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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 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 Fund, L.P.**

3 **The purpose of this Notice is to inform you that a proposed settlement**
4 **has been reached with Duff & Phelps, LLC (n/k/a Kroll, LLC) and to inform**
5 **you of your right to exclude yourself from participation in the Settlement**
6 **(“Settlement” described below) pursuant to procedures explained in this**
7 **Notice. If you exclude yourself (*i.e.*, opt out of) the Settlement, you will not**
8 **be entitled to receive any of the Settlement Amount (“Settlement Amount”**
9 **defined below). Additionally, if too many Direct Lending Income Fund, L.P.**
10 **(“DLIF”) and/or Direct Lending Income Feeder Fund, Ltd. (in Official**
11 **Liquidation) (“DLIFF”) investors decide to take action and opt out, Kroll**
12 **may withdraw from the Settlement. If you do nothing, you may be entitled**
13 **to receive a distribution from the Settlement Amount. This Notice describes**
14 **important rights you may have and the steps you must take if you wish to be**
15 **excluded from the Settlement. Please read this entire Notice carefully.**

16 **PLEASE TAKE FURTHER NOTICE THAT while you are entitled to**
17 **opt out from the terms of the Settlement, opting out may risk Kroll**
18 **withdrawing from, and in effect, terminating the Settlement. This notice**
19 **explains the Settlement and the consequences of opting out. You should**
20 **consider consulting with your attorney regarding the Settlement, your**
21 **choices, and this Notice.**

22 **A federal court authorized this Notice. This is not a solicitation from**
23 **a lawyer.**

24 **The Settlement:** The following parties have reached an agreement (the
25 “Settlement Agreement”) among and between, on the one hand, (a) Bradley D.
26 Sharp, in his capacity as the Court-appointed Receiver (the “Receiver”) for the
27 estate of DLIF, DLIFF, DLI Capital, Inc., DLI Lending Agent, LLC, DLI Assets

1 Bravo LLC (in Receivership) (collectively, the “Receivership Entities”); (b)
2 Bradley D. Sharp and Christopher D. Johnson, in their capacities as Joint Official
3 Liquidators (“JOLs”) of DLIFF, together with the Receivership Entities, the
4 “DLI Entities”; (c) investors in the DLI Entities (“Investors”) that participated in
5 the mediation and identified in Exhibit A to the Settlement Agreement (“Party
6 Investors”) (specifically, those Investors represented by Levine Kellogg Lehman
7 Schneider + Grossman LLP, The Meade Firm P.C., and Reiser Law P.C.,
8 including those who are plaintiffs in the action *Andrew Baer, et al. v. Duff &*
9 *Phelps, LLC*, et al., No. 22-CV-00994 (JMF) (S.D.N.Y.) (consolidated) (the
10 “Century Group”); those Investors represented by Nystrom Beckman & Paris
11 LLP, including those who were plaintiffs in the action *Alfred Jackson, et al. v.*
12 *Duff & Phelps, LLC*, 651831/2021 (N.Y. Supr. Ct.) (the “Jackson Group”); and
13 those Investors represented by Bragar, Eigel & Squire, P.C., including those who
14 are plaintiffs in the action *Andrew Baer, et al. v. Duff & Phelps, LLC*, et al., No.
15 22-CV-00994 (JMF) (S.D.N.Y.) (consolidated) (the “Baer Group”)); and, on the
16 other hand, (d) Duff & Phelps, LLC (n/k/a Kroll, LLC) (“Kroll”).¹ The Receiver,
17 JOLs, the DLI Entities, the Party Investors, and Kroll are referred to as the
18 “Parties.”

19 Under the terms of the Settlement Agreement, Kroll will pay the amount
20 of six million nine hundred thousand U.S. dollars (\$6,900,000) (the “Settlement
21 Amount”) to be deposited into escrow account(s) for DLIF Investors, for DLIFF,
22 for the Party Investors, and for payment of Court approved attorneys’ fees. 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 Amount less attorneys’ fees and expenses as awarded by the Court
2 (“Net Settlement Amount”), will be disbursed to DLIF Investors, will be
3 disbursed to DLIFF, and distributed to DLIFF Investors and creditors by the JOLs
4 pursuant to Cayman Islands law, and will be disbursed to the Party Investors.

5 As described in more detail below, the portion of the Net Settlement
6 Amount will be distributed on a pro rata basis to persons or entities that invested,
7 through the purchase of limited partnership interests or otherwise, in DLIF
8 (“DLIF Investors”) that do not exclude themselves from the Settlement
9 (“Participating DLIF Investors”) pursuant to the procedures described herein. In
10 addition, a separate portion of the Net Settlement Amount will be disbursed to
11 DLIFF and subsequently distributed by the JOLs in accordance with Cayman
12 Islands law to creditors and persons or entities that invested, through the purchase
13 of shares, in DLIFF (the “DLIFF Investors”).² The Settlement will resolve all
14 claims and potential claims by the Receiver, the JOLs, and all DLIF Investors
15 who do not opt out.

16 As set forth above, the Settlement Amount of \$6,900,000 is first to be
17 reduced by the allowed amount of Court approved attorneys’ fees, which total
18 amount shall not exceed \$2,070,000. The remaining sum of \$4,830,000, the Net
19 Settlement Amount, is to be split between the Receivership Estate, on the one
20 hand, and the Party Investors, on the other hand. The Receivership Estate’s share
21 of \$2,415,000 is then to be split between DLIF and DLIFF in accordance with
22 the prior Court-approved Claims Allowance Stipulation (“Claims Allowance
23 Stipulation”) as revised by the Motion. [Dkt. No. 318-2, Ex. 1], *available at*
24 <http://case.stretto.com/dli>. DLIFF’s separate portion of the Settlement Amount
25 will subsequently be distributed by the JOLs in accordance with Cayman Islands

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27 ² Participating DLIF Investors and DLIFF Investors who do not opt out
28 (“Participating DLIFF Investors”) together are referred to as “Participating
Investors”.

1 law. The portion of the Settlement Amount to DLIF will be subject to a reserve
2 for potential taxes with the remainder to be distributed to the Participating DLIF
3 Investors.

4 In return for the Settlement Amount, (a) the Receiver, the JOLs, the DLI
5 Entities, the Party Investors,³ and Participating DLIF Investors will release all
6 claims against the Released Kroll Entities⁴ arising out of, relating to, or in
7 connection with the professional services provided by the Kroll Entities to the
8 DLI Entities among other Released Claims;⁵ (b) the Claimants and Participating

9
10 ³ The Receiver, the JOLs, the DLI Entities, and the Party Investors are
collectively referred to as the “Claimants”.

11 ⁴ “Released Kroll Entities” means (a) the Kroll Entities; (b) the Kroll Entities’
12 predecessors, successors, Affiliates, Subsidiaries, divisions, assignors, and
13 assignees; (c) each of the foregoing’s past, present, and future officers, directors,
14 board and board members, principals, partners, officials, employees,
15 Subsidiaries, parents, Affiliates, divisions, joint venturers, contractors,
16 subcontractors, subrogees, offices, controlled Persons, predecessors, successors,
17 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
interest; and (d) each of the Kroll Entities’ insurers, reinsurers, excess insurers,
underwriters, and claims administrators.

18 ⁵ “Released Claims” means, to the fullest extent that the law permits their release,
19 all past, present, and future claims of any nature whatsoever, including, without
20 limitation, all claims, suits, actions, allegations, damages (including, without
21 limitation, contributory, compensatory, punitive, exemplary, rescissory, direct,
22 consequential or special damages, restitution, and disgorgement), liabilities,
23 causes of action, complaints, lawsuits, responsibilities, demands, rights, debts,
24 penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or
25 consulting fees, prejudgment interest, indemnities, duties, losses, and obligations
26 of any kind, known or unknown, foreseen or unforeseen, whether or not
27 concealed or hidden, asserted or unasserted, existing or contingent, direct or
28 indirect, anticipated or unanticipated, asserted or that could have been asserted
by, or on behalf of, for the benefit of, or in the name of the Claimants or
Participating Investors (defined below), 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 the Kroll Entities 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 this Agreement (except for representations or obligations

1 Investors shall forever be barred and enjoined by judgment of the Court in the
2 SEC Action (defined below) from commencing, prosecuting, or seeking
3 monetary or any other relief in any court, arbitration proceeding, or other forum
4 in the United States against any of the Released Kroll Entities with respect to the
5 Released Claims; and (c) any final verdict or judgment obtained by or on behalf
6 of any Claimant or Participating DLIF Investor against any Third Party⁶ shall be
7 reduced by the proportionate fault of the Released Kroll Entities, unless
8 governing law requires otherwise.

9 The Receiver has filed in *Securities and Exchange Commission v. Direct*
10 *Lending Investments, LLC*, Case No. 19-cv-2188 (C.D. Cal.) (the “SEC Action”) the
11 Motion for Order: (i) Preliminarily Approving Settlement with Duff &
12 Phelps, LLC (n/k/a Kroll, LLC); (ii) Setting the Schedule for Objections and
13 Final Approval Hearing; (iii) Approving the Form of Order Finally Approving
14 the Settlement with Duff & Phelps, LLC (n/k/a Kroll, LLC); and (iv) Approving
15 the Form and/or Limitation of Notice Under Local Rule 66-7 (the “Motion”). The
16 Parties to the Settlement Agreement seek approval of the Court in the SEC Action
17 of the terms of the Settlement Agreement and entry of a final order approving the
18 Settlement (the “Final Approval Order”).

19 **Attorneys’ Fees:** Counsel for the Receiver and the Party Investors have
20 asked the Court in the SEC Action for a fee award of \$2.07 million (“Attorneys’
21 Fees”).

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26 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.

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| IMPORTANT DATES | |
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| 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 |

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

| YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT | |
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| DO NOTHING | If you agree to the Settlement and wish to participate in a distribution of proceeds from the Settlement, you do not need to do anything. If you do nothing and the Court approves the Settlement, you will release all claims against Kroll related in any way to the professional services provided by the Kroll Entities to the DLI Entities. You will also be barred by court order 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 | If you opt-out from the Settlement, you will get no payment. This is the only option that allows you to pursue your own lawsuit against Kroll related in any way to the professional services |

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| | provided by the Kroll Entities to the DLI Entities. 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 Court not approve the Settlement. If you object to the Settlement, you must also elect whether to opt-out. If you object to the Settlement and you do not exclude yourself, and your objection is overruled by the Court, you will participate in a distribution of proceeds from the Settlement and release and be barred from pursuing your own lawsuit against Kroll related in any way to the professional services provided by the Kroll Entities to the DLI Entities. |

The Court in the SEC Action must decide whether to approve the Settlement. The Court will consider whether the Settlement Agreement is adequate, fair, and reasonable. Distributions will only be made if the 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

1 awarded by the Court in the SEC Action shall constitute the Net Settlement
2 Amount.

3 **2. How will the Settlement be allocated?**

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

12 The portion of the Net Settlement Amount to be received by DLIF will be
13 distributed by the Receiver on a pro rata basis to Participating DLIF Investors.
14 This pro rata distribution will be based on each DLIF Investor's Net Investment
15 (total investment less pre-receivership returns). The separate portion of the Net
16 Settlement Amount to be received by DLIFF will be distributed by the JOLs in
17 accordance with Cayman Islands law.

18 The amount of the distribution from the Net Settlement Amount that you
19 may receive cannot be determined at this time with accuracy because the
20 distribution depends on whether other Investors exclude themselves from the
21 Settlement and on the amount of Attorneys' Fees awarded by the Court.

22 **3. What am I giving up to potentially get a payment?**

23 Unless you exclude yourself from the Settlement pursuant to the
24 procedures described in this Notice, you will be barred and enjoined from
25 prosecuting any Released Claims against the Kroll Entities, and you will have
26 released all Released Claims against the Kroll Entities.

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

18 Put simply, you will not be able to able to pursue any lawsuit or any claim
19 against Kroll that in any way is related to the services provided by the Kroll
20 Entities to the DLI Entities.

21 Additionally, if you do not exclude yourself from the Settlement pursuant
22 to the procedures described in this Notice, you are agreeing to, and by order of

23 ⁷ “Related Actions” means, collectively, the SEC Action, the consolidated action
24 brought by the Century Group and the Baer Group, the action brought by the
25 Jackson Action, and the Receiver Action, and all claims which have been
26 asserted, could have been asserted, and/or were threatened against the Kroll
27 Entities concerning or in relation to the Related Actions, whether or not such
28 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 the Court in the SEC Action will be required to, reduce the amount of any final
2 verdict or judgment you obtain against any Third Party by an amount that
3 corresponds to the percentage of responsibility of the Released Kroll Entities for
4 common damages. However, where the law governing such final verdict or
5 judgment (“Other Governing Law”) requires a reduction in a different amount,
6 the final verdict or judgment shall be reduced by an amount as provided by Other
7 Governing Law.

8 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

9 If you do not want a payment from the Settlement, but you want to keep
10 any right to bring a claim, sue, or continue to sue Kroll on your own for any
11 Released Claims, then you must take the following steps. This is called
12 “excluding yourself” and is sometimes referred to as “opting out.”

13 In the event that Investors that opt out of the Settlement exceed a certain
14 threshold agreed upon by the Parties to the Settlement Agreement, Kroll has the
15 sole and exclusive right to withdraw from and terminate the Settlement. The
16 Receiver and the JOLs believe that the Settlement is beneficial for all investors
17 and creditors of the DLI Entities.

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

19 To exclude yourself from the Settlement, you must send a letter by e-mail
20 stating that you want to be excluded from the Settlement in *Securities and*
21 *Exchange Commission v. Direct Lending Investments, LLC*, Case No. 19-cv-2188
22 (C.D. Cal.). You must include your name, address, telephone number, and e-mail
23 address on the letter. You must sign the letter and e-mail it so that it is received
24 no later than October 14, 2024 to:

25 TeamDLI@stretto.com

26 You cannot exclude yourself on the phone. You must submit the written
27 exclusion request via e-mail as noted above.

1 If you ask to be excluded, you are not eligible to receive any Settlement
2 payment. By opting out, you will not receive any benefit from the Settlement.

3 **5. If I do not opt out, can I sue Kroll for the same claim later?**

4 No. Unless you exclude yourself, you give up the right to sue Kroll for the
5 Released Claims. If you have a pending lawsuit against Kroll, speak to your
6 lawyer in that case immediately. Remember, the exclusion date is October 14,
7 2024.

8 **6. If I opt out, can I get money from the Settlement?**

9 No. If you exclude yourself, you will not be entitled to any distribution
10 under the Settlement described here. But you may sue, continue to sue, or be part
11 of a different lawsuit against Kroll asserting a Released Claim.

12 **OBJECTING TO THE SETTLEMENT**

13 You can tell the Court in the SEC Action that you do not agree with the
14 Settlement, the Settlement Agreement, or the Final Approval Order.

15 **7. How do I object?**

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

- 21 a. contain the name, address, telephone number, and an e-mail
22 address of the Person filing the objection;
- 23 b. contain the name, address, telephone number, and e-mail address
24 of any attorney representing the Person filing the objection;
- 25 c. be signed by the Person filing the objection, or his or her
26 attorney;
- 27 d. state, in detail, the basis for any objection;

- 1 e. attach any document the Court should consider in ruling on the
2 Settlement Agreement and the Final Approval Order; and
3 f. if the Person filing the objection wishes to appear at the Final
4 Approval Hearing, make a request to do so.

5 Please note that if you do not submit an objection by the time and in the
6 manner provided above, you will be deemed to have waived the right to object
7 (including any right to appeal) and shall be forever barred from raising such
8 objections in the SEC Action or any other action or proceeding. The Court may
9 decline to permit anyone who fails to submit a written objection and request to
10 appear at the Final Approval Hearing from appearing at the Final Approval
11 Hearing. The Court will exercise discretion as to whether it wishes to hear from
12 any person or entity who fails to make a timely written objection and request to
13 appear.

14 If you do not opt-out and you object to the Settlement, and your objection
15 is overruled by the Court, you will release and be barred from pursuing your own
16 lawsuit against Kroll related in any way to the professional services provided by
17 Kroll to the DLI Entities.

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

20 FINAL APPROVAL HEARING

21 The Court in the SEC Action will hold a hearing to decide whether to
22 approve the Settlement Agreement and enter the Final Approval Order.

23 **8. When and where will the Court decide whether to approve the** 24 **Settlement?**

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

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

9 No. If you submit an objection, you do not have to come to the Court to
10 talk about it. As long as your written objection is received on time, the Court will
11 consider it. If you wish to make an appearance at the Final Approval Hearing,
12 you must make a request to do so in your objection.

13 **IF YOU DO NOTHING**

14 **10. What happens if I do nothing at all?**

15 You do not have to do anything to participate in the Settlement. If the Court
16 in the SEC Action grants final approval of the Settlement and enters the Final
17 Approval Order, if you are a DLIF Investor you will be bound by the Settlement
18 (including the releases) and you will receive payment on a pro rata basis as
19 discussed above in Paragraph 2.

20 **IF YOU WANT MORE INFORMATION**

21 **11. 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
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1 email, by sending the request to TeamDLI@stretto.com; or by telephone, by
2 calling the Stretto Administrator at 855-885-1564.

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DATED: August 19, 2024

RAINES FELDMAN LITTRELL LLP

By: /s/ Kathy Bazoian Phelps
Kathy Bazoian Phelps
Counsel for Bradley D. Sharp
Permanent Receiver