

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
Window Select, LLC,
Debtor.

Case No. 23-20646-gmh
Chapter 11 (Subchapter V)

**NOTICE OF MOTION FOR RULE 2004 EXAMINATION
OF PAUL KISWARDY**

TO: Paul Kiswardy
1058 Larchdale Drive
Pittsburgh, PA 15243

PLEASE TAKE NOTICE that Paul G. Swanson, in his capacity as the Liquidating Trustee for the Window Select LLC Liquidating Trust, by his counsel, Swanson Sweet LLP, has filed a Motion for Rule 2004 Examination of Paul Kiswardy (the “Motion”).

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to grant the Motion, or if you want the Court to consider your views on the matter, then no later than fourteen (14) days from the date of this notice, you or your attorney must:

1. File with the Court a written objection at:

Clerk of the U.S. Bankruptcy Court
Room 126, Federal Courthouse
517 E. Wisconsin Avenue
Milwaukee, WI 53202

If you mail your objection to the Court for filing, you must mail it early enough so that the Court will receive it on or before the date stated above.

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
Window Select, LLC,
Debtor.

Case No. 23-20646-gmh
Chapter 11 (Subchapter V)

**MOTION FOR RULE 2004 EXAMINATION
OF PAUL KISWARDY**

Paul G. Swanson (the “Liquidating Trustee”), in his capacity as the liquidating trustee for the Window Select LLC Liquidating Trust, by his counsel, Swanson Sweet LLP, hereby moves for entry of an order, pursuant to Fed. R. Bankr. P. 2004, authorizing him to issue and serve upon Paul Kiswardy a subpoena requiring that he produce responsive documents and sit for an oral examination. In support of his motion, the Liquidating Trustee states as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A) as a matter concerning the administration of the estate. Venue is proper in the Eastern District of Wisconsin pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On February 17, 2023, Window Select, LLC (the “Debtor”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code and elected to proceed under subchapter V. ECF No. 1. The Debtor proceeded as a debtor in possession pursuant to 11 U.S.C. § 1184.

3. On December 13, 2023, the Court entered an order confirming the Debtor’s plan of liquidation, which vested the Debtor’s assets in a liquidating trust. ECF No. 423 at 20–21 §§ 7.01–7.02). The Liquidating Trustee was appointed as liquidating trustee and is authorized to

object to claims as appropriate. *Id.* at 44 (§ 3.04(k)), 53 (§ 7.1). He is also authorized to “prosecute, ..., compromise, ..., deal with and settle, ... all actions arising under state law or the Bankruptcy Code, specifically, but not limited to, Avoidance Actions arising under or related to Chapter 5 of the Bankruptcy Code and all other causes of action[.]” *Id.* (§ 3.4(e)).

4. Following his appointment, the Liquidating Trustee began investigating the Debtor’s financial affairs, including various transfers which he believes are avoidable under chapter 5 of the Bankruptcy Code. The Liquidating Trustee has also reviewed proofs of claim filed in this case.

5. Based on the information he has obtained, the Liquidating Trustee believes that the Debtor made several transfers to Paul Kiswardy or for his benefit, including to: (1) Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Service; (2) JPMorgan Chase Bank, N.A. d/b/a Chase Home Finance; (3) the Internal Revenue Service or the Department of Treasury; (4) Citizens Bank, N.A.; (5) California Republic Bank (now merged with Mechanics Bank); and (6) Dollar Bank, FSB. The Liquidating Trustee has not been able to identify any value or consideration that the Debtor received in exchange for these transfers or any other business-related purpose.

6. In addition, on June 30, 2023, the Clerk docketed a proof of claim in which Mr. Kiswardy asserted an unsecured claim against the Debtor in the amount of \$297,657.58 for “Money loaned”. Claim No. 229. In support of his claim, Paul Kiswardy submitted “Exhibit A” which includes an unsigned loan agreement between him and AmRes Corporation for \$300,000.00. *See* Claim No. 229, Part 2 at 2. The loan agreement does not define “Borrower”, but the signature pages indicate that Paul Kiswardy is the “Borrower”. *Id.* The loan agreement also provides that Paul Kiswardy is the “Guarantor”. *Id.*

7. Mr. Kiswardy asserts that he entered into the loan agreement “for the purpose of supporting a plan developed by Cogent Analytics, LLC, a business management consultant to the Debtor, for the turnaround and regrowth of the Company.” Claim No. 229 at 4. But the loan agreement indicates that “Borrower agrees that the Loan proceeds disbursed to Borrower will be used only for refinance of the property located at 1745 High Top Circle, Hidden Valley, PA 15502”. *Id.* at 4. This is consistent with the unsigned “Loan for Business Purpose Affidavit”, which indicates that the loan is “solely for business purposes for the purchase and sale and/or rehabilitation of the Property” and that “Borrower’s primary business activity is to purchase, rehabilitate, and resell real property at a profit.” *Id.* at 17.

8. The loan documents do not provide any indication that the funds would be used “for the turnaround and regrowth” of the Debtor. The Debtor is not a party to those agreements and, based on the record, it does not appear that the Debtor was affiliated with 1745 High Top Circle, Hidden Valley, PA 15502. What is more, Paul Kiswardy attached “Exhibit B” which provides a summary of the advances. The Liquidating Trustee believes that some of the advances identified may not have benefitted the Debtor:

- The summary indicates that funds \$5,243.00 was advanced to Christi Russell for “Payroll”. No other employees are identified in the summary. The Liquidating Trustee believes that Ms. Russell is an insider based on her relationship with Justin Kiswardy.
- The summary indicates that \$9,500.00 was advanced to Jeff Winnett for a “House Payment”. The Liquidating Trustee is currently seeking to avoid several transfers from the Debtor to Mr. Winnett as constructively voidable transfers. *See Swanson v. Winnett (In re Window Select LLC)*, Adv. No. 24-2057-gmh (Bankr. E.D. Wis.).
- The summary indicates that \$6,000.00 was advanced to “Isaac, Greenfield, PLLC” for “Legal”. It appears that the law firm is located in Suffern, New York, and the Liquidating Trustee has not been able to discern the purpose of such payment.

Relief Requested

9. Accordingly, the Liquidating Trustee brings this motion under Bankruptcy Rule 2004 to obtain an order authorizing him to issue and serve a subpoena in the form attached hereto as Exhibit A upon Paul Kiswardy requiring that: (1) Paul Kiswardy produce responsive documents to the Liquidating Trustee on or before **November 8, 2024**; and (2) Paul Kiswardy sit for an oral examination on **November 15, 2024, at 1:30 p.m. (ET)** in Pittsburgh, Pennsylvania.¹

Basis for Relief

10. Rule 2004 provides that “on motion of any party in interest, the court may order the examination of any entity.” Fed. R. Bankr. P. 2004(a). The examination may relate to “the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate, or to the debtor’s right to a discharge.” Fed. R. Bankr. P. 2004(b). Indeed, “[t]he scope of such an examination is quite broad, relating to just about anything that deals with the debtor’s actions, assets, liabilities, or financial affairs, its right to a discharge, or any matter affecting the administration of the bankruptcy estate.” *In re Sheetz*, 425 B.R. 746, 758 (Bankr. N.D. Ind. 2011). *See also In re Mittco, Inc.*, 44 B.R. 35, 36 (Bankr. E.D. Wis. 1984) (“The scope of inquiry under Rule 2004 is very broad. Great latitude of inquiry is ordinarily permitted.”); *In re Enron*, 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002) (“courts have recognized that Rule 2004 examinations are broad and unfettered and in the nature of fishing expeditions.”); *In re Handy Andy Home Improvement Ctrs.*, 199 B.R. 376, 380 (Bankr. N.D. Ill. 1996) (“Generally, a Rule 2004 examination is a broad ‘fishing expedition’ into a party’s affairs for the purposes of obtaining information relevant to the

¹ The Liquidating Trustee believes that Paul Kiswardy currently resides in Pittsburgh. The Liquidating Trustee has arranged to take his deposition at an office located at 525 William Penn Place, 28th Floor, Pittsburgh, Pennsylvania, 15219.

CERTIFICATE OF SERVICE

In accordance with Local Rule 2004, I certify that October 16, 2024, I served a copy of the foregoing motion on “the debtor, the United States trustee, and the entity to be examined”, by United States mail (unless otherwise noted), at the following addresses:

Window Select LLC
N56W13595 Silver Spring Drive
Menomonee Falls, WI 53051

United States Trustee’s Office
Via CM/ECF

Paul Kiswardy
1058 Larchdale Drive
Pittsburgh, PA 15243

Dated: October 16, 2024.

/s/ Sydney Haase
Sydney Haase

EXHIBIT A

UNITED STATES BANKRUPTCY COURT

Eastern

District of

Wisconsin

In re Window Select LLC,

Debtor

(Complete if issued in an adversary proceeding)

Case No. 23-20646-gmh

Chapter 11

Plaintiff

v.

Adv. Proc. No. _____

Defendant

SUBPOENA TO TESTIFY AT A DEPOSITION IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Paul Kiswardy

(Name of person to whom the subpoena is directed)

Testimony: **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this bankruptcy case (or adversary proceeding). If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

PLACE	DATE AND TIME
<u>Leech Tishman - 525 William Penn Place, 28th Floor, Pittsburgh, PA 15219</u>	<u>11/15/24</u> <u>1:30 pm</u>

The deposition will be recorded by this method: stenographic means.

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:
[See Attached Exhibit A - Documents due by November 8, 2024](#)

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing *(name of party)*
Paul G. Swanson, Liquidating Tr., who issues or requests this subpoena, are:

Swanson Sweet LLP, Peter Nowak, 107 Church Ave., Oshkosh, WI 54904, pnowak@swansonsweet.com, (920) 385-5312

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit A
Subpoena Duces Tecum
Paul Kiswardy

In re Window Select LLC
Case No. 23-20646-gmh (Bankr. E.D. Wis.)

Instructions

1. The singular form of words shall include the plural, and vice versa, wherever appropriate in these requests, instructions, and definitions, to bring within the scope of these requests any documents which might otherwise be construed to be outside their scope.

2. “Or” shall be construed disjunctively and conjunctively wherever appropriate in these requests and instructions, to bring within the scope of these requests any documents which might otherwise be construed to be outside their scope.

3. In the event that you refuse to produce, on the ground of privilege, any document (or portion thereof) covered by these requests, a schedule which specifically identifies each such document (or portion thereof) withheld by its nature (e.g. letter, memorandum, log), author, recipient, subject matter and location, and a statement of the basis upon which privilege is claimed as to each such document (or portion thereof) withheld, shall be furnished at the time of production of the documents called for in this request.

4. To the extent that you are aware of the existence of any document in response to these requests which was at one time, but is no longer, subject to your custody or control, identify and describe any such document, identify its current location, and identify any person who possesses the original or any copy of such document.

5. If you believe that any of the items in the following discovery requests are ambiguous, please contact the attorney who issued this subpoena and identify which request is unclear and the basis of the perceived ambiguity. We will respond promptly and attempt to rephrase the request.

6. In answering these requests, you are required to furnish all information and documentation that is available to you or subject to your reasonable inquiry, including information and documentations in the possession of your attorneys, accountants, advisors, or other persons directly or indirectly employed by, or connected with, you or your attorneys, and anyone else otherwise subject to your control.

7. In answering these requests, you must make a diligent search of your records and other papers and materials in your possession or available to you or your representatives. If a

request has subparts, answer each part separately and in full, and do not limit your answer to the request as a whole. If these requests cannot be answered in full, answer to the extent possible, specify the reason for your inability to answer the remainder, and state whatever information and knowledge you have regarding the unanswered portion. With respect to each request, in addition to supplying the information asked for and identifying the specific documents referred to, identify and describe all documents to which you referred in preparing your answers.

8. You should produce all documents in their native form. By way of example, when you produce a Microsoft Excel spreadsheet, you should produce that spreadsheet in unaltered electronic form with the file extension “.xls”.

9. The requests shall be deemed continuing, and you must promptly supply, by way of supplemental response, any and all supplemental answers or documents that may become known prior to the trial of this action and are additionally responsive or necessary to maintain the accuracy of responses previously served.

General Definitions

Unless otherwise indicated, the following definitions shall be applicable to these these discovery requests, including the Instructions section:

1. “Communication,” as used herein, means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise)

2. “Document,” is used herein in the broadest possible sense and includes any form of communication or data storage. This definition includes all written, recorded or graphic matter, however produced or reproduced, whether in written or electronic form, including, without limitation, all correspondence, copies, memoranda, notebooks, calendars, phone message slips, titles, deeds, sheets, contracts, records, invoices, computer printouts, computer cards, computer tapes, minute books, meeting minutes, statements, balance sheets, ledgers and accounts, financial reports, tape recordings, checks and receipts, photographs, drawings, handwritten notes, and working papers. Any document that contains markings of any kind so that it is different from the original is a separate document. In each instance wherein you are asked to “identify” or describe a document, your description should include, your response should set forth its date, title, author or maker, designated and actual recipients, type of document, number of pages, and identity of its present or last known custodian.

3. “Knowledge” includes first-hand information and information derived from any other source including hearsay knowledge.

4. “Person” shall mean and include a natural or deceased person, partnership, firm or corporation, or any other kind of business or legal entity, its agents or employees.

5. “Relates to” or any variation thereof, as used herein, means mentioning, referring to, applying to, containing, involving, or in any way concerning, in whole or in part, directly or indirectly, the stated subject matter.

Specific Definitions

1. “Debtor” means Window Select LLC (EIN: 84-1860295), the chapter 11 debtor in Case No. 23-20646-gmh pending in the United States Bankruptcy Court for the Eastern District of Wisconsin.

Requests for Production

Unless otherwise stated, the applicable time period for these discovery requests is:
August 11, 2019 to present.

Request for Production No. 1: All documents relating to any payments or transfers that the Debtor made to you or on your behalf to: (1) Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Service; (2) JPMorgan Chase Bank, N.A. d/b/a Chase Home Finance; (3) the Internal Revenue Service or the Department of Treasury; (4) Citizens Bank, N.A.; (5) California Republic Bank (now merged with Mechanics Bank); (6) Dollar Bank, Federal Savings Bank; and (7) any other entity.

Request for Production No. 2: All communications, and all documents referring or relating to communications, between you and Justin Kiswardy or any other representative or employee of the Debtor relating to the any payments or transfers that the Debtor made to you or any entity identified in Request for Production No. 1.

Request for Production No. 3: All documents relating to any money that you loaned to the Debtor, including (a) documents reflecting disbursement of the loan proceeds or credit; (b) all loan agreements, mortgages, security agreements, guarantees and other collateral agreements and related loan documents; and (c) promissory notes or other instruments reflecting the obligation to pay.

Request for Production No. 4: All communications, and all documents referring or relating to communications, between you and Justin Kiswardy or any other representative or employee of the Debtor relating to any money that you loaned to the Debtor.

Request for Production No. 5: All documents relating to any loan agreement between you and AmRes Corporation, including (a) loan or credit applications; (b) documents reflecting disbursement of the loan proceeds or credit; (c) loan correspondence files, including but not limited to letters to the bank, letters from the bank, and notes or memoranda to the file regarding such loans or credit transactions or the parties to such loan or credit transactions; (d) all loan agreements, mortgages, security agreements, guarantees and other collateral agreements and related loan documents; (e) financial statements and other documents or information provided by the referenced entities to the loan or credit transactions pursuant to any loan covenant or other

contractual requirement; and (f) promissory notes or other instruments reflecting the obligation to pay.

Request for Production No. 6: All communications, and all documents referring or relating to communications, between (1) you and Justin Kiswardy or any other representative or employee of the Debtor and (2) you and any representative or employee of AmRes Corporation relating to any loan agreement between you and AmRes Corporation.

****Production Instructions****

Documents responsive to these requests may be produced either physically or electronically as follows:

Address: Swanson Sweet LLP
107 Church Avenue
Oshkosh, WI 54901

Electronically: vgeorge@swansonsweet.com
pnowak@swansonsweet.com
hsaladin@swansonsweet.com
shaase@swansonsweet.com

Documents must be produced on or before Friday, November 8, 2024.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
Window Select, LLC,
Debtor.

Case No. 23-20646-gmh
Chapter 11 (Subchapter V)

**ORDER GRANTING MOTION FOR RULE 2004
EXAMINATION OF PAUL KISWARDY**

Paul G. Swanson (the “Liquidating Trustee”), the liquidating trustee for the Window Select LLC Liquidating Trust, filed a Motion for Rule 2004 Examination of Paul Kiswardy (the “Motion”). Based on the record:

IT IS HEREBY ORDERED that the Liquidating Trustee is authorized to issue and serve the subpoena attached to the Motion as Exhibit A upon Paul Kiswardy. The parties may agree to modify the date and location of the deposition and the deadline to produce documents without leave of the Court.

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