Fill in this information to identify the case:

Debtor 1   Yueting, Jia

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number   19-12220

Filed: USBC - District of Delaware
Yueting Jia   (B10)
19-12220 (KBO)
YT1
0000000002

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1:	Identify the Claim

1. Who is the current creditor?

KLDiscovery Ontrack, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor LD Lower Holdings, Inc.

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

KLDiscovery Ontrack, LLC
Name

8201 Greensboro Drive, Suite 300
Number   Street

McLean   VA   22102
City   State   ZIP Code

Contact phone 703-288-3380

Contact email David.Werner@KLDiscovery.com

Where should payments to the creditor be sent? (if different)

Name

Number   Street

City   State   ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____   Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? _____

6. **Do you have any number you use to identify the debtor?**	☐ No ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 9 7 5

---

7. **How much is the claim?** $_____ $9,250.99 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

---

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Services performed _____

---

9. **Is all or part of the claim secured?**

☑ No

☐ Yes.   The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____
Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

---

10. **Is this claim based on a lease?**

☑ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. $_____

---

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

---

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	☑ No	
	☐ Yes. *Check one:*	**Amount entitled to priority**
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
	☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
	☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.
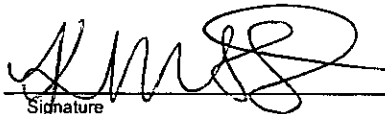18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/19/19
                  MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name			
	First name	Middle name	Last name
Title			
Company			
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address			
	Number Street		
	City	State	ZIP Code
Contact phone		Email	

Discovery Services Statement of Work

Prepared for:

Jia Yueting

STREET: 91 Marguerite Drive

CITY, STATE, ZIP CODE: Rancho Palos Verdes, CA 90277

PHONE: _____

EMAIL: mia.zhang315@gmail.com

Customer ID: █████

SO: █████

PO#/Matter Reference: Jia Yueting 0424428-00002

Version: 1.0
September 11, 2019

Submitted by: █████

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Project Overview

The intent of this Statement of Work ("SOW") is to define activities, deliverables, and pricing to meet the objectives of the Legal Technologies project for Jia Yueting ("Client"). The project may include assisting the Client in the processing, review, and production of electronically stored information ("ESI").

Legal Technologies Pricing

Project Management

Acceptance & Authorization

By signing below as an authorized representative, you authorize Vendor to immediately proceed with the engagement as defined under the Project overview, subject to the terms and conditions of the Service Agreement, which you have read and understand.

Jia Yueting

Full Name

Title

Signature

Date

Accounts Payable Contact: (for invoicing purposes)

Contact Name

PO/Number/Reference

Email

Phone

Service	Description and Assumptions	Unit	US Price (USD)
██████████			
████████████	██████████	■	■
████████████████████████████			
████████████	████████████████	■	■
████████████	██████████████	■	■
██████████	██████████████████	■	█████████████
██████████	████████████████	■	████████
██████████			
██████████	████████████████	████	████████████
██████████	████████████████	████	████████████
████████	██████████	■	■
████████	██████████████████	■	■
██████	██████████████████	■	■
██████████			
████████	██████████	■	████

Production Services

KLDisc🔍very™

Service Agreement

KLDiscovery Ontrack, LLC on behalf of itself and its affiliates ("Vendor") and Client agree that all services performed under this SOW will be governed by the following terms and conditions:

■ ▬▬▬▬

[content redacted]

2. The Services

2.1 KLDiscovery shall make the Services available to Client and its Users pursuant to the terms of this Agreement. Access to and use of the Services is granted solely to the Client stated in the Agreement and shall not be shared with any third parties other than those designated by Client and approved by KLDiscovery.

[content redacted]

4. Fees and Payments

4.1 The Fees shall be as set forth in the ESI Services Pricing Schedule above. The Fees do not include applicable service taxes for which Client shall be responsible. The terms Firm, Client, and Firm's Client in this section shall be directly referenced with the definition in section 1.1.

4.2 Client agrees to pay KLDiscovery all sums for provision of the Services together with any approved expenses. KLDiscovery will invoice for work completed as follows: (i) excluding managed review, all fees invoiced on a monthly basis in arrears for the duration of the Project; and/or (ii) managed review work shall be invoiced twice a month in arrears for the duration of the Project. All invoices are payable within 30 days of date of invoice. Fees are non-refundable and based on Services purchased and not actual usage (except for Fees based on volume in the case of overage Fees). Client expressly agrees that payment to KLDiscovery for Services rendered is not contingent on the outcome of the Project set out in the SOW or on Firm's receipt of payment from Firm's Client.

4.3 Client understands that, in the event of non-payment of invoices, KLDiscovery: (i) reserves the right to suspend performance of, and/or terminate, its Services, including the availability of its software and platforms at any time; and/or (ii) charge interest on late payment in the amount of 1 1/2% per month, or the maximum percentage allowable under state law. The Client shall pay all costs of collection of unpaid debts, including, without limitation, reasonable legal fees.

4.4 Where KLDiscovery is engaged by a Firm for Services ultimately rendered for Firm's Client and Firm's Client is not a signatory to this Agreement, Firm represents that it has obtained the authority from Client to bind Client under and according to the terms of this Agreement, including the terms to honor all invoices presented by KLDiscovery for work performed under this Agreement.

4.5 Where KLDiscovery is engaged by a Client solely, Client shall pay KLDiscovery within 30 days from the date of invoice (the "Due Date").

4.6 Where KLDiscovery is engaged by a Firm solely, Firm shall pay KLDiscovery within 30 days from the date of invoice (the "Due Date").

4.7 Client will notify KLDiscovery in writing of any disputed fees within ten (10) days of invoice date, otherwise KLDiscovery's invoices shall be deemed payable in full. Upon notice of such disputed fees, the Parties reserve a thirty (30) day period for validation of the disputed fee or cure of any claimed and validated defect. Thereafter, the initial invoice or an updated invoice shall be issued to Client.

[content redacted]

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8201 Greensboro Drive, Suite 300
McLean, VA 22102
Phone: (952) 937-1107

INVOICE

Invoice Number:	PO100085423
Invoice Date:	10/16/2019
Service Dates:	09/01/2019 - 09/30/2019
Customer Number:	5575414
Job Number:	6192975
PO Number:	
Matter Reference:	Jia Yueting - 063229-0002
Invoice Amount Due:	5,587.45 USD

Bill To Customer:

Latham & Watkins LLP
Attention:
12670 High Bluff Dr # 100
San Diego, CA 92130-3086
United States

Sales Rep: Harris, Phillip   Payment Terms: Net 30 Days   Due Date: 11/15/2019

Description	Quantity	U of M	Rate	Taxable	Ext. Price	Currency
DISCOVERY SERVICES						
Active Hosting - Relativity	5.45	Units	15.0000	N	81.75	USD
Hosted Services - Technical Time - Relativity	6.1	Units	175.0000	N	1,067.50	USD
Professional Services PM	27.2	Units	150.0000	N	4,080.00	USD
Selective ESI Processing - Data Ingestion	3	Units	15.0000	N	45.00	USD
Selective ESI Processing - Processing Responsive Data	2.12	Units	110.0000	N	233.20	USD
User Access - Relativity	1	Units	80.0000	N	80.00	USD

Subtotal	5,587.45	
Tax (0.00%)	0.00	
Invoice Amount Due:	5,587.45	**USD**

Please Send Remittance to

Electronic Payment Instructions:
Bank: Bank of America
Account Name: KLDiscovery Ontrack
Routing: 111000012
Account: 4427195125
SWIFT: BOFAUS3N
Tax ID: 81-0787151

Remittance Address:
KLDiscovery Ontrack
PO BOX 845823
Dallas, TX 75284-5823

All invoice and payment inquiries should be sent to KLD_Support@KLDiscovery.com, which is our preferred method. To speak with a KLD representative, please call (952) 937-1107. LDiscovery, LDiscovery TX, and Kroll Ontrack ediscovery solutions are now brought to you by KLDiscovery Ontrack dba KLDiscovery

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8201 Greensboro Drive, Suite 300
McLean, VA 22102
Phone: (952) 937-1107

INVOICE REPRINT

Bill To Customer:

Latham & Watkins LLP
Attention:
12670 High Bluff Dr # 100
San Diego, CA 92130-3086
United States

Invoice Number:	P0100090948
Invoice Date:	11/21/2019
Service Dates:	10/01/2019 - 10/31/2019
Customer Number:	5575414
Job Number:	6192975
PO Number:	
Client Matter Number:	Jia Yueting - 063229-0002
Invoice Amount Due:	3,663.54 USD

Account Manager: Harris, Phillip   Payment Terms: Net 30 Days   Due Date: 12/21/2019

Description	Quantity	U of M	Rate	Taxable	Ext. Price	Currency
DISCOVERY SERVICES						
Active Hosting - Relativity	12.36	Units	10.0000	N	123.64	USD
ECA Hosting	5.46	Units	5.0000	N	27.30	USD
Hosted Services - Technical Time - Relativity	2.1	Units	125.0000	N	262.50	USD
Native and Image Production (GB)	0.21	Units	225.0000	N	47.25	USD
Professional Services PM	14.8	Units	150.0000	N	2,220.00	USD
Selective ESI Processing - Data Ingestion	0.19	Units	15.0000	N	2.85	USD
User Access - Relativity	14	Units	70.0000	N	980.00	USD

Subtotal	3,663.54	
Tax (0.00%)	0.00	
Invoice Amount Due:	**3,663.54**	**USD**

Please Send Remittance to

Electronic Payment Instructions:

Bank: Bank of America
Account Name: KLDiscovery Ontrack
Routing: 111000012
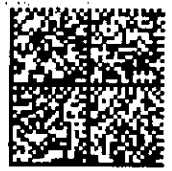Account: 4427195125
SWIFT: BOFAUS3N
Tax ID: 81-0787151

Remittance Address:

KLDiscovery Ontrack
PO BOX 845823
Dallas, TX 75284-5823

All invoice and payment inquiries should be sent to KLD_Support@KLDiscovery.com, which is our preferred method. To speak with a KLD representative, please call (952) 937-1107. LDiscovery, LDiscovery TX, and Kroll Ontrack ediscovery solutions are now brought to you by KLDiscovery Ontrack dba KLDiscovery

KLDiscovery
8201 Greensboro Dr. #300
Mclean, VA 22102

NOVA 220
20 DEC 2019
PM 3L

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.50⁰
0001968842   DEC 13 2019
MAILED FROM ZIP CODE 22102

RECEIVED

DEC 2 3 2019

Yueting Jia LEGAL SERVICES
C/o Epiq Corporate Restructuring
10300 SW Allen Blvd.
Beaverton, OR 97005

97005-483300