	72
11/27/13	Delaney	Draft correspondence to Mr. Benezra regarding the proposed revisions to the provision of the retention agreement with GA Keen.	350	0.2	107	72
11/27/13	Delaney	Draft correspondence to Mr. Benezra regarding the revised retention agreement with GA Keen.	350	0.4	140	72
11/27/13	Delaney	Draft the revised retention agreement with GA Keen.	350	4.2	1470	72
11/27/13	Delaney	Draft response to correspondence from Mr. Bordwin regarding a conference to discuss the terms of the retention agreement for GA Keen.	350	0.3	105	72
12/16/13	Delaney	Review correspondence from Mr. Bordwin regarding a conference to discuss the terms of the retention agreement for GA Keen.	350	0.2	70	73
12/16/13	Delaney	Confer with Mr. Benezra regarding the terms of the revised retention agreement with GA Keen.	350	0.3	105	73
12/16/13	Delaney	Review correspondence regarding the terms of the revised retention agreement with GA Keen.	350	0.6	210	73

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12/17/13	Delaney	Confer with Mr. Benezra regarding the terms of the revised retention agreement relating to GA Keen Realty.	350	0.3	105	73
12/17/13	Delaney	Draft correspondence to Mr. Bordwin regarding revised retention agreement relating to GA Keen Realty.	350	0.2	70	73
12/17/13	Delaney	Draft revised retention agreement relating to GA Keen Realty.	350	0.5	175	73
12/18/13	Delaney	Draft correspondence to Mr. Bordwin regarding proposed changes to revised retention agreement with GA Keen.	350	0.3	105	73
12/18/13	Delaney	Confer with Mr. Bordwin regarding the proposed changes to the revised retention agreement from GA Keen.	350	0.4	140	73
12/18/13	Delaney	Confer with Mr. Benezra regarding revised retention agreement with GA Keen.	350	0.2	70	73
12/18/13	Delaney	Draft revised retention agreement with GA Keen.	350	0.4	140	73
12/18/13	Delaney	Analyze proposed changes to revised retention agreement from GA Keen.	350	0.2	70	73
12/19/13	Delaney	Confer with Mr. Benezra regarding the terms of the revised retention agreement for GA Keen.	350	0.3	105	73
12/19/13	Delaney	Draft correspondence to Mr. Bordwin regarding the terms of the revised retention agreement for GA Keen and proof of insurance.	350	0.2	70	73
12/19/13	Delaney	Confer with Mr. Bordwin regarding the terms of the revised retention agreement for GA Keen and proof of insurance.	350	0.3	105	73
12/20/13	Delaney	Confer with Mr. Benezra regarding proposed additional language for GA Keen retention agreement.	350	0.2	70	74
12/20/13	Delaney	Confer with Mr. Bordwin regarding proposed additional language for GA Keen retention agreement.	350	0.6	210	74
12/20/13	Delaney	Draft correspondence to Mr. Bordwin regarding revised retention agreement limiting scope of employment for GA Keen to real property transactions.	350	0.2	70	74
12/20/13	Delaney	Draft revised retention agreement limiting scope of employment for GA Keen to real property transactions.	350	0.5	175	74
12/20/13	Delaney	Review correspondence from Mr. Bordwin regarding proposed additional language for GA Keen retention agreement.	350	0.3	105	74
12/30/13	Delaney	Review correspondence from Mr. Bordwin regarding the GA Keen Realty Retention Agreement.	350	0.2	70	74
12/30/13	Delaney	Confer with Mr. Bordwin regarding the GA Keen Realty retention agreement.	350	0.2	70	74

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12/30/13	Delaney	Draft response to correspondence from Mr. Bordwin regarding the GA Keen Realty Retention Agreement.	350	0.2	70	74
12/30/13	Delaney	Draft the GA Keen Realty Retention Agreement.	350	0.3	105	74
12/31/13	Delaney	Draft correspondence to Ms. Muir regarding the GA Keen Realty Retention Agreement.	350	0.3	105	74
1/3/14	Delaney	Confer with Ms. McDow regarding the GA Keen Realty Retention Agreement.	350	0.2	70	74
1/3/14	Delaney	Draft correspondence to Ms. Muir regarding the GA Keen Realty Retention Agreement.	350	0.2	70	74
1/6/14	Delaney	Confer with Ms. Muir regarding the GA Keen Realty Retention Agreement.	350	0.4	140	74
1/6/14	Delaney	Draft response to the correspondence from Ms. Muir regarding the GA Keen Realty Retention Agreement.	350	0.3	105	74
1/6/14	Delaney	Draft notice of application and application to employ GA Keen Realty as real estate broker for the estate.	350	0.8	280	75
1/6/14	Delaney	Review correspondence from Ms. Muir regarding the GA Keen Realty Retention Agreement.	350	0.2	70	75
1/6/14	Delaney	Draft the revised GA Keen Realty Retention Agreement.	350	0.6	210	75
1/6/14	Delaney	Draft correspondence to Mr. Benezra regarding proposed revisions to the GA Keen Realty Retention Agreement.	350	0.3	105	75
1/22/14	Delaney	Draft/revise the application to employ GA Keen Realty Advisors.	350	0.3	105	75
1/23/14	Delaney	Draft/revise application to employ GA Keen Realty Advisors.	350	1.8	630	75
1/23/14	Delaney	Draft correspondence to Messrs. Bordwin and Naughton regarding the application to employ GA Keen Realty Advisors.	350	0.2	70	75
1/23/14	Delaney	Draft/revise declaration of Mr. Naughton in support of application to employ GA Keen Realty Advisors.	350	0.8	280	75
1/23/14	Delaney	Draft/revise declaration of Ms. Muir in support of application to employ GA Keen Realty Advisors.	350	0.7	245	75
1/23/14	Delaney	Draft/revise notice of the application to employ GA Keen Realty Advisors.	350	0.9	315	75
1/23/14	Delaney	Draft correspondence to Mr. Benezra regarding the application to employ GA Keen Realty Advisors.	350	0.2	70	75
1/24/14	Delaney	Draft correspondence to Mr. Bordwin regarding the GA Keen Realty employment application.	350	0.1	35	76

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1/28/13	Delaney	Draft correspondence to Mr. Benezra regarding the revised version of the GA Keen Realty employment application.	350	0.2	70	76
1/28/13	Delaney	Confer with Mr. Naughton regarding the red line version of the GA Keen Realty employment application from Mr. Bordwin.	350	0.2	70	76
1/28/13	Delaney	Confer with Mr. Bordwin regarding the redline version of the GA Keen Realty employment application.	350	0.2	70	76
1/28/13	Delaney	Draft/revise declaration of Mr. Naughton in support of the GA Keen Realty employment application.	350	0.3	105	76
1/28/13	Delaney	Draft/revise GA Keen Realty employment application to incorporate changes requested by Mr. Bordwin.	350	0.2	70	76
1/28/13	Delaney	Review redline version of the GA Keen Realty employment application from Mr. Bordwin.	350	0.2	70	76
1/28/13	Delaney	Review correspondence from Mr. Naughton regarding the GA Keen Realty employment application.	350	0.1	35	76
1/29/14	Benezra	[*]Correspondence to/from Michael Delaney re Keen employment; review documents.	685	0.2	137	76
1/29/13	Delaney	Draft correspondence to Ms. Muir regarding the MSCI status conference statement and GA Keen employment application.	350	0.1	35	76
1/29/14	Delaney	Draft correspondence to Mr. Benezra regarding the MSCI status conference statement and filing of the GA Keen employment application.	350	0.1	35	76
1/30/14	Benezra	[*]Correspondence from Harold Bordwin regarding Keen Employment Application; correspondence from Michael Delaney regarding Keen Employment Application; correspondence from Ron Oliner regarding Keen Employment Application; review MSCI's Objection to Employ Keen; correspondence to Ashley McDow, Michael Delaney (.30); correspondence to/from Pat Galantine regarding Century 21 expansion; review file regarding Century 21 expansion (.10).	685	0.4	274	76
1/31/14	Delaney	Analyze the MSCI opposition to the application to employ GA Keen Realty.	350	0.5	175	77
1/31/14	Delaney	Draft/revise correspondence to Mr. Oliner regarding the MSCI opposition to the application to employ GA Keen Realty.	350	0.4	140	77

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1/31/14	Delaney	Draft/revise correspondence to Mr. Bordwin regarding the MSCI opposition to the application to employ GA Keen Realty.	350	0.2	70	77
2/3/14	Benezra	[*]Correspondence from Michael Delaney regarding MSCI opposition to Keen employment application; correspondence to/from Harold Bordwin regarding MSCI opposition to Keen employment application; correspondence to Ashley McDow regarding MSCI opposition to Keen employment application.	685	0.2	137	77
2/10/14	Delaney	Confer with Ms. McDow regarding stipulated order resolving MSCI's objections to the employment of GA Keen Realty.	350	0.2	70	77
2/10/14	Delaney	Review correspondence between Ms. McDow and Mr. Oliner regarding MSCI's objections to the employment of GA Keen Realty.	350	0.2	70	77
2/13/14	Delaney	Draft/revise stipulated order regarding the application to employ GA Keen Realty Advisors.	350	1.1	385	77
2/14/14	McDow	Review stipulated order regarding retention of GA Keen, revised to incorporate revisions of Harold Bordwin, and correspondence to/from Harold regarding same.	500	0.2	100	77
2/14/14	Benezra	[*]Correspondence to/from Michael Delaney regarding proposed stipulated order; review draft proposed stipulated order regarding employing Keen.	685	0.3	205.5	77
2/14/14	Delaney	Draft correspondence to Mr. Oliner regarding the proposed stipulated order regarding GA Keen employment application.	350	0.1	35	77
2/14/14	Delaney	Confer with Mr. Bordwin regarding the proposed stipulated order regarding GA Keen employment application.	350	0.2	70	77
2/14/14	Delaney	Draft/revise proposed stipulated order regarding GA Keen employment application. (cont)	350	1.1	385	78
2/14/14	Delaney	Review and draft response to correspondence from Mr. Bordwin regarding the proposed stipulated order regarding GA Keen employment application.	350	0.2	70	78
2/18/14	Delaney	Review and draft response to correspondence from Mr. Bordwin regarding the proposed stipulated order to employ GA Keen.	350	0.3	105	78

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2/18/14	Benezra	Correspondence from Harold Bordwin regarding Keen retention; correspondence from Michael Delaney regarding Keen retention; correspondence from Ashley McDow.	685	0.1	68.5	78
2/19/14	Delaney	Confer with Ms. McDow regarding the redline version of proposed stipulated order to employ GA Keen from MSCI.	350	0.2	70	78
2/19/14	Delaney	Review/revise redline version of proposed stipulated order to employ GA Keen from MSCI.	350	0.4	140	78
2/20/14	Delaney	Review/revise the proposed stipulated order to employ GA Keen Realty.	350	0.4	140	78
2/20/14	Delaney	Review correspondence from and telephone call to Ms. Muir regarding proposed stipulated order to employ GA Keen Realty.	350	0.2	70	78
2/20/14	Delaney	Draft correspondence to Mr. Bordwin regarding the proposed stipulated order to employ GA Keen Realty.	350	0.2	70	78
2/21/14	Delaney	Review/revise the proposed stipulated order to employ GA Keen to incorporate additional revisions.	350	0.2	70	78
2/21/14	Delaney	Confer with Mr. Bordwin regarding the proposed revisions to the stipulated order to employ GA Keen.	350	0.2	70	78
2/21/14	Delaney	Confer with opposing counsel regarding the proposed revisions to the stipulated order to employ GA Keen.	350	0.2	70	78
2/26/14	Delaney	Telephone call to opposing counsel regarding stipulated order approving GA Keen Advisors employment application.	350	0.1	35	79
2/27/14	Delaney	Confer with opposing counsel regarding proposed revisions to the stipulated order to employ GA Keen Realty.	350	0.2	70	79
2/27/14	Delaney	Incorporate proposed revisions to the stipulated order to employ GA Keen Realty into the current version of the same.	350	0.3	105	79
3/11/14	Delaney	Draft correspondence to Mr. Oliner and Mr. Bordwin regarding the rejection of the stipulated order and need to prepare stipulation and separate order to resolve disputes regarding the employment of GA Keen Realty .	350	0.2	70	79
3/20/14	Delaney	Draft order approving the application to employ GA Keen Realty.	350	0.4	140	79
3/20/14	Delaney	Draft order approving the stipulation regarding the modification of retention agreement and employment of GA Keen Realty.	350	0.4	140	79



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3/20/14	Delaney	Draft stipulation regarding the modification of retention agreement and employment of GA Keen Realty.	350	1	350	79
3/25/14	Delaney	Review and draft response to correspondence from Mr. Bordwin regarding the GA Keen Realty stipulation and proposed orders.	350	0.2	70	79
4/1/14	Delaney	Draft correspondence to Mr. Bordwin regarding application to employ GA Keen Realty pursuant to revised retention agreement.	350	0.2	70	80
4/1/14	Delaney	Draft notice of application to employ GA Keen Realty pursuant to revised retention agreement.	350	0.6	210	80
4/1/14	Delaney	Draft revised retention agreement with GA Keen Realty incorporating revisions in accordance with MSCJ stipulation.	350	1.4	490	80
4/1/14	Delaney	Draft application to employ GA Keen Realty pursuant to revised retention agreement.	350	1.2	420	80
4/2/14	Delaney	Review/revise notice of application to employ GA Keen Realty pursuant to revised retention agreement.	350	0.3	105	80
4/2/14	Delaney	Review/revise notice of application to employ GA Keen Realty pursuant to revised retention agreement.	350	0.4	140	80
4/3/14	Delaney	Review and draft response to correspondence from GA Keen Realty regarding the revised retention agreement and GA Keen employment application.	350	0.2	70	80
4/15/14	Delaney	Prepare amended GA Keen employment application for filing.	350	0.4	140	80
4/15/14	Delaney	Finalize amended GA Keen retainer agreement.	350	0.4	140	81
4/15/14	Delaney	Prepare notice of amended GA Keen employment application for filing.	350	0.3	105	81
4/15/14	Delaney	Confer with GA Keen regarding employment application and retainer agreement, and proposed settlement discussions with MSCJ.	350	0.5	175	81
5/2/14	Benezra	Call to Harold Bordwin regarding retention.	685	0.2	137	81
5/2/14	Benezra	Correspondence from Pamela Muir regarding Taban Letter of Interest; correspondence from Harold Bordwin regarding retention.	685	0.1	68.5	81
5/7/14	Benezra	Correspondence from Harold Bordwin regarding broker retention.	685	0.1	68.5	82
5/10/14	McDow	Conference call with Matthew Bordwin of GA Keen regarding negotiations with lender and status of hearing on motion to employ GA Keen.	500	0.2	100	82

Date	Professional	Task	Rate	Time	Billed	Page
5/13/14	McDow	Conference call with Matthew Bordwin regarding status of negotiations relating to employment of GA Keen and correspondence to/from Ron Oliner regarding same.	500	0.2	100	82
6/4/14	McDow	Confer with Danny Levene regarding status of employment of GA Keen.	500	0.1	50	82
6/12/14	McDow	Correspondence to/from Matthew Bordwin regarding status of employment application of GA Keen and recent conversations with counsel for MSCl relating to same.	500	0.2	100	82
2/11/14	McDow	Correspondence to Harold Bordwin of Great American regarding potential resolutions for objections of lender to employment application of Keen Realty.	500	0.1	50	85
2/13/14	McDow	Review and revise stipulated order regarding retention of GA Keen.	500	0.2	100	85
2/18/14	McDow	Correspondence to Ron Oliner regarding remaining objections to stipulated order regarding employment of GA Keen.	500	0.1	50	85
4/28/14	McDow	Review and analyze Objection of MSCl to debtor's amended application to employ GA Keen and assess need to respond based on content of same.	500	0.2	100	85
5/9/14	McDow	Correspondence to/from Matthew Bordwin regarding status of employment of GA Keen.	500	0.1	50	86
8/20/13	Fradkin	[*]Draft Applications for Employment of Property Manager and Real Estate broker and all supporting documents.	290	3.3	957	88
10/3/13	Benezra	Correspondence from Danny Levine regarding broker retention.	655	0.1	65.5	101
10/25/13	Benezra	Review file regarding broker retention; conference call with Matt, Harold, Danny and Ashley McDow regarding broker retention; correspondence from Ashley McDow regarding Stipulation regarding Receiver.	655	0.9	589.5	102
10/18/13	McDow	Meeting with Marc Benezra regarding strategy for meeting with Ron Oliner and retention of listing broker and subsequent sale of property.	500	1.1	550	116
4/2/14	Benezra	Correspondence to/from Michael Delaney regarding Motion to Employ G.A. Keen; review and revise draft Settlement Proposal; review and revise draft papers regarding Retention of GA Keen.	685	0.9	616.5	122
4/17/14	Benezra	[C]orrespondence to Michael Delaney regarding broker retention (.1).	685	0.1	68.5	122

Date	Professional	Task	Rate	Time	Billed	Page
4/17/14	Benezra	Correspondence to/from and conference with Michael Delaney regarding broker retention; conference with Michael Delaney regarding broker retention.	685	0.4	274	122
5/1/14	Fuller	[*]Review and analyze valuation and broker issues and pleadings filed related to employment of broker.	420	2	840	125
1/9/14	Benezra	Conference with Michael Delaney regarding Keen Retention Agreement (.30).	685	0.3	205.5	136
1/23/14	Benezra	[*]Review draft application to employ Keen Realty.	685	0.6	411	137
2/12/14	Ojeda	Review pleadings; draft Order to Employ GA Keen.	155	0.5	77.5	140
2/24/14	Fischbach	Review correspondence from MSCI's counsel regarding response to settlement offer (.4)	485	0.4	194	149
2/5/14	McDow	[M]eeting with Ron Oliner regarding results of same and potential resolution of objections to GA Keen employment application [estimated due to lumping]	500	1.5	750	155
				<u>105.8</u>	<u>50666.5</u>	

**Table 27.1: Second Interim Fee Application: Retention and Employment of Keen**

([\*] Denotes entries disallowed elsewhere.)

Date	Professional	Task	Rate	Time	Billed	Page
12/5/14	McDow	Correspondence to/from Alice Makroyan, counsel for one of the beneficiaries, regarding status of broker employment	500	0.1	50	6
11/10/14	Delaney	Prepare for and confer with Mr. Bordwin regarding stipulation to approve GA Keen employment application and associated order, and marketing of the property	350	0.3	105	12
1/15/15	McDow	Conference call with Rob Tramantano regarding discussions with various prospects, status of employment application for Keen Summit, and approval of marketing materials	530	0.3	159	15
11/5/14	McDow	Meetings with Ron Oliner, counsel for MSCI, regarding proposed compromise with respect to "objections" to retention of broker and timing with respect to sale of property	500	0.8	400	46
11/7/14	Delaney	Review and draft response to correspondence from MSCI counsel regarding stipulation to approve amended GA Keen employment application	350	0.2	70	46

Date	Professional	Task	Rate	Time	Billed	Page
11/17/14	McDow	Conference call with Ron Oliner regarding status of stipulation and order to employ GA Keen	500	0.1	50	46
11/21/14	McDow	Correspondence to/from Ron Oliner regarding status of revised stipulation and order authorizing employment of GA Keen	500	0.2	100	46
12/1/14	McDow	Correspondence to/from and conference call with Ron Oliner regarding status of retention order for GA Keen	500	0.2	100	47
12/2/14	Delaney	Confer with MSCI counsel regarding the GA Keen employment stipulation	350	0.2	70	47
12/2/14	Delaney	Review and draft response to correspondence from MSCI counsel regarding GA Keen employment stipulation	350	0.2	70	47
1/20/15	McDow	Conference call with Ron Oliner regarding transition of GA Keen to Keen Summit	530	0.1	53	47
11/4/14	Delaney	Draft analysis of MSCI objection to amended GA Keen employment application and potential solutions to objections	350	0.3	105	66
11/18/14	McDow	[*]Correspondence to/from Harold Bordwin regarding status of revised retention	500	0.1	50	77
11/19/14	Delaney	[*]Conference call with GA Keen Realty regarding case status and employment stipulation	350	0.3	105	77
11/19/14	McDow	[*]Conference call with representatives of GA Keen and Michael Delaney regarding status of retention	500	0.1	50	77
11/26/14	McDow	[*]Correspondence to/from Harold Bordwin of GA Keen regarding status of retention order	500	0.1	50	78
12/4/14	Delaney	[*]Draft correspondence to GA Keen regarding the executed employment stipulation	350	0.2	70	78
12/5/14	Delaney	[*]Review and draft response to correspondence from GA Keen regarding employment stipulation	350	0.1	35	78
12/16/14	McDow	[*]Correspondence to and telephone call to Chris Mahoney regarding status of employment order, valuation of properties, and direct communication with Pat Galentine	500	0.2	100	78
1/13/15	McDow	[*]Conference call with representatives of Keen Summit and Michael Delaney regarding transition between firms and most efficient and effective manner in which to effectuate same	530	0.4	212	78

Date	Professional	Task	Rate	Time	Billed	Page
1/16/15	McDow	[*]Correspondence by and among representatives of Keen Summit regarding assignment documentation to be filed	530	0.1	53	78
11/6/14	Delaney	Draft stipulation with MSCI to approve amended GA Keen employment application	350	1.7	595	89
11/6/14	Delaney	Draft proposed order approving stipulation to approve amended GA Keen employment application	350	0.3	105	89
11/6/14	Delaney	[*]Confer with Ms. McDow regarding stipulation to approve amended GA Keen employment application and associated orders	350	0.2	70	89
11/6/14	McDow	Review Stipulation Regarding the Employment of GA Keen Realty Advisors, LLC As Real Estate Broker For The Estate, order approving same, and proposed Order Approving Retention of GA Keen and confer with Michael Delaney regarding same	500	0.2	100	89
11/7/14	Delaney	Telephone call with Mr. Bordwin regarding stipulation to approve amended GA Keen employment application and associated orders	350	0.2	70	89
11/7/14	Delaney	Draft further correspondence to GA Keen regarding stipulation to approve amended GA Keen employment application	350	0.2	70	89
11/7/14	McDow	Confer with Michael Delaney regarding modifications to stipulation and order regarding retention of GA Keen proposed by GA Keen and appropriate modifications to be incorporated before sending to MSCI	500	0.2	100	89
12/2/14	Delaney	Review most recent version of GA Keen employment stipulation in preparation for call with MSCI Counsel	350	0.2	70	89
12/5/14	Delaney	Finalize GA Keen employment stipulation and prepare same for filing	350	0.2	70	89
11/5/14	Delaney	Confer with Ms. McDow regarding the preparation of a stipulation with MSCI regarding the amended GA Keen employment application	350	0.2	70	95
				<b>8.2</b>	<b>3377</b>	

**Table 28: First Interim Fee Application: MSCI Settlement and 9019 Motion**

([\*] Denotes entries disallowed elsewhere.)

<b>Date</b>	<b>Professional</b>	<b>Task</b>	<b>Rate</b>	<b>Time</b>	<b>Billed</b>	<b>Page</b>
8/14/14	Benezra	Correspondence to/from Ashley McDow regarding settlement counter.	685	0.1	68.5	6
9/17/13	McDow	Telephone conference with Ron Oliner regarding treatment of MSCI claim and possible resolution of 543 motion.	500	0.3	150	14
10/23/13	Benezra	Correspondence to/from Ashley McDow regarding settlement communication from Oliner and case administration .	655	0.1	65.5	17
12/18/13	Benezra	[V]oicemail to Don Scoggins regarding correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI; call to Pamela Muir regarding correspondence to MSCIs counsel setting forth terms of settlement offer and outlining client's claims against MSCI; review file; conference with Ryan Fishbach regarding correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI (.20).	655	0.2	131	23
1/10/14	Benezra	Review Receiver's December 2013 Monthly Report; correspondence from Don Scoggins (.40); correspondence to Pamela Muir and Don Scoggins; review file regarding settlement letter to Ron Oliner; conference with Ashley McDow regarding settlement letter to Ron Oliner(1.50).	685	1.9	1301.5	23
1/21/14	Benezra	Correspondence to Ashley McDow regarding settlement letter to Ron Oliner; review file regarding settlement letter to Ron Oliner.	685	0.3	205.5	24
1/21/14	Benezra	Correspondence to/from Ashley McDow regarding settlement letter to Ron Oliner.	685	0.1	68.5	24
1/30/14	Benezra	Conference with Ashley McDow regarding settlement letter.	685	0.1	68.5	25
3/13/14	Benezra	Conference with Ashley McDow regarding results of hearing and potential terms of settlement.	685	0.2	137	29
3/13/14	Benezra	Conference with Ashley McDow regarding results of hearing and potential terms of settlement.	685	0.1	68.5	29
4/3/14	Benezra	Call from Don Scoggins regarding settlement proposal.	685	0.3	205.5	29

Date	Professional	Task	Rate	Time	Billed	Page
4/3/14	Benezra	Correspondence from Michael Delaney regarding settlement proposal; correspondence to Roxanne Ojeda; correspondence from Roxanne Ojeda; correspondence to Pamela Muir regarding settlement proposal.	685	0.2	137	29
3/24/14	Benezra	Correspondence from Ashley McDow regarding terms of settlement proposal.	685	0.3	205.5	29
3/24/14	Benezra	Correspondence to Ashley McDow regarding terms of settlement proposal.	685	0.1	68.5	29
5/6/14	Benezra	Correspondence to/from Peter James regarding settlement strategy	685	0.1	68.5	32
5/9/14	Benezra	Correspondence from Ron Oliner regarding settlement proposal; correspondence to/from Ashley McDow regarding settlement proposal; correspondence to Pamela Muir regarding settlement proposal; correspondence to Lars Fuller regarding settlement proposal; correspondence from Harold Bordwin.	685	0.2	137	33
5/28/14	Benezra	Correspondence from Ashley McDow regarding settlement communications with MSCI.	685	0.1	68.5	33
6/2/14	Benezra	[*]Correspondence from Ashley McDow regarding MSCI communication; correspondence to Don Scoggins regarding MSCI communication; correspondence to/from Lars Fuller regarding MSCI communication.	685	0.1	68.5	34
6/26/14	Delaney	Draft detailed report regarding the status of the proposed settlement with MSCI, the outcome of the status conferences for adversary proceeding and bankruptcy case, and the meeting with Mr. Palmieri and counsel for MSCI.	350	1.4	490	35
6/27/14	Benezra	Voicemails to Don Scoggins; call to Pamela Muir regarding settlement strategy v.v. MSCI; correspondence to Michael Delaney and Ashley McDow regarding settlement strategy v.v. MSCI.	685	0.3	205.5	36
7/9/14	Benezra	Correspondence to Pamela Muir regarding settlement strategy.	685	0.1	68.5	36
8/29/14	McDow	Conference call with Pamela Muir regarding terms of counter-proposal proposed by MSCI.	500	0.3	150	39
8/29/14	Delaney	[*]Meeting with Ms. McDow and Ms. Muir regarding status of case and settlement negotiations.	350	0.4	140	39

Date	Professional	Task	Rate	Time	Billed	Page
9/30/14	McDow	Review relevant settlement correspondence and most recent term sheet in preparation for meeting with Pamela Muir, Don Scoggins, beneficiaries of probate estate (and counsel for same)	500	0.6	300	40
12/12/13	McDow	Meeting with Marc Benezra regarding potential settlement proposal to lender regarding acceptable prices at which to sell property and bankruptcy specific provisions of the retention agreement with Keen.	500	0.5	250	44
12/17/13	McDow	Meeting with Marc Benezra regarding consensual plan terms to be proposed to counsel for lender in the event sale is unsuccessful.	500	0.5	250	44
12/18/13	Fischbach	[S]tart review of background materials for correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI (1.6).	470	1.6	752	44
12/18/13	Benezra	Conference with Ashley McDow regarding correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI.	655	0.7	458.5	44
12/19/13	Fischbach	[W]ork on draft settlement correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI (1.5).	470	1.5	705	44
12/20/13	Fischbach	Work on and revise draft settlement correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI.	470	1.7	799	45
12/21/13	Benezra	Review and revise draft letter to Ron Oliner.	655	0.8	524	45
12/23/13	Fischbach	Review research regarding and work on and review draft settlement correspondence to MSCI's counsel (1.40); conference with Ashley McDow and follow up regarding bankruptcy plan elements for settlement correspondence to MSCI (.30).	470	1.7	799	45
12/26/13	McDow	Review and revise proposed settlement letter to Ron Oliner.	500	3.2	1600	45
12/27/13	Fischbach	Conference regarding and review proposed edits to draft settlement correspondence to MSCI (.50); review file and research regarding and work on revisions to draft settlement correspondence (1.0).	470	1.5	705	45
12/27/13	McDow	Review and revise revised settlement letter to Ron Oliner.	500	0.3	150	45



Date	Professional	Task	Rate	Time	Billed	Page
5/2/14	Benezra	[*]Correspondence from Ashley McDow regarding settlement discussions/strategy.	685	0.2	137	45
9/16/14	Delaney	Confer with Ms. McDow regarding settlement counter-proposal	350	0.2	70	60
9/16/14	Delaney	Telephone call to client regarding settlement proposal	350	0.1	35	60
10/28/13	McDow	Conference call with Ron Oliner regarding agenda for settlement meeting.	500	0.2	100	62
10/28/13	McDow	Prepare for settlement meeting with Ron Oliner, including reviewing various pleadings and correspondence.	500	0.4	200	62
10/29/13	Benezra	Prepare for Ron Oliner meeting; call to Ashley McDow regarding Oliner meeting.	655	0.4	262	62
10/29/13	McDow	Settlement meeting with Ron Oliner and Marc Benezra regarding potential exit strategies for case and follow up meeting with Marc Benezra regarding results of same and next steps to be taken.	500	2.1	1050	62
10/29/13	Benezra	[*]Correspondence to Ron Oliner on follow-up to meeting; correspondence to/from Pamela Muir regarding Ron Oliner's meeting.	655	0.3	196.5	62
10/29/13	Benezra	[*]Meeting with Ron Oliner and Ashley McDow	655	1.6	1048	62
10/29/13	Benezra	[*]Prepare summary of notes from Ron Oliner meeting.	655	0.5	327.5	62
11/19/13	McDow	Conference call with Ron Oliner regarding tentative rulings and potential for follow up settlement negotiations following hearings.	500	0.3	150	62
12/4/13	McDow	[*]Conference call with Ron Oliner and Marc Benezra regarding manner in which to proceed	500	0.3	150	63
12/4/13	Benezra	[*]Conference with Ashley McDow regarding call with Ron Oliner; conference call with Ron Oliner and Ashley McDow regarding manner in which to proceed by MSCI; conference call with Pamela Muir and Ashley McDow regarding call with Ron Oliner.	655	0.6	393	63
12/6/13	Benezra	Conference call with Pamela Muir and Don Scoggins regarding 12/4 call with Ron Oliner; correspondence to Ron Oliner in follow up to call with Pam Muir and Don Scroggins.	655	0.9	589.5	63
12/10/13	McDow	Conference call with Ron Oliner regarding status and possible contours of settlement proposal.	500	0.2	100	63

Date	Professional	Task	Rate	Time	Billed	Page
12/17/13	Benezra	Review file regarding settlement discussions; correspondence to Ashley McDow regarding settlement discussions; correspondence to/from Ron Oliner regarding settlement discussions.	655	0.3	196.5	63
12/17/13	Benezra	Call to Ron Oliner regarding settlement discussions.	655	0.5	327.5	63
1/13/14	McDow	Conference call with Ron Oliner regarding need to extend stipulation and status of settlement proposal.	500	0.2	100	64
1/17/14	McDow	Conference call with Ron Oliner regarding status of Century 21 lease, budget proposed by receiver, stipulation relating to 543, and status of settlement offer.	500	0.3	150	64
2/4/14	McDow	Conference call with Ron Oliner regarding content of settlement offer.	500	0.3	150	64
2/11/14	Benezra	Correspondence from Ron Oliner regarding settlement letter; correspondence to Pamela Muir regarding settlement letter.	685	0.1	68.5	64
2/24/14	Benezra	Correspondence from Ron Oliner regarding response to our settlement letter; review response to our settlement letter; correspondence to Pamela Muir regarding response to our settlement letter; prepare for noon call; review file; correspondence to Ashley McDow regarding response to our settlement letter.	685	0.4	274	65
3/13/14	McDow	Conference call with Ron Oliner regarding terms of potential settlement and meetings with Marc Benezra regarding results of hearing and potential terms of settlement.	500	0.3	150	65
3/14/14	McDow	Conference call with Ron Oliner regarding parameters for potential global settlement.	500	0.1	50	65
3/17/14	McDow	Conference calls with and correspondence to/from Ron Oliner regarding potential terms surrounding disposition of property.	500	0.3	150	65
4/1/14	McDow	Conference call with Ron Oliner regarding potential settlement terms.	500	0.4	200	65
4/7/14	McDow	Conference calls with Ron Oliner regarding response to settlement offer.	500	0.4	200	65
4/16/14	Benezra	Call from Ron Oliner regarding settlement.	685	0.2	137	65

Date	Professional	Task	Rate	Time	Billed	Page
4/16/14	Benezra	[*]Voicemails to/from Ron Oliner regarding settlement; conference with Ashley McDow and Michael Delaney regarding Hearing and next steps; conference with Ryan Fischbach regarding Hearing and next steps; correspondence to/from Lars Fuller regarding Hearing and next steps.	685	0.5	342.5	65
4/16/14	McDow	Telephone calls to/from Ron Oliner regarding potential settlement.	500	0.1	50	65
4/21/14	McDow	Conference calls with Ron Oliner regarding settlement prospects for case and "adequate protection" payments and correspondence to/from Ron Oliner and Pat Galentine regarding latter.	500	0.3	150	66
4/28/14	McDow	[*]Conference calls with Ron Oliner regarding settlement negotiations, scheduling order, and motion to employ GA Keen.	500	0.7	350	66
4/29/14	McDow	Correspondence to/from and conference calls with Ron Oliner regarding meeting with potential purchasers and likely terms of offer which will be acceptable to lender.	500	0.4	200	66
5/6/14	McDow	Meeting with Peter James regarding structure of settlement to be proposed to lender and proposed purchaser and conference calls with and correspondence to/from Ron Oliner regarding structure of same.	500	0.9	450	66
5/7/14	McDow	Review and revise settlement proposal to be sent to Ron Oliner.	500	1.9	950	66
5/8/14	McDow	Correspondence to/from Ron Oliner regarding status of offer made.	500	0.2	100	66
5/9/14	McDow	Conference calls with Ron Oliner regarding terms of settlement proposal.	500	0.3	150	66
5/14/14	McDow	Conference call with Ron Oliner regarding status of offer and relevant discussions with client regarding same.	500	0.2	100	66
5/20/14	McDow	Conference call with Ron Oliner regarding status of counter-offer from lender/special servicer.	500	0.1	50	66
5/28/14	McDow	Conference call with Ron Oliner regarding status of lender/servicer response to offer.	500	0.1	50	66
6/2/14	McDow	Correspondence to/from and conference call with Ron Oliner regarding status of response from client and forward to client regarding same.	500	0.2	100	66
6/9/14	McDow	Conference call with and correspondence from Ron Oliner regarding need for assumptions upon which appraisal was based.	500	0.2	100	67

Date	Professional	Task	Rate	Time	Billed	Page
6/10/14	Delaney	Review correspondence from MSCI regarding valuation assumptions needed in order to advance settlement discussions and/or the sale of the properties.	350	0.2	70	67
6/13/14	Delaney	Review email from MSCI's counsel identifying which valuation assumptions MSCI requires to move negotiations forward.	350	0.3	105	67
6/13/14	McDow	Correspondence to/from Ron Oliner regarding assumptions underlying valuation conducted by Colliers and correspondence to Michael Delaney regarding same.	500	0.2	100	67
6/23/14	McDow	Conference calls with Ron Oliner regarding terms of counter-proposal.	500	0.4	200	67
6/25/14	Delaney	Meeting with counsel for MSCI regarding proposed settlement and potential mediation.	350	0.8	280	67
7/16/14	McDow	Meeting with Ron Oliner regarding status of counter-offer and general structure and terms of same	500	0.9	450	67
7/23/14	Benezra	Correspondence to/from Ashley McDow regarding settlement discussions; correspondence to Don Scoggins regarding settlement communication from Ron Oliner review settlement communication from Ron Oliner.	685	0.3	205.5	68
7/23/14	McDow	Correspondence to/from Ron Oliner regarding counter-proposal, review and analyze same, and correspondence to client regarding same	500	0.4	200	68
7/29/14	McDow	Correspondence to/from Ron Oliner regarding current calculation of DPO amount	500	0.2	100	68
7/30/14	Fuller	[*]Review and analyze MSCI settlement communication.	420	0.2	84	68
7/30/14	Fuller	[*]Teleconference with Mr. Benezra regarding MSCI settlement communication and exit strategies.	420	0.6	252	68
7/31/14	Benezra	Review settlement proposal (including correspondence from Lars Fuller).	685	0.4	274	68
7/31/14	Benezra	Conference with Peter James regarding settlement.	685	0.3	205.5	68
7/31/14	Fuller	[*]Review MSCI settlement communication and draft spreadsheet analyzing settlement offer, and impact of alternate sale prices.	420	1	420	68
8/8/14	McDow	Conference call with Ron Oliner regarding status of Debtor's evaluation of offer, service of first amended complaint in adversary proceeding, and approach for upcoming status conferences.	500	0.3	150	68

Date	Professional	Task	Rate	Time	Billed	Page
8/15/14	McDow	Review and revise term sheet to be sent to MSCI.	500	0.8	400	69
8/19/14	McDow	Finalize counter-proposal to be sent to MSCI and correspondence to/from Ron Oliner and to client regarding same.	500	1.1	550	69
8/19/14	McDow	Conference call with Ron Oliner regarding approach for hearings in light of status of settlement offers.	500	0.3	150	69
8/19/14	McDow	Finalize counter-proposal to be sent to MSCI and correspondence to/from Ron Oliner regarding same.	500	0.9	450	69
8/20/14	McDow	Meeting with Ron Oliner regarding terms of counter proposal.	500	1.8	900	69
8/26/14	McDow	Conference call with Ron Oliner regarding status of counter-offer, employment of broker, and service on LNR.	500	0.1	50	69
8/27/14	McDow	Conference call with Ron Oliner, counsel for MSCI, regarding potential terms of settlement.	500	0.5	250	69
9/2/14	McDow	Conference call with Ron Oliner regarding likely terms of counter-proposal to MSCI	500	0.3	150	69
9/3/14	Delaney	Draft counter-proposal to MSCI regarding the division of excess sale proceeds	350	1.2	420	69
9/3/14	Delaney	Draft detailed correspondence to client regarding counter-proposal to MSCI regarding the division of excess sale proceeds and potential net sale proceeds	350	0.7	245	69
9/3/14	Delaney	Confer with Ms. McDow regarding counter-proposal to MSCI regarding the division of excess sale proceeds	350	0.2	70	69
9/4/14	Delaney	Finalize client correspondence regarding step-up counter-proposal for the division of any sale proceeds in excess of the MSCI claim and costs of sale	350	0.4	140	70
9/4/14	Benezra	[*]Correspondence from Ashley McDow regarding settlement discussions.	685	0.2	137	70
9/5/14	Benezra	Correspondence to Lars Fuller regarding proposed settlement counter-proposal; evaluate proposed settlement counter-proposal.	685	0.5	342.5	70
9/5/14	Delaney	Confer with Ms. Muir regarding step-up counter-proposal regarding the division of sale proceeds in excess of MSCI pay-off and brokers' commissions	350	0.2	70	70
9/5/14	Delaney	Review and revise step-up counter-proposal regarding the division of sale proceeds in excess of MSCI payoff and brokers' commissions	350	0.2	70	70

Date	Professional	Task	Rate	Time	Billed	Page
9/5/14	Delaney	Draft correspondence to opposing counsel regarding step-up counter-proposal regarding the division of sale proceeds in excess of MSCI pay-off and brokers' commissions	350	0.1	35	70
9/9/14	McDow	Conference call with Ron Oliner regarding response to most recent counter	500	0.1	50	70
9/10/14	McDow	Conference call with Ron Oliner regarding most recent terms of counter-offer	500	0.7	350	70
9/12/14	Delaney	Confer with Ms. McDow regarding MSCI's response to counter-proposal and counter thereto	350	0.3	105	70
9/12/14	Delaney	Draft proposed counter-proposal to MSCI regarding the division of sale proceeds.	350	0.9	315	70
9/17/14	McDow	Conference call with Ron Oliner regarding terms of potential settlement	500	0.2	100	70
9/23/14	McDow	Conference call with Ron Oliner regarding "final" settlement proposal	500	0.4	200	70
9/24/14	McDow	Meetings with Ron Oliner to discuss final terms of settlement	500	2.2	1100	70
9/26/14	McDow	Correspondence to/from Ron Oliner regarding next steps to be taken with respect to documenting settlement	500	0.1	50	71
9/29/14	McDow	Conference call with Ron Oliner regarding finalizing term sheet	500	0.1	50	71
9/29/14	Delaney	Draft final term sheet for MSCI settlement/plan support agreement	350	1.9	665	71
9/30/14	McDow	Conference call with Ron Oliner regarding status of "final" term sheet	500	0.1	50	71
1/3/14	Fischbach	Conference with Ms. Muir regarding draft settlement correspondence to MSCI and revisions to same.	485	0.25	121.25	74
1/14/14	Fischbach	[*]Work on and revise draft settlement letter to MSCI; conference regarding same.	485	2.25	1091.25	75
1/15/14	Fischbach	[*]Conferences regarding and work on and revise draft settlement proposal to MSCI, including revisions.	485	1.75	848.75	75
1/24/14	Fischbach	[*]Conference with Marc Benezra regarding revisions to draft settlement demand (.4); work on revisions to draft settlement demand, including additions to statement of facts; review file regarding same (2.6).	485	3	1455	75
1/26/14	Fischbach	[*]Review file regarding and work on and revise draft settlement demand.	485	2.25	1091.25	76
1/27/14	Fischbach	[*]Review research regarding and work on and revise draft settlement demand (2.7); fconference [sic] with Marc Benezra regarding draft settlement demand (.3).	485	3	1455	76

Date	Professional	Task	Rate	Time	Billed	Page
1/31/14	Fischbach	[*]Work on and revise and finalize settlement demand to MSCI; review research regarding same; conferences regarding same. (No Charge)	485	3.5	1697.5	77
9/16/13	Benezra	[*]Conference with Ashley McDow regarding call with Ron Oliner; conference call with Ron Oliner and Ashley McDow.	655	0.4	262	92
9/16/13	McDow	Conference calls with Ron Oliner and Ron Oliner and Marc Benezra regarding potential resolution of turnover motion.	500	0.3	150	92
9/17/13	McDow	Conference call with Ron Oliner, counsel for the lender, regarding consensual resolution of the plan [as amended, ECF 350 at 185]	500	0.6	300	92
9/24/13	McDow	[*]Meeting with Marc Benezra to analyze Bring Current Statement for purposes of identifying appropriate settlement position in preparation for meeting with Ron Oliner.	500	0.3	150	96
10/28/13	Benezra	Conference call with Pamela Muir and Ashley McDow regarding meeting with Ron Oliner; correspondence to Pamela Muir regarding meeting with Ron Oliner.	655	1.3	851.5	102
10/28/13	Benezra	Prepare for tomorrow's meeting with Ron Oliner; correspondence to/from Ashley McDow regarding meeting with Ron Oliner; correspondence to Pamela Muir regarding meeting with Ron Oliner.	655	0.4	262	102
10/28/13	Benezra	Conference with Ashley McDow regarding meeting with Ron Oliner; prepare for tomorrow's meeting with Ron Oliner; review file.	655	1	655	102
12/18/13	Benezra	Conference with Ryan Fischbach regarding correspondence to MSCI's counsel setting forth terms of settlement offer and outlining client's claims against MSCI.	655	0.9	589.5	102
10/28/13	McDow	Conference call with Marc Benezra and Pamela Muir regarding decisions to be made with respect to settlement meeting and protocol for same.	500	1.1	550	115
10/23/13	McDow	Prepare memorandum of status of case and proposed exit strategy for debtor in preparation for meeting with Marc Benezra and with Ron Oliner.	500	2.7	1350	116
10/24/13	McDow	Prepare for and meet with Marc Benezra regarding status of case, including upcoming settlement negotiations with lender, need for discussions with Keen Realty and Pam Muir, and motions to be filed in case; correspondence to Matthew Bordwin regarding need for conference call.	500	1.8	900	116

Date	Professional	Task	Rate	Time	Billed	Page
10/31/13	McDow	Conference call with members of Keen Realty and Marc Benezra regarding impact of meeting with lender on strategy moving forward.	500	0.4	200	116
11/5/13	McDow	[*]Conference call with Pamela Muir, Don Scoggins and Marc Benezra regarding summary of settlement meeting with counsel for lender and direction in which to proceed based upon same.	500	1.4	700	117
11/5/13	Benezra	Conference call with Pamela Muir, Don Scoggins and Ashley McDow regarding summary of settlement meeting with counsel for lender and direction in which to proceed based upon same.	655	1.4	917	117
1/10/14	McDow	[*]Conduct additional research regarding circumstances in order to finalize proposed settlement letter; finalize settlement letter and discuss same with Marc Benezra. (No Charge)	500	2.6	1300	117
1/21/14	McDow	[*]Review materials relating to enforcement of make-whole premiums in bankruptcy in order to incorporate portions of same into settlement proposal to be sent to counsel for lender; correspondence to Marc Benezra regarding same. (No Charge)	500	0.6	300	118
2/10/14	Fischbach	Conference regarding status of negotiations with MSCI and amendment to complaint; review Pre-Loan Assumption Agreement regarding same.	485	1.2	582	118
3/24/14	McDow	Correspondence to/from Marc Benezra regarding terms of settlement proposal.	500	0.2	100	121
4/1/14	Delaney	Draft/revise potential settlement proposal to MSCI.	350	1.4	490	121
4/1/14	Delaney	Attend meeting with Ms. McDow regarding potential settlement proposal to MSCI.	350	0.3	105	121
4/1/14	McDow	Strategize with Michael Delaney regarding terms to be proposed to Ron Oliner.	500	0.5	250	121
4/1/14	McDow	Meeting with Marc Benezra regarding modifications to be made to term sheet.	500	0.4	200	121
4/1/14	Benezra	Review and revise draft settlement proposal; conference with Ashley McDow regarding settlement term sheet; correspondence to Ashley McDow and Michael Delaney regarding settlement term sheet.	685	1.1	753.5	121
4/1/14	Benezra	Review and revise draft settlement proposal; correspondence from Michael Delaney regarding settlement term sheet; conference with Michael Delaney regarding settlement term sheet.	685	0.5	342.5	121



Date	Professional	Task	Rate	Time	Billed	Page
4/2/14	Delaney	Review/revise term sheet for proposed settlement with MSCI.	350	0.3	105	122
4/3/14	Delaney	Draft correspondence to Mr. Oliner regarding proposed settlement with MSCI.	350	0.2	70	122
4/3/14	Delaney	Review/revise proposed settlement term sheet regarding MSCI plan treatment	350	0.4	140	122
4/10/14	McDow	Conference call with Pamela Muir, Donald Scoggins, Marc Benezra, and Michael Delaney regarding parameters of potential settlement and amended plan of reorganization.	500	1.1	550	122
4/29/14	Benezra	Review correspondence from Ron Oliner and file regarding prior settlement discussions/offers.	685	0.4	274	124
5/1/14	Fuller	[*]Teleconference with Mr. Benezra regarding status, settlement communications, disputed issues, and strategies.	420	1.2	504	125
5/2/14	McDow	Conference call with Peter James and Lars Fuller regarding exit strategy, including consideration of current offer, settlement parameters, and approach moving forward.	500	1	500	125
5/5/14	Fuller	[*]Teleconference with Mr. Benezra regarding settlement communications, strategies, dispute claim issues, and confirmation concerns.	420	0.8	336	125
5/6/14	Benezra	[*]Call from Lars Fuller regarding settlement strategy; correspondence to Lars Fuller.	685	1.2	822	126
5/6/14	Benezra	[*]Correspondence from Peter James regarding settlement strategy; conference with Peter James regarding settlement strategy.	685	0.2	137	126
5/6/14	Fuller	[*]Teleconference with Mr. Benezra regarding settlement status, strategies, and confirmation issues.	420	1.1	462	126
5/7/14	McDow	Meetings with Marc Benezra, Peter James, and John Cermak regarding structure of settlement to be made to MSCI.	500	2.3	1150	126
5/7/14	McDow	Conference call with Pamela Muir, Marc Benezra, and Peter James regarding modification of settlement proposal to be made to MSCI.	500	0.5	250	126
5/7/14	Benezra	Conference with John Cermak, Peter James and Ashley McDow regarding settlement posture/case administration; voicemails to Pamela Muir and Don Scoggins.	685	1	685	126

Date	Professional	Task	Rate	Time	Billed	Page
5/7/14	Fuller	[*]Teleconferences with Mr. Benezra regarding settlement communications, broker engagement, and administrative claims.	420	0.5	210	126
5/9/14	Benezra	[*]Call from Lars Fuller regarding settlement proposal.	685	0.2	137	127
5/19/14	McDow	Conference call with Pamela Muir, Donald Scoggins, and Marc Benezra regarding status of settlement efforts.	500	0.4	200	127
5/23/14	Fuller	[*]Teleconference with Mr. Benezra regarding settlement status, strategies, and confirmation issues.	420	0.7	294	128
7/7/14	Benezra	Call from Pamela Muir regarding status of settlement discussions with MSCI; correspondence to Michael Delaney and Ashley McDow regarding status of settlement discussions with MSCI.	685	0.4	274	130
7/30/14	Benezra	Correspondence to Ashley McDow regarding settlement communication	685	0.1	68.5	131
8/4/14	Benezra	[*]Review settlement communications between client and MSCI and summarize differences.	685	1.5	1027.5	131
8/5/14	Benezra	[*]Review and revise summary of settlement differences between client and MSCI.	685	0.2	137	131
8/6/14	Benezra	[*]Revise chart summarizing differences in settlement positions; correspondence to Michael Delaney and Ashley McDow regarding settlement v.v. August 20th Hearing.	685	0.4	274	131
8/11/14	Benezra	[*]Review and revise table summarizing differences in MSCI settlement discussions .	685	0.9	616.5	131
8/12/14	McDow	Confer with Peter James regarding terms of counter proposal to be sent to MSCI and prepare same.	500	0.8	400	131
8/12/14	Benezra	Finalize settlement comparison table summarizing; correspondence to Michael Delaney and Ashley McDow regarding comparison table and August 20th Hearing.	685	0.4	274	131
8/13/14	Delaney	Meeting regarding proposed counter-offer to MSCI regarding case resolution and asset disposition.	350	0.3	105	132
8/13/14	Delaney	Draft proposed counter-offer to MSCI regarding case resolution and asset disposition.	350	1.5	525	132
8/13/14	McDow	[*]Meeting with John Cermak, Peter James, and Marc Benezra regarding appropriate terms of counter offer to MSCI.	500	2.1	1050	132

Date	Professional	Task	Rate	Time	Billed	Page
8/13/14	McDow	Confer with Michael Delaney regarding structure and content of counter-offer and review and revise same.	500	0.3	150	132
8/13/14	Benezra	Correspondence from Ashley McDow regarding settlement terms; review possible deductions from MSCI calculations.	685	0.2	137	132
8/13/14	Benezra	Conference with John Cermak, Peter James and Ashley McDow regarding settlement strategy.	685	1.9	1301.5	132
8/15/14	McDow	Confer with Marc Benezra, John Cermak and Peter James regarding structure and content of counter-offer to be proposed to MSCI.	500	0.6	300	132
8/15/14	Benezra	Correspondence from Ashley McDow regarding settlement counter; review and revise draft settlement counter; correspondence to Ashley McDow, John Cermak and Peter James regarding draft settlement counter.	685	1	685	132
8/15/14	Benezra	[*]Conference call with John Cermak, Peter James and Ashley McDow regarding settlement offer.	685	0.6	411	132
8/15/14	Benezra	[*]Call to Lars Fuller regarding settlement offer.	685	0.2	137	132
8/15/14	Benezra	[*]Correspondence from Ashley McDow regarding counter proposal; review and revise numerous drafts of counter; numerous e-mails to/from Vay Gainer regarding counter drafts; numerous calls to/from Vay Gainer regarding counter drafts; voicemails to Pamela Muir and Don Scoggins.	685	2.5	1712.5	132
8/18/14	Benezra	[*]Conference with Peter James regarding settlement.	685	0.1	68.5	132
8/18/14	Benezra	[*]Conference with John Cermak and Peter James regarding settlement.	685	0.4	274	132
8/18/14	McDow	Confer with Peter James and John Cermak regarding terms of "final" counter-proposal to be submitted to MSCI.	500	0.5	250	133
9/9/14	McDow	Conference call with Pamela Muir and Michael Delaney regarding brokers proposed by MSCI and terms of counter-proposal to be submitted to MSCI	500	0.5	250	133
9/12/14	Delaney	Draft detailed correspondence to client explaining impact of proposed counter-proposal to MSCI regarding the division of sale proceeds on the proposed settlement	350	0.6	210	133
9/15/14	McDow	Confer with Michael Delaney regarding terms for counter-proposal to be presented to client and submitted to MSCI	500	0.3	150	133

Date	Professional	Task	Rate	Time	Billed	Page
9/16/14	Delaney	Draft multiple correspondence to client regarding settlement proposal .	350	0.2	70	133
9/16/14	Delaney	Draft correspondence to Ms. McDow regarding settlement counter-proposal	350	0.1	35	133
9/16/14	Delaney	Confer with Ms. Muir regarding settlement counter-proposal	350	0.4	140	133
9/23/14	Benezra	Call from Pamela Muir regarding settlement discussions; correspondence from Pamela Muir regarding settlement discussions; conference with Peter James regarding settlement discussions.	685	0.5	342.5	133
9/23/14	McDow	Conference call with Peter James and Pamela Muir regarding "final" settlement proposal	500	0.6	300	133
9/23/14	McDow	Conference call with and correspondence to/from Donald Scoggins regarding "final" settlement proposal	500	0.3	150	134
9/24/14	Delaney	Confer with Ms. McDow regarding status of settlement negotiations and results of status conference	350	0.2	70	134
9/25/14	Delaney	Confer with Ms. McDow regarding the status of MSCI settlement providing for the sale of estate property and a discount pay-off	350	0.3	105	134
9/26/14	Delaney	Review correspondence to client regarding status of MSCI settlement	350	0.1	35	134
9/29/14	McDow	Confer with Michael Delaney regarding content of "final" term sheet to be sent to counsel for MSCI and presented to client and counsel for beneficiaries	500	0.4	200	134
9/29/14	Delaney	Confer with Ms. McDow regarding terms of MSCI settlement/plan support agreement	350	0.3	105	134
1/9/14	Benezra	Review and revise draft settlement communication to Ron Oliner; conference with Ashley McDow regarding settlement communications; correspondence to Ashley McDow regarding settlement communications; (2.0)	685	2	1370	136
1/13/14	McDow	Finalize settlement proposal to Ron Oliner.	500	0.5	250	137
1/14/14	Benezra	Review and revise draft settlement letter to Ron Oliner; conference with Ryan Fischbach regarding settlement letter to Ron Oliner; correspondence to Ryan Fischbach regarding settlement letter to Ron Oliner.	685	1	685	137
1/15/14	McDow	Provide further revisions to proposed settlement offer to be sent to Ron Oliner; meeting and telephone call with Ryan Fischbach relating to same.	500	0.3	150	137

Date	Professional	Task	Rate	Time	Billed	Page
1/15/14	Benezra	Review and revise draft settlement letter to Ron Oliner; conference with Ryan Fischbach regarding settlement letter to Ron Oliner.	685	0.4	274	137
1/15/14	Benezra	Review and revise draft settlement letter to Ron Oliner.	685	0.3	205.5	137
1/22/14	Benezra	[*]Review and revise settlement letter; review file regarding settlement issues for settlement letter; conference with Ryan Fischbach regarding settlement issues for settlement letter.	685	2.3	1575.5	137
1/24/14	Benezra	Conference with Ryan Fischbach regarding content of settlement letter.	685	0.4	274	137
1/24/14	Benezra	Correspondence from Pamela Muir; correspondence from Ron Oliner regarding settlement letter; review and revise draft settlement letter to Ron Oliner; call to Ron Oliner regarding settlement letter.	685	0.6	411	137
1/30/14	Benezra	Review and revise settlement letter.	685	0.9	616.5	137
1/30/14	McDow	[*]Review and revise portion of settlement proposal in bankruptcy. (No Charge)	500	0.4	200	137
1/31/14	Benezra	Review and revise settlement letter.	685	0.8	548	138
1/31/14	Benezra	[*]Review and revise settlement letter; conference with Ryan Fischbach regarding settlement letter; correspondence to/from Ashley McDow regarding settlement letter; correspondence to Pamela Muir regarding settlement letter; correspondence to Ashley McDow regarding settlement letter (1.0); review Stipulation re receiver; review our Status Conference Statement; conference with Ashley McDow (.50); correspondence to/from Michael Delaney regarding Keen employment application (.10).	685	1.6	1096	138
1/31/14	Benezra	Conference with Ryan Fischbach regarding settlement letter.	685	0.1	68.5	138
5/7/14	Delaney	Draft/revise settlement offer to MSCI counsel.	350	0.5	175	138
5/7/14	Delaney	Analyze potential structure for settlement with MSCI.	350	0.4	140	138
5/7/14	Delaney	Confer with Ms. McDow regarding settlement offer to MSCI counsel.	350	0.2	70	138
9/29/14	McDow	Review and revise proposed term sheet for global resolution and correspondence to/from Ron Oliner regarding specifics of same	500	1.2	600	138
9/30/14	McDow	Review and revise revised "final" term sheet and correspondence to/from Ron Oliner regarding same	500	1.1	550	138

Date	Professional	Task	Rate	Time	Billed	Page
4/1/14	Benezra	Correspondence from Michael Delaney regarding settlement term sheet; correspondence to Ashley McDow and Michael Delaney regarding settlement term sheet; correspondence to Don Scoggins regarding settlement term sheet; correspondence to/from Ashley McDow regarding settlement term sheet.	685	0.1	68.5	152
3/12/14	McDow	[S]ettlement discussions with Ron Oliner [estimated due to lumping]	500	1.6	800	155
5/7/14	McDow	[S]ettlement meetings with Ron Oliner, counsel for MSCl [estimated due to lumping]	500	2	1000	155
				<b>155.8</b>	<b>82549</b>	

**Table 28.1: Second Interim Fee Application: MSCl Settlement and 9019 Motion**

([\*] Denotes entries disallowed elsewhere.)

Date	Professional	Task	Rate	Time	Billed	Page
3/2/15	McDow	Correspondence to/from Alice, counsel for one of the beneficiaries, regarding status of settlement negotiations with lender	530	0.1	53	9
3/20/15	Delaney	Review and draft response to correspondence from Mr. Scoggins regarding status of MSCl settlement discussions	385	0.3	115.5	9
3/26/15	Delaney	Confer with Keen-Summit regarding proposed counter to the Atlantic offer for the Ontario property and status of the MSCl settlement agreement	385	0.4	154	24
3/26/15	McDow	Review and revise revised counter-offer in light of most recent discussions with representatives of Keen Summit and Ron Oliner	530	0.2	106	24
3/26/15	McDow	Conference call with Robert Tramantano, Harold Bordwin, Matt Bordwin and Michael Delaney regarding manner in which to respond to counter-offer in light of settlement negotiations	530	0.4	212	24
10/1/14	McDow	Correspondence to/from Ron Oliner regarding withdrawal of objections filed in probate court as part of global resolution.	500	0.2	100	46
10/6/14	McDow	Conference call with Ron Oliner regarding status of final term sheet.	500	0.1	50	46
10/6/14	McDow	Draft correspondence to/from Ron Oliner regarding revised term sheet.	500	0.1	50	46
10/9/14	McDow	Meeting with Ron Oliner regarding final deal terms to be resolved.	500	0.5	250	46

Date	Professional	Task	Rate	Time	Billed	Page
10/15/14	McDow	Correspondence to/from and conference call with Ron Oliner regarding additional deal terms to be finalized with respect to employment of broker(s) under proposed settlement.	500	0.2	100	46
11/7/14	McDow	Conference calls with Ron Oliner regarding potential purchaser of note or property	500	0.2	100	46
12/18/14	McDow	Telephone call and correspondence to Ron Oliner regarding status of counter-offer	500	0.1	50	47
12/23/14	McDow	Conference call with Ron Oliner and Nicola Hudson regarding terms of settlement agreement	500	0.2	100	47
1/20/15	McDow	Conference call with Ron Oliner regarding status of written settlement agreement and continuation of upcoming hearing(s) in light of same	530	0.1	53	47
4/13/15	McDow	Conference call with Ron Oliner regarding additional modifications to be made to settlement agreement and fee application to be filed	530	0.1	53	48
5/8/15	McDow	Correspondence to/from Ron Oliner regarding Order Approving Compromise Between Debtors and MSCI	530	0.1	53	49
5/12/15	McDow	Conference call with Ron Oliner regarding status of stipulation to dismiss adversary proceeding	530	0.1	53	49
5/18/15	Delaney	Review and draft response to correspondence from MSCI counsel regarding preparation of the stipulation to dismiss Sarkis v. MSCI adversary proceeding	385	0.2	77	49
5/26/15	Delaney	Draft correspondence to MSCI counsel regarding the stipulation to dismiss Sarkis v. MSCI adversary proceeding and proposed order	385	0.1	38.5	49
5/27/15	Delaney	Confer with MSCI counsel regarding the stipulation to dismiss Sarkis v. MSCI adversary proceeding and order	385	0.2	77	49
5/27/15	Delaney	Review and draft responses to multiple correspondence from MSCI counsel regarding stipulation to dismiss Sarkis v. MSCI adversary proceeding and order	385	0.2	77	49
6/1/15	Delaney	Review correspondence from MSCI counsel regarding the proposed stipulation to dismiss Sarkis v. MSCI adversary proceeding	385	0.1	38.5	49
6/5/15	Delaney	Confer with MSCI counsel regarding filing of stipulation to dismiss Sarkis v. MSCI adversary proceeding	385	0.1	38.5	49

Date	Professional	Task	Rate	Time	Billed	Page
7/14/15	McDow	Conference call with Ron Oliner regarding proposed modifications to be made to motion to approve bidding procedures and sale of property	530	0.3	159	49
10/28/14	Delaney	Confer with Ms. Muir and Mr. Scoggins regarding the Zehnaly proof of claim and formal MSCI settlement agreement.	350	0.3	105	73
4/6/15	McDow	[*]Conference call with Robert Tramantano regarding status of counter-offer to be submitted and settlement negotiations with lender	530	0.1	53	79
4/15/15	McDow	[*]Correspondence to/from representatives of Keen Summit and Ron Oliner regarding filing of settlement agreement, status of offer on property, and potential assumption of mortgage by and through sale process	530	0.2	106	79
4/7/15	Delaney	Revise notice of motion to approve the MSCI DPO Agreement to incorporate changes proposed by MSCI counsel	385	0.3	115.5	91
4/7/15	Delaney	Revise the motion to approve the MSCI DPO Agreement to incorporate changes proposed by MSCI counsel	385	0.5	192.5	91
4/7/15	Delaney	Confer with MSCI counsel regarding motion to approve the MSCI DPO Agreement	385	0.4	154	91
4/9/15	Delaney	Continue to revise motion to approve MSCI DPO Agreement to incorporate revisions requested by MSCI counsel	385	0.4	154	91
4/9/15	Delaney	Continue to revise declarations to the motion to approve MSCI DPO Agreement to incorporate revisions requested by MSCI counsel	385	0.3	115.5	91
4/9/15	Delaney	Continue to revise notice of motion to approve MSCI DPO Agreement to incorporate revisions requested by MSCI counsel	385	0.3	115.5	92
4/9/15	Delaney	Draft detailed correspondence to Ms. Muir discussing the proposed revisions to the MSCI DPO Agreement and motion to approve the same	385	0.6	231	92
4/9/15	Delaney	Finalize revised version of MSCI DPO Agreement and incorporate MSCI revisions to same	385	0.6	231	92
4/10/15	Delaney	Confer with MSCI counsel regarding the motion to approve the MSCI DPO Agreement and associated notice	385	0.2	77	92
4/10/15	Delaney	Confer with Ms. Muir regarding motion to approve the MSCI DPO Agreement and associated notice	385	0.4	154	92



Date	Professional	Task	Rate	Time	Billed	Page
4/14/15	Delaney	Finalize the notice of the motion to approve MSCI DPO Agreement and incorporate final revisions to the DPO agreement into same	385	0.3	115.5	92
4/14/15	Delaney	Finalize motion to approve MSCI DPO Agreement and incorporate final revisions to the DPO Agreement into same	385	0.4	154	92
4/15/15	Delaney	Confer with Ms. Muir regarding motion to approve MSCI DPO Agreement and declaration in support of same	385	0.2	77	92
4/15/15	Delaney	Revise notice of motion to approve the MSCI DPO Agreement to reflect filing of unexecuted version of the DPO Agreement and prepare same for filing	385	0.3	115.5	92
4/15/15	Delaney	Revise motion to approve the MSCI DPO Agreement to reflect filing of unexecuted version of the DPO Agreement and prepare same for filing	385	0.4	154	92
4/28/15	Delaney	Review and draft response to correspondence from MSCI counsel regarding the proposed order granting the motion to approve the MSCI DPO Agreement	385	0.2	77	92
4/28/15	Delaney	Draft proposed order granting the motion to approve the MSCI DPO Agreement	385	0.5	192.5	92
5/8/15	McDow	Review and revise final version of Order Granting Motion to Approve Compromise Between Debtor and MSCI and approve same for filing	530	0.1	53	93
5/18/15	Delaney	Review MSCI DPO Agreement in preparation of the stipulation to dismiss Sarkis v. MSCI adversary proceeding	385	0.2	77	93
5/6/15	McDow	Travel to and attend hearing on Motion to Approve Compromise and various status conferences	530	3.3	1749	100
5/7/15	McDow	Correspondence to Pamela Muir regarding results of hearing on Motion to Approve Compromise Between Debtor and MSCI	530	0.1	53	100
				<b><u>15.2</u></b>	<b><u>6779.5</u></b>	

**Table 29: First Interim Fee Application: Plan/Disclosure Statement Services**

([\*] Denotes entries disallowed elsewhere.)

<b>Date</b>	<b>Professional</b>	<b>Task</b>	<b>Rate</b>	<b>Time</b>	<b>Billed</b>	<b>Page</b>
2/27/14	Benezra	[*]Correspondence to/from Michael Delaney regarding Reorganization Plan and Disclosure Statement; correspondence to/from Ashley McDow regarding Reorganization Plan and Disclosure Statement.	685	0.3	205.5	28
3/25/14	Benezra	[*]Correspondence to Pamela Muir regarding Century 21 expansion; correspondence from Michael Delaney regarding UST's Objection to Debtor's First Amended Disclosure Statement	685	0.1	68.5	29
4/2/14	Benezra	[*]Correspondence to Michael Delaney regarding Response for Disclosure Statement; correspondence to Michael Delaney, Ashley McDow and Ryan Fischbach regarding Response for Disclosure Statement.	685	0.8	548	29
4/8/14	Benezra	[*]Conference with Ashley McDow regarding Second Amended Plan and Disclosure Statement.	685	0.2	137	29
4/8/14	Benezra	[*]Conference with Ashley McDow and Michael Delaney regarding Second Amended Plan and Disclosure Statement.	685	0.2	137	29
1/23/14	Benezra	[*]Conference with Ashley McDow regarding Reorganization Plan; conference with Ashley McDow, Michael Delaney regarding Reorganization Plan.	685	0.5	342.5	45
1/30/14	Benezra	[*]Conference with Ashley McDow, Michael Delaney regarding retention of experts, recent filings by the lender, and strategy relating to exclusivity motion and plan of reorganization.	685	0.6	411	45
8/1/14	McDow	Correspondence to/from Martha Romero, counsel for City of San Bernardino, regarding language to be included in plan and disclosure statement.	500	0.1	50	68
9/24/13	Benezra	[*]Conference with Ashley McDow regarding "Plan."	655	0.3	196.5	96
9/25/13	Benezra	[*]Conference with Ashley McDow regarding "Plan".	655	0.3	196.5	96
2/18/14	Delaney	Confer with Mr. Meislik regarding employment and proposed plan of reorganization.	350	0.2	70	97
2/19/14	Delaney	Confer with Mr. Meislik regarding plan formulation and feasibility.	350	0.3	105	97
2/20/14	Delaney	Confer with Mr. Meislik regarding retention and plan of reorganization.	350	0.3	105	97

Date	Professional	Task	Rate	Time	Billed	Page
2/25/14	McDow	Strategize with Michael Delaney regarding structure and content of plan and disclosure statement.	500	0.5	250	97
2/26/14	Fischbach	[*]Conferences regarding and work on background information and strategy for bankruptcy plan; follow up with Florida counsel regarding scheduling call regarding experience with LNR; conference regarding strategy relating to First Amended Complaint.	485	2.2	1067	97
2/26/14	Delaney	Analyze adversary complaints in preparation of disclosure statement describing plan of reorganization.	350	1.2	420	97
2/26/14	Delaney	Analyze potential reorganization strategies.	350	1.9	665	97
2/26/14	Delaney	Analyze preliminary financial projections.	350	0.8	280	97
2/26/14	Delaney	Meeting with GlassRatner regarding potential reorganization strategies and asset valuation.	350	0.7	245	97
2/27/14	Delaney	Research effect of , treatment of secured creditor under plan of reorganization.	350	0.7	245	97
2/27/14	Delaney	Research permissibility of segregating unsecured judgment claims from other unsecured claims in preparation of plan of reorganization.	350	0.6	210	98
2/27/14	Ojeda	Evaluate Proof of Claims re: drafting Plan and Disclosure Statement.	155	0.1	62	98
1/23/14	McDow	Strategize regarding outline for plan of reorganization, including experts to be retained, with Michael Delaney and Marc Benezra.	500	0.4	200	118
3/6/14	Benezra	[*]Correspondence to Pat Galentine regarding St. Patrick's Day event at the property; correspondence to Pamela Muir egarding [sic] St. Patrick's Day event at the property; review filed copies of First Amended Reorganization Plan and Disclosure Statement; conference with Michael Delaney regarding First Amended Reorganization Plan and Disclosure Statement; review file regarding First Amended Reorganization Plan and Disclosure Statement; conference with Ryan Fischbach regarding First Amended Reorganization Plan and Disclosure Statement; conference with Michael Matthias, Ryan Fischbach regarding First Amended Reorganization Plan and Disclosure Statement; conference call with Donald Scoggins, Ryan Fischbach; conference call with Donald Scoggins, Steve Miller, Ryan Fischbach regarding First Amended Reorganization Plan and Disclosure Statement.	685	2.5	1712.5	120

Date	Professional	Task	Rate	Time	Billed	Page
4/24/14	Benezra	[*]Call to Lars Fuller regarding MSCI claim objection to Disclosure Statement and revised Reorganization Plan and Disclosure Statement.	685	0.5	342.5	123
4/30/14	Fuller	[*]Review and analyze appealability issues related to disclosure statement and exclusivity.	420	3	1260	124
4/30/14	Fuller	[*]Draft summary of appealability issues and deadlines related to disclosure statement and exclusivity.	420	1.3	546	124
5/1/14	Fuller	[*]Review and analyze confirmation issues including absolute priority and best interest of creditor requirements under disputed facts.	420	2	840	124
5/1/14	Fuller	[*]Review and analyze cram down requirements and issues.	420	1	420	124
5/2/14	Fuller	[*]Review and analyze good faith issues for confirmation.	420	1	420	125
5/2/14	Fuller	[*]Review and analyze confirmation issues.	420	3	1260	125
5/2/14	Fuller	[*]Teleconference with Mr. James and Ms. McDow regarding status, confirmation, and settlement issues.	420	1	420	125
5/6/14	Fuller	[*]Review and analyze confirmation issues and necessary components of confirmable plan.	420	3.2	1344	126
5/16/14	Fuller	[*]Review and analyze 1129(b) issues and restructuring alternatives.	420	1	420	127
6/2/14	Fuller	[*]Draft disclosure statement.	420	6	2520	128
6/3/14	Fuller	[*]Draft disclosure statement.	420	6.5	2730	128
6/4/14	Fuller	[*]Draft amended disclosure statement.	420	2	840	128
6/11/14	Benezra	[*]Correspondence to/from Lars Fuller regarding case strategy v.v. Reorganization Plan and voicemails to/from Lars Fuller regarding same.	685	0.3	205.5	128
6/11/14	Fuller	[*]Exchange communications with Mr. Benezra regarding claim and confirmation issues.	420	0.5	210	128
6/11/14	Fuller	[*]Review and analyze feasibility and budget alternatives.	420	1	420	128
6/11/14	Fuller	[*]Draft Disclosure Statement.	420	4	1680	129
6/12/14	Fuller	[*]Review and analyze cramdown alternatives and requirements for MSCI and Zehnaly claims.	420	1	420	129
6/12/14	Fuller	[*]Draft Disclosure Statement.	420	1.5	630	129
6/13/14	Benezra	[*]Correspondence from Lars Fuller regarding feasibility and plan payments.	685	0.1	68.5	129
6/16/14	Benezra	[*]Correspondence from Lars Fuller regarding feasibility and plan payments; review revised Schedules call to Lars Fuller.	685	0.5	342.5	129

Date	Professional	Task	Rate	Time	Billed	Page
6/16/14	Fuller	[*]Review proofs of claim and revise MSCI payment spreadsheet and feasibility spreadsheet.	420	2	840	129
6/16/14	Fuller	[*]Review and analyze liquidation analysis and best interest of creditors issues for plan.	420	2	840	129
6/16/14	Fuller	[*]Review and analyze impairment standards and issues for plan classes.	420	1.5	630	129
6/17/14	Fuller	[*]Review and analyze alternate present value treatments for MSCI.	420	2	840	129
6/17/14	Fuller	[*]Review and analyze impairment issues for separate classes and cure options.	420	1	420	129
6/17/14	Fuller	[*]Review and analyze default interest issues under 1129(b).	420	2	840	129
6/17/14	Benezra	[*]Correspondence to Pat Lacy regarding feasibility and plan payments; correspondence to Lars Fuller regarding feasibility and plan payments.	685	0.5	342.5	130
6/17/14	Benezra	[*]Conference call with Pat Lacy and Lars Fuller regarding feasibility and plan payments.	685	0.2	137	130
6/19/14	Fuller	[*]Draft amended disclosure statement.	420	1.5	630	130
6/26/14	Fuller	[*]Review financial projections and claim analysis and teleconference with Mr. Benezra regarding same.	420	1	420	130
6/26/14	Benezra	[*]Call from Lars Fuller regarding financial projections and claim analysis.	685	0.1	68.5	130
6/26/14	Benezra	[*]Call to Lars Fuller regarding financial projections and claim analysis.	685	0.8	548	130
4/1/14	McDow	Review and analyze objection to approval of adequacy of disclosure statement filed by United States Trustee and review and revise response of debtor to same.	500	0.4	200	152
4/1/14	Benezra	[*]Review Debtor's Amended Disclosure Statement and MSCI's Objections; prepare comments regarding Response/Reply; conferences with Michael Delaney regarding Response/Reply; correspondence to Ashley McDow and Michael Delaney.	685	4	2740	152
4/1/14	Benezra	[*]Review Debtor's Amended Disclosure Statement and MSCI's Opposition; prepare comments regarding Response/Reply.	685	0.6	411	152
				<b>75.8</b>	<b>35175</b>	

**Table 29.1: Second Interim Fee Application: Plan/Disclosure Statement Services**

Date	Professional	Task	Rate	Time	Billed	Page
1/26/15	Farivar	Correspond with Mr. Oliner regarding stipulation and finalize stipulation for to continue deadlines for approval of the disclosure statement and various status conferences.	365	0.2	73	47
3/30/15	Delaney	Review and draft responses to multiple correspondence from MSCI counsel regarding stipulations to continue status conferences and hearing on proposed disclosure statement as well as the orders related thereto	385	0.4	154	48
11/4/14	Farivar	Review and analyze invoice time entries for the task category (B320) (Plan and Disclosure Statement) and prepare portion of Fee Application relating to same.	320	1.3	416	53
4/20/15	Farivar	Review docket and pleadings and prepare narratives for Plan and Disclosure Statement (B320) portions of the Second Interim Application for Compensation and Reimbursement of Expenses of Baker and Hostetler LLP.	365	0.2	73	62
12/30/14	Farivar	Telephone conference with Maria from FTB regarding the treatment of franchise tax board claim in the plan and confer with Michael Delaney regarding the same.	320	0.2	64	76
1/23/15	Farivar	Prepare proposed order approving the stipulation to continue the deadlines for approval of the disclosure statement and the status conferences.	365	0.6	219	76
1/23/15	Farivar	Analyze dates and deadlines and confer with Ms. McDow regarding continuing the deadlines for approval of the disclosure statement and the status conference.	365	0.4	146	76
1/23/15	Farivar	Prepare stipulation to continue the deadlines for approval of the disclosure statement and the status conferences.	365	1.1	401.5	76
1/23/15	Farivar	Correspond with Mr. Mar and Mr. Oliner regarding stipulation and order to continue the deadlines for approval of the disclosure statement and status conference(s) in both the main case and adversary proceedings.	365	0.1	36.5	76

Date	Professional	Task	Rate	Time	Billed	Page
3/27/15	Farivar	Review correspondence from US Trustee's office and Mr. Oliner and confer with Ms. McDow regarding continuing various hearings, prepare four (4) stipulations and orders thereon to continue various status conferences in the main bankruptcy case, the three adversaries and the hearing on the Disclosure Statement and correspond with related counsel regarding the same.	365	1.9	693.5	76
11/5/14	McDow	Travel to and attend status conferences in the main case and adversary proceedings and continued hearing on motion to approve adequacy of disclosure statement	500	2.4	1200	100
				<b>8.8</b>	<b>3476.5</b>	

**Table 29.2: Final Fee Application: Plan/Disclosure Statement Services**

Date	Professional	Task	Rate	Time	Billed	Page
1/27/16	McDow	Confer with Michael Delaney regarding results of status conferences and review Notice of Continued Status Conference and Disclosure Statement Hearing and Notice[s] of Continued Status Conference in adversary proceedings and confer with Michael Delaney regarding status of adversary proceedings	550	0.2	110	9
8/6/15	McDow	Review entered Order Approving Stipulation to Continue Hearings on (1) Approval of Disclosure Statement and (2) Court Case Management Conference and Order Approving Stipulation to Continue Status Conference Hearing in MSCl vs. Sarkis adversary proceeding, confirm no interlineations made by Court, and ensure dates therein are calendered	530	0.1	53	59
6/14/16	McDow	Review relevant pleadings, correspondence, and tentative ruling in preparation for hearing on approval of disclosure statement and status conference in main case	550	0.4	220	81
6/15/16	McDow	Telephonically attend hearing on Motion to Approve Disclosure Statement and status conference in main case	550	0.4	220	81
9/21/16	McDow	Telephonically attend status conferences and hearing on disclosure statement	550	0.3	165	82
				<b>1.4</b>	<b>768</b>	