

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: Medley LLC, ¹ Debtor.	Chapter 11 Case No. 21-10526 (KBO)
MEDLEY LLC LIQUIDATING TRUST, Plaintiff, v. EVERSHEDS SUTHERLAND (US) LLP, Defendant.	Adv. Proc. No. 23-50121 (KBO) Re: Docket Nos. 8, 13 and 20

**CERTIFICATION OF COUNSEL REGARDING STIPULATION
EXTENDING SCHEDULING ORDER DEADLINES**

The undersigned hereby certifies as follows:

1. On March 3, 2023, the plaintiff in the above-captioned case (the “Plaintiff”) filed an adversary complaint [Adv. Docket No. 1] with the United States Bankruptcy Court for the District of Delaware (the “Court”).
2. On June 23, 2023, the defendant in the above-captioned case (the “Defendant,” together with the Plaintiff, the “Parties”) filed *Eversheds Sutherland (US) LLP’s Answer, Affirmative Defenses and Counterclaim to Complaint to Avoid and Recover Transfers Pursuant to 11 U.S.C. §§ 544, 547, 548 and 550* [Adv. Docket No. 4].
3. On February 13, 2024, this Court approved a Scheduling Order [Adv. Docket No. 8] (the “Scheduling Order”) setting various deadlines related to discovery and case management.

¹ The Debtor’s current mailing address is c/o Medley LLC Liquidating Trust, c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, DE 19701.



4. On July 15, 2024, this Court approved an order extending certain deadlines in the Scheduling Order [Adv. Docket No. 13].

5. On January 7, 2025, this Court approved an order extending certain deadlines in the Scheduling Order [Adv. Docket No. 20] (the “Revised Scheduling Order”)

6. The Parties have mutually agreed to further extend certain deadlines set forth in the Revised Scheduling Order. A stipulation (the “Stipulation”) reflecting the agreement of the Parties is attached to the proposed order (the “Order”) as Exhibit 1.

WHEREFORE, the Plaintiff respectfully requests that the Court enter the Order attached hereto as Exhibit A, approving the Stipulation.

Dated: March 21, 2025
Wilmington, Delaware

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: Medley LLC, Debtor.	Chapter 11 Case No. 21-10526 (KBO)
MEDLEY LLC LIQUIDATING TRUST, Plaintiff, v. EVERSHEDS SUTHERLAND (US) LLP, Defendant.	Adv. Proc. No. 23-50121 (KBO) Re: Adv. Docket No. _____

**ORDER APPROVING STIPULATION EXTENDING
CERTAIN DEADLINES IN SCHEDULING ORDER**

This Court, having considered the Stipulation Extending Scheduling Order Deadlines (the "Stipulation"), attached hereto as **Exhibit 1**, between the above-captioned Plaintiff, Medley LLC Liquidating Trust, and the Defendant, Eversheds Sutherland (US) LLP, and the Court having determined that good and adequate cause exists for approval of the Stipulation; and the Court having determined that no further or additional notice of the Stipulation must be given; it is hereby: ORDERED that the Stipulation is APPROVED.

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: Medley LLC, ¹ Debtor.	Chapter 11 Case No. 21-10526 (KBO)
MEDLEY LLC LIQUIDATING TRUST, Plaintiff, v. EVERSHEDS SUTHERLAND (US) LLP, Defendant.	Adv. Proc. No. 23-50121 (KBO) Re: Docket No. 8

STIPULATION EXTENDING SCHEDULING ORDER DEADLINES

This stipulation (the “Stipulation”) is entered into by and between the Medley LLC Liquidating Trust (“Plaintiff”) and Eversheds Sutherland (US) LLP (“Defendant,” and together with Plaintiff, the “Parties”). The Parties, by and through their undersigned counsel, hereby stipulate and agree as follows:

RECITALS

WHEREAS, on March 3, 2023, Plaintiff filed its Complaint to Avoid and Recover Transfers Pursuant to 11 U.S.C. §§ 544, 547, 548, and 550 [ECF No. 1], in the above-captioned case (the “Complaint”);

WHEREAS, on June 23, 2023, Defendant filed its Answer, Affirmative Defenses and Counterclaim to the Complaint [ECF No. 4];

¹ The Debtor’s current mailing address is c/o Medley LLC Liquidating Trust, c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, DE 19701.

WHEREAS, on July 14, 2023, Plaintiff filed its Reply to Counterclaim [ECF No. 5];

WHEREAS, on February 12, 2024, Plaintiff, after conferring with Defendant, filed the Certification of Counsel Regarding Scheduling Order [ECF No. 7], submitting the proposed Scheduling Order [ECF No. 7-1] (the “Proposed Scheduling Order”) agreed to by the Parties;

WHEREAS, on February 13, 2024, the Court approved the Proposed Scheduling Order and entered the final Scheduling Order [ECF No. 8] (the “Scheduling Order”) setting various deadlines related to discovery and case management;

WHEREAS, paragraph 12 of the Scheduling Order provides that “[d]eadlines contained in this Scheduling Order may be extended by written agreement of the parties or upon written motion or stipulation for cause shown;”

WHEREAS, on June 12, 2024, the Parties agreed in writing to extend the deadlines in the Scheduling Order by thirty (30) days;

WHEREAS, on July 9, 2024, the Parties agreed in writing to extend the deadlines in the Scheduling Order by an additional thirty (30) days;

WHEREAS, on July 15, 2024, the Court entered the Stipulation Extending Scheduling Order Deadlines [ECF No. 13];

WHEREAS, on September 10, 2024, the Parties filed a Stipulation Regarding Appointment of Mediator Hon. Christopher S. Sontchi (Ret.) of Sontchi LLC (the “Mediator”) [ECF No. 14];

WHEREAS, on September 13, 2024, the Court entered the Order Assigning Adversary Proceeding to Mediation and Setting Mediation Deadlines [ECF No. 17];

WHEREAS, the Parties agreed to stay all case deadlines pending mediation and instead agreed to engage in limited discovery in aid of mediation;

WHEREAS, on October 28, 2024, the Parties attended the mediation before the Mediator but no settlement was achieved;

WHEREAS, on October 29, 2024, the Mediator filed a Completion of Mediation [ECF No. 18], the mediation was held and no settlement was achieved;

WHEREAS, on January 6, 2025, the Parties agreed in writing to extend the deadlines in the Scheduling Order;

WHEREAS, on January 7, 2025, the Court entered the Stipulation Extending Scheduling Order Deadlines [ECF No. 20];

WHEREAS, the Parties negotiated new case deadlines;

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED that:

1. The recitals set forth above are hereby incorporated in full and made a part of this Stipulation.
2. All document discovery shall be completed no later than May 30, 2025.
3. All fact depositions shall be completed no later than June 30, 2025.
4. Any expert report required pursuant to Fed. R. Civ. P. 26(a)(2)(B) shall be served by the party which bears the burden of proof for that issue no later than July 21, 2025. Any party's expert report intended to rebut any other expert report, shall be provided no later than August 11, 2025. All reports shall provide the information required by Fed.R.Civ.P. 26(a)(2)(B). All expert discovery, including any depositions of experts, shall be completed by no later than September 1, 2025.
5. All dispositive motions shall be filed and served no later than September 22, 2025, and shall be subject to Local Rule 7007-1.

6. The parties shall file, no later than three (3) business days prior to the date set for trial, their Joint Pretrial Memorandum approved by all counsel and shall contemporaneously deliver two (2) copies thereof to Judge Owens's Chambers.

7. As soon as is feasible after the close of all expert discovery, the Plaintiff shall contact the Court to schedule a final pretrial conference in accordance with Local Rule 7016-2(a).

8. The Plaintiff shall immediately notify Chambers upon the settlement, dismissal or other resolution of the Adversary Proceeding subject to this Scheduling Order and shall file with the Court appropriate evidence of such resolution as soon thereafter as is feasible. The Plaintiff shall immediately advise Chambers, in writing, of any occurrence or circumstance that the Plaintiff believes may suggest or necessitate the adjournment or other modification of the trial setting.

9. Nothing in this Stipulation shall be construed to prevent the Parties from agreeing to further extensions as appropriate.

10. This Stipulation may be executed in counterparts, and a facsimile or photocopy of this Stipulation, and the signatures hereto, shall have the same effect, and may be accepted with the same authority, as the original.

Dated: March 21, 2025

/s/ James S. Carr

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