

Presentment Date and Time: September 9, 2022 at 12:00 p.m. (Prevailing Eastern Time)  
Objection Deadline: September 7, 2022 at 4:00 p.m. (Prevailing Eastern Time)  
Hearing Date and Time (Only if Objection Filed): Date and time to be determined by the Court

James I. Stang, Esq. (*pro hac vice*)  
John W. Lucas, Esq.  
Malhar S. Pagay, Esq. (*pro hac vice*)  
Gillian N. Brown, Esq.  
PACHULSKI STANG ZIEHL & JONES LLP  
780 Third Avenue, 34th Floor  
New York, NY 10017-2024  
Telephone: 212.561.7700  
Fax: 212.561.7777  
Emails: jstang@pszjlaw.com  
jlucas@pszjlaw.com  
mpagay@pszjlaw.com  
gbrown@pszjlaw.com

*Proposed Counsel to the Official Committee of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----	X
	:
In re	: Chapter 11
	:
MADISON SQUARE BOYS & GIRLS CLUB, INC. <sup>1</sup> ,	: Case No. 22-10910-shl
	:
Debtor.	:
	:
-----	X

**NOTICE OF PRESENTMENT OF THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS' APPLICATION FOR ORDER AUTHORIZING THE RETENTION  
OF ISLANDDUNDON AS FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS OF MADISON SQUARE BOYS & GIRLS CLUB, INC.,  
EFFECTIVE AS OF AUGUST 8, 2022**

---

**PLEASE TAKE NOTICE** that the *Official Committee of Unsecured Creditors'*  
*Application for Order Authorizing the Retention of Islanddundon as Financial Advisor to the*  
*Official Committee of Unsecured Creditors of Madison Square Boys & Girls Club, Inc., Effective*  
*as of August 8, 2022* (the "Application"), which Application includes the reasons underlying the

---

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

relief requested, the Official Committee of Unsecured Creditors of *Madison Square Boys & Girls Club, Inc.* will present to the Honorable Sean H. Lane, United States Bankruptcy Judge, for signature, on **September 9, 2022 at 12:00 p.m. (Eastern Time)**, the proposed *Order Authorizing the Employment and Retention of Islandddundon as Financial Advisor for the Official Committee of Unsecured Creditors of Madison Square Boys & Girls Club, Inc., Effective as of August 8, 2022* attached to the Application as **Exhibit B**.

**PLEASE TAKE FURTHER NOTICE** that any responses or objections (“Objections”) to the Application shall be in writing, shall conform to the Bankruptcy Rules and the Local Rules, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 and the *Order (I) Authorizing and Approving Special Noticing and Confidentiality Procedures, (II) Authorizing and Approving Procedures for Providing Notice of Commencement, and (III) Granting Related Relief* [ECF No. 32], so as to be so filed and received no later than **September 7, 2022 at 4:00 p.m. (Prevailing Eastern Time)** (the “Objection Deadline”).

**PLEASE TAKE FURTHER NOTICE** that, if a written Objection is timely filed and served, a hearing (the “Hearing”) will be held to consider the Application on a date to be determined by the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that if an Objection to the Application is not received by the Objection Deadline, the Bankruptcy Court may enter an order granting the relief sought without further notice.

**PLEASE TAKE FURTHER NOTICE** that objecting parties are required to attend the Hearing and failure to appear may result in relief being granted or denied upon default.

Dated: August 26, 2022

PACHULSKI STANG ZIEHL & JONES LLP

*/s/ John W. Lucas*

---

James I. Stang, Esq. (*pro hac vice*)

John W. Lucas, Esq.

Malhar S. Pagay, Esq. (*pro hac vice*)

Gillian N. Brown, Esq.

780 Third Avenue, 34th Floor

New York, NY 10017-2024

Telephone: 212.561.7700

Fax: 212.561.7777

Emails: jstang@pszjlaw.com

jlucas@pszjlaw.com

mpagay@pszjlaw.com

gbrown@pszjlaw.com

*Proposed Counsel to the Official Committee of  
Unsecured Creditors*

Presentment Date and Time: September 9, 2022 at 12:00 p.m. (Prevailing Eastern Time)  
Objection Deadline: September 7, 2022 at 4:00 p.m. (Prevailing Eastern Time)  
Hearing Date and Time (Only if Objection Filed): Date and time to be determined by the Court

James I. Stang (*pro hac vice*)  
John W. Lucas  
Malhar S. Pagay (*pro hac vice*)  
Gillian N. Brown  
PACHULSKI STANG ZIEHL & JONES LLP  
780 Third Avenue, 34th Floor  
New York, NY 10017-2024  
Telephone: 212.561.7700  
Fax: 212.561.7777  
Emails: jstang@pszjlaw.com  
jlucas@pszjlaw.com  
mpagay@pszjlaw.com  
gbrown@pszjlaw.com

*Proposed Counsel to the Official Committee of Unsecured  
Creditors of Madison Square Boys & Girls Club, Inc.*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____	)	Chapter 11
In re:	)	
	)	Case No. 22-10910
Madison Square Boys & Girls Club, Inc.,	)	
	)	(Jointly Administered)
Debtor. <sup>1</sup>	)	
_____	)	

**APPLICATION FOR ORDER AUTHORIZING  
THE RETENTION OF ISLANDDUNDON AS FINANCIAL ADVISOR  
TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MADISON  
SQUARE BOYS & GIRLS CLUB, INC., EFFECTIVE AS OF AUGUST 8, 2022**

The Official Committee of Unsecured Creditors (the “Committee”) of Madison Square Boys and Girls Club, Inc. (the “Debtor”), respectfully submits this application (the “Application”) for entry of an Order authorizing the retention of IslandDundon, a joint venture of Dundon Advisers LLC (“Dundon Advisers”) and Island Capital Advisor LLC (“Island Capital”), as financial advisor to the Committee effective as of August 8, 2022. This Application is supported

<sup>1</sup> [Debtor location boilerplate]

by the Declaration of Matthew Dundon (the “Dundon Declaration”), attached hereto as **Exhibit A**. In further support of this Application, the Committee respectfully states as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

#### **A. Chapter 11 Case**

1. On June 29, 2022, the Debtor commenced the present case (this “Chapter 11 Case”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Court”). Since the Petition Date, the Debtor has continued to operate and manage its affairs as debtor-in-possession pursuant to Bankruptcy Code Sections 1107(a) and 1108.

2. On July 13, 2022, the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) formed the Committee in this Chapter 11 Case [D.I. 53]. On August 8, 2022, the Committee selected IslandDundon as its financial advisor, subject to the Court’s approval.

3. The Committee’s selection of IslandDundon as a financial advisor was based upon, among other things: (a) the Committee’s need to retain a financial advisory firm to provide advice relevant to the scope of the Committee’s mandate; (b) IslandDundon’s senior professionals’ extensive experience and excellent reputation in providing financial advisory services in chapter 11 cases such as these cases; (c) IslandDundon’s knowledge of both real estate and youth services in the New York City area; and (d) and the cost and other advantages of IslandDundon’s having

served from January to July 2022 as the financial advisor to the now-dissolved Ad Hoc Committee of SVA Claimants against the Debtor (the “Former Engagement”).

4. The Committee determined that IslandDundon brought a unique blend of case-specific knowledge, relevant experience, and expertise given the firm’s experience and familiarity with the Debtor. The Committee believes that IslandDundon’s proposed compensation structure is competitive, appropriate, reasonable, and in the best interest of the estate of this Chapter 11 Case.

#### **B. IslandDundon’s Background**

5. IslandDundon is a joint venture of Dundon Advisers and Island Capital. This joint venture was established in 2020 to service restructuring clients where real estate is a component of scope of services. IslandDundon has been retained in several matters, including the Former Engagement and the joint retention of Dundon Advisers and Island Capital by the Official Committee of Unsecured Creditors in Renovate America.

6. Dundon Advisers is a financial advisory firm whose professionals’ experience with distressed assets and the bankruptcy process goes back to the 1990s. Dundon Advisers presently acts or recently acted as financial adviser to: Official Committees of Unsecured Creditors of 1 Global (SD FL), Agera Energy (SDNY), Alamo Drafthouse (Delaware), All American Oil and Gas (WD TX), Alpha Entertainment (Delaware), Alpha Media (ED VA), Aralez Pharmaceuticals (SDNY), Aztec Shaeffer (WD TX), BeavEx (Delaware), Celadon (Delaware), Comcar (Delaware), Franks Theatres (New Jersey), Front Sight Management (Nevada), Fuse Media (Delaware), Glostation USA (CD CA), Gold’s Gym (ND TX), Goodrich Quality Theaters (WD MI), Ho Wan Kwok (Connecticut), Impresa Aerospace (Delaware), In-Shape (Delaware), iPic (Delaware), Jagged Peak/Trade Global (Nevada), Juno USA (Delaware), K&W Cafeterias (MD

NC), Ho Wan Kwok (CT), LaSalle Group (ND TX), Lear Capital (Delaware), LBI Media (Delaware), Loot Crate (Delaware), Maines Paper & Food (Delaware), Mallinckrodt (Delaware), Matheson Flight Extenders and Matheson Postal Services (ED CA), McClatchy (SDNY), Miles Keller Trucking (CD IL), NG Purvis Farms (ED VA), Open Road Films (Delaware), Pipeline Foods (Delaware), Platinum Corral (ED NC), Professional Technical Security Services (ND CA), Proteus Heath (Delaware), Remnant Oil Company (WD Texas), Rocking M Media (Kansas), SIW Holdings (Delaware), Slidebelts (ED CA), Studio Movie Grill (ND TX), Sunergy (ED CA), Sungard Availability Services (SD TX), TPC Group (Delaware), Valmiera Glass (ND GA), Vector Launch (Delaware), Video Corporation of America (D NJ), Volunteer Energy (SD OH), Wave Technologies (ND CA), YogaWorks (ND TX), and YouFit (Delaware), and the Ad Hoc Noteholder Group in the Woodbridge Group of Companies (Delaware), the Ad Hoc Group of Consumer and Worker Litigation Claimants in Hertz (Delaware), the Official Committee of Tort Claimants in PG&E (ND CA), the Ad Hoc Group of Individual Victims in Purdue (SDNY), the Ad Hoc Group of Second Lien Bondholders in CalPlant (Delaware), the Official Committee of Unsecured Commercial Creditors of the Roman Catholic Archdiocese of New Orleans (ED LA), and the Ad Hoc Group of Equity Security Holders in RAIT (Delaware). All of the foregoing are highly complex chapter 11 cases.

7. Dundon Advisers also provides services to debtors, individual creditors, and potential asset acquirors in many in-court and out-of-court restructuring proceedings; Dundon Advisers' individual creditor clients have been appointed to scores of official committees of unsecured creditors in many districts since April 2016, and Dundon Advisers has taken an active role in the activities of many of those committees. Dundon Advisers regularly advises litigation trustees, liquidating trustees, trust administrators and plan administrators appointed as part of the

resolution of chapter 11 cases, and its senior employees regularly act as liquidating trustees, litigation trustees, trust administrators, plan administrators; members of advisory and supervisory bodies for such trustees and administrators; and independent directors or managers of corporations and companies presently or recently in financial distress. Dundon Advisers also provides financial advisory and investment management services in many non-bankruptcy contexts.

8. Of particular note, Dundon Advisers is financial adviser to a law firm with significant sex abuse claims in the Boy Scouts of America Chapter 11 proceedings and Matthew Dundon is the Trust Administrator-designate of the Trust proposed to be established for the benefit of sex abuse claimants in the Diocese of Camden Chapter 11 case.

9. Island Capital and its affiliates and staff (the “Island Capital Parties”) have over three decades of experience in capital markets, financial advisory, bankruptcy and M&A transactions. Collectively, Island Capital Parties have managed, advised or transacted in over many billions of assets in the real estate, credit and real estate finance industries. Island Capital Parties were: advisors to the Southmark Corporation, managing restructuring and asset monetization strategies prior to its bankruptcy filing; financial advisor to Sun Oil Corporation in the restructuring of its \$1 billion real estate operating subsidiary Radnor Corp; financial advisor and asset sales advisor to Ponderosa Steakhouse Corporation to manage 50+ sale-leaseback transactions as part of its restructuring plan; financial advisor to Franchise Finance Corporation of America in the merger of its affiliates into a publicly-traded real estate investment trust; manager of the acquisition and restructuring of Centerline Capital Corp; advisor to the Special Committee of the Board of CNL Corp. in the consolidation of its hospitality businesses. Island Capital Parties executed: the \$90 million sale of the real estate operating business of Insignia Financial Corp; the financial restructuring and subsequent sale of Exantas Capital Corp, a publicly-traded mortgage



real estate investment trust. Island Capital Parties advised on the acquisition of the Rubin Company by Pennsylvania Real Estate Investment Trust, and have advised or are advising on the restructuring of over \$50 billion of commercial real estate securities and commercial mortgage debt. Of particular note, Island Capital principal Bob Lieber, who will co-lead IslandDundon's engagement for the Committee, serves on the Board and Executive Committee of the Greater New York City YMCA, the Board of the Central Park Conservancy in New York City, the Board of Scenic Hudson, and previously served as the Chair of the Zell/Lurie Real Estate Center at the Wharton School, University of Pennsylvania. Mr. Lieber has been a member of the Urban Land Institute for more than 25 years, and served as a Trustee and Board member and ULI Foundation Governor over the past decade.

### **RELIEF REQUESTED**

10. Pursuant to this Application, Bankruptcy Code Section 1103(a), and Bankruptcy Rule 2014, the Committee requests entry of the proposed order attached hereto as **Exhibit B**, approving the employment and retention of IslandDundon as its financial advisor effective as of August 8, 2022, in connection with the Debtor's Chapter 11 Case.

### **RETENTION OF ISLANDDUNDON**

#### **A. Services to be Provided**

11. The Committee requests that this Court approve the employment of IslandDundon to perform advisory services consistent with the mandate of the Committee to provide for fair and lawful treatment of all unsecured creditors.

12. IslandDundon's scope will necessarily involve sub-tasks and related tasks, including but not limited to the following:

a. Assisting in the analysis, review and monitoring of the restructuring process, including, but not limited to an assessment of the unsecured claims pool and potential recoveries for unsecured creditors;

b. Developing a complete understanding of the Debtor's operations, activities and assets, and such assets' valuations;

c. Providing the financial, forensic and business assessments to enable the Committee's counsel to determine if any assets purported to be restricted (by donor intent, or otherwise) from use to resolve liabilities of the Debtor, are in fact so restricted;

d. Providing the financial, forensic and business assessments to enable the Committee's counsel to determine what insurance coverage may be available to resolve liabilities of the Debtor;

e. Determining whether there are viable alternative paths for the disposition of the Debtor's assets (e.g., restructuring, sale) from those proposed by the Debtor;

f. Monitoring, and to the extent appropriate, assisting the Debtor in the conduct of, efforts to develop and solicit transactions which would support unsecured creditor recovery;

g. Assisting the Committee in identifying, valuing and pursuing estate causes of action, including but not limited to relating to pre-petition transactions, control person liability and lender liability;

h. Assisting the Committee to address claims against the Debtor and to identify, preserve, value and monetize tax assets of the Debtor;

i. Advising the Committee in negotiations with the Debtor and third parties;

j. Assisting the Committee in reviewing the Debtor's financial reports, including, but not limited to, statements of financial affairs, schedules of assets and liabilities, cash budgets, and monthly operating reports;

k. Reviewing and providing analysis of any proposed disclosure statement and Chapter 11 plan, and if appropriate, assist the Committee in developing an alternative Plan of Reorganization and disclosure statement therefor;

l. Attending meetings and assisting in discussions with the Committee, the Debtor, lenders and other financing parties, the U.S. Trustee, and other parties in interest and professionals;

m. Presenting at meetings of the Committee, as well as meetings with other key stakeholders and parties;

n. Performing such other advisory services for the Committee as may be necessary or proper in these proceedings, subject to the aforementioned scope; and

o. Providing testimony on behalf of the Committee as and when may be deemed appropriate.

## **B. Compensation**

13. Bankruptcy Code Section 328(a) provides, in relevant part, that a committee appointed under Bankruptcy Code Section 1102 “with the court’s approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

14. Subject to the Court’s approval, and in accordance with Bankruptcy Code Section 328(a), IslandDundon proposes to render its services on an hourly fee basis according to its customary hourly rates in effect when the services are rendered. IslandDundon’s professionals will be billed at their respective current standard hourly rates as set forth below:

Professional	Standard Hourly Rate
Bob Lieber	\$850
Matthew Dundon	\$850
Tabish Rizvi	\$760
Steve Landgraber	\$760
Scott Woods	\$675
Yi Zhu	\$625
Michael Whalen	\$370

New or additional professionals added to the engagement will be charged based upon their experience and education consistent with the rates set forth above. The above rate schedule went into effect July 1, 2022, and such rates are subject to review and change on an annual basis. IslandDundon has agreed with the Committee to contribute 10% of its fees allowed on a final basis and duly paid to the trust or other account established for the benefit of sex abuse victim claimants under a confirmed and effective Chapter 11 Plan, and in the event the Committee is dissolved other than by the effectiveness of such a Plan (e.g., by conversion to Chapter 7 or dismissal) to donate

the same 10% of such fees to a victim-benefit or charitable account designated by the (former) members of the Committee for such purpose.

15. IslandDundon will be reimbursed for its reasonable and necessary out-of-pocket expenses (which shall be charged at cost) incurred in connection with this engagement, such as travel, lodging, duplicating, research, messenger and telephone charges. IslandDundon will charge for these expenses at rates consistent with or discounted to charges made to other IslandDundon's clients, and subject to the guidelines of the United States Trustee.

16. IslandDundon will maintain detailed records of fees and expenses incurred in connection with the rendering of the financial advisory services described above, in accordance with applicable rules and guidelines.

17. In light of the foregoing, the Committee believes that IslandDundon's fee structure is reasonable, market-based, and designed to fairly compensate IslandDundon for its work in this Chapter 11 Case.

**ISLAND/DUNDON HOLDS NO ADVERSE INTEREST**

18. The Committee submits that IslandDundon currently neither holds nor represents any interest adverse to the Debtor's estate or the Committee, except as set forth in the Dundon Declaration.

19. Further, except as set forth in the Dundon Declaration, IslandDundon has no connection with any Debtor, creditor, other party-in-interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

20. Prior to the Petition Date, IslandDundon was engaged by an ad hoc committee (the "Ad Hoc Committee") of the following law firms in connection with the prepetition efforts to

negotiate towards a consensual arrangement regarding the treatment and ultimate resolution of the childhood sexual abuse claims against the Debtor.

- Raphaelson & Levine Law Firm, P.C.
- Slater Slater Schulman LLP
- Pfau Cochran Vertetis Amala PLLC
- Marsh Law Firm PLLC
- Herman Law Firm., P.A.
- Grant & Eisenhofer P.A.

21. The law firms that were members of the Ad Hoc Committee collectively represented approximately 80% of the childhood sexual abuse claims against the Debtor. Per the terms of the engagement letter between the Firm and the Ad Hoc Committee, IslandDundon's representation of the Ad Hoc Committee was set to terminate upon the filing of the Debtor's bankruptcy case.

22. The fees and expenses incurred by the IslandDundon on behalf of its representation of the Ad Hoc Committee were not the responsibility of the Ad Hoc Committee or its members. Instead, on April 21, 2022, Pachulski Stang Ziehl & Jones LLP and IslandDundon, on behalf of the Ad Hoc Committee, and the Debtor entered into an agreement (the "**Reimbursement Agreement**") whereby the Debtor agreed to pay up to \$50,000 of the fees and expenses incurred by IslandDundon arising from its representation of the Ad Hoc Committee. IslandDundon received the \$50,000 on or about May 4, 2022.

23. IslandDundon incurred in excess of \$50,000 in professional time through the petition date of this Chapter 11 Case, and that excess in prepetition fees has been waived. IslandDundon incurred no expenses between its retention by the Ad Hoc Committee and the petition date of this Chapter 11 Case.

24. The Reimbursement Agreement was an arrangement to facilitate earnest discussions regarding the restructuring of the childhood sexual abuse claims against the Debtor. IslandDundon and the Ad Hoc Committee agreed that IslandDundon's sole responsibility and loyalty was to represent the Ad Hoc Committee and the Reimbursement Agreement does not alter IslandDundon's representation of the Ad Hoc Committee. While IslandDundon does not believe the Reimbursement Agreement creates a conflict of interest, the Ad Hoc Committee nevertheless waived any such conflict to the extent any existed.

25. The limitations set forth in *In re Project Orange Associates, LLC*, 431 B.R. 363 (Bankr. S.D.N.Y. 2010) do not limit or prohibit IslandDundon's engagement by the Committee in the Debtor's chapter 11 case. In *Project Orange*, certain of the debtor's primary creditors (or their affiliates) were either clients of the law firm seeking to act as the debtor's chapter 11 counsel or clients of the firm's international affiliate. *Id.* at 371 and 372. The bankruptcy court denied the law firm's representation of the debtor because it represented the largest creditor of the debtor in matters outside the chapter 11 case, which prevented it from being disinterested and not having any adverse interests. *Id.* at 379.

26. IslandDundon's former representation of the Ad Hoc Committee does not prevent it from representing the Committee for the following reasons. First, IslandDundon's engagement with the Ad Hoc Committee was not adverse to the Committee. The purpose of IslandDundon's representation of the Ad Hoc Committee was to advance the interest of the clients of the Ad Hoc Committee members who hold childhood sexual abuse claims against the Debtor. The role of IslandDundon as financial advisor to the official Committee is consistent in that now IslandDundon proposes to represent the Committee on behalf of the interest of all the holders of childhood sexual claims and advocate for all such claim holders.

27. Second, IslandDundon does not represent any creditors in the Debtor's chapter 11 case like the law firm did in *Project Orange*.

28. Third, and unlike the conflict in *Project Orange*, IslandDundon was not retained by the Debtor. Madison only agreed to fund a portion of IslandDundon's fees and expenses, nothing more, and IslandDundon's entry into the Reimbursement Agreement on behalf of the Ad Hoc Committee did not create any adverse relationship that did or could give rise to an actual or potential conflict of interest. As reflected above, IslandDundon and the Ad Hoc Committee agreed that IslandDundon's responsibility and loyalty was to the Ad Hoc Committee and no others. Now that representation has terminated, IslandDundon's responsibility and loyalty runs solely to the Committee and its constituency.

29. Fourth, while the standard for the retention of professionals under section 1103(b) of the Bankruptcy Code does not require IslandDundon to be disinterested,<sup>2</sup> the Committee nonetheless believes that IslandDundon is disinterested because none of IslandDundon, Dundon Advisers or Island Capital is a creditor, equity security holder, or insider of the Debtor, nor were any of them or any of their respective staff a director, officer, or employee of the Debtor, and therefore none of them holds any interest materially adverse to the estate.

30. None of IslandDundon, Dundon Advisers or Island Capital will, while employed by the Committee, represent any other entity having an adverse interest in connection with the Chapter 11 Case.

31. IslandDundon, Dundon Advisers and Island Capital conducted a review of its files and did not find any relationships that are adverse or otherwise disqualifying as set forth in section 1103 of the Bankruptcy Code. IslandDundon, Dundon Advisers and Island Capital will continue

---

<sup>2</sup> See 11 U.S.C. § 101(14).

to monitor their engagements going forward and will promptly supplement its disclosures to the Court of any adverse interest with this representation or otherwise disqualifying.

32. The Committee submits that the employment of IslandDundon on the terms and conditions set forth herein is in the best interests of the Committee and its constituency. The Committee requests that IslandDundon's retention be made effective as of August 8, 2022 to allow IslandDundon to be compensated for the work it performed for the Committee as of and following the date it was retained, subject to the Court's consideration and approval of this Application. Due to the expedited schedule occasioned by the Debtor's seeking various types of relief during the early stages of this Chapter 11 Case, there was an immediate need for IslandDundon to perform services for the Committee immediately upon its retention. The Committee submits that under the circumstances, the approval of its engagement as of August 8, 2022, the date of IslandDundon's retention, is warranted.

### **NOTICE**

33. Notice of this Application has been provided to: (i) the Debtor; (ii) proposed counsel to the Debtor, Paul, Weiss, Rifkind, Wharton & Garrison LLP (Attn: Alan W. Kornberg; Esq.); (iii) the United States Trustee, 201 Varick Street, Room 1006, New York, NY 10014 (Attn: Andrea Schwartz, Esq.); and (iv) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. The Committee submits that, in light of the nature of the relief requested, no other or further notice need be given.

### **CONCLUSION**

**WHEREFORE**, the Committee hereby respectfully requests that it be authorized to retain and employ IslandDundon LLC as Financial Advisor effective as of August 8, 2022, and that



IslandDundon LLC be paid such compensation as may be allowed by this Court in accordance with Bankruptcy Code Sections 330 and 331.

Date: August 25, 2022

**THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

ROBERT F. LIGUORI

ROBERT F. LIGUORI (Aug 25, 2022 21:45 EDT)

Robert Liguori  
Solely in his capacity as Co-Chair of the Official  
Committee of Unsecured Creditors and not in any  
other capacity

Filed By:

**PACHULSKI STANG ZIEHL & JONES LLP**

---

James I. Stang, (*pro hac vice*)  
John W. Lucas  
Malhar S. Pagay (*pro hac vice*)  
Gillian N. Brown  
780 Third Avenue, 36th Floor  
New York, New York 10017  
Telephone: (212) 561-7700  
Facsimile: (212) 561-7777  
Email: jstang@pszjlaw.com  
jlucas@pszjlaw.com  
mpagay@pszjlaw.com  
gbrown@pszjlaw.com

*Proposed Counsel for the Official Committee  
of Unsecured Creditors*

IslandDundon LLC be paid such compensation as may be allowed by this Court in accordance with Bankruptcy Code Sections 330 and 331.

Date: August 25, 2022

**THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

---

Robert Liguori  
Solely in his capacity as Co-Chair of the Official  
Committee of Unsecured Creditors and not in any  
other capacity

Filed By:

**PACHULSKI STANG ZIEHL & JONES LLP**

/s/ James I. Stang

James I. Stang, (*pro hac vice*)

John W. Lucas

Malhar S. Pagay (*pro hac vice*)

Gillian N. Brown

780 Third Avenue, 36th Floor

New York, New York 10017

Telephone: (212) 561-7700

Facsimile: (212) 561-7777

Email: jstang@pszjlaw.com  
jlucas@pszjlaw.com  
mpagay@pszjlaw.com  
gbrown@pszjlaw.com

*Proposed Counsel for the Official Committee  
of Unsecured Creditors*

**EXHIBIT A**

**Declaration of Matthew Dundon**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____	)	Chapter 11
In re:	)	
	)	Case No. 22-10910
Madison Square Boys & Girls Club, Inc.,	)	
	)	(Jointly Administered)
Debtor. <sup>1</sup>	)	
_____	)	

**DECLARATION OF MATTHEW DUNDON PURSUANT  
TO 28 U.S.C. § 1746 IN SUPPORT OF THE APPLICATION FOR ORDER  
AUTHORIZING THE RETENTION OF ISLANDDUNDON AS FINANCIAL ADVISOR  
TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MADISON  
SQUARE BOYS & GIRLS CLUB, INC., EFFECTIVE AS OF AUGUST 8, 2022**

I, Matthew Dundon, pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare that the following is true and correct:

1. I am a Principal of IslandDundon (“IslandDundon”) and am duly authorized to execute this declaration on behalf of IslandDundon. I submit this declaration, in support of entry of an Order authorizing the employment and retention of IslandDundon as financial advisor to the Official Committee of Unsecured Creditors (the “Committee”) effective as of August 8, 2022 (the “Application”). Unless otherwise stated, I have personal knowledge of the facts stated herein. To the extent any information disclosed herein requires amendment or modification upon IslandDundon’s completion of further review or as additional party-in-interest information becomes available to it, a supplemental declaration will be submitted to the Court reflecting such or modified information.

\_\_\_\_\_  
<sup>1</sup> [Debtor details footnote]

**A. IslandDundon's Qualifications**

2. IslandDundon is a joint venture of Dundon Advisers and Island Capital. This joint venture was established in 2020 to service restructuring clients where real estate is of significant importance. IslandDundon has been retained in several matters, including the Former Engagement (as defined in the Application()) and the joint retention of Dundon Advisers and Island Capital by the Official Committee of Unsecured Creditors in Renovate America.

3. Dundon Advisers is a financial advisory firm whose professionals' experience with distressed assets and the bankruptcy process goes back to the 1990s. Dundon Advisers is a financial advisory firm whose professionals' experience with distressed assets and the bankruptcy process goes back to the 1990s. Dundon Advisers presently acts or recently acted as financial adviser to: Official Committees of Unsecured Creditors of 1 Global (SD FL), Agera Energy (SDNY), Alamo Drafthouse (Delaware), All American Oil and Gas (WD TX), Alpha Entertainment (Delaware), Alpha Media (ED VA), Aralez Pharmaceuticals (SDNY), Aztec Shaeffer (WD TX), BeavEx (Delaware), Celadon (Delaware), Comcar (Delaware), Franks Theatres (New Jersey), Front Sight Management (Nevada), Fuse Media (Delaware), Glostation USA (CD CA), Gold's Gym (ND TX), Goodrich Quality Theaters (WD MI), Ho Wan Kwok (Connecticut), Impresa Aerospace (Delaware), In-Shape (Delaware), iPic (Delaware), Jagged Peak/Trade Global (Nevada), Juno USA (Delaware), K&W Cafeterias (MD NC), Ho Wan Kwok (CT), LaSalle Group (ND TX), Lear Capital (Delaware), LBI Media (Delaware), Loot Crate (Delaware), Maines Paper & Food (Delaware), Mallinckrodt (Delaware), Matheson Flight Extenders and Matheson Postal Services (ED CA), McClatchy (SDNY), Miles Keller Trucking (CD IL), NG Purvis Farms (ED VA), Open Road Films (Delaware), Pipeline Foods (Delaware), Platinum Corral (ED NC), Professional Technical Security Services (ND CA), Proteus Heath

(Delaware), Remnant Oil Company (WD Texas), Rocking M Media (Kansas), SIW Holdings (Delaware), Slidebelts (ED CA), Studio Movie Grill (ND TX), Sunergy (ED CA), Sungard Availability Services (SD TX), TPC Group (Delaware), Valmiera Glass (ND GA), Vector Launch (Delaware), Video Corporation of America (D NJ), Volunteer Energy (SD OH), Wave Technologies (ND CA), YogaWorks (ND TX), and YouFit (Delaware), and the Ad Hoc Noteholder Group in the Woodbridge Group of Companies (Delaware), the Ad Hoc Group of Consumer and Worker Litigation Claimants in Hertz (Delaware), the Official Committee of Tort Claimants in PG&E (ND CA), the Ad Hoc Group of Individual Victims in Purdue (SDNY), the Ad Hoc Group of Second Lien Bondholders in CalPlant (Delaware), the Official Committee of Unsecured Commercial Creditors of the Roman Catholic Archdiocese of New Orleans (ED LA), and the Ad Hoc Group of Equity Security Holders in RAIT (Delaware). All of the foregoing are highly complex chapter 11 cases.

4. Dundon Advisers also provides services to debtors, individual creditors, and potential asset acquirors in many in-court and out-of-court restructuring proceedings; Dundon Advisers' individual creditor clients have been appointed to scores of official committees of unsecured creditors in many districts since April 2016, and Dundon Advisers has taken an active role in the activities of many of those committees. Dundon Advisers regularly advises litigation trustees, liquidating trustees, trust administrators and plan administrators appointed as part of the resolution of chapter 11 cases, and its senior employees regularly act as liquidating trustees, litigation trustees, trust administrators, plan administrators; members of advisory and supervisory bodies for such trustees and administrators; and independent directors or managers of corporations and companies presently or recently in financial distress. Dundon Advisers also provides financial advisory and investment management services in many non-bankruptcy contexts.

5. Of particular note, Dundon Advisers is financial adviser to a law firm with significant sex abuse claims in the Boy Scouts of America Chapter 11 proceedings and Matthew Dundon is the Trust Administrator-designate of the Trust proposed to be established for the benefit of sex abuse claimants in the Diocese of Camden Chapter 11 case.

6. Island Capital and its affiliates and staff (the “Island Capital Parties”) have over three decades of experience in capital markets, financial advisory, bankruptcy and M&A transactions. Collectively, Island Capital Parties have managed, advised or transacted in over many billions of assets in the real estate, credit and real estate finance industries. Island Capital Parties were: advisors to the Southmark Corporation, managing restructuring and asset monetization strategies prior to its bankruptcy filing; financial advisor to Sun Oil Corporation in the restructuring of its \$1 billion real estate operating subsidiary Radnor Corp; financial advisor and asset sales advisor to Ponderosa Steakhouse Corporation to manage 50+ sale-leaseback transactions as part of its restructuring plan; financial advisor to Franchise Finance Corporation of America in the merger of its affiliates into a publicly-traded real estate investment trust; manager of the acquisition and restructuring of Centerline Capital Corp; advisor to the Special Committee of the Board of CNL Corp. in the consolidation of its hospitality businesses. Island Capital Parties executed: the \$90 million sale of the real estate operating business of Insignia Financial Corp; the financial restructuring and subsequent sale of Exantas Capital Corp, a publicly-traded mortgage real estate investment trust. Island Capital Parties advised on the acquisition of the Rubin Company by Pennsylvania Real Estate Investment Trust, and have advised or are advising on the restructuring of over \$50 billion of commercial real estate securities and commercial mortgage debt. Of particular note, Island Capital principal Bob Lieber, who will co-lead IslandDundon’s engagement for the Committee, serves on the Board and Executive Committee of the Greater New

York City YMCA, the Board of the Central Park Conservancy in New York City, the Board of Scenic Hudson, and previously served as the Chair of the Zell/Lurie Real Estate Center at the Wharton School, University of Pennsylvania. Mr. Lieber has been a member of the Urban Land Institute for more than 25 years, and served as a Trustee and Board member and ULI Foundation Governor over the past decade.

7. I believe that the Committee has selected IslandDundon as its financial advisor based upon, among other things: (a) the Committee's need to retain a financial advisory firm to provide advice relevant to the scope of the Committee's mandate; (b) IslandDundon's senior professionals' extensive experience and excellent reputation in providing financial advisory services in chapter 11 cases such as these cases; (c) IslandDundon's knowledge of the industry, and the cost and other benefits of Dundon having executed the Former Engagement.

8. I further believe that the Committee determined that IslandDundon will bring a unique blend of case-specific knowledge, relevant experience, and expertise given the firm's experience and familiarity with the Debtor.

#### **B. Professional Compensation**

6. Subject to the Court's approval, and in accordance with section 328(a) of the Bankruptcy Code, IslandDundon proposes to render its services on an hourly fee basis according to its customary hourly rates in effect when the services are rendered. IslandDundon professionals will be billed at their respective non-contingent standard hourly rates, as set forth below:

7. IslandDundon's professionals will be billed at their respective current standard hourly rates as set forth below:

Professional	Standard Hourly Rate
Bob Lieber	\$850
Matthew Dundon	\$850
Tabish Rizvi	\$760



Professional	Standard Hourly Rate
Steve Landgraber	\$760
Scott Woods	\$675
Yi Zhu	\$625
Michael Whalen	\$370

New or additional professionals added to the engagement will be charged based upon their experience and education consistent with the rates set forth above. The above rate schedule went into effect July 1, 2022, and such rates are subject to review and change on an annual basis. IslandDundon has agreed with the Committee to contribute 10% of its fees allowed on a final basis and duly collected to the trust or other account established for the benefit of sex abuse victim claimants under a confirmed and effective Chapter 11 Plan, and in the event the Committee is dissolved other than by the effectiveness of such a Plan (*e.g.*, by conversion to Chapter 7 or dismissal) to donate the same 10% of collection to a victim-benefit or charitable account designated by the (former) members of the Committee for such purpose.

8. IslandDundon will be reimbursed for its reasonable and necessary out-of-pocket expenses (which shall be charged at cost) incurred in connection with this engagement, such as travel, lodging, duplicating, research, messenger and telephone charges. IslandDundon will charge for these expenses at rates consistent with or discounted to charges made to other IslandDundon clients, and subject to the guidelines of the United States Trustee.

9. IslandDundon will maintain detailed records of fees and expenses incurred in connection with the rendering of the professional services described above, in accordance with applicable rules and guidelines.

10. I believe that this fee structure is reasonable, market-based, and designed to fairly compensate IslandDundon for its work in this Chapter 11 Case.

11. The terms of the IslandDundon joint venture provide for each party to the joint venture to recover its costs (expected to consist entirely or nearly entirely of the compensation cost of professionals performing services) and to divide any excess of receipts over such costs equally between them. No other agreement or understanding exists, other than as permitted by Section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with this/these case(s), nor shall IslandDundon otherwise share or agree to share compensation received for services rendered in connection with this/these case(s) with any other person other than as permitted by Section 504 of the Bankruptcy Code.

**C. No Adverse Interest**

12. None of IslandDundon, Dundon Advisers, Island Capital (collectively the “IslandDundon Parties”), or any director, officer or employee thereof, nor I, insofar as I have been able to ascertain, represents any interest adverse to that of the Debtor’s estates in the matters upon which the Committee seeks to engage IslandDundon, and I believe each of the IslandDundon, Parties to hold no adverse interest as required by section 1103 of the Bankruptcy Code.

13. From time to time, one or more of the IslandDundon Parties has provided services, and likely will continue to provide services, to certain creditors of the Debtor and various other parties adverse to the Debtor in matters wholly unrelated to this Chapter 11 Case. As described below, however, IslandDundon has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided, services to any significant creditor, investors, insider or other party in interest in such unrelated matters.

14. Each of the IslandDundon Parties provides services in connection with numerous cases, proceedings and transactions unrelated to this Chapter 11 Case. Those unrelated matters

involve numerous attorneys, financial advisors and creditors, some of whom may be claimants or parties with actual or potential interests in this Chapter 11 Case, or may represent such parties.

15. Each of the IslandDundon Parties' personnel may have business associations with certain creditors of the Debtor unrelated to this Chapter 11 Case. In addition, in the ordinary course of its business, each of the IslandDundon Parties may engage counsel or other professionals in unrelated matters who now represent, or who may in the future represent, creditors or other parties in interest in this Chapter 11 Case.

16. Prior to the Petition Date, IslandDundon was engaged by an ad hoc committee (the "Ad Hoc Committee") of the following law firms in connection with the prepetition efforts to negotiate towards a consensual arrangement regarding the treatment and ultimate resolution of the childhood sexual abuse claims against the Debtor.

- Raphaelson & Levine Law Firm, P.C.
- Slater Slater Schulman LLP
- Pfau Cochran Vertetis Amala PLLC
- Marsh Law Firm PLLC
- Herman Law Firm., P.A.
- Grant & Eisenhofer P.A.

17. The law firms that were members of the Ad Hoc Committee collectively represented approximately 80% of the childhood sexual abuse claims against the Debtor. Per the terms of the engagement letter between the Firm and the Ad Hoc Committee, IslandDundon's representation of the Ad Hoc Committee was set to terminate upon the filing of the Debtor's bankruptcy case.

18. The fees and expenses incurred by the IslandDundon on behalf of its representation of the Ad Hoc Committee were not the responsibility of the Ad Hoc Committee or its members.

Instead, on April 21, 2022, Pachulski Stang Ziehl & Jones LLP and IslandDundon, on behalf of the Ad Hoc Committee, and the Debtor entered into an agreement (the “**Reimbursement Agreement**”) whereby the Debtor agreed to pay up to \$50,000 of the fees and expenses incurred by IslandDundon arising from its representation of the Ad Hoc Committee. IslandDundon received the \$50,000 on or about May 4, 2022.

19. Dundon Advisers incurred in excess of \$50,000 in professional time between its retention by the Ad Hoc Committee and the petition date of this Chapter 11 Case. That excess has been waived. IslandDundon incurred no reimbursable expenses in that time period..

20. The Reimbursement Agreement was an arrangement to facilitate earnest discussions regarding the restructuring of the childhood sexual abuse claims against the Debtor. IslandDundon and the Ad Hoc Committee agreed that IslandDundon’s sole responsibility and loyalty was to represent the Ad Hoc Committee and the Reimbursement Agreement does not alter IslandDundon’s representation of the Ad Hoc Committee. While IslandDundon does not believe the Reimbursement Agreement creates a conflict of interest, the Ad Hoc Committee nevertheless waived any such conflict to the extent any existed.

21. The limitations set forth in *In re Project Orange Associates, LLC*, 431 B.R. 363 (Bankr. S.D.N.Y. 2010) do not limit or prohibit IslandDundon’s engagement by the Committee in the Debtor’s chapter 11 case. In *Project Orange*, certain of the debtor’s primary creditors (or their affiliates) were either clients of the law firm seeking to act as the debtor’s chapter 11 counsel or clients of the firm’s international affiliate. *Id.* at 371 and 372. The bankruptcy court denied the law firm’s representation of the debtor because it represented the largest creditor of the debtor in matters outside the chapter 11 case, which prevented it from being disinterested and not having any adverse interests. *Id.* at 379.

22. IslandDundon's former representation of the Ad Hoc Committee does not prevent it from representing the Committee for the following reasons. First, IslandDundon's engagement with the Ad Hoc Committee was not adverse to the Committee. The purpose of IslandDundon's representation of the Ad Hoc Committee was to advance the interest of the clients of the Ad Hoc Committee members who hold childhood sexual abuse claims against the Debtor. The role of IslandDundon as financial advisor to the official Committee is consistent in that now IslandDundon proposes to represent the Committee on behalf of the interest of all the holders of childhood sexual claims and advocate for all such claim holders.

23. Second, IslandDundon does not represent any creditors in the Debtor's chapter 11 case like the law firm did in *Project Orange*.

24. Third, and unlike the conflict in *Project Orange*, IslandDundon was not retained by the Debtor. Madison only agreed to fund a portion of IslandDundon's fees and expenses, nothing more, and IslandDundon's entry into the Reimbursement Agreement on behalf of the Ad Hoc Committee did not create any adverse relationship that did or could give rise to an actual or potential conflict of interest. As reflected above, IslandDundon and the Ad Hoc Committee agreed that IslandDundon's responsibility and loyalty was to the Ad Hoc Committee and no others. Now that representation has terminated, IslandDundon's responsibility and loyalty runs solely to the Committee and its constituency.

25. Fourth, while the standard for the retention of professionals under section 1103(b) of the Bankruptcy Code does not require IslandDundon to be disinterested,<sup>2</sup> the Committee nonetheless believes that IslandDundon is disinterested because IslandDundon is not a creditor,

---

<sup>2</sup> See 11 U.S.C. § 101(14).

equity security holder, or insider of the Debtor, was not a director, officer, or employee of the Debtor, and does not hold any interest materially adverse to the estate.

26. In connection with the preparation of this Declaration, I reviewed and caused each of the IslandDundon Parties otherwise to review its (and its employees') contacts with the Debtor, their non-debtor affiliates, and certain entities holding large claims against or interests in the Debtor that were made reasonably known to me by the Debtor. A listing of the parties reviewed is reflected in "Schedule 1" attached to this Declaration.

27. Based on the results of its review, none of the IslandDundon Parties (including their respective employees) does not have a relationship with any of the parties listed in Schedule 1 in matters related to these proceedings, nor with any of the brokers referred to in the prior paragraph. However, out of an abundance of caution, I disclose connections unrelated to, and in my opinion immaterial to, these cases with:

a. Certain of the litigation creditors (including pseudonymous creditors) are or may be members of the Committee or clients of attorneys who were members of the former Ad Hoc Committee.

b. Certain of the law firms representing litigation creditors were members of the former Ad Hoc Committee and/or are counsel to members of the Committee.

c. One or more of the IslandDundon Parties receives commercial services in the ordinary course of its respective business from the following: ADP, Amazon, American Express, Inc., Aramark, Bank of America, Cablevision, Citibank, Charter Communications, Con Edison, CT Corp, Crown Castle Fiber LLC, Federal Express, Fidelity, Merrill Lynch, Metropolitan Life, National Grid, NYC Fire Dept., NYC Water Board, Pitney Bowes Purchase Power, Ropes and

Gray, Shelterpoint Life Insurance Co., Staples, Staples Advantage, Time Warner Cable, United Way, Vanguard, Venable LLP and Verizon Wireless

28. Further, as part of their diverse practice, each of the IslandDundon Parties is involved in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties-in-interest in the chapter 11 case. Further, each of the IslandDundon Parties (including its affiliates and employees) has performed, in the past, and may perform in the future, consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings.

29. On a going forward basis, IslandDundon shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtor, their creditors, or other parties-in-interest.

30. I do not believe any of the IslandDundon Parties or any of their respective employees is a “creditor” of any of the Debtor within the meaning of section 101(1) of the Bankruptcy Code. Further, neither I, any of the IslandDundon Parties (including their respective affiliates and employees) nor any member of the IslandDundon engagement team, to the best of my knowledge, is a holder of any of the Debtor’s outstanding debt, equity or preferred stock investments<sup>3</sup>.

31. None of the IslandDundon Parties nor any member or employee thereof, nor I, insofar as I have been able to ascertain, is so connected with the Judges of the United States Bankruptcy Court for the Southern District of New York, the United States Trustee (Region 2) or

---

<sup>3</sup> I understand that the Debtor, being a charitable not-for-profit organization, has no outstanding equity or preferred stock as such securities are ordinarily understood.

any of the personnel of the Manhattan office of the US Trustee for Region 2 set forth on Schedule 1 as to render the employment of IslandDundon, as financial advisor for the Committee, inappropriate under Bankruptcy Rule 5002(b).

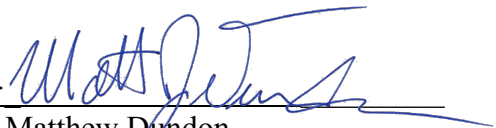
32. None of the IslandDundon Parties nor any director, officer or employee thereof, nor I, insofar as I have been able to ascertain, is or was a creditor, an equity holder, or insider of the Debtor.

33. None of the IslandDundon Parties nor, any director, officer or employee thereof, nor I, insofar as I have been able to ascertain, is or was a director, officer or employee of the Debtor as defined in Bankruptcy Code Sections 101(14)(B) or (C) within two years before the date of filing of this Chapter 11 Case.

34. On the basis of the above, I believe each of the IslandDundon Parties to be a “disinterested person” within the meaning of Bankruptcy Code Section 101(14).

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

Dated: August 26, 2022

By:   
Matthew Dundon



**Schedule 1**

**List of Identified Parties Included in Review**

**Potential Parties-in-Interest**

**DEBTOR AND NON-DEBTOR AFFILIATES AND RELATED ENTITIES**

MADISON SQUARE BOYS & GIRLS CLUB, INC.

MADISON SQUARE BOYS & GIRLS CLUB FOUNDATION, INC.

MSBGC-NYC SUPPORT CORPORATION

**SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY JUDGES, CLERKS,  
PERSONNEL, AND OFFICE OF THE U.S. TRUSTEE**

CHIEF JUDGE MARTIN GLENN

JUDGE LISA G. BECKERMAN

JUDGE SHELLEY C. CHAPMAN

JUDGE ROBERT D. DRAIN

JUDGE JAMES L. GARRITY, JR.

JUDGE DAVID S. JONES

JUDGE SEAN H. LANE

JUDGE CECILIA G. MORRIS

JUDGE MICHAEL E. WILES

**ATTORNEYS FOR THE UNITED STATES TRUSTEE'S OFFICE FOR THE  
SOUTHERN DISTRICT OF NEW YORK**

ALABA OGUNLEYE

ALICIA LEONHARD

ANDREA B. SCHWARTZ

ANDY VELEZ-RIVERA

BENJAMIN J. HIGGINS

BRIAN S. MASUMOTO

CHEUK M. NG

CHRISTINE BLACK

DANNY A. CHOY

ERCILIA A. MENDOZA

GREG M. ZIPES

GUY A. VAN BAALEN

ILUSION RODRIQUEZ

JOSEPH ALLEN

KATHLEEN SCHMITT

LINDA A. RIFFKIN

LISA PENPRAZE

MADELINE VESCOVACCI

MARIA CATAPANO

MARY V. MORONEY

NADKARNI JOSEPH

PAUL K. SCHWARTZBERG

RICHARD C. MORRISSEY  
SERENE NAKANO  
SHANNON SCOTT  
SUSAN ARBEIT  
SYLVESTER SHARP  
VICTOR ABRIANO  
WILLIAM K. HARRINGTON

**GOVERNMENTAL/REGULATORY AGENCIES**

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT  
NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION  
NEW YORK STATE ALLIANCE FOR THE PREVENTION OF SEXUAL ABUSE  
NEW YORK STATE CHILD AND ADULT CARE FOOD PROGRAM  
NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES  
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES  
NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL  
OFFICE OF JUVENILE DELINQUENCY PROGRAM  
UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS

**BANKRUPTCY AND CERTAIN ORDINARY COURSE PROFESSIONALS**

EPIQ CORPORATE RESTRUCTURING  
FINSBURY LLC  
FRIEDMAN KAPLAN SEILER & ADELMAN LLP  
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
PILLSBURY WINTHROP SHAW PITTMAN LLP  
TENEO CAPITAL LLC

**BANKS, INVESTMENT MANAGERS, AND SECURED LENDERS**

BANK OF AMERICA  
BROWN BROTHERS  
CARVER BANK  
CITIBANK  
FIDELITY  
JP MORGAN  
JPMORGAN - CHILDS TRUST  
LAMB FINANCIAL SERVICES  
MERRILL LYNCH  
NONPROFIT FINANCE FUND  
PINNACLE SECURITIES  
PNC BANK  
RUANE CUNNIFF & GOLDFARB  
RUANE CUNNIFF & GOLDFARB - SEQUOIA FUND  
TRUFUND  
VANGUARD

**CURRENT & FORMER TRUSTEES, DIRECTORS, OFFICERS**

ADAM L. REEDER

ALBERT R. DOWDEN  
ALLISON SHURE  
BARBARA A. TAYLOR  
BARRY BREGMAN  
BARRY RODRIGUES  
BILL FEEHAN  
BRIAN HOESTEREY  
BRUCE GELB  
DANIEL L. MOSLEY  
DANIEL T. DONNELLY  
DAVID FIELDS  
DAVID J. GOLDRING  
DAVID PECKER  
DONALD C. DEVINE  
ELIZABETH VELEZ  
ERIC FRANDSON  
FRANK FORTINO  
FRED ARGIR  
FRED PICCIRILLO  
HEATHER BELLINI  
HOPE KNIGHT  
JARRETT TURNER  
JEFFREY DOLD  
JEFFREY VOLLING  
JERRY M. SESLOWE  
JOHN BINNIE  
JOHN GELB  
JOHN MCDONOUGH  
JOHN STARR  
JOSEPH GANTZ  
JOSH NOVAK  
JUSTIN MARCUS  
JUSTIN NUNEZ  
KEITH FLEISCHMAN  
KENNETH B. MARLIN  
KENNETH HALCOM  
LEO P. ARNABOLDI III  
LEO P. ARNABOLDI, JR  
LISA SHALETT  
MATTHEW PETERSEN  
MICHAEL GELTZEILER  
MICHAEL PUGH  
MITCHELL SCHERZER  
MYLES GILLESPIE  
NATHAN SLEEPER  
NICHOLAS F. TOMMASINO  
NICK RUDD

OBA MCMILLAN  
PATRICK GADSON  
PATRICK GALLAGHER  
PETER SCHEMAN  
PETER SERPICO  
POPPY HARLOW  
RICHARD EADDY  
RICHARD PORTER  
ROBBIN MELE GAUDIERI  
RON PORTER  
ROY WEATHERS  
SEAN WOODROFFE  
STEPHEN GALLUCCI  
STEVE ELBAUM  
STEVEN MELTON  
STEVEN MIYAO  
STEVEN S. ELBAUM  
STUART LEMPert  
T. KENNETH FARRELL  
THOMAS FORTIN  
THOMAS MURPHY, SR.  
TIM MCCHRISTIAN  
TREVOR FENNELL  
VANESSA TOUMA  
VICTOR F. GANZI  
WILLIAM E. FLAHERTY  
WILLIAM F. GLAVIN, JR  
WILLIAM G. PARRETT

**INSURANCE PROVIDERS**

ARGONAUT INSURANCE CO.  
CHUBB GROUP  
CHURCH MUTUAL INSURANCE CO.  
EMPIRE BLUECROSS BLUESHIELD  
FEDERAL INSURANCE COMPANY  
HALLMARK SPECIALTY INSURANCE CO.  
PHILADELPHIA INSURANCE COMPANY  
RSUI LANDMARK AMERICAN INSURANCE CO.  
STARSTONE NATIONAL INSURANCE CO.

**LANDLORD**

NATIONAL MULTIPLE SCLEROSIS SOCIETY

**LITIGATION PARTIES AND COUNTERPARTIES AND COUNSEL<sup>1</sup>**

A.B.  
A.F.  
A.G.

AARON HUMPHREY  
ALFRED FALZON  
AMONDO SAPIRO  
ANDREW CAWLEY  
ANTHONY VARUOLA  
ANTOWNE FRAZIER  
ARNOLD GLIM  
ARTHUR TREMERE  
AVAN LOGAN  
B.D.  
BRIAN TATE  
C.C.  
C.D.  
CARL MINUSKIN  
C.R.  
C.S.  
CHRISTOPHER CLARK  
CLEVELAND WHITE  
COLIN MOSS  
D.C.  
D.M.  
DENNIS FARLEY  
DERRICK WELCH  
DEXTER BLACKMAN  
E.C. [950404/2020]  
E.M. [70172/2021E]  
E.M. [950681/2020]  
E.M.R.  
EDDY STWAERD  
E.T.  
EDWARD HUNTER  
EDWARD TOFANI  
EDWIN VELEZ  
EMILE BLACKMAN  
EMMANUEL FALZON  
ENZO OMBRAMONTI  
ERIC LEBRON  
ERIC ROSADO  
FRANK BITETTO  
FRANK PESCE  
G.F.  
G.R.  
GEORGE DANIELLO  
GERALD CARSON  
GUSTAVE CHAPPORY  
HARRY WADE  
HECTOR BUSH

HENRI BONNER  
HENRY KING  
I.R.  
IKEM LOGAN  
ISRAEL DIAZ  
JOSEPH FARAGUNA  
J.A.M.  
J.C.  
J.G.  
J.L.  
J.R.  
JAMES PAIGE  
JAMES SULLIVAN  
JAY SAPIRO  
JOHN DOE  
JOHN MARKS  
JOHNNY GARCIA  
JONATHAN DRECHSLER  
JOSEPH CIAPPA  
JOSEPH FALZON  
JOSEPH GALLO  
JOSEPH GENTILE  
JOSEPH MCBRIDE  
JOSEPH O'BRIEN  
JOSEPH P. SALAMONE, JR.  
JOSEPH VARUOLA  
JULIO ROSADO  
K.P.  
K.R.  
KENNETH GRANT  
L.B.  
L.R.  
LAWRENCE DAVIS  
LAWRENCE NOLAN  
LEON POWELL  
LOUIS HEREDIA  
M.H.  
M.S.  
MARC TAYLOR  
"MARIA HOFFMAN"  
MARK THOMPSON  
MATTHEW SPENCER  
MICHAEL CUSUMANO  
MICHAEL DANIELLO  
MICHAEL FAYE  
MICHAEL JACOBS  
MICHAEL PAIGE

N.B.A.

NEFTALI CENTENO

NEFTALI CEMENTENO

PERRY POWELL

PETER CAMILLERI

PHILLIP HARRIS

R.A.

R.B.

R.C.

R.F.

R.F. II

R.M.

R.S.

RAMON ACOSTA

RAMOS REYES

RANDALL JAMES

RENZO BUSETTI

RICHARD VESPI

ROBERT LIGUORI

ROBERT O'LEARY

ROBERT RAMIREZ

ROBERT SERRINGER

ROBERTO GONZALEZ

ROGER WELCH

RONALD PROKOPIAK

S.R. [950449/2020]

S.R.

SAMUEL CASTRILLO

PETER STUCZ

STEVEN SORGE

T.F.

DAVID TOFANI

ROBERT TOFANI

TERRENCE BROWNE

TERRENCE LOGAN

THE ESTATE OF EMMANUEL WILLIAM SORGE

THOMAS LOGERFO

THOMAS M. LUKAS

TYRONE LOGAN

VITO PESCE

WILLIAM MCFIELD

WILLIAM SORGE

Z.Y.

ABEND & SILBER, PLLC

ABRAHAM, WATKINS, NICHOLS, SORRELS, AGOSTO & AZIZ

ANDREOZZI & ASSOCIATES, P.C.

BLEAKLEY PLATT & SCHMIDT, LLP

CUTI HECKER WANG LLP  
DUNDON ADVISERS LLC  
GRANT & EISENHOFER, P.A.  
HACH ROSE SCHIRIPPA & CHEVERIE, LLP  
HARNICK AND HARNICK, P.C.  
HERMAN LAW FIRM  
JEFF ANDERSON & ASSOCIATES, P.A.  
LEVY KONIGSBERG LLP  
LOWEY DANNENBERG, P.C.  
MARCOWITZ LAW FIRM  
MERSON LAW, PLLC  
PACHULSKI STANG ZIEHL & JONES LLP  
PFAU COCHRAN VERTETIS AMALA PLLC  
RAPHAELSON & LEVINE LAW FIRM, P.C.  
ROCKEFELLER UNIVERSITY  
ROPES & GRAY LLP  
SEEGER WEISS LLP  
SILVER & KELMACHTER, LLP  
SLATER SLATER SCHULMAN LLP  
THE MARSH LAW FIRM, PLLC  
THE SIMPSON TUEGEL FIRM  
WEITZ & LUXENBERG  
WILLIAMS CEDER LLC

**SIGNIFICANT VENDORS, UTILITIES, CONTRACT COUNTERPARTIES, AND UCC  
LIEN COUNTERPARTIES**

42ND STREET LESSEE LLC  
501 AUCTION LLC  
ABRAR QAIUM  
ADP, INC.  
ADT SECURITY SERVICES  
ADVANCE CLADDING CONSTRUCTION COMPANY  
AFA PROTECTIVE SYSTEMS, INC.  
AFLAC NEW YORK  
AIA, ALERA GROUP  
ALDA BUILDING COMPANY LLC  
ALEX DONNER ENTERTAINMENT, CORP.  
ALL AMERICAN SCHOOL BUS CORP.  
ALLIED ASBESTOS SERVICE LLC  
ALLSTATE LIFE INSURANCE COMPANY  
ALLSTATE SERVICES GROUP LLC  
AMAZON CAPITAL SERVICES  
AMERICAN EXPRESS  
AMERIFLEX  
ANTHEM LIFE & DISABILITY INSURANCE CO.  
APPRAISERS AND PLANNERS INC.  
ARAMARK



AUTHNET GATEWAY  
AV DESIGN INTEGRATION  
BABY DUNK  
BALLARD SPAHR LLP  
BASE TECHNOLOGIES, INC.  
BCM ONE  
BEL-AQUA POOL SUPPLY INC.  
BETHANY HDFC  
BKD, LLP  
BLACKBAUD  
BOYS & GIRLS CLUB OF HARLEM  
BOYS & GIRLS CLUBS OF AMERICA  
BROADWAY UNLOCKED  
BRONX AQUATICS & SAFETY INC.  
BSN SPORTS INC  
CABLEVISION  
CARDWORKS ACQUIRING  
CHARTER COMMUNICATIONS  
CHURCH MUTUAL  
CITY OF FINANCE COMMISSIONER  
CLASSY, INC.  
CON EDISON  
CONNEY SAFETY  
CREATIVE ART WORKS  
CROWN AWARDS  
CROWN CASTLE FIBER LLC  
CROWN JANITORIAL  
CROWN TROPHY, INC.  
CT CORPORATION  
CYA, INC  
DAWELL CONSULTING LLC  
DE LAGE LANDEN FINANCIAL SERVICES, INC.  
DELL BUSINESS CREDIT  
DELOITTE CONSULTING LLP  
DINOSAUR RESTAURANTS LLC  
DRAIN KLEEN SEWER SERVICES INC.  
EDELMAN SULTAN KNOX WOOD ARCHITECTS LLP  
EFFICIENT COMBUSTION & COOLING CORP.  
EL RAVEN PRODUCTIONS  
EMPIRE FIRE SYSTEMS LLC  
ENGIE  
EXTRA SPACE STORAGE  
FEDERAL EXPRESS CORP.  
FIRST ADVANTAGE BACKGROUND SERVICES CORP.  
FIRSTMARK SERVICES  
FLYER MIKE DESIGNS, LLC  
FOUR SEASONS PROMOS, LLC

FRANKIE'S CARNIVAL TIME, INC.  
FUZE, INC.  
GEM MECHANICAL LLC  
GIVESMART US, INC.  
GO CHARITY  
GOTHAM ARCHITECTURAL GLASS & SIGN  
GRACI PAVING ASSOCIATES INC.  
GROWTH AND DEVELOPMENT SERVICES, INC.  
HANZEL LI  
HELIUM PLUS EAST INC.  
HILLMANN CONSULTING, LLC  
HSO PRODUCTIONS INC.  
HYDRO LANE, INC.  
IF IT'S WATER, INC.  
INDEPENDENT ELEVATOR INSPECTIONS, INC  
INLAND PRINTING COMPANY  
INSURANCE ARCHAEOLOGY GROUP  
INTEGRATED AQUATICS ENGINEERING  
J & L SERVICE NYC INC.  
JMV CONSULTING ENGINEERING, P.C.  
JOHN TODD  
JUNK PROS  
KAUFMAN IRON WORKS  
KIDS IN SEATS INC.  
KIPS BAY BOYS & GIRLS CLUB  
KNIGHT MARKETING CORP.  
KONE INC.  
KVL AUDIO VISUAL SERVICES, INC  
LAMB INSURANCE SERVICES  
LAWLESS & MANGIONE  
LAWYERS ALLIANCE FOR NEW YORK  
LEADER ELECTRIC COMPANY  
LEAF COMMERCIAL CAPITAL  
LIBERTY COCA-COLA BEVERAGES LLC  
LIBERTY INDUSTRIAL GAS & WELDING  
LIBERTY SCIENCE CENTER  
LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.  
LOM PROPERTY CONSULTING LLC  
MAGIC MECHANICAL  
MAMA FOUNDATION FOR THE ARTS, INC.  
METROPOLIS GROUP INC.  
METROPOLITAN LIFE  
METROTECH SYSTEMS  
MILLIMAN  
MUTUAL SECURITY SERVICES, INC.  
NARDELLO & CO LLC  
NATIONAL FIRE EXTINGUISHER CO.

NATIONAL GRID  
NATIONAL MULTIPLE SCLEROSIS SOCIETY  
NEW YORK BUSINESS SYSTEMS  
NEW YORK CITY WATER BOARD  
NEW YORK DEPARTMENT OF LAW  
NEW YORK STATE ALLIANCE  
NFOCUS SOLUTIONS  
NOBLE ELEVATOR COMPANY INC.  
NONPROFIT SOLUTIONS NETWORK CORP.  
NOTES FOR NOTES  
NOVAK FRANCELLELLA LLC  
NUVISION SOLUTIONS LLC  
NY STATE ALLIANCE  
NYC FIRE DEPARTMENT  
NYC WATER BOARD  
NYS DEPT. OF ENVIRONMENTAL CONSERVATION  
ORKIN INC.  
ORKIN PEST CONTROL  
OUTREACH DEVELOPMENT CORP.  
PADUANO & WEINTRAUB LLP  
PITNEY BOWES GLOBAL FINANCIAL  
PITNEY BOWES PURCHASE POWER  
PLYWOOD PICTURES LLC  
POL. WIRE TECH INC.  
POLAR AIR CONDITIONING INC.  
QUILL CORPORATION  
REGINA CATERERS INC.  
ROBINSON'S INDUSTRIAL GAS AND EQUIPMENT CORP.  
ROTO ROOTER PLUMBING SERVICES  
RT TRANSPORTATION & TOURS, LLC  
S&S WORLDWIDE, INC.  
S.D.L. APPLIANCE REPAIR SERVICE  
SBW, INC.  
SEAN KERSHAW  
SEND IN THE CLOWNS ENTERTAINMENT  
SERVICE MECHANICAL INC.  
SHELTERPOINT LIFE INSURANCE CO.  
SIGMA  
SLEEPY HOLLOW COUNTRY CLUB  
SOLVE IT SIMPLE LLC  
STAPLES  
STAPLES ADVANTAGE  
STAR GROUP PRODUCTIONS  
SUNESYS ENTERPRISE LLC  
SWOOP  
SYSCO METRO NEW YORK LLC  
THE COTOCON GROUP

THE METRO GROUP, INC.  
TIME WARNER CABLE  
TOTAL AQUARIUMS INC.  
TOWER ELEVATOR CONSULTING & TESTING LLC  
TOYOTA FINANCIAL SERVICES  
TRANSPERFECT LEGAL SOLUTIONS  
TREMONT ELECTRIC SUPPLY COMPANY  
TRI WELD INDUSTRIES, INC.  
TWI-LAQ INDUSTRIES, INC.  
ULINE  
UNITED STAFFING SOLUTIONS, INC.  
UNITED WAY  
VAL WIRING CORP.  
VENABLE LLP  
VERIZON WIRELESS  
WEBSTER LOCK & HARDWARE CO.

**Supplemental Conflict Check List**

**UST OFFICE**

ANNIE WELLS  
JAMES GANNONE  
MARK BRUH  
SHARA CORNELL  
TARA TIAN TIAN

**BANKRUPTCY JUDGES' STAFF**

ANDERSON, DEANNA  
ASHMEADE, VANESSA  
AZZARO, CHRISTINE  
BARAJAS, ANDRES  
BARRETT, CHANTEL  
BLACKMON, MICHAEL  
CALDERON, LYNDA  
CARRASCO, ROBERT  
CHEN, PATRICK  
CONTINO, MICHAEL  
DEPIEROLA, JACQUELINE  
EBANKS, LIZA  
ECHEVARRIA, LORRAINE  
EISEN, JAMIE  
FREDERICKS, FRANCES  
HARKINS, DANIEL  
HILBURN, BRIAN  
JONES, TAYLOR

KAN, LESLIE  
KASNETZ, ALEXANDER  
LI, DOROTHY  
MACDONALD, JENNA  
MERCADO, TRACEY  
MITNICK, MEREDITH  
O'ROURKE, FRANCIS  
PUCCIA, KARRA  
RIBEIRO, CHRISTIAN  
ROBIE, BRENDA  
RODRIGUEZ, WILLIE  
SANEY, MICHELLE  
TRAN, JACQUELINE  
WHITE, GREG  
WYBIRAL, LESLIE  
ZIESING, ANNIE

**EXHIBIT B**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____	)	Chapter 11
In re:	)	
	)	Case No. 22-10910
Madison Square Boys & Girls Club, Inc.,	)	
)		(Jointly Administered)
	)	
Debtor. <sup>1</sup>	)	
_____	)	

**ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF ISLANDDUNDON AS FINANCIAL ADVISOR FOR THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF MADISON  
SQUARE BOYS & GIRLS CLUB, INC., EFFECTIVE AS OF AUGUST 8, 2022**

Upon the application (the “Application”) of the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned chapter 11 case for entry of an order authorizing the Committee to employ and retain IslandDundon as financial advisor effective as of August 8, 2022, pursuant to section 1103 of title 11 of the United States Code; and upon the Declaration of Matthew Dundon (the “Dundon Declaration”); and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 1334 and 157; and it appearing that the Application is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court can enter a final order consistent with Article III of the United States Constitution; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and the Court being satisfied that notice of this Application and the opportunity for a hearing on this application was appropriate under the particular circumstances and no further or other notice need be given; and the Court being satisfied, based on the representations made in the Application and the Dundon Declaration, that IslandDundon does not hold or represent an adverse interest in connection with the cases; and the Court having determined that the relief sought in the Application

<sup>1</sup> [Identification block]

is in the best interests of the Committee; and this Court having determined that the legal and factual bases set forth in the Application and the Dundon Declaration, and at the hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

It is hereby **ORDERED**, that:

1. The Application is GRANTED to the extent set forth herein.
2. Pursuant to sections 328 and 1103(a) of the Bankruptcy Code, the Committee is authorized to employ and retain IslandDundon as financial advisor effective as of August 8, 2022 on the terms and conditions set forth in the Application, as modified herein.
3. That to the extent the Application is inconsistent with this Order, the terms of this Order shall govern.
4. That the Official Committee of Unsecured Creditors is authorized to employ IslandDundon to provide the following services: strategic and financial advisory services as more particularly set forth in the Application.
5. That IslandDundon shall be compensated in accordance with and will file interim and final fee applications for allowance of its compensation and expenses and shall be subject to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated November 25, 2009 and the Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, dated June 17, 2013.
6. That IslandDundon is hereby authorized to keep reasonably detailed time records in one-tenth of an hour increments and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, of services rendered and



will identify each professional rendering services, the category of services rendered and the amount of compensation requested.

7. The Committee and IslandDundon are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. During the course of these bankruptcy cases, this Court has and shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2022

---

United States Bankruptcy Judge  
The Honorable Sean H. Lane