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Proposed Counsel to the Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In re: CashCall, Inc., Debtor.	Case No. 26-03102-JBM11 Chapter 11 **APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING RETENTION AND EMPLOYMENT OF MANATT, PHELPS & PHILLIPS, LLP AS COUNSEL TO THE DEBTOR; AND (II) GRANTING RELATED RELIEF** [Declaration of Schuyler G. Carroll Filed Concurrently] Place: Courtroom 118 Name of Judge: Judge J. Barrett Marum

TO THE HONORABLE J. BARRETT MARUM, UNITED STATES BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, ALL CREDITORS, PARTIES IN INTEREST, AND PARTIES REQUESTING SPECIAL NOTICE:

1. CashCall, Inc. (the "**Debtor**"), as debtor and debtor-in-possession in the above-captioned bankruptcy case, hereby files this *Application for Entry of an Order (I) Authorizing and Approving the Appointment of Manatt, Phelps & Phillips, LLP as Counsel to the Debtor; and (II) Granting Related Relief*.

2. By this Application, the Debtor seeks entry of an Order substantially in the form attached hereto as **Exhibit A**, authorizing it to retain Manatt, Phelps & Phillips, LLP ("**Manatt**") as its bankruptcy counsel in this matter, and granting any other relief as the Court deems appropriate.

3. In support of the Application, the Debtor relies on the *Declaration of Leslie Gladstone in Support of the Debtor's Chapter 11 Petition and First Day Pleadings* (the "**Gladstone Declaration**," ECF No. 4), *Declaration of J. Paul Reddam in Support of the Debtor's Chapter 11 Petition and First Day Pleadings* (the "**Reddam Declaration**," ECF No. 3), the concurrently filed Declaration of Schuyler G. Carroll (the "**Carroll Declaration**"), and states as follows:

I. JURISDICTION AND VENUE

4. This Court has jurisdiction over this Application 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 pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested in the Application are 11 U.S.C. §§ 327(a) and 328(a), Rule 2014 of the Federal Rules of Bankruptcy Procedure, and the Southern District of California Local Bankruptcy Rule 2014-1.

II. BACKGROUND

A. General Background

6. On the July 20, 2026 (the "**Petition Date**") the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned case (the "**Chapter 11 Case**"). The Debtor continues to manage and operate its business as debtor-in-possession pursuant to

Bankruptcy Code §§ 1107 and 1108. An official committee of unsecured creditors has yet to be appointed in this Chapter 11 Case. Further, no trustee or examiner has been requested or appointed.

7. A detailed description of the Debtor and its business, the facts and circumstances leading up to the filing of the Debtor's Chapter 11 Case, and the facts supporting this Application are set forth in greater detail in the Gladstone Declaration and the Reddam Declaration.

B. Manatt's Qualifications, Services, Compensation, and Disinterestedness

1. *Qualifications*

8. Manatt is a national professional services firm with offices in major cities across the country, including San Diego, Los Angeles, and New York. The Debtor has selected Manatt as its counsel because of Manatt attorneys' extensive experience and knowledge in the fields of debtors' and creditors' rights, business reorganizations, and its expertise, experience, and knowledge practicing before bankruptcy courts.

9. Attorneys at Manatt have served as counsel to debtors, trustees, creditors' committees, creditors, and various other parties in interest in numerous bankruptcy proceedings in multiple jurisdictions across the country.

10. Schuyler G. Carroll, the partner leading Manatt's representation of the Debtor in this Chapter 11 Case, has extensive experience representing a wide array of clients, including debtors, secured and unsecured creditors, creditor committees, in Chapter 11, 15, and 7 proceedings. Mr. Carroll has acted as lead counsel for numerous debtors and creditors committee in cases throughout the country, including *Magellan Aerospace, Middletown, Inc.*, *Cold Spring Acquisition, LLC, Ittella International, LLC, Rocking M Media LLC, Absolut Facilities Management, LLP*, *240 Church Street Operating Company II, LLC*, *Manhattan Imaging Associates P.C.*, *Impath Inc.*, *Mohawk Valley Nursing Home, Inc.*, *Sound Imaging Corporation*, *Dexterity Surgical Inc.*, *the Albert Lindley Lee Memorial Hospital, Advance Science Technologies, Inc.*, *AlphaStar Insurance Group Limited*, *Ideal Accents, Inc.*, *Worldspace Corp.*, *Cherny Properties, Inc.*, *Lake Diamond Associates, LLC*, *Liberty Village Associates Limited Partnership*, *World Cable, Inc.*, *40 West 55 LLC*, *J.F.K. Acquisition Group*, *Far Hills, Inc.*, *Bricolage Capital, LLC*, and *Travel Services Inc.* A true and correct copy of Mr. Carroll's professional biography is attached hereto as **Exhibit B.**

11. Moreover, attorneys at Manatt represented the Debtor in various litigation matters, including the San Mateo Case and the Fraudulent Transfer Case (as those terms are defined in the Reddam Declaration), and therefore have extensive experience with the Debtor's business, operations, assets, and the circumstances leading to this Chapter 11 Case.

12. Accordingly, Manatt has the necessary capabilities and expertise to serve as counsel for the Debtor and effectively handle the various legal issues that may arise in this Chapter 11 Case. Based on the foregoing, the Debtor believes that Manatt is both well qualified and able to represent it in a timely and efficient manner.

2. *Services*

13. The Debtor requests approval of the employment and retention of Manatt to render all services that are necessary or appropriate in this Chapter 11 Case, including but not limited to:

- advising the Debtor in connection with its rights, powers, and duties as debtor-in-possession;
- negotiating and preparing all necessary agreements, motions, and other documents in connection with debtor-in-possession financing and use of cash collateral;
- attending meetings and negotiating with representatives of creditors and other parties-in-interest;
- taking necessary action to protect and preserve the Debtor's estate, including prosecuting actions on behalf of the Debtor, defending any action commenced against the Debtor, and representing the Debtor's interests in negotiations concerning litigation in which the Debtor is involved, including but not limited to objections to claims filed against the estate;
- preparing all necessary motions, applications, answers, orders, reports, and papers in support of positions taken by the Debtor and necessary to the administration of the estate;
- negotiating and preparing a plan of reorganization and all related documents;
- advising the Debtor in connection with any sale of assets and/or plan of reorganization;
- advising the Debtor on the engagement of professionals necessary to fulfilling their responsibilities and financial requirements and other documents required under the Bankruptcy Code;
- appearing before this Court and any appellate courts in connection with this Chapter 11 Case; and
- performing other necessary legal services and providing all other necessary legal advice to the Debtor in connection with this Chapter 11 Case.

14. It is necessary for the Debtor to employ attorneys to render the foregoing professional services. Manatt has expressed its desire and willingness to act in this case and to render the necessary professional services as attorneys for the Debtor.

3. *Compensation*

15. The Debtor, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any procedures or orders of the Court applicable to this chapter 11 case, proposes to compensate Manatt at its regular hourly rates for legal and non-legal personnel, and to reimburse Manatt for all reasonable and necessary expenses pursuant to the provisions of sections 330 and 331 of the Bankruptcy Code.

16. As set forth in the engagement agreement between the Debtor and Manatt, attached hereto as **Exhibit C** (the "**Engagement Agreement**"), however, Manatt has agreed to provide a 15% discount on all fees incurred in this Chapter 11 Case.

17. The hourly billing rates (before discount) to be charged by Manatt for services to be rendered to the Debtor in this chapter 11 case, which be the same hourly billing rates as charged to its other, non-bankruptcy clients, are as follows:

Partner	$1,205 - $2,015
Counsel	$1,045 - $1,970
Associates	$760 - $1,220
Staff Attorneys	$260 - $1,090
Paralegal/Specialist	$270 - $845
Consultants	$445 - $480

18. The names, positions and current (effective January 1, 2026) hourly rates (before discount) of the Manatt attorneys currently expected to have primary responsibility for providing services to the Debtor are as follows:

Schuyler G. Carroll, Partner	$1,775
Patrick L. DuBois, Associate	$1,170
Max Jacobs, Associate	$1,155

19. The hourly billing rates are set at a level designed to compensate Manatt fairly for the work of its attorneys and professionals and to cover fixed and routine expenses. The hourly billing rates vary with the experience and seniority of the individuals assigned.

20. The Debtor understands that Manatt is customarily reimbursed for all expenses incurred in connection with the representation of a client in a given matter, including, but not limited to, photocopying services, delivery charges, filing fees, postage, and computer research time. Manatt will maintain detailed records of actual and necessary costs and expenses incurred in connection with the services provided to the Debtor.

21. The hourly billing rates may change from time to time in accordance with Manatt's established billing practices and procedures to reflect economic and other conditions, and generally adjust in January of each year. Manatt will provide notice of any rate increases to the Debtor and the United States Trustee for the Southern District of California.

22. In the year prior to the Petition Date, Manatt received payments totaling $1,131,096.54. As of the Petition Date, Manatt holds $5,266.54 as a retainer. Manatt does not hold a prepetition claim against the Debtor.

4. *Disinterestedness*

23. To the best of the Debtor's knowledge, and as detailed in the Carroll Declaration, (i) Manatt is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (ii) Manatt does not hold or represent an interest adverse to the Debtor's estate with respect to matters on which Manatt is employed, and (iii) Manatt has no connection to the Debtor, its creditors, or any other party-in-interest, except as disclosed in the Carroll Declaration. The Debtor has been informed that Manatt will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise.

24. If any new relevant facts or relationships are discovered, Manatt will supplement its disclosure to the Court accordingly.

III. BASIS FOR RELIEF REQUESTED

25. Pursuant to Section 327(a) of the Bankruptcy Code, a debtor-in-possession may employ professional persons that do not hold or represent an interest adverse to the estate, and that are disinterested persons. 11 U.S.C. § 327(a).

26. Section 328(a) authorizes a debtor, with the Court's approval, to employ "a professional person under section 327 . . . 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).

27. The Debtor submits that, for all the reasons stated above and in the Carroll Declaration, the employment and retention of Manatt as counsel to the Debtor is warranted under sections 327(a) and 328(a) of the Bankruptcy Code. The Debtor seeks to engage Manatt as its counsel, and Manatt has indicated its willingness to render necessary professional services as counsel. Further, except as disclosed in the Carroll Declaration, Manatt does not represent any other entity in connection with this chapter 11 case other than the Debtor, is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, and does not represent or hold any interest adverse to the interests of the Debtor's estate with respect to the matters for which it is to be employed.

IV. NOTICE

28. Notice of this Application has been provided to: (i) the Office of the United States Trustee; (ii) the Debtor's secured creditors (there are none); (iii) any party whose interests are directly affected by this specific pleading; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (v) counsel for the proposed DIP Lender; (vi) the list of 20 largest unsecured creditors of the Debtor; and (vii) all governmental agencies having a regulatory or statutory interest in these cases. No other further notice need be provided.

V. NO PREVIOUS REQUEST

29. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

VI. CONCLUSION

30. WHEREFORE, the Debtor respectfully requests that the Court enter the proposed order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 4, 2026

By: _____
Leslie Gladstone, Chief Restructuring Officer

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Proposed Counsel to the Debtor and Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In re: CashCall, Inc., Debtor.	Case No. 26-03102-JBM11 Chapter 11 **DECLARATION OF SCHUYLER G. CARROLL** [Debtor's Application Filed Concurrently] Place: Courtroom 118 Name of Judge: Judge J. Barrett Marum

I, Schuyler G. Carroll, hereby declare under penalty of perjury:

1. I am an attorney admitted to practice to practice in the State of New York and the Bankruptcy Courts and District Courts for the Southern and Eastern Districts of New York, and a partner of the law firm Manatt Phelps & Phillips, LLP ("**Manatt**"), proposed counsel to CashCall, Inc. (the "**Debtor**"). My *pro hac vice* application with this Court is pending. I submit this declaration in support of the Debtor's *Application for Entry of an Order (I) Authorizing the Retention and Employment of Manatt Phelps & Phillips, LLP as Counsel to the Debtor; and (II) Granting Related Relief* (the "**Application**"). Unless otherwise stated, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Manatt's completion of further review, or as additional information regarding parties-in-interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

MANATT'S QUALIFICATIONS

2. Manatt is a national professional services firm with offices in major cities across the country, including San Diego, Los Angeles, and New York, with extensive experience and knowledge in the fields of debtors' and creditors' rights, business reorganizations, and its expertise, experience, and knowledge practicing before bankruptcy courts. Attorneys at Manatt have served as counsel to debtors, trustees, creditors' committees, creditors, and various other parties in interest in numerous bankruptcy proceedings in multiple jurisdictions across the country.

3. I am the partner leading Manatt's representation of the Debtor in this Chapter 11 Case. I have acted as lead counsel for numerous debtors and creditors committee in cases throughout the country, including *Magellan Aerospace, Middletown, Inc.*, *Cold Spring Acquisition, LLC, Ittella International, LLC, Rocking M Media LLC, Absolut Facilities Management, LLP*, *240 Church Street Operating Company II, LLC*, *Manhattan Imaging Associates P.C.*, *Impath Inc.*, *Mohawk Valley Nursing Home, Inc.*, *Sound Imaging Corporation*, *Dexterity Surgical Inc.*, *the Albert Lindley Lee Memorial Hospital, Advance Science Technologies, Inc.*, *AlphaStar Insurance Group Limited*, *Ideal Accents, Inc.*, *Worldspace Corp.*, *Cherny Properties, Inc.*, *Lake Diamond Associates, LLC*, *Liberty Village Associates Limited Partnership*, *World Cable, Inc.*, *40 West 55 LLC*, *J.F.K. Acquisition Group*, *Far Hills, Inc.*, *Bricolage Capital, LLC*,

and *Travel Services Inc.* A true and correct copy of my professional biography is attached to the Application as **Exhibit B**.

SERVICES TO BE PROVIDED

4. I have been advised by the Debtor that it wishes to obtain Court approval of the employment and retention of Manatt to render any services that are necessary or appropriate, including but not limited to:

- advising the Debtor in connection with its rights, powers, and duties as debtor-in-possession;
- negotiating and preparing all necessary agreements, motions, and other documents in connection with debtor-in-possession financing and use of cash collateral;
- attending meetings and negotiating with representatives of creditors and other parties-in-interest;
- taking necessary action to protect and preserve the Debtor's estate, including prosecuting actions on behalf of the Debtor, defending any action commenced against the Debtor, and representing the Debtor's interests in negotiations concerning litigation in which the Debtor is involved, including but not limited to objections to claims filed against the estate;
- preparing all necessary motions, applications, answers, orders, reports, and papers in support of positions taken by the Debtor and necessary to the administration of the estate;
- negotiating and preparing a plan of reorganization and all related documents;
- advising the Debtor in connection with any sale of assets and/or plan of reorganization;
- advising the Debtor on the engagement of professionals necessary to fulfilling their responsibilities and financial requirements and other documents required under the Bankruptcy Code;
- appearing before this Court and any appellate courts in connection with this Chapter 11 Case; and
- performing other necessary legal services and providing all other necessary legal advice to the Debtor in connection with this Chapter 11 Case.

PROFESSIONAL COMPENSATION

5. Manatt has agreed to receive compensation and reimbursement of expenses in accordance with its standard billing practices, except as set forth herein and subject to this Court's approval, pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any procedures or orders of the Court applicable to this chapter 11 case.

6. Manatt has agreed to provide a 15% discount on all fees incurred in this Chapter 11 case. The names, positions and current (effective January 1, 2026) hourly rates (before discount) of the Manatt attorneys currently expected to have primary responsibility for providing services to the Debtor are as follows:

Schuyler G. Carroll, Partner	$1,775
Patrick L. DuBois, Associate	$1,170
Max Jacobs, Associate	$1,155

7. The hourly billing rates (before discount) to be charged by Manatt for services to be rendered to the Debtor in this Chapter 11 case shall be the same hourly billing rates as charged to its other, non-bankruptcy clients.

8. In the year prior to the Petition Date, Manatt received payments totaling $1,131,096.54. As of the Petition Date, Manatt holds $5,266.54 as a retainer. Manatt does not hold a prepetition claim against the Debtor.

9. Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any procedures or orders of the Court applicable to this Chapter 11 case, Manatt has agreed to receive compensation at the hourly billing rates for legal and non-legal personnel and reimbursement for all reasonable and necessary expenses pursuant to the provisions of sections 330 and 331 of the Bankruptcy Code.

10. The hourly billing rates are set at a level designed to compensate Manatt fairly for the work of its attorneys and professionals and to cover fixed and routine expenses. The hourly billing rates vary with the experience and seniority of the individuals assigned.

11. The hourly billing rates may change from time to time in accordance with Manatt's established billing practices and procedures to reflect economic and other conditions, and generally adjust in January of each year. Manatt will provide notice of any rate increases to the Debtor and the United States Trustee for the Southern District of California.

12. Manatt, subject to orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the guidelines promulgated by the U.S. Trustee, as applicable, shall seek reimbursement of its expenses incurred in connection with its representation of the Debtor in accordance with Manatt's standard reimbursement policies. Manatt's disbursement policies pass through all out-of-pocket expenses at actual cost or an estimated actual cost when the actual cost is difficult to determine. Other reimbursable expenses (whether the service is performed by Manatt in-house or through a third-party vendor) include, but are not limited to, facsimiles, overtime meals, deliveries, court costs, transcript fees, travel, and clerk fees.

13. No promises have been received by Manatt, or any partner, counsel, or associate thereof, as to payment or compensation in connection with this chapter 11 case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and such other procedures that have been or may be fixed by order of this Court. Manatt has no agreement with any other entity to share with such entity any compensation received by Manatt or by such entity.

MANATT'S DISINTERESTEDNESS

14. Based on a search conducted by Manatt, to the best of my knowledge, neither Manatt, nor any partner, including myself, counsel, or associate, has any connection with the Debtor. In addition to the foregoing, through diligent inquiry, I have ascertained no connection, as such term is used in section 101(14) of the Bankruptcy Code and Bankruptcy Rule 2014(a), between Manatt and (i) the Office of the U.S. Trustee or any person employed by the Office of the U.S. Trustee, (ii) any attorneys, accountants, or financial consultants in this chapter 11 case, (iii) any claimants or other parties-in-interest in this chapter 11 case, or (iv) any judges of this Court, except as disclosed in Annex 1. None of the representations disclosed in Annex 1 relate to the Debtor or this Chapter 11 case. I know of no other connection of Manatt to the Debtor or any other party in interest in this chapter 11 case.

15. As part of its practice, Manatt appears in cases, proceedings, and transactions involving many different creditors, shareholders, attorneys, accountants, financial consultants, investment bankers, and other entities, some of which may be or may represent claimants and parties-in-interest in this chapter 11 case. Manatt does not represent any such entity in connection with this chapter 11 case or have a relationship with any such entity or professionals that would imperil its disinterestedness.

16. If Manatt discovers additional information that requires disclosure, Manatt will file a supplemental disclosure statement with the Court.

17. Based upon the above, I believe that Manatt is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and that Manatt, its partners, counsel, and associates are not creditors, equity security holders, or insiders of the Debtor, and do not hold any interest adverse to the interests of Debtor's estate; are not and were not within two years before commencement of this chapter 11 case, managers or employees of the Debtor or other parties-in-interest; and do not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or this chapter 11 case, or for any other reason.

CONCLUSION

18. The Application requests approval of the Debtor's retention of Manatt at a 15% discount on Manatt's normal hourly rates in effect at that time the services are rendered in accordance with Manatt's normal reimbursement policies, subject to any modifications to such policies that Manatt may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the U.S. Trustee Guidelines, as applicable. Subject to these terms and conditions, Manatt intends to apply, pursuant to sections 330 and 331 of the Bankruptcy Code, for allowances of compensation for professional services rendered in this chapter 11 case and for reimbursement of actual and necessary expenses incurred in connection therewith in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the U.S. Trustee Guidelines, as applicable.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on August 5, 2026.

/s/ Schuyler G. Carroll
Schuyler G. Carroll

ANNEX 1

MATCHED ENTITY	RELATIONSHIP TO DEBTORS	RELATIONSHIP TO MANATT	AFFILIATE NAME
Illinois Attorney General; Illinois Department of Revenue	Attorneys General with Regulatory Interest in Debtor	Adverse Party; Affiliates are Adverse Parties	Illinois Housing and Development Authority; Illinois Healthcare Department of Healthcare and Family Services; Illinois Department of Financial & Professional Regulators; State of Illinois; Illinois Department of Transportation; Illinois Housing and Development Authority; Bi-State Development Agency (Missouri/Illinois)
Utah Attorney General; Utah State Tax Commission	Attorneys General with Regulatory Interest in Debtor	Adverse Party; Affiliates are Adverse Parties	Utah Division of Consumer Protection of the Department of Commerce; The University of Utah
New Mexico Attorney General; New Mexico Taxation and Revenue	Attorneys General with Regulatory Interest in Debtor	Adverse Party; Affiliates are Adverse Parties	University of New Mexico; New Mexico Spaceport Authority; New Mexico Health Care Authority
Ohio Attorney General; Ohio Department of Taxation	Attorneys General with Regulatory Interest in Debtor	Adverse Party; Affiliates are Adverse Parties	State of Ohio; Ohio Department of Health, Bureau of Maternal, Child and Family Health, Early Childhood Home Visiting; Northeast Ohio Medical University Foundation; Ohio State University [alias: OHIO STATE UNIVERSITY (CR INTERFERER IN PATENT ACTIO)]
South Carolina Attorney General; South Carolina Department of Revenue	Attorneys General with Regulatory Interest in Debtor	Adverse Party; Affiliates are Adverse Parties	State of South Carolina; South Carolina Department of Health and Environmental Control; South Carolina Department of Parks, Recreation & Tourism
Mississippi Attorney General; Mississippi Department of Revenue	Attorneys General with Regulatory Interest in Debtor	Client	The University of Mississippi Medical Center
Oregon Attorney General; Oregon Department of Justice	Attorneys General with Regulatory Interest in Debtor	Client; Adverse Party	Oregon Health & Science University; Oregon Health Authority; State of Oregon; State of Oregon, Division of Financial Regulation; State of Oregon Department of Justice, Civil Enforcement Division; State of Oregon Department of Justice
J. Paul Reddam	Sole Shareholder of Debtor	Former Client	
Texas Attorney General; Texas Comptroller	Attorneys General with Regulatory Interest in Debtor	Client; Affiliates are Clients	University of Texas Southwestern Medical Center; State of Texas
North Carolina Attorney General; North Carolina Department of Revenue	Attorneys General with Regulatory Interest in Debtor	Client; Adverse Party	North Carolina Department of Health and Human Services; State of North Carolina
IRS - Insolvency Division	Creditors	Adverse Party	Internal Revenue Service; IRS - Criminal Investigation
U.S. Securities and Exchange Commission	Creditors	Adverse Party	United States Securities & Exchange Commission; SEC Enforcement; Securities and Exchange Commission Office of Compliance, Inspections and Examinations
California Attorney General; California Franchise Tax Board; California Department of Tax	Attorneys General with Regulatory Interest in Debtor	Adverse Party	California State Legislature; California State Board of Equalization; State of California Department of Conservation, Division of Oil, Gas, and Geothermal Resources; State of California Franchise Tax Board (FTB); California State Controller's Office; CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM; State of California, Department of Toxic Substances Control; State of California; The State of California, Dept. of Transportation; The People of the State of California; California Department of Tax and Fee Administration; California State Legislature; California Department of Justice; California Department of State Hospitals; Department of Real Estate for the State of California; State of California Bureau of Security Investigative Services (BSIS); California State Water Resources Control Board; State of California Labor Commission; California State Coastal Conservancy; California Department of Health Care Services; California Health & Human Services Agency; California State Transportation Agency; California State Assembly; California State Senate; State of California Bureau for Private Postsecondary Education; California State Governor's Office; California State Librarian
Trans Union, LLC	Creditors	Adverse Party	TransUnion Limited
Eduardo De La Torre	Creditors	Formerly Adverse Party	Eduardo De La Torre
Missouri Department of Revenue	Creditors	Adverse Party	Bi-State Development Agency (Missouri/Illinois)

Hartford Accident Company; Hartford Casualty Insurance; Hartford Fire Insurance	Creditors	Adverse Party	Hartford Insurance
Consumer Financial Protection Bureau	Creditors	Formerly Adverse Party	Consumer Financial Protection Bureau
Chief Judge Christopher B. Latham	Judge	A Manatt Partner has a long standing personal relationship and previously worked with Judge Latham	

EXHIBIT A

CSD 1001A [07/01/18]
Name, Address, Telephone No. & I.D. No.

MANATT, PHELPS & PHILLIPS, LLP
Schuyler G. Carroll (pro hac vice pending)
Patrick L. DuBois (SBN 350311)
7 Times Square
New York, NY 10036
Tel: (212) 790-4500
Email: scarroll@manatt.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re CashCall, Inc. Debtor.	BANKRUPTCY NO. 26-03102-JBM11 Date of Hearing: Time of Hearing: Name of Judge: Honorable J. Barrett Marum

ORDER ON

APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING RETENTION AND EMPLOYMENT OF MANATT, PHELPS & PHILLIPS, LLP AS COUNSEL TO THE DEBTOR; AND (II) GRANTING RELATED RELIEF

The court orders as set forth on the continuation pages attached and numbered 2 through 2 with exhibits, if any, for a total of 2 pages. Motion/Application Docket Entry No.__.

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DATED:

Judge, United States Bankruptcy Court

ORDER ON APPLICATION TO RETAIN COUNSEL
DEBTOR: Cash,Call, Inc. CASE NO: 26-03102-JBM11

The Court, having considered the Application for Entry of an Order (I) Authorizing and Approving the Appointment of Manatt, Phelps & Phillips, LLP ("Manatt") as Counsel to the Debtor; and (II) Granting Related Relief (the "Application") filed by CashCall, Inc. (“Debtor”), the Chapter 11 debtor and debtor in possession in the above-captioned Chapter 11 bankruptcy case, the files and records in this case, and the arguments presented at hearing (if any), and the Court having found that good and sufficient cause exists for granting the Application, and it appearing that the relief requested therein is in the best interest of the Debtor's estate, its creditors, and other parties in interest, and it appearing that notice of the Application was adequate and proper under the circumstances of this case and that no further or other notice need be given,

HEREBY ORDERS:

1. The Application is GRANTED as set forth herein. Capitalized terms not defined herein shall the meanings ascribed to them in the Application.

2. The Debtor is authorized to employ Manatt as its bankruptcy counsel in this Chapter 11 Case at the expense of the Debtor's estate on the terms set forth in the Application, effective as of the Petition Date.

3. No fees or costs will be paid to Manatt without prior authorization from the Court.

4. The terms and conditions of this Order shall be immediately effective upon entry of this Order.

5. The Debtor is authorized and directed to take all actions necessary to implement the relief granted in this Order.

6. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

END OF ORDER

EXHIBIT B

manatt

Schuyler G. Carroll

Professional Experience



Leading clients through complex bankruptcy proceedings and acting as a trusted adviser across various transactions and litigation-related matters, Schuyler Carroll helps develop strategic solutions for clients' most pressing restructuring needs.

Schuyler provides innovative solutions and litigation support to clients on bankruptcy, restructuring and transactional matters, focusing primarily on Chapter 11, 15 and 7 proceedings, in addition to distressed acquisitions and creditors' rights enforcement. He represents a wide range of clients—such as debtors, creditor committees, trade creditors, claims traders, indenture trustees, bondholders and secured and unsecured creditors—across the industries in which Manatt focuses, ranging from health care to real estate. He also regularly counsels on potential bankruptcy issues relating to other strategic transactions like investments, loans and mergers and acquisitions. Additionally, Schuyler has extensive experience in state and federal courts litigating for creditors' rights as well as navigating a wide range of related enforcement actions and fraud claims.

Partner

Bankruptcy

T 212.790.4521
E SCarroll@manatt.com

Education

- St. John's University School of Law, J.D., 1992
- Binghamton University, B.A., 1989

Experience

- Representing Skilled Nursing Facility in chapter 11 case, filed to facilitate 363 sale and transition of facility via appointment of Receiver, in Southern District of New York
- Represented Owner of numerous Manhattan properties in Chapter 11 Cases, resulting in consensual plan confirmation and global settlement of multi-party disputes
- Representing media company in connection with restructuring, necessitated by mass tort claims
- Representing Lender in investigation and litigation seeking recovery of funds misappropriated by founder, resulting in settlement with directors and officers
- Representing founder and former officer and director in connection with bankruptcy and defense of D&O litigation
- Representing defendant in avoidance and fraud actions pursued by seeking recovery of crypto
- Represented Owner & Operator of Skilled Nursing Facilities in Chapter 11 Cases, resulting in approved 363 sales and confirmed chapter 11 plan, in Eastern District of New York
- Representing acquiror of distressed hotel
- Representing company in connection with Assignment for the Benefit of Creditors

- Represented owners of NY Real Estate in connection with mortgage loan restructurings
- Representing Lender in connection with receivership of borrower
- Represented acquiror of food service business from Assignee for the Benefit of Creditors
- Representing Assignee for the Benefit of Creditors in connection with sale and wind down of 3d printing company
- Represented Assignee for the Benefit of Creditors in connection with sale and wind down of developer and manufacturer of EV charging stations
- Represented defendants in avoidance actions in various crypto related bankruptcies
- Represented health insurer in connection with acquisition of chain of healthcare providers through 363 sale in bankruptcy court in Southern District of Florida
- Represented health insurer in defending various litigation claims asserted by insolvency trustee
- Representing vendors in numerous chapter 11 cases, including various media, power, pharma, hospitals and other healthcare provider debtors
- Representing receiver in Canadian insolvency in connection with U.S. enforcement actions
- Represented large public hospital network in connection with restructuring, resulting in turnaround and completion of significant acquisition
- Representing public hospital in connection with potential restructuring
- Representing liquidating trustee in chapter 11 wind down of former plant-based food companies, Ittella International, New Mexico Food Distributors and Tattooed Chef, in Central District of California
- Representing liquidating trustee in chapter 11 wind down of former radio station operators, Rocking M Media, in District of Kansas, including in numerous appeals to the District Court and Tenth Circuit
- Represented liquidating trustee in chapter 11 wind down in Central District of California
- Representing litigation trustee in connection with numerous claims, including appeals pending in the Second Circuit
- Represented lender in connection with workout of loan to power plant operator
- Represented acquirors in several chapter 11 cases, including real estate, retail and life sciences companies
- Represented foreign insolvency trustee in connection with chapter 15 proceedings arising from multi-national litigation over ownership of assets

Honors & Awards

- AV Preeminent Professional Rating, *Martindale-Hubbell Law Directory*
- New York's Top Rated Lawyers, *The American Lawyer*, 2013

EXHIBIT C

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Schuyler Carroll
Manatt, Phelps & Phillips, LLP
Direct Dial: (212) 790-4521
SCarroll@manatt.com

June 30, 2026

CashCall, Inc.
Dan Baren, General Counsel
1 City Blvd West
Suite 1930
Orange, CA 92868

Re: Engagement for Legal Services

Dear Dan:

This letter describes the terms of our relationship. Manatt, Phelps & Phillips, LLP ("we" or "us") will represent and advise CashCall, Inc. ("you") in connection with chapter 11 bankruptcy matters. For purposes of this engagement, we will be representing you only and all duties and responsibilities created and imposed by this agreement shall be owed solely to you and we will not be deemed to represent the interests of any of your affiliates, subsidiaries, parent companies, joint ventures, officers, directors, shareholders, partners, principals, investors or employees (collectively, "Your Affiliates"), unless otherwise agreed to in writing. Accordingly, we will be free to represent other firm clients adverse to or involving Your Affiliates or their interests. Unless otherwise agreed in writing, the terms of this letter also will apply to any additional matters we agree to handle on your behalf or at your direction. If this agreement is acceptable to you, please sign and return the original to me, together with the retainer described below. The enclosed copy is for your files. In addition, please send a copy of the signed agreement to me by email as a .pdf attachment, or by facsimile at (310) 312-4224. When you sign this letter, it becomes a contract between you and us.

Rates. You agree to pay our fees for services, which are primarily determined by multiplying the number of hours we spend working on your matters by the applicable hourly rate for the professionals providing services to you. Our initial hourly rates under this engagement vary from $270 for the most junior legal assistant to $1,775 for the most senior professional likely to perform services for you. We will review these hourly rates annually, and any changes will normally become effective on January 1. I will be primarily responsible for representing you, and my initial hourly rate for this engagement (pre-discount) is $1,775. We will, however, continue to provide you a 15% discount. It may be necessary or desirable, from time to time, to utilize other professionals and personnel employed by or associated with us to perform the services you require. In addition to attorneys, the professionals whose services may be required in connection with our work on your behalf may include non-attorneys, such as consultants, advisors, litigation support specialists, paralegals and legal assistants.

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In addition to fees for services, you agree to pay all expenses incurred on your behalf and for certain in-house administrative services. Expenses such as court filing fees, filing and recording fees of other government agencies, fees and expenses of accountants or other experts retained on your behalf, and charges for transcripts, depositions, parking, and travel expenses generally will be billed at the actual cost incurred by us; however, you acknowledge your responsibility to pay the fees and expenses of such third parties, and we may require retainers in respect of such third party costs. You further agree that you will, at our request, contract directly with such third party vendors or otherwise agree to be responsible directly to them for the payment of their fees. Expenses such as document reproduction, on-line computerized research, long-distance telephone, telecopies and fax transmissions, mileage, word processing, staff overtime required to meet your imposed deadlines, and messenger services will be charged at our standard rate in effect at the time the expense is incurred.

Billing Practices. We submit bills on a monthly basis shortly after services are rendered so you will have a ready means of monitoring and controlling the expenses you are incurring. Our bills itemize the services performed by date, time required, and the professional performing the services. Payment is due within twenty (20) days of your receipt of the bill. Please note that we do not accept foreign checks. If in the course of our representation we anticipate a significant increase in the level of our activity on your behalf, we may bill you on a basis more frequent than monthly. If you believe the expenses are mounting too rapidly, please contact us immediately so we can discuss and evaluate your options. When we do not hear from you, we assume you approve of the overall level of activity on our part in this matter on your behalf

You understand that this engagement is not premised upon the availability of insurance coverage. Accordingly, without regard to whether any insurance coverage is available to you for this or any other matter we may handle on your behalf, you agree to pay our invoices directly when due, whereupon you are free to seek any reimbursement that may be available from your insurer(s). You further understand that we are not agreeing to be subject to any rates, terms or conditions that may be imposed by your insurer(s).

We understand that you may request that we submit our invoices electronically through a designated e-billing vendor. While we will endeavor to accommodate any such request, we cannot guarantee that we will be able to comply with all of the technical or other procedure requirements of your designated vendor. We will consider any such request on a case-by-case basis, and conversion to e-billing shall remain subject to our mutual agreement. In addition, please note our submission to e-billing procedures will not alter our current billing cycle as explained above.

Estimates. You may from time to time receive an estimate of the fees and expenses likely to be incurred by you in connection with the services we are providing. An estimate is not a fixed fee and does not constitute a commitment by us to perform services for that amount or an obligation by you to pay that amount. The fees and expenses required ultimately are a function

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of many conditions over which we have little or no control and may be more or less than any estimate. You will be responsible for the actual fees and expenses on the basis described in this agreement. Further, your obligation to pay such fees and expenses is not contingent upon successful completion of any project.

No Guarantee of Results. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Calendar Items. You understand that agreements entered into by you with third parties may require you to give notice, exercise your rights (e.g., options), or make other decisions within certain time periods (for example, granting an approval or consent). You understand and agree that we will not be responsible for monitoring those time periods, or any dates or calendar items, on your behalf.

Late Charges. Each month we send to clients who have amounts outstanding an Unpaid Statement notice listing all such amounts. A client will be assessed a late charge equal to one percent (1%) of the amount included on each notice that has been outstanding more than sixty (60) days. The amount of this late charge will be set forth on the notice. This late charge will be imposed each month on amounts that continue to be outstanding for more than sixty (60) days,

including unpaid late charges. Unless a payment applies to a particular invoice, payments are applied to statements that have been outstanding the longest period of time. The costs associated with late payments go beyond a mere cost of funds calculation and make it impracticable or extremely difficult to quantify the actual costs incurred in connection with late payments, and you and we agree that this late charge is presumed to be the cost of a payment that is not made on time. We also note that this late charge provision is not intended to provide our clients with a means of financing their bills, and instead we continue to expect and require prompt payment of our billing statements.

Termination of Engagement. Either of us can terminate this relationship at any time, but if we find it necessary to terminate the relationship, we will, of course, comply with our ethical obligations to protect your interests in the process of withdrawing. Upon termination of this engagement, you will remain responsible for the payment of all fees and expenses incurred on account of the representation. You also agree that we may apply to the court or other tribunal to withdraw as your counsel in such matter(s) and you hereby consent to such withdrawal and to cooperate fully and promptly in freeing us of any obligation to perform further work, including the execution and delivery of a substitution of attorney form. In addition, you agree to immediately advise the appropriate court or tribunal of replacement counsel.

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Client Files. At the conclusion of our engagement, upon your request, we will turn over documents in the file(s) for this matter to your custody. If you do not request the file, we will retain it for a period of at least seven (7) years after the matter has concluded. If you do not request delivery of the file before the end of the seven-year period, we will have no further obligation to retain the file and may, at our sole discretion, destroy the file without further notice to you.

Artificial Intelligence. We seek to leverage tools and technology wherever possible to streamline work, gain efficiencies, and improve the quality of our services to clients. This includes tools that incorporate AI and subsets of AI, like generative AI, natural language processing, and machine learning (e.g., Westlaw Precision, Microsoft tools). Accordingly, we may use targeted AI tools on your matters where they can aid in efficient and cost-effective service, consistent with our firm's protocols and applicable Rules of Professional Conduct. While AI tools used to host, process, and analyze data are not immune from security or quality compromises, each of our AI tools is examined and approved by our cyber security vendor risk management program.

Tax Reporting and Disclosure. Please be advised that certain federal and state tax laws and regulations may require us to provide information to tax authorities about advice rendered by us. If you have any questions about these requirements, an appropriate member of our tax practice will be pleased to discuss them with you.

Policy Regarding Sarbanes-Oxley Section 307. Please be advised that our firm has a policy regarding compliance with Section 307 of the Sarbanes-Oxley Act of 2002, SEC Release No. 33-8185, 17 CFR, Chapter II, Part 205. A copy of this policy is available for your review upon request.

California Consumer Privacy Act Notice. In order to provide the services for which you've engaged us, it may be necessary to collect personal information from you. The California Consumer Privacy Act ("CCPA") grants residents of the State of California certain privacy rights in their personal information. Please see our Privacy Notice at https://www.manatt.com/privacy-statement to review the type of information we may collect, the purpose for which we may use such information and further information about the privacy rights afforded by the CCPA.

Conflicts of Interest. As you know, lawyers are governed by ethical rules which, under certain circumstances, preclude their representation of clients with conflicting interests. We will not, without appropriate written consents, represent a new client, or an existing client in a new matter, if we determine there is a conflict of interest with any of our other existing or prior client matters. We have determined that we have no such conflicts at this time in this matter. However, we represent a large number and variety of clients across a wide array of industries and businesses. You acknowledge, therefore, that given the scope of our practice, it is possible

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that we may be asked to represent one or more of these other clients in matters that are potentially or actually adverse to you or your interests. It is impossible to know in advance whether, or in what way, such a conflict may arise, the specific identity of any client whose matter may be or become adverse to you or your interests, or the exact nature of any such adversity.

Accordingly, given the broad scope of our practice and the impossibility of foreseeing future conflicts that might arise in unrelated matters, we must obtain your informed written consent to a waiver of such conflicts before we can represent you. By executing this letter, you acknowledge and agree that:

(1) we may represent other clients adversely to you in transactions, negotiations, procurements, regulatory, legislative, advocacy and public policy matters that are not substantially related to any matter in which we represent you; and

(2) either currently or in the future, we may represent other clients in any matter to which you are not a party (including litigation, arbitration or other formal dispute resolution proceedings), so long as that matter is not substantially related to our representation of you, even if those other clients' interests in that matter are or are perceived to be adverse to your interests.

You hereby acknowledge and agree that you have no objection to our undertaking the representations described in this paragraph and you waive any conflict of interest that may arise or exist by virtue of any such adverse representation. You also agree that you will not seek to disqualify this law firm in any matter by virtue of any such adverse representation. Since we cannot predict the future, we cannot know the actual facts and circumstances that might arise in the future that will constitute a conflict or the reasonably foreseeable consequences of such adverse representation. However, the foreseeable consequence of signing this conflict waiver is that you are giving up any right you otherwise might have to insist that we withdraw from or not take on a matter for such other clients, and any right to disqualify us from that representation.

This consent and waiver does not permit us to use any confidential information obtained during the course of our representation of you in any matter. Furthermore, this consent and waiver does not extend to our representing another client in filing a lawsuit, arbitration or other formal dispute resolution proceeding against you, or defending another client in a lawsuit, arbitration or other formal dispute resolution proceeding brought by you.

Because you are being asked to waive potential or actual conflicts that may arise, we recommend that you consult with independent counsel of your choice before signing this agreement.

Dispute Resolution. New York Court Rules provide for arbitration or mediation of certain disputes concerning attorneys' fees for legal services. In the event a dispute arises

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between us concerning fees, we will provide you with information about the fee dispute resolution program sponsored by the New York State Bar.

Retainer. We acknowledge the receipt of the sum of $250,000 with us as a retainer toward payment of fees and expenses incurred in connection with the legal services we are providing. A receipt for the retainer is attached. We may require additional retainers in the future in the event the scope of services we are providing significantly increases or we are approaching trial. All retainers shall be deposited in our client trust account. After sending you each invoice, we will apply the retainer funds to our billed fees and expenses. At the conclusion of our engagement, any sums remaining in the firm's trust account on your behalf after payment of all fees and costs will be returned to you. However, if there are outstanding fees and expenses due us for any other matters we may handle on your behalf, by signing below you acknowledge and agree that we may apply such retainer balances against any fees and expenses owed to us.

Without limiting the foregoing, we may also require separate retainers in advance to defray charges of third parties engaged by us on your behalf (such as experts, consultants, engineers, litigation support services and foreign counsel), which separate retainers will be applied to pay such third party charges on a current basis. Except as otherwise agreed by you, any separate retainers so delivered by you in respect of such third party charges will be applied exclusively to that purpose and not to the payment of our legal fees.

Attorney's Lien. As security for the payment of the sums charged to you in connection with our representation, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant us a security interest in and lien upon any retainer funds that we may receive from you. In addition, as to any matters covered by this letter that involve litigation or threatened litigation, or any administrative or alternative dispute resolution proceeding, you hereby grant us a security interest in and a lien upon any sum or sums that may be recovered or received by you or on your behalf (or to which you are, or become, entitled to recover or receive) in connection with such litigation, threatened litigation or other proceeding, from any source or for any reason, including without limitation pursuant to any judgment, arbitration decision, settlement or insurance policy. You expressly authorize us to take appropriate action to perfect these security interests or liens, if necessary, and to resort to such security interests or liens to obtain partial or total satisfaction of any obligation or debt that you may have to us arising from this engagement. This lien or liens could delay payments to you or receipt by you of some or all of any recovery you may obtain as a result of our services, and/or the return of any amounts held in our trust account, until any dispute over the amounts to be paid to us is resolved. You should feel free to seek the advice of an independent lawyer of your choice about this lien provision and its consequences. By signing this agreement you acknowledge that you have been advised of the terms of this lien agreement and of your right to consult independent counsel and that you have been given a reasonable opportunity to seek such advice.

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Wire Transfer. You may remit the retainer, if one is required for this engagement, and any monthly payments to us via the wire transfer instructions as follows below. Please note that under no circumstances will we change our wire transfer instructions without our asking you to call me at my office phone number to confirm any such change. Please contact me immediately by telephone if you receive any communication regarding a change to wire transfer instructions.

Comerica Bank - California

601 S. Figueroa Street, Suite 1400

Los Angeles, CA 90017

Routing/ABA number: 121137522

For credit to the General Account of Manatt, Phelps & Phillips, LLP

Account number: 1890693698

Swift: MNBDUS33

Effective Date. This agreement will not take effect, and we will have no obligation to provide services to you, until you return a signed copy of this agreement, but the effective date of this agreement will be retroactive to the date we first provided legal services to you. Even if this agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction. No modification to this agreement will be effective unless it is in writing and signed by both of you and us. Facsimile signatures are as effective as original signatures.

Entire Agreement; Severability. This agreement embodies the entire agreement and understanding between the parties with respect to the matters addressed herein and supersedes all prior agreements and understandings relating to the subject matter hereof, including without limitation the Dispute Resolution provision set forth herein. Any guidelines or other terms and conditions that you provide in the future will not bind us except to the extent we specifically agree in a physically signed writing to comply with specified provisions of such guidelines or other terms and conditions that are not inconsistent with this letter in a new engagement letter or an amendment to this letter. You agree that any provision in any guidelines or other terms and conditions provided by you that are inconsistent with this Section will be disregarded and not be given any effect with respect to our engagement by you. Any acknowledgment or acceptance of any guidelines or similar requirements prepared by you required to access an e-billing system or submit a statement will not constitute an agreement in writing under the prior sentence or an amendment to this letter and automatically will be subject to this Section. In case any one or more of the provisions contained in this agreement or in any instrument contemplated hereby, or

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any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein, and any other application thereof shall not in any way be affected or impaired thereby.

Please confirm your agreement to the terms of this engagement letter by signing and returning this letter at your earliest opportunity. For your convenience, we have enclosed a self-addressed, stamped envelope, or you can return it to me by email as a .pdf attachment, or by fax at 310.312.4224.

We appreciate this opportunity to be of service to you.

Sincerely,

Schuyler Carroll
Manatt, Phelps & Phillips, LLP

We hereby agree to retain Manatt, Phelps & Phillips, LLP, on the terms described above.

CashCall, Inc.

By: _____
Dan Baren

Its: G.C.

Dated: 7-15-26

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RECEIPT #REQ96147

To ensure proper credit to your account, please reference the Invoice # on your payment.

Retainer amount received per engagement letter: $250,000

Received by Manatt, Phelps and Phillips, LLP

You may also remit monthly payments by wire transfer as follows:

Comerica Bank - California

601 S. Figueroa Street, Suite 1400

Los Angeles, CA 90017

Routing/ABA number: 121137522

For credit to the General Account of Manatt, Phelps & Phillips, LLP

Account number: 1890693698

Swift: MNBDUS33

Wire Description/Reference Notes: Receipt# REQ96147
