

EXHIBIT I

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – LOS ANGELES**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

DIRECT LENDING INVESTMENTS
LLC,

Defendant.

Case No.: 2:19-cv-02188-DSF-MRW

**NOTICE TO DIRECT LENDING
INCOME FEEDER FUND
INVESTORS OF SETTLEMENT
AND RIGHT OF EXCLUSION
FROM SETTLEMENT**

1 **PLEASE TAKE NOTICE THAT you are receiving this Notice as an**
2 **investor in Direct Lending Income Feeder Fund, Ltd. (in Official**
3 **Liquidation) (“DLIFF”). A federal court in the United States authorized this**
4 **Notice. This is not a solicitation from a lawyer.**

5 **The purpose of this Notice is to inform you that a proposed settlement**
6 **has been reached with Duff & Phelps, LLC (n/k/a Kroll, LLC). Among the**
7 **recoveries pursued on behalf of DLIFF, as well as Direct Lending Income**
8 **Fund, L.P. (“DLIF”), are claims against Kroll in respect of the provision of**
9 **audit services by the Kroll Entities. Such claims are related to proceedings**
10 **in the United States, including those pending in the U.S. District Court for**
11 **the Central District of California (the “U.S. Receivership Court”) in**
12 ***Securities and Exchange Commission v. Direct Lending Investments, LLC,***
13 **Case No. 19-cv-2188 (the “U.S. Receivership Proceedings”). If approved by**
14 **the U.S. Receivership Court, the proposed settlement will result in monies**
15 **being paid by Kroll to escrow accounts established by the Receiver (the**
16 **“Kroll Settlement Monies”), who will then distribute a portion of the monies**
17 **to the Joint Official Liquidators (the “JOLs”) of DLIFF. The portion of the**
18 **Kroll Settlement Monies distributed to DLIFF will be distributed by the**
19 **JOLs to investors and creditors of DLIFF in accordance with applicable**
20 **Cayman Islands law.**

21 **Please read this entire Notice carefully. The purpose of this Notice is**
22 **to inform you of your right to exclude yourself from participation in the**
23 **Settlement (the “Settlement” described below) pursuant to procedures**
24 **explained in this Notice. If you do nothing, you will be barred from pursuing**
25 **claims against Kroll in the United States by order of the U.S. Receivership**
26 **Court. If you decide to exclude yourself from the Settlement, you will keep**
27 **your right to pursue a claim against Kroll in the United States. However, if**

1 too many DLIFF and/or DLIF investors decide to take action and exclude
2 themselves (or “opt-out”), Kroll may withdraw from the Settlement. If Kroll
3 withdraws from the Settlement, investors and creditors will lose the benefit
4 of receiving the Kroll Settlement Monies.

5 **PLEASE TAKE FURTHER NOTICE THAT while you are entitled to**
6 **opt out from the terms of the Settlement, opting out may risk Kroll**
7 **withdrawing from, and in effect, terminating the Settlement. This Notice**
8 **explains the Settlement and the consequences of opting out. You should**
9 **consider consulting with your attorney regarding the Settlement, your**
10 **choices, and this Notice.**

11 **The Settlement:** The following parties have reached an agreement (the
12 “Settlement Agreement”) among and between, on the one hand, (a) Bradley D.
13 Sharp, in his capacity as the Court-appointed Receiver (the “Receiver”) for the
14 estate of Direct Lending Investments, LLC, DLIF, DLIFF, DLI Capital, Inc., DLI
15 Lending Agent, LLC, DLI Assets Bravo LLC (in Receivership) (collectively, the
16 “Receivership Entities”); (b) Bradley D. Sharp and Christopher D. Johnson, in
17 their capacities as Joint Official Liquidators (“JOLs”) of DLIFF (DLIFF, together
18 with the Receivership Entities, the “DLI Entities”); (c) investors in the DLI
19 Entities (“Investors”) that participated in the mediation (as defined in the
20 Settlement Agreement) and identified in Exhibit A to the Settlement Agreement
21 (“Party Investors”) (specifically, those Investors represented by Levine Kellogg
22 Lehman Schneider + Grossman LLP, The Meade Firm P.C., and Reiser Law P.C.,
23 including those who are plaintiffs in the action *Andrew Baer, et al. v. Duff &*
24 *Phelps, LLC*, et al., No. 22-CV-00994 (JMF) (S.D.N.Y.) (consolidated) (the
25 “Century Group”); those Investors represented by Nystrom Beckman & Paris
26 LLP, including those who are plaintiffs in the action *Alfred Jackson, et al. v. Duff*
27 *& Phelps, LLC*, 651831/2021 (N.Y. Supr. Ct.) (the “Jackson Group”); and those

1 Investors represented by Bragar, Eigel & Squire, P.C., including those who are
2 plaintiffs in the action *Andrew Baer, et al. v. Duff & Phelps, LLC*, et al., No. 22-
3 CV-00994 (JMF) (S.D.N.Y.) (consolidated) (the “Baer Group”); and, on the
4 other hand, (d) Duff & Phelps, LLC (n/k/a Kroll, LLC) (“Kroll”).¹ The Receiver,
5 JOLs, the DLI Entities, the Party Investors, and Kroll are referred to as the
6 “Parties.”

7 Under the terms of the Settlement Agreement, Kroll will pay the amount
8 of six million nine hundred thousand U.S. dollars (\$6,900,000) (the “Settlement
9 Amount”) to be deposited into escrow account(s) for DLIF Investors, for DLIFF,
10 for the Party Investors, and for payment of Court approved attorneys’ fees. The
11 Settlement Amount less attorneys’ fees and expenses as awarded by the Court
12 (“Net Settlement Amount”), will be disbursed to DLIF investors, will be
13 disbursed to DLIFF and distributed to DLIFF Investors and creditors by the JOLs
14 pursuant to Cayman Islands law, and will be disbursed to the Party Investors.

15 As described in more detail below, the separate portion of the Net
16 Settlement Amount disbursed to DLIFF will subsequently be distributed by the
17 JOLs in accordance with Cayman Islands law to creditors and persons or entities
18 that invested, through the purchase of shares, in DLIFF (the “DLIFF Investors”)
19 pursuant to the procedures described herein. In addition, a separate portion of the
20 Net Settlement Amount will be distributed on a pro rata basis to persons or
21 entities that invested, through the purchase of limited partnership interests or
22 otherwise, in DLIF (“DLIF Investors”) that do not exclude themselves from the

23 _____
24 ¹ “Kroll” or the “Kroll Entities” refer to Duff & Phelps, LLC (n/k/a Kroll, LLC),
25 and each of their respective Subsidiaries, parents, Affiliates, divisions, joint
26 venturers, contractors, subcontractors, subrogees, offices, controlled Persons,
27 predecessors, successors, assignors, assigns, transferees, heirs, executors,
28 shareholders, owners, investors, accountants, auditors, advisors, employees,
trustees, fiduciaries, consultants, agents, representatives, nominees, attorneys,
partners, associates, counsel, managers, and members, directors and officers, in
each case individually and collectively, together with each and any of their
respective predecessors and successors in interest.

1 Settlement (“Participating DLIF Investors”).² The Settlement will resolve all
2 claims and potential claims by the Receiver, the JOLs, and all DLIF Investors
3 who do not opt out.

4 As set forth above, the Settlement Amount of \$6,900,000 is first to be
5 reduced by the allowed amount of Court approved attorneys’ fees, which total
6 amount shall not exceed \$2,070,000. The remaining sum of \$4,830,000, the Net
7 Settlement Amount, is to be split between the Receivership Estate, on the one
8 hand, and the Party Investors, on the other hand. The Receiver’s share of
9 \$2,415,000 is then to be split between DLIF and DLIFF in accordance with the
10 prior Court-approved Claims Allowance Stipulation to divide certain proceeds
11 received by the DLI Entities between DLIFF and DLIF (“Claims Allowance
12 Stipulation”) as revised by the Motion. [Dkt. No. 318-2, Ex. 1], *available at*
13 <http://case.stretto.com/dli>. DLIFF’s separate portion of the Settlement Amount
14 will subsequently be distributed to DLIFF Investors by the JOLs in accordance
15 with Cayman Islands law.

16 In return for the Settlement Amount, the Receiver, the JOLs, the DLI
17 Entities, and the Party Investors,³ and Participating DLIF Investors will release
18 all claims against the Released Kroll Entities⁴ arising out of, relating to, or in
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20 ² Participating DLIF Investors and DLIFF Investors who do not opt out
21 (“Participating DLIFF Investors”) together are referred to as “Participating
22 Investors”.

23 ³ The Receiver, the JOLs, the DLI Entities, and the Party Investors are
24 collectively referred to as the “Claimants”.

25 ⁴ “Released Kroll Entities” means (a) the Kroll Entities; (b) the Kroll Entities’
26 predecessors, successors, Affiliates, Subsidiaries, divisions, assignors, and
27 assignees; (c) each of the foregoing’s past, present, and future officers, directors,
28 board and board members, principals, partners, officials, employees,
Subsidiaries, parents, Affiliates, divisions, joint venturers, contractors,
subcontractors, subrogees, offices, controlled Persons, predecessors, successors,
assignors, assigns, transferees, heirs, executors, shareholders, owners, investors,
accountants, auditors, advisors, trustees, fiduciaries, consultants, agents,
representatives, nominees, attorneys, partners, officers, directors, employees,
associates, counsel, managers, and members, in each case individually and
collectively, together with any of their respective predecessors and successors in

1 connection with the professional services provided by Kroll to the DLI Entities,
2 among other Released Claims.⁵ The Claimants and Participating Investors shall
3 forever be barred and enjoined by judgment of the U.S. Receivership Court from
4 commencing, prosecuting, or seeking monetary or any other relief in any court,
5 arbitration proceeding, or other forum in the United States against any of the
6 Released Kroll Entities with respect to the Released Claims. In addition, the
7 Receiver, the JOLs, and the Participating DLIF Investors agree that any final
8 verdict or judgment obtained by or on behalf of any Claimant or Participating
9 DLIF Investor against a Third Party⁶ shall be reduced by the proportionate fault
10 of the Released Kroll Entities, unless governing law requires otherwise.

11 The Receiver filed in the U.S. Receivership Proceedings the Motion for
12 Order: (i) Preliminarily Approving Settlement with Duff & Phelps, LLC (n/k/a

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14 interest; and (d) each of the Kroll Entities' insurers, reinsurers, excess insurers,
underwriters, and claims administrators.

15 ⁵ "Released Claims" means, to the fullest extent that the law permits their release,
16 all past, present, and future claims of any nature whatsoever, including, without
17 limitation, all claims, suits, actions, allegations, damages (including, without
18 limitation, contributory, compensatory, punitive, exemplary, rescissory, direct,
19 consequential or special damages, restitution, and disgorgement), liabilities,
20 causes of action, complaints, lawsuits, responsibilities, demands, rights, debts,
21 penalties, costs, expenses, fees, injunctive relief, attorneys' fees, expert or
22 consulting fees, prejudgment interest, indemnities, duties, losses, and obligations
23 of any kind, known or unknown, foreseen or unforeseen, whether or not
24 concealed or hidden, asserted or unasserted, existing or contingent, direct or
25 indirect, anticipated or unanticipated, asserted or that could have been asserted
26 by, or on behalf of, for the benefit of, or in the name of the Claimants or
Participating Investors, whether legal, contractual, rescissory, statutory, or
equitable in nature, whether arising under federal, state, common or foreign law,
that now exist, have ever existed, or might ever exist, from the beginning of time
in perpetuity, that are based upon, arise out of, or are related in any way to: (a)
the professional services provided by Kroll to the DLI Entities; (b) the conduct,
transactions, or occurrences set forth in any of the pleadings in the Related
Actions (defined below); (c) the Related Actions; and (d) the conduct and subject
matter of the Mediation, Settlement negotiations, and the negotiation of the
Settlement Agreement (except for representations or obligations expressly
included in this Agreement), including without limitation fraud in the inducement
thereof.

27 ⁶ "Third Party" means a nonparty to the Settlement Agreement that has been or
28 may be sued by any of the Claimants or Participating Investors for claims arising
out of, relating to, or in connection with the DLI Entities.

1 Kroll, LLC); (ii) Setting the Schedule for Objections and Final Approval Hearing;
2 and (iii) Approving the Form of Order Finally Approving the Settlement with
3 Duff & Phelps, LLC (n/k/a Kroll, LLC); and (iv) Approving the Form and/or
4 Limitation of Notice Under Local Rule 66-7 (the “Motion”). The Parties to the
5 Settlement Agreement seek approval of the U.S. Receivership Court of the terms
6 of the Settlement Agreement and entry of a final order approving the Settlement
7 (the “Final Approval Order”).

8 **Attorneys’ Fees:** Counsel for the Receiver and the Party Investors have
9 asked the U.S. Receivership Court for a fee award of \$2.07 million (“Attorneys’
10 Fees”).

IMPORTANT DATES	
Deadline to Request Exclusion from the Settlement:	October 14, 2024
Deadline to Submit an Objection:	October 14, 2024
Final Approval Hearing:	November 4, 2024 at 1:30 p.m. Pacific

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19 **Your legal rights are affected whether you act or do not act. Read this**
20 **Notice carefully.**

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YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you are in favor of the Settlement, which will provide millions of dollars to the investors and creditors of the DLI entities, you do not need to do anything. If you do nothing and the U.S. Receivership Court approves the Settlement, you will be barred from pursuing your own lawsuit against Kroll in the United States related in any way to the professional services provided by the Kroll Entities to the DLI Entities.
“OPT OUT” TO EXCLUDE YOURSELF FROM THE SETTLEMENT TERMS AND BEING BARRED	If you believe that you have independent claims against Kroll related to the DLI Entities that you intend to pursue in the United States, you must opt-out in order to preserve your right to pursue such claims. Opting-out is the only way that you can preserve such claims if the U.S. Receivership Court approves the Settlement. If you opt-out, you can still object to the Settlement.
SUBMIT AN OBJECTION	You may object to the Settlement, the terms of the Settlement Agreement, or the Final Approval Order, and request that the U.S. Receivership Court not approve the Settlement. If you object to the Settlement, you must also elect whether to opt out. If you do not opt out, and the U.S. Receivership Court

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	overrules your objection, you will be barred from pursuing your own lawsuit against Kroll in the United States related in any way to the professional services provided by the Kroll Entities to the DLI Entities.
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The U.S. Receivership Court must decide whether to approve the Settlement. The U.S. Receivership Court will consider whether the Settlement Agreement is adequate, fair, and reasonable. Distributions will only be made if the U.S. Receivership Court approves the Settlement and after objections or appeals, if any, are resolved.

THE SETTLEMENT BENEFITS – WHAT CAN YOU GET

1. What does the Settlement provide?

Kroll has agreed to pay \$6,900,000 in cash pursuant to the Settlement Agreement to be deposited into escrow account(s) to be identified by the Receiver. The Settlement Amount less any Attorneys’ Fees and expenses awarded by the U.S. Receivership Court shall constitute the Net Settlement Amount.

2. How will the Settlement be allocated?

The Settlement Amount of \$6,900,000 is first to be reduced by the allowed amount of Court approved attorneys’ fees, which total amount shall not exceed \$2,070,000. The remaining sum of \$4,830,000, the Net Settlement Amount, is to be split between the Receivership Estate, on the one hand, and the Party Investors, on the other hand. The Receivership Estate’s fifty percent (50%) share of the Net Settlement Amount of \$2,415,000 is then to be split between DLIF and DLIFF in accordance with the prior Court-approved Claims Allowance Stipulation as

1 revised by the Motion. The proceeds of the Net Settlement Amount received by
2 DLIFF will be distributed by the JOLs in accordance with Cayman Islands law.

3 **3. What am I giving up if I do not opt out?**

4 If you do not opt out pursuant to the procedures described in this Notice,
5 you will be barred and enjoined from prosecuting any Released Claims against
6 Kroll in the United States.

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8 Released Claims means, to the fullest extent that the law permits their
9 release, all past, present, and future claims of any nature whatsoever,
10 including, without limitation, all claims, suits, actions, allegations,
11 damages (including, without limitation, contributory, compensatory,
12 punitive, exemplary, rescissory, direct, consequential or special damages,
13 restitution, and disgorgement), liabilities, causes of action, complaints,
14 lawsuits, responsibilities, demands, rights, debts, penalties, costs,
15 expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees,
16 prejudgment interest, indemnities, duties, losses, and obligations of any
17 kind, known or unknown, foreseen or unforeseen, whether or not
18 concealed or hidden, asserted or unasserted, existing or contingent, direct
19 or indirect, anticipated or unanticipated, asserted or that could have been
20 asserted by, or on behalf of, for the benefit of, or in the name of the
21 Claimants or Participating Investors, whether legal, contractual,
22 rescissory, statutory, or equitable in nature, whether arising under federal,
23 state, common or foreign law, that now exist, have ever existed, or might
24 ever exist, from the beginning of time in perpetuity, that are based upon,
25 arise out of, or are related in any way to: (a) the professional services
26 provided by the Kroll Entities to the DLI Entities; (b) the conduct,
27 transactions, or occurrences set forth in any of the pleadings in the Related
28 Actions; (c) the Related Actions⁷; and (d) the conduct and subject matter
of the Mediation, Settlement negotiations, and the negotiation of this

⁷ “Related Actions” means, collectively, the U.S. Receivership Proceedings, the consolidated action brought by the Century Group and the Baer Group, the action brought by the Jackson Group, and the Receiver Action, and all claims which have been asserted, could have been asserted, and/or were threatened against the Kroll Entities concerning or in relation to the Related Actions, whether or not such claims were alleged and filed in litigation proceedings. “Receiver Action” means the lawsuit pending in the Supreme Court of the State of New York, County of New York titled *Bradley D. Sharp, et al. v. Duff & Phelps, LLC*, No. 652332/2021 (NY Supr. Ct.) and Appellate Case No. 2023-01386.

1 Agreement (except for representations or obligations expressly included in
2 this Agreement), including without limitation fraud in the inducement
3 thereof.

4 Put simply, you will not be able to able to pursue any lawsuit or any claim
5 against Kroll in the United States that in any way is related to the services
6 provided by Kroll to the DLI Entities.

7 **THE PROCESS FOR OPTING OUT**

8 If you want to keep any right to bring a claim, sue, or continue to sue Kroll
9 on your own in the United States for any Released Claims, then you must take
10 the following steps. This is called “excluding yourself” or “opting out.” *If too*
11 *many investors opt out, Kroll may withdraw from the Settlement. The Receiver*
12 *and the JOLs believe that the Settlement is beneficial for all investors and*
13 *creditors of the DLI Entities.*

14 **4. How do I opt out?**

15 To opt out, you must send a written letter by e-mail stating that you want
16 to be excluded from the Settlement and do not want to be barred from pursuing
17 claims you have and wish to bring in the United States against Kroll related to
18 their work for the DLI Entities. Your email should reference this case as follows:
19 *Securities and Exchange Commission v. Direct Lending Investments, LLC*, Case
20 No. 19-cv-2188 (C.D. Cal.). You must include your name, address, telephone
21 number, and e-mail address on the letter. You must sign the letter and e-mail it
22 so that it is received no later than October 14, 2024 to:

23 TeamDLI@stretto.com

24 You may not opt out over the telephone. You must submit the written
25 exclusion request via e-mail as noted above.

26 **5. If I do not opt out, can I sue Kroll for the same claim later in the** 27 **United States?**

1 No. Unless you opt out, you will be barred by order of the Court from suing
2 Kroll for the Released Claims in the United States. If you have a pending lawsuit
3 against Kroll, speak to your lawyer in that case immediately. Remember, the
4 exclusion date is October 14, 2024.

5 OBJECTING TO THE SETTLEMENT

6 You can also oppose approval of the Settlement, the Settlement
7 Agreement, or the Final Approval Order.

8 6. How do I object?

9 If you wish to object to the terms of the Settlement Agreement or the Final
10 Approval Order, or you wish to appear at the Final Approval Hearing (the “Final
11 Approval Hearing” described below), you must submit a written objection via e-
12 mail to TeamDLI@stretto.com, no later than October 14, 2024. All objections
13 must:

- 14 a. contain the name, address, telephone number, and an e-mail
15 address of the Person filing the objection;
- 16 b. contain the name, address, telephone number, and e-mail address
17 of any attorney representing the Person filing the objection;
- 18 c. be signed by the Person filing the objection, or his or her
19 attorney;
- 20 d. state, in detail, the basis for any objection;
- 21 e. attach any document the Court should consider in ruling on the
22 Settlement Agreement and the Final Approval Order; and
- 23 f. if the Person filing the objection wishes to appear at the Final
24 Approval Hearing, make a request to do so.

25 Please note that if you do not submit an objection by the time and in the
26 manner provided above, you will be deemed to have waived the right to object
27 (including any right to appeal) and shall be forever barred from raising such
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1 objections in the U.S. Receivership Proceedings or any other action or
2 proceeding. The U.S. Receivership Court may decline to permit anyone who fails
3 to submit a written objection and request to appear at the Final Approval Hearing
4 from appearing at the Final Approval Hearing. The U.S. Receivership Court will
5 exercise discretion as to whether it wishes to hear from any person or entity who
6 fails to make a timely written objection and request to appear.

7 If you do not opt-out and you object to the Settlement, and your objection
8 is overruled by the U.S. Receivership Court, you will be barred from pursuing
9 your own lawsuit in the United States against Kroll related in any way to the
10 professional services provided by Kroll to the DLI Entities.

11 You do not need to appear at the Final Approval Hearing or take any other
12 action to indicate your approval.

13 **FINAL APPROVAL HEARING**

14 The U.S. Receivership Court will hold a hearing to decide whether to
15 approve the Settlement Agreement and enter the Final Approval Order.

16 **7. When and where will the Court decide whether to approve the** 17 **Settlement?**

18 The Court will hold the Final Approval hearing on the Settlement at 1:30
19 p.m. on November 4, 2024, in Courtroom 7D of the United States District Court
20 for the Central District of California, First Street Courthouse, 350 West 1st Street,
21 Los Angeles, California 90012. The purpose of the Final Approval Hearing will
22 be to: (i) determine whether the terms of the Settlement Agreement should be
23 finally approved by the U.S. Receivership Court; (ii) determine whether the Final
24 Approval Order should be entered by the U.S. Receivership Court; (iii) rule upon
25 any objections to the Settlement Agreement or the Final Approval Order; and (iv)
26 rule upon such other matters as the U.S. Receivership Court may deem
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1 appropriate. At the hearing, the U.S. Receivership Court will consider whether
2 the Settlement Agreement is adequate, fair, and reasonable.

3 **8. Do I need to come to the Final Approval Hearing?**

4 No. If you submit an objection, you do not have to come to the Court to
5 talk about it. As long as your written objection is received on time, the U.S.
6 Receivership Court will consider it. If you wish to make an appearance at the
7 Final Approval Hearing, you must make a request to do so in your objection.

8 **IF YOU DO NOTHING**

9 **9. What happens if I do nothing at all?**

10 You do not have to do anything. If you do not object to the U.S.
11 Receivership Court approving the Settlement, the Settlement Agreement, or the
12 Final Approval Order, and if you do not want to opt out, then you do not need to
13 do anything. If you do nothing and the U.S. Receivership Court approves the
14 Settlement, you will receive your portion of the Settlement Monies from the JOLs
15 in the Cayman Islands, to the extent you are entitled in accordance with Cayman
16 Islands law. If you do nothing and the U.S. Receivership Court grants final
17 approval of the Settlement and enters the Final Approval Order, you will be
18 barred from pursuing claims against Kroll in the United States based on the
19 professional services provided by Kroll to the DLI Entities.

20 **IF YOU WANT MORE INFORMATION**

21 **10. How do I get more details on the Settlement?**

22 This Notice does not provide all the details of the Settlement and the
23 Settlement Agreement. For further details, you can obtain copies of the
24 Settlement Agreement, the proposed Final Approval Order, the Notice of
25 Settlement, the Motion, and other supporting papers from the Receiver's website
26 (<http://case.stretto.com/dli>). Copies of these documents may also be requested by
27

1 e-mail, by sending the request to TeamDLI@stretto.com; or by telephone, by
2 calling the Stretto Administrator at 855-885-1564.

3
4 DATED: August 19, 2024

RAINES FELDMAN LITTRELL LLP

5 By: /s/ Kathy Bazoian Phelps
6 Kathy Bazoian Phelps
7 Counsel for Bradley D. Sharp
8 Permanent Receiver
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