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12 *Proposed Attorneys for the Debtor*

13 **UNITED STATES BANKRUPTCY COURT**  
14 **FOR THE DISTRICT OF NEVADA**

15 In re: ) Case No.: 22-10540-ABL  
16 )  
17 STONERIDGE PARKWAY LLC, ) Chapter 11  
18 )  
19 )  
20 Debtor. ) Hearing Date: March 23, 2022  
21 ) Hearing Time: 1:30 p.m.  
22 )  
23 \_\_\_\_\_ )

24 **APPLICATION FOR THE ENTRY OF AN ORDER**  
25 **UNDER 11 U.S.C. §§ 327(a), 328, 329 AND 331 AND FED R. BANKR. P.**  
26 **2014 AND 2016 AUTHORIZING THE EMPLOYMENT AND RETENTION OF**  
27 **SCHWARTZ LAW, PLLC AS ATTORNEYS FOR THE DEBTOR-IN-POSSESSION**

28 Stoneridge Parkway LLC (“**Debtor**”), the debtor and debtor-in-possession in the above-referenced Chapter 11 case, hereby applies to this Court (the “**Application**”) for the entry of an order pursuant to 11 U.S.C. §§ 327(a), 328, 329 and 331, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure<sup>1</sup> authorizing the employment and retention of Schwartz Law, PLLC (“**SL**”), as counsel for the Debtor. In support of this Application, the Debtor relies on the Declaration and Statement of Mr. Samuel A. Schwartz, Esq. (“**Mr. Schwartz**”), which is attached

<sup>1</sup> Unless otherwise indicated, all chapter and section references are to the Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”). “**Bankruptcy Rule**” references are to the Federal Rules of Bankruptcy Procedure Rules 1001-9037. “**Civil Rule**” references are to the Federal Rules of Civil Procedure 1-86. “**Local Rule**” or “**L.R.**” references are to the Local Rules of Bankruptcy Practice of the United States District Court for the District of Nevada.

1 hereto as **Exhibit A** (the “**Schwartz Declaration**”). In further support of this Application, the  
2 Debtor respectfully represents as follows:

3 **Background**

4 1. On February 16, 2022 (the “**Petition Date**”), the Debtor filed a voluntary petition  
5 for relief under Chapter 11 of the Bankruptcy Code.

6 2. The Debtor continues to operate as a debtor-in-possession pursuant to sections  
7 1107(a) and 1108 of the Bankruptcy Code.

8 3. To date, the Office of the United States Trustee for Region 17 (the “**UST**”), which  
9 includes the District of Nevada, has not appointed a committee of unsecured creditors in the  
10 Debtor’s chapter 11 case (the “**Bankruptcy Case**”) by the United States Trustee (*See* Docket).

11 4. No case trustee or examiner has been appointed in this Bankruptcy Case (*See*  
12 Docket).

13 **Jurisdiction**

14 5. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.  
15 Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28  
16 U.S.C. § 157(b)(2) of the Bankruptcy Code.

17 6. The statutory predicates for the relief requested herein are sections 327(a), 328 and  
18 329 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016.

19 **Relief Requested**

20 7. By this Application, the Debtor seeks the entry of an order, pursuant to sections  
21 327(a), 328, 329 and 331 of the Bankruptcy Code, and Bankruptcy Rules 2014 and 2016,  
22 authorizing the employment and retention of SL to represent the Debtor as its bankruptcy counsel  
23 in connection with prosecution of the Bankruptcy Case according to the terms and conditions of  
24 the letter agreement dated February 16, 2022, a copy of which is attached hereto as **Exhibit B** (the  
25 “**Engagement Agreement**”).

26 **Basis for Relief**

27 8. The Debtor selected SL as its attorneys because of the firm’s experience and  
28 knowledge in the field of debtors’ and creditors’ rights and business reorganizations under Chapter

1 11 of the Bankruptcy Code. Indeed, the Debtor submits that SL’s representation is critical to the  
2 success of the Debtor’s reorganization because, without counsel, the Debtor’s Bankruptcy Case  
3 will surely fail. The Debtor seeks to employ SL under a general retainer because of the extensive  
4 legal services that will be required in connection with the Bankruptcy Case.

5 **Services to be Rendered**

6 9. The services of attorneys under a general retainer are necessary to enable the Debtor  
7 to faithfully execute its duties as a debtor-in-possession. Subject to further order of the Court, SL  
8 will render various services to the Debtor including, *inter alia*, the following:

- 9 a. advise the Debtor with respect to its powers and duties as a debtor and debtor-in-  
10 possession in the continued management and operation of its business and property;
- 11 b. attend meetings and negotiate with representatives of creditors and other parties in  
12 interest and advise and consult on the conduct of the Bankruptcy Case, including all  
13 of the legal and administrative requirements of operating in Chapter 11;
- 14 c. take all necessary action to protect and preserve the Debtor’s bankruptcy estate (the  
15 “**Estate**”), including the prosecution of actions on the Debtor’s behalf, the defense  
16 of any actions commenced against the Estate, negotiations concerning all litigation  
17 in which the Debtor may be involved and objections to claims filed against the  
18 Estate;
- 19 d. prepare on behalf of the Debtor all motions, applications, answers, orders, reports  
20 and papers necessary to the administration of the Estate;
- 21 e. negotiate and prepare on the Debtor’s behalf plan(s) of reorganization, disclosure  
22 statement(s) and all related agreements and/or documents and take any necessary  
23 action on behalf of the Debtor to obtain confirmation of such plan(s);
- 24 f. advise the Debtor in connection with any sale of assets;
- 25 g. appear before this Court, any appellate courts, and the U.S. Trustee, and protect the  
26 interests of the Estate before such courts and the U.S. Trustee; and
- 27 h. perform all other necessary legal services and provide all other necessary legal  
28 advice to the Debtor in connection with this Bankruptcy Case.



1 As a result, Schwartz Flansburg became lead counsel for the Debtor.

2 18. On January 31, 2017, the Debtor, with Schwartz Flansburg as its counsel,  
3 commenced an adversary proceeding against the Debtor's then lender, Aevitas Capital, LLC  
4 ("Aevitas"), Adv. Case No. 17-01007-BTB.

5 19. On February 3, 2017, after negotiations with Aevitas, the Debtor dismissed the  
6 adversary proceeding against Aevitas without prejudice. *See* Adv. Case. ECF No. 8.

7 20. On April 13, 2017, the Bankruptcy Court entered an order dismissing the Prior  
8 Chapter 11 Case (ECF No. 604), and on May 1, 2017, the Bankruptcy Court then entered an order  
9 closing the Prior Chapter 11 Case (ECF No. 609).

10 21. At the time of the dismissal of the Prior Chapter 11 Case, Schwartz Flansburg was  
11 owed money by the Debtor for Schwartz Flansburg's services as counsel in the Prior Chapter 11  
12 Case.

13 22. In 2017, Schwartz Flansburg sold its receivable and divested itself of the debt owed  
14 to it by the Debtor.

15 B. Disinterestedness of SL.

16 23. While two current SL attorneys, Mr. Schwartz and Mr. Lindsey, previously were  
17 employed by Schwartz Flansburg and provided services to the Debtor in the Debtor's Prior Chapter  
18 11 Case, neither SL nor Messrs. Schwartz and Lindsey are owed any money by the Debtor.

19 24. Any receivables due to Schwartz Flansburg from the Prior Chapter 11 Case were  
20 sold.

21 25. In addition, Athanasios E. Agelakopoulos, Esq., is Of Counsel to SL and was  
22 formerly employed by the United States Trustee in the Las Vegas Field Office from November of  
23 2009 through February 2017. Mr. Akelakopoulos represented the United States Trustee in the Prior  
24 Chapter 11 Case until he left the United States Trustee's office in February 2017. Mr.  
25 Agelakopoulos is not and will not be working on this case.

26 26. Accordingly, except as otherwise set forth above and in the Schwartz Declaration:

- 27 a. Neither SL nor any attorney at the firm holds or represents an interest adverse to the  
28 Debtor's Estate;

- 1 b. Neither SL nor any attorney at the firm is or was a creditor, an equity holder or an  
2 insider of the Debtor;
- 3 c. Neither SL nor any attorney at the firm is or was, within two (2) years before the  
4 Petition Date, a director, officer or employee of the Debtor;
- 5 d. SL does not have an interest materially adverse to the interest of the Estate or of any  
6 class of creditors or equity holders, by reason of any direct or indirect relationship  
7 to, connection with or interest in the Debtor; and
- 8 e. No attorney at SL is related to any United States District Judge or United States  
9 Bankruptcy Judge for the District of Nevada or to the UST for such district or to any  
10 known employee in the office thereof.

11 27. In view of the foregoing, the Debtor believes that SL is a “disinterested person”  
12 within the meaning of Section 101(14) of the Bankruptcy Code.

### 13 Professional Compensation

14 28. Pursuant to the Engagement Agreement, SL will provide the Debtor with periodic  
15 statements for services rendered and charges and disbursements incurred. During the course of the  
16 reorganization, the issuance of periodic statements shall constitute a request for an interim payment  
17 against the reasonable fee to be determined at the conclusion of the representation.

18 29. For professional services, SL’s fees will be paid on a contingent bases, and are  
19 calculated in part on its guideline hourly rates, which are periodically adjusted. As of January 1,  
20 2022, and as set forth in the Engagement Agreement, the hourly rates under the bundled rate  
21 structure for the engagement range from \$345.00 - \$845.00 for attorneys and \$195.00 - \$235.00<sup>2</sup>  
22 for paraprofessionals. The hourly rates are subject to periodic increases in the normal course of the  
23 firm’s business, often due to the increased experience of the particular professional.

24 30. The hourly rates set forth above are the firm’s standard bundled hourly rates for  
25 work of this nature. These rates are set at a level designed to compensate SL fairly for the work of  
26 its attorneys and paraprofessionals and to cover fixed and routine overhead expenses, including  
27 those items billed separately to other clients under the firm’s standard unbundled rate structure.  
28 Consistent with the firm’s policy with respect to its other clients, SL will continue to charge the

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<sup>2</sup> SL intends that the main paraprofessionals who will bill time for services rendered on behalf of the Debtor are Brian J. Braud and Susan Roman. Mr. Braud and Ms. Roman’s hourly rates are \$235.00 an hour, which SL submits is well within the realm of reasonable hourly rates charged in cases of this size and complexity.

1 Debtor for all other services. These charges and disbursements include, among other things, costs  
2 for telephone charges, photocopying (at a reduced rate of \$0.20 cents per page for black and white  
3 copies and a higher commensurate charge for color copies), travel, business meals (but not overtime  
4 meals), computerized research, messengers, couriers, postage, witness fees and other fees related  
5 to trials and hearings. Certain charges are not separately charged for under the bundled rate  
6 structure as described above.

7 31. Given the history of SL's attorneys with the Prior Chapter 11 Case and relationship  
8 with the Debtor, SL has agreed to forgo a retainer in this matter. The Chapter 11 filing fee was  
9 paid by the Debtor's principal, Danny Modaberpour.

10 32. For this matter, SL agreed to be paid on a contingent basis and calculate its fee based  
11 on 2 components, which are (a) its standard hourly rates, plus (b) a fee of twenty percent (20.0%)  
12 of the recovery obtained by the Debtor from the sale or refinancing of its assets. As set forth in the  
13 Blended Hourly and Contingency Attorney Fee Agreement, which is attached to the Engagement  
14 Agreement as Exhibit A, the contingency fee is due to SL upon the Debtor obtaining a recovery  
15 from the monetization of its assets.

16 33. SL has agreed to accept as compensation such sums as may be allowed by the Court  
17 on the basis of the professional time spent, the rates charged for such services, the necessity of such  
18 services to the administration of the estate, the reasonableness of the time within which the services  
19 were performed in relation to the results achieved, and the complexity, importance, and nature of  
20 the problems, issues or tasks addressed in this case, plus the twenty percent (20%) contingency fee  
21 described above.

22 34. In accordance with the terms of the Engagement Agreement and subject to Court  
23 approval, the Debtor seeks approval of the fee structure described herein pursuant to Section 328  
24 of the Bankruptcy Code. Section 328 provides, in relevant part, that a debtor "with the court's  
25 approval, may employ or authorize the employment of a professional person under section 327. . .  
26 on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis,  
27 or on a contingent fee basis." 11 U.S.C. § 328(a).

28 ///



1 DATED: February 17, 2022.

2 Respectfully Submitted,

3 SCHWARTZ LAW, PLLC

4 /s/ Samuel A. Schwartz

5 Samuel A. Schwartz, Esq.

6 Bryan A. Lindsey, Esq.

7 601 East Bridger Avenue

8 Las Vegas, NV 89101

9 *Proposed Attorneys for the Debtor*

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# **EXHIBIT A**

# **EXHIBIT A**

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12 *Proposed Attorneys for the Debtor*

13 **UNITED STATES BANKRUPTCY COURT**  
14 **FOR THE DISTRICT OF NEVADA**

15 In re: ) Case No.: 22-10540-ABL  
16 )  
17 STONERIDGE PARKWAY LLC, ) Chapter 11  
18 )  
19 )  
20 Debtor. ) Hearing Date: March 23, 2022  
21 ) Hearing Time: 1:30 p.m.  
22 )  
23 \_\_\_\_\_ )

24 **DECLARATION OF SAMUEL A. SCHWARTZ, ESQ.**  
25 **IN SUPPORT OF APPLICATION FOR ENTRY OF AN ORDER**  
26 **UNDER 11 U.S.C. §§ 327(a), 328, 329 AND 331 AND FED R. BANKR. P.**  
27 **2014 AND 2016 AUTHORIZING THE EMPLOYMENT AND RETENTION OF**  
28 **SCHWARTZ LAW, PLLC AS ATTORNEYS FOR THE DEBTOR-IN-POSSESSION**

SAMUEL A. SCHWARTZ, being duly sworn, deposes and says:

1. I am the principal of Schwartz Law, PLLC (the “SL” or the “Firm”), 601 East Bridger Avenue, Las Vegas, Nevada 89101. I am admitted to practice in the Supreme Court of Nevada, and the United States District Court for the District of Nevada, the Supreme Court of Illinois, the United States District Court for the Northern District of Illinois, the Supreme Court of Florida, the United States District Court for the Southern District of Florida, the Supreme Court of Arizona, the United States District Court for the District of Arizona, the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals, the Ninth Circuit Court of Appeals and the United

1 States Supreme Court. I am authorized to make this affidavit on SL’s behalf. This Declaration is  
2 submitted pursuant to Fed. R. Bankr. P. 2014(a) in support of the application of Stoneridge Parkway  
3 LLC (the “**Debtor**”), the above-captioned debtor and debtor-in-possession in the above-captioned  
4 Chapter 11 case (the “**Bankruptcy Case**”) under title 11 of the United States Code (as amended,  
5 the “**Bankruptcy Code**”) authorizing the employment and retention of SL as attorneys for the  
6 Debtor (the “**Application**”).<sup>1</sup>

8 **Disinterestedness of Professionals**

9 A. The Debtor’s Prior Chapter 11 Case.

10 2. On December 18, 2015, the Debtor filed a voluntary petition for relief under Chapter  
11 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of  
12 California, Case No. 1:15-bk-14111 (the “**Prior Chapter 11 Case**”).

14 3. On March 30, 2016, the Prior Chapter 11 Case was transferred from the United  
15 States Bankruptcy Court for the Central District of California to the United States Bankruptcy Court  
16 for the District of Nevada (the “**Bankruptcy Court**”) and assigned Case No. 16-11627-BTB.

17 4. On May 17, 2016, the Debtor filed an application to employ and retain Schwartz  
18 Flansburg, PLLC (“**Schwartz Flansburg**”) as Nevada counsel for the Debtor. *See* Prior Chapter  
19 11 Case, ECF No. 124; *see also* ECF No. 154 designating Schwartz Flansburg as local Nevada  
20 counsel.

22 5. My colleague and I, Bryan A. Lindsey, Esq., were each previously employed at  
23 Schwartz Flansburg and provided services as counsel to the Debtor in the Prior Chapter 11 Case. I  
24 was also a principal of Schwartz Flansburg.

25 6. On July 12, 2016, the court entered an order approving Schwartz Flansburg’s  
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27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Application.

1 retention application. *See* ECF No. 233.

2 7. On July 28, 2016, the Debtor’s lead counsel in the Prior Chapter 11 Case, Matthew  
3 Abbasi, Esq. of Abbasi Law Corporation, withdrew as counsel for the Debtor. *See* ECF No. 305.  
4 As a result, Schwartz Flansburg became lead counsel for the Debtor.

5 8. On January 31, 2017, the Debtor, with Schwartz Flansburg as its counsel,  
6 commenced an adversary proceeding against the Debtor’s then lender, Aevitas Capital, LLC  
7 (“**Aevitas**”), Adv. Case No. 17-01007-BTB.

8 9. On February 3, 2017, after negotiations with Aevitas, the Debtor dismissed the  
9 adversary proceeding against Aevitas without prejudice. *See* Adv. Case. ECF No. 8.

10 10. On April 13, 2017, the Bankruptcy Court entered an order dismissing the Prior  
11 Chapter 11 Case (ECF No. 604), and on May 1, 2017, the Bankruptcy Court entered an order  
12 closing the Prior Chapter 11 Case (ECF No. 609).

13 11. At the time of the dismissal of the Prior Chapter 11 Case, Schwartz Flansburg was  
14 owed money by the Debtor for Schwartz Flansburg’s services as counsel in the Prior Chapter 11  
15 Case.

16 12. In 2017, Schwartz Flansburg sold is receivable related to the Debtor.

17 B. Disinterestedness of SL.

18 13. While two current SL attorneys, myself and Mr. Lindsey, previously were employed  
19 at Schwartz Flansburg and provided services to the Debtor in the Debtor’s Prior Chapter 11 Case,  
20 neither SL nor Messrs. Schwartz and Lindsey are owed any money by the Debtor.

21 14. Any receivables due to Schwartz Flansburg from the Prior Chapter 11 Case were  
22 included in the sale of Schwartz Flansburg to BHFS.

23 15. In addition, Athanasios E. Agelakopoulos, Esq., is Of Counsel to SL and was  
24 formerly employed by the United States Trustee in the Las Vegas Field Office from November of  
25  
26  
27  
28

1 2009 through February 2017. Mr. Agelakopoulos represented the United States Trustee in the Prior  
2 Chapter 11 Case until he left the United States Trustee's office in February 2017. Mr.  
3 Agelakopoulos has not and will not work on this case.

4 16. Based on the conflicts search conducted to date, except as otherwise described  
5 herein, to the best of my knowledge, neither I, the Firm, nor any partners, counsel or associate  
6 thereof, insofar as I have been able to ascertain, has any connection with the above-captioned  
7 Debtor, its creditors or any other parties-in-interest, or their respective attorneys and accountants,  
8 or any person employed by the Office of the United States Trustee, except as disclosed or as  
9 otherwise described herein.

10 17. SL is a "disinterested person" as that term is defined in section 101(14) of the  
11 Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that the Firm, its  
12 partners, counsel and associates:

- 13 a. are not creditors, equity security holders or insiders of the Debtor; and
- 14 b. are not and were not, within two years before the date of filing of the  
15 Bankruptcy Case, a director, officer, or employee of the Debtor.

16 18. I am not related, and to the best of my knowledge, no attorney at the Firm is related,  
17 to any United States Bankruptcy Judge in this District or to the United States Trustee for such  
18 district or any employee thereof.

19 19. On February 16, 2022, the Debtor retained SL to represent the Debtor in its  
20 restructuring efforts and prosecution of its Bankruptcy Case generally. Given my prior history with  
21 the Debtor and the Prior Chapter 11 Case, SL has become familiar with the Debtor's business affairs  
22 and many of the potential legal issues that may arise in the context of the Bankruptcy Case.

23 20. The Firm and certain of its partners, counsel and associates may have in the past  
24 represented, may currently represent, and likely in the future will represent parties-in-interest of the  
25

1 Debtor in connection with matters unrelated to the Debtor and this case (except as described below).  
2 SL has searched its database for any connection it may have to the entities connected to the Debtor.  
3 SL will update this Declaration when necessary and when SL becomes aware of material  
4 information. The following is a list of the categories of entities that SL has searched:

- 5 a. significant current vendors of the Debtor;
- 6 b. the lenders and creditors of the Debtor; and
- 7 c. the parties to real estate contracts and leases to which the Debtor is also a party.

8  
9 21. SL's conflicts search of the parties listed above disclosed no conflicting  
10 representation.

11 22. The Debtor may retain various professionals during the pendency of this case.

12 23. None of the representations described above are materially adverse to the interests  
13 of the estate or any class of creditors or equity security holders.

14 24. SL will periodically review its files during the pendency of the Bankruptcy Case to  
15 ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant  
16 facts or relationships are discovered or arise, SL will use reasonable efforts to identify such further  
17 developments and will promptly file a Supplemental Affidavit as Fed. R. Bankr. P. 2014(a)  
18 requires.  
19

20  
21 **Services Rendered**

22 25. The professional services that SL will render to the Debtor may include, but shall  
23 not be limited to, the following:

- 24 a. advise the Debtor with respect to its powers and duties as a debtor and debtor-in-  
25 possession in the continued management and operation of its business and property;
- 26 b. attend meetings and negotiate with representatives of creditors and other parties in  
27 interest and advise and consult on the conduct of the Bankruptcy Case, including all  
28

- 1 of the legal and administrative requirements of operating in chapter 11;
- 2 c. take all necessary action to protect and preserve the Debtor’s bankruptcy estate (the
- 3 “Estate”), including the prosecution of actions on the Debtor’s behalf, the defense
- 4 of any actions commenced against the Estate, negotiations concerning all litigation
- 5 in which the Debtor may be involved and objections to claims filed against the
- 6 Estate;
- 7
- 8 d. prepare on behalf of the Debtor all motions, applications, answers, orders, reports
- 9 and papers necessary to the administration of the Estate;
- 10 e. negotiate and prepare on the Debtor’s behalf plan(s) of reorganization, disclosure
- 11 statement(s) and all related agreements and/or documents and take any necessary
- 12 action on behalf of the Debtor to obtain confirmation of such plan(s);
- 13
- 14 f. advise the Debtor in connection with any sale of assets;
- 15 g. appear before this Court, any appellate courts, and the U.S. Trustee, and protect the
- 16 interests of the Estate before such courts and the U.S. Trustee; and
- 17
- 18 h. perform all other necessary legal services and provide all other necessary legal
- 19 advice to the Debtor in connection with this Bankruptcy Case.

20 **Professional Compensation**

21 26. Given my history with the Prior Chapter 11 Case and my relationship with the

22 Debtor, SL has agreed to forgo a retainer in this matter. The Chapter 11 filing fee was paid by the

23 Debtor’s principal, Danny Modaberpour.

24 27. For this matter, SL agreed to be paid on a contingent basis and calculate its fee based

25 on 2 components, which are (a) its standard hourly rates, plus (b) a fee of twenty percent (20.0%)

26 of the recovery obtained by the Debtor from the sale or refinancing of its assets. As set forth in the

27 Blended Hourly and Contingency Attorney Fee Agreement, which is attached to the Engagement

28

1 Agreement as Exhibit A, the contingency fee is due to SL upon the Debtor obtaining a recovery  
2 from the monetization of its assets.

3 28. As of the filing of the Application, the Firm intends to apply for compensation for  
4 professional services rendered in connection with the Bankruptcy Case subject to approval of this  
5 Court and in compliance with applicable provisions of the Bankruptcy Code, this Court's Local  
6 Rules and Orders of this Court, on an hourly basis, plus reimbursement of actual, necessary  
7 expenses and other charges that the Firm incurs. SL will charge hourly rates to the Debtor that is  
8 consistent with the rates charged by SL in bankruptcy and non-bankruptcy matters of this type.  
9 These hourly rates are subject to periodic adjustments, without further notice to the Court or any  
10 other entity, to reflect economic and other conditions.

11 29. The Firm's hourly rates are set at a level designed to fairly compensate the Firm for  
12 the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly  
13 rates vary with the experience and seniority of the individuals assigned and may be adjusted by the  
14 Firm from time to time. It is the Firm's policy to charge its clients in all areas of practice for all  
15 other expenses incurred in connection with the client's case. The expenses charged to clients  
16 include, among other things, photocopying, witness fees, travel expenses, certain secretarial and  
17 other overtime expenses, filing and recordation fees, long distance telephone calls, postage, express  
18 mail and messenger charges, computerized legal research charges and other computer services,  
19 expenses for "working meals" and telecopier charges. The Firm will charge the Debtor for these  
20 expenses in a manner and at rates consistent with charges made generally to the Firm's other clients.  
21 The Firm believes that it is fairer to charge these expenses to the particular client rather than to  
22 increasing the hourly rates and spreading the expenses among all clients.

23 30. No promises have been received by the Firm nor by any partner, counsel or associate  
24 thereof as to compensation in connection with this Bankruptcy Case other than in accordance with  
25

1 the provisions of the Bankruptcy Code. The Firm has no agreement with any other entity to share  
2 with such entity any compensation received by the Firm in connection with the Bankruptcy Case.

3 31. SL further states pursuant to Fed. R. Bankr. P. 2016(b) that it has not shared, nor  
4 agreed to share (a) any compensation it has received or may receive with another party or person,  
5 other than with the partners, counsel and associates of SL, or (b) any compensation another person  
6 or party has received or may receive.  
7

8 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true  
9 and correct.

10 DATED: February 17, 2022

11 /s/ Samuel A. Schwartz  
12 Samuel A. Schwartz  
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# **EXHIBIT B**

# **EXHIBIT B**

# SCHWARTZ LAW

**Samuel A. Schwartz, Esq.**

office: 702.385.5544

fax: 702.385.2741

601 E. Bridger Avenue, Las Vegas, NV. 89101

February 16, 2022

**VIA E-MAIL – [DANNYMODAB@GMAIL.COM](mailto:DANNYMODAB@GMAIL.COM)**

Stoneridge Parkway, LLC  
c/o Mr. Danny Modaberpour

**RE: Engagement Agreement for Legal Services**

Dear Danny:

Thank you for selecting Schwartz Law, PLLC (the "**Firm**") to serve as legal counsel to Stoneridge Parkway, LLC (the "**Company**"), in connection with the preparation and prosecution of a case under Chapter 11 of the United States Bankruptcy Code and all matters related to the workout of the Company's debt, including any related arbitration and/or state or federal court litigation. We appreciate the opportunity to represent you. The purpose of this engagement letter (the "**Agreement**") and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the "**Terms**") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent Stoneridge Parkway, LLC.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask the Firm to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, paralegals, law clerks, legal assistants, and other staff working with me. The firm's hourly rates are set forth herein, and subject to the terms of the Firm's retention set forth on Exhibit A. To best serve your interests, we will assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates as set forth on Exhibit A. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine, however, fees and costs will be payable as set forth on Exhibit A. We reserve the right to charge

Stoneridge Parkway, LLC  
February 1, 2022  
Page 2

interest on overdue amounts at the rate of 1.5% per month if unpaid after Bankruptcy Court approval, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due, or as approved, if at all, by the Bankruptcy Court and as set forth on Exhibit A. In addition, to the extent the firm is required to defend its fees, you agree the firm shall be entitled to reimbursement of the fees and costs related to the defense of its fees, and if applicable, as approved by the Bankruptcy Court.

Retainer Deposit: At this time, we agree to forgo an initial retainer. All legal fees incurred will be charged as set forth on **Exhibit A**. The Firm will also track its time and fees as set forth in the Terms and Conditions, which amounts will be applied in connection with the ultimate recovery in your matter.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Termination: You may terminate our services at any time upon written notice, and we also may terminate our services upon written notice. Our representation will end at the earliest of (a) your termination of our representation, (b) our withdrawal, or (c) the substantial completion of our substantive work. Please note that we may obtain judgements, perfect security interests (UCC filings) or perform other work on your behalf that may require action in the future to renew or otherwise remain valid. For example, a judgement may be valid for six years. At the end of six years, it may require renewal to extend its validity. Given the lengthy times involved, you are solely responsible for separately engaging us or another attorney of your choose for all such future renewals, continuations and similar extensions of your rights.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

By: /s/ Samuel A. Schwartz  
Samuel A. Schwartz

**Acceptance of Agreement and Standard Terms and Conditions:**

I have read and understand this Agreement and the attached Standard Terms and Conditions. I am authorized to, and do hereby, engage the Firm in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

**STONERIDGE PARKWAY, LLC**

Danny Modaberpour

BY: DANNY MODABERPOUR  
ITS: PRESIDENT

## STANDARD TERMS AND CONDITIONS

**Duties of the Parties:** The Firm agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the "Agreement") and these Standard Terms and Conditions (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

**Fees:** We record time in 6-minute increments unless arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Partners:	From \$845 per hour
Associates:	From \$345 per hour
Paralegals:	From \$235 per hour
Legal Assistants:	From \$120 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

**Outside Contract Attorneys and Legal Assistants:** You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

**In-House Costs and External Expenses:** In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For Litigation matters that involve e-Discovery tasks of processing and reviewing electronic data requiring the Firm to host data in excess of 5 gigabytes ("GB"), we will bill you \$10 per hosted GB per month, which may be more than the Firm's

direct cost to account for overhead and related expenses. These hosting charges may continue to be billed for as long as we continue to host the data in an active server environment.

At our discretion, all costs may be included on your statement or billed directly to you, and in the event of a Chapter 11 filing, as approved by the Bankruptcy Court. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

**Estimates Not Binding:** It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or "cap" our fees and other charges or costs.

**No Guarantees:** Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

**Billing Disputes:** You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' and paralegals' fees and costs.

**Retainer Deposits:** You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

**Responses to Auditors' Inquiries:** We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients' other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

**Permission to List the Company as a Client:** Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients' names or a

description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further

services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: Except in the event of a Chapter 11 bankruptcy filing, all disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

# SCHWARTZ LAW

## EXHIBIT A BLENDED HOURLY AND CONTINGENCY ATTORNEY FEE AGREEMENT

Stoneridge Parkway, LLC (“**Stoneridge**” or the “**Client**”) and Schwartz Law, PLLC (“**SL**”) hereby agree to this **Exhibit A** to the parties’ engagement letter agreement dated February 16, 2022 (the “**Agreement**”) in connection with the prosecution of the Chapter 11 case and any related state court litigation (collectively, the “**Matter**”). Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Agreement. In addition to the terms and conditions set forth in the Agreement, the parties agree to the following rates and fees:

- 1.1 **ATTORNEYS’ FEES.** Upon the monetization of Stoneridge’s assets in a Matter (each, a “**Recovery**”) Client shall pay SL a contingency fee calculated using SL’s standard hourly rates for all attorneys and for all paralegals; plus Stoneridge shall pay SL a contingency fee of twenty percent (20%) of all proceeds received from each Recovery.
- 1.2 In the event any Recovery is the subject of an appeal or appeals, the Contingent Fee shall be increased to include an additional 1.5% of the total Recovery.
- 1.3 In the event any costs and expenses incurred by SL (as set forth in Section 2) remain unpaid at the time of any Recovery, then such costs and expenses shall first be repaid to SL from the Recovery and shall not be part of any Contingency Fee.
- 1.4 If the Recovery is in the form of a structured settlement or earn out (payments instead of a lump sum), the total Contingent Fee will be paid from the first monies received.
2. **COSTS AND EXPENSES.** Client understands and agrees that reasonable costs and expenses are not included in the Contingent Fee, and they will be advanced and paid by SL as incurred, but shall be repaid to SL first out of any Recovery as set forth in Section 1.4.
  - 2.1 Costs and expenses include any and all costs and expenses related to this matter incurred or advanced by SL, including but not limited to court filing fees, deposition transcript costs, witness fees, long distance telephone charges, telefax, scanning charges, mail charges, copy charges, etc.
  - 2.2 Expenses include any and all costs and expenses related to the matter incurred by any third party, including but not limited to medical bills, expert witness fees, expert witness costs and reports.
  - 2.3 If any costs are specifically awarded by the court and if costs are recovered over and above an award of damages and fees, then (i) those awarded costs will be used to first reimburse SL for any outstanding out-of-pocket expenses and second to reimburse you for any out-of-pocket expenses, (ii) the Contingent Fee due to SL shall be computed based upon a percentage of the remainder, and (iii) any costs not awarded by the court shall be paid from the amount due to the Client.
3. **POWER OF ATTORNEY.** Subject to bankruptcy court approval if necessary, you grant SL power of attorney to act on your behalf and to execute all pleadings, claims, contracts, settlements, checks, drafts, compromises, covenants, releases, verifications, dismissals and deposits, in every respect as though you were personally doing so.
4. **COOPERATION.** As set forth in the contract, you agree to cooperate with SL.

- 4.1 You agree to provide any documents and information requested by SL.
- 4.2 You agree to review all documents submitted to you for that purpose, will read all documents to be signed and will make inquiries of SL if there are any provisions you do not understand.
- 4.3 Pursuant to the Nevada Rules of Professional Responsibility, SL retains the discretion to agree to such matters as extensions of time and continuance of hearing dates.
- 4.4 SL is authorized to treat all directions from you as fully authorized.

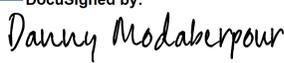
5. **SETTLEMENT**. The decision as to when and whether to proffer or accept settlement offers rests exclusively with you. SL will not agree to any settlement without your consent.

AGREED AND ACCEPTED THIS 16th DAY OF FEBRUARY, 2022.

SCHWARTZ LAW, PLLC:

STONERIDGE PARKWAY, LLC:

/s/ SAMUEL A. SCHWARTZ  
 BY: SAMUEL A. SCHWARTZ, ESQ.  
 ITS: MANAGER

DocuSigned by:  
  
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 BY: DANNY MODABERPOUR  
 ITS: PRESIDENT

# **EXHIBIT C**

# **EXHIBIT C**

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Bryan A. Lindsey, Esq.  
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blindsey@nvfirm.com  
SCHWARTZ LAW, PLLC  
601 East Bridger Avenue  
Las Vegas, NV 89101  
Telephone: 702.385.5544  
Facsimile: 702.442.9887  
*Proposed Attorneys for the Debtor*

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re: ) Case No.: 22-10540-ABL  
)  
STONERIDGE PARKWAY LLC, ) Chapter 11  
)  
)  
Debtor. ) Hearing Date: March 23, 2022  
) Hearing Time: 1:30 p.m.  
)

**[PROPOSED] ORDER ON DEBTOR’S APPLICATION  
UNDER 11 U.S.C. §§ 327(a), 328, 329 AND 331 AND FED R. BANKR. P.  
2014 AND 2016 AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
SCHWARTZ LAW, PLLC AS ATTORNEYS FOR THE DEBTOR-IN-POSSESSION**

Upon the application (the “**Application**”)<sup>1</sup> of Stoneridge Parkway LLC (the “**Debtor**”), the debtor and debtor-in-possession in the above-referenced Chapter 11 case, by and through its counsel of record, Schwartz Law, PLLC (“**SL**”), for the entry of an order pursuant to 11 U.S.C. §

<sup>1</sup> Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Application.

1 327(a), 328, 329, and 331, and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure  
2 (the “**Bankruptcy Rules**”) authorizing the employment and retention of SL as counsel for the  
3 Debtor; and upon the Declaration and Statement of Samuel A. Schwartz, Esq., filed in connection  
4 with the Application (the “**Schwartz Declaration**”), and the Court being satisfied with the  
5 representations made in the Application and the Schwartz Declaration that SL represents no interest  
6 adverse to the Debtor’s estate, that SL is a “disinterested person” as that term is defined in Section  
7 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code; and that  
8 SL’s retention is necessary and is in the best interests of the Debtor’s estate, its creditors and other  
9 parties-in-interest; and it appearing this proceeding is a core proceeding pursuant to 28 U.S.C. §  
10 157(b); and it appearing that this Court has exclusive jurisdiction over the subject matter of the  
11 Application pursuant to 28 U.S.C. § 1334(e)(2); and it appearing that venue is proper pursuant to  
12 28 U.S.C. §§ 1408 and 1409; and upon the record of the hearing held on the Application; and it  
13 appearing that proper and adequate notice of the Application has been given and that no other or  
14 further notice is necessary; and after due deliberation thereon, and all parties appearing having an  
15 opportunity to be heard; and good and sufficient cause appearing therefore, it is hereby:

16 **ORDERED** that the Application is **GRANTED**; and it is further

17 **ORDERED** that Pursuant to 11 U.S.C. §§ 327(a), 328, 329 and 331 and Bankruptcy Rules  
18 2014 and 2016, the Debtor is authorized to employ and retain SL as their attorneys to perform the  
19 services set forth in the Application and Engagement Agreement (a copy of which is attached to  
20 the Application as Exhibit B); and it is further

21 **ORDERED** that SL shall be compensated in accordance with the procedures set forth in  
22 Sections 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules and Local Rules as may  
23 then be applicable, from time to time, and such procedures as may be fixed by order of this Court;  
24 and it is further

1           **ORDERED** that the Debtor is authorized to pay SL's fees and to reimburse SL for its costs  
2 and expenses as provided in the Engagement Agreement; and it is further

3           **ORDERED** that SL's hourly rates, including periodic increases of the same as  
4 contemplated by the Application and Engagement Agreement, and the contingent fee agreement  
5 set out in the Application and Engagement Agreement, are hereby approved under 11 U.S.C. §  
6 328(a); and it is further

7           **ORDERED** that as provided by the Rule 7062 of the Bankruptcy Rules, this Order shall be  
8 effective and enforceable immediately upon entry; and it is further

9           **ORDERED** that the Court shall retain jurisdiction to hear and determine all matters arising  
10 from the implementation of this Order.

11 Submitted by:

12 SCHWARTZ LAW, PLLC

13 By: /s/ Samuel A. Schwartz  
14 Samuel A. Schwartz, Esq.  
15 Bryan A. Lindsey, Esq.  
16 601 East Bridger Avenue  
17 Las Vegas, NV 89101

18 *Proposed Attorneys for the Debtor*  
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**SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court’s ruling and that (check one):

\_\_\_\_\_ The court has waived the requirement set forth in LR 9021(b)(1).

\_\_\_\_\_ No party appeared at the hearing or filed an objection to the motion.

\_\_\_\_\_ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

\_\_\_\_\_ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

SCHWARTZ LAW, PLLC

By: /s/ Samuel A. Schwartz  
Samuel A. Schwartz, Esq.  
Bryan A. Lindsey, Esq.  
601 East Bridger Avenue  
Las Vegas, NV 89101

*Proposed Attorneys for the Debtor*

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