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*Special Counsel for Plaintiffs and Trustees,
David Birdsell, Anthony Mason,
Lothar Goernitz, and David Reaves*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA**

In re:

[TITAN SOLAR POWER] PM & M
ELECTRIC, INC.,

Debtor.

Chapter 7 Proceedings

Case No. 2:24-bk-04978-MCW

(Jointly Administered)

**TRUSTEES' MOTION: (1) TO
APPROVE SETTLEMENT,
PURSUANT TO BANKRUPTCY RULE
9019; AND (2) FOR PAYMENT OF
SPECIAL COUNSEL'S FEES AND
COSTS**

THIS FILING APPLIES TO:

- ☒ All Debtors
☐ Specified Debtors:

1 The Chapter 7 Trustees, David A. Birdsell, Anthony Mason, David M. Reaves, and
2 Lothar Goernitz (collectively, the “Trustees”), by and through their attorneys, hereby submit
3 their *Motion to Approve Settlement*, Pursuant to Bankruptcy Rule P. 9019 (“Motion”). This
4 Motion is supported by the accompanying Memorandum of Points and Authorities, the
5 *Settlement Agreement and Release* attached hereto as **Exhibit A** (“Settlement Agreement”), and
6 the entire record before the Court, all of which are incorporated herein by this reference.

7
8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 **Background Facts**

10 1. PM&M Electric, Inc., DBA Titan Solar (“PM&M”) and the various Titan State
11 Affiliates (the TSA, and together with PM&M, “Debtors”) filed their voluntary Chapter 7
12 bankruptcy petition on June 20, 2024 (“Petition Date”).

13
14 2. Mr. Birdsell, Mr. Mason, Mr. Reaves, and Mr. Goernitz were appointed the
15 Chapter 7 Trustees of the Debtor’s bankruptcy cases.¹

16 3. Prior to the Petition Date, the Trustees allege the Debtors’ Directors and Officers,
17 David Williamson, Kenneth Williams, Kyle Beddome, Heather Williamson, and Eric Jung
18 (collectively the “D&O Defendants”), committed serious breaches of fiduciary duty to Debtors,
19

20 ¹ David Birdsell is the Chapter 7 Trustee for PM & M Electric, Inc., DBA Titan Solar Power,
21 Titan Solar Power AZ, Inc., Titan Solar Power FL, Inc., Titan Solar Power ID, Inc., Titan Solar
22 Power IL, Inc., Titan Solar Power LA, Inc., Titan Solar Power MD, Inc., Titan Solar Power
23 MO, Inc., Titan Solar Power MS, Inc., Titan Solar Power NC, Inc., Titan Solar Power NM,
24 Inc., Titan Solar Power OH, Inc, Titan Solar Power TN, Inc., and Titan Solar Power WI, Inc.
25 Anthony Mason is the Chapter 7 Trustee for Titan Solar Power CA, Inc., Titan Solar Power
26 GA, Inc., Titan Solar Power NJ, Inc., and Titan Solar Power SC, Inc. David Reaves is the
Chapter 7 Trustee for Titan Solar Power CO, Inc., Titan Solar Power TX, Inc., Titan Solar
Power UT, Inc., Titan Solar VA, Inc, and Titan Electrical Services, Inc. Lothar Goernitz is the
Chapter 7 Trustee of Titan Solar Power NV, Inc. These bankruptcy estates are referred to
herein collectively as the “Estates”.

1 and with MINCK, LLC (“MINCK” and together with D&O Defendants, “Defendants”)
2 received numerous avoidable transfers within two years prior to the Petition Date.

3 4. Prior to the Petition Date, the Trustee alleges the D&O Defendant breached their
4 fiduciary duty by, among other things, failing to impose proper systems to manage Debtors
5 operations, resulting in millions in “defunds” from lending partner GoodLeap, LLC, failed to
6 enforce sales and marketing group insurance requirements, failed to comply with industry
7 regulations across multiple jurisdictions, failed to police fellow director and officer conduct
8 which created liability for Debtors, failed to timely review vital reports on Debtors’ severe
9 financial and internal reporting problems, and failed to ensure proper and timely installation of
10 solar systems to consumers which generated overwhelming legal and regulatory liability.
11

12 5. D&O Defendants dispute their liability for the D&O Claims and/or assert D&O
13 Defendants have valid defenses to the Trustees’ D&O claims and assertions.

14 6. Further, prior to the Petition Date, the Trustee alleges the Debtors transferred in
15 aggregate of \$97,473,686.72 to Defendants or their beneficially controlled entities, including
16 over \$31 Million in dividends to Defendants Kyle Beddome and David Williams.
17

18 7. The Trustee alleges the Transfers were made from property in which Debtor had
19 an interest.

20 8. The Trustee alleges certain Transfers were made within ninety (90) days prior to
21 the Petition Date.

22 9. The Trustee alleges certain other Transfers were made within two years days
23 prior to the Petition Date.
24

25 10. The Trustee alleges certain other Transfers were made within four years days
26 prior to the Petition Date.

1 11. The Trustees allege the Transfers were made while the Debtor was insolvent.

2 12. The Trustees allege that the Transfers left the Debtor with unreasonably small
3 capital to continue its operations.

4 13. The Trustees allege the Transfers are avoidable, pursuant to 11 U.S.C. §§ 547-
5 548.

6 14. Defendants dispute the Transfers are avoidable by the Trustees and/or assert
7 Defendants have valid defenses to the Trustees' claims and assertions.

8 15. On March 26, 2025, the Trustees filed a Complaint against Defendants asserting
9 claims for avoidance of fraudulent transfers, avoidance of preferential transfers, recovery of
10 property for the Estates, turnover and accounting, objections to proofs of claim (the "Transfer
11 Claims"), as well as breach of fiduciary duty, and unjust enrichment ("D&O Claims"). This
12 complaint initiated an adversary proceeding under case number 2:25-ap-00115-MCW (the
13 "Adversary").

14 16. On April 14, 2025, Defendants, through counsel, filed a Stipulation to Extend
15 their deadline to respond to the Complaint. Subsequently, on June 18, 2025, Plaintiffs filed a
16 Joint Motion requesting the Court assign the matter to mediation under the ADR program, and
17 on June 25, 2025, the Court entered an Order granting the Joint Motion and referring the matter
18 to mediation.

19 17. On July 8, 2025, the Court held a Pre-Mediation Status Hearing, and mediation
20 was scheduled for September 22–23, 2025.

21 18. On September 22–23, 2025, mediation was conducted before the Honorable
22 Daniel P. Collins. With the assistance of Judge Collins, the parties reached a settlement
23 acceptable to all parties.

1 19. On October 1, 2025, the Court entered minutes reflecting the mediation held on
2 September 22–23, 2025 and the agreement reached at that mediation.

3 20. The Trustees and Defendants have agreed to resolve the issues regarding the
4 Transfers under the terms set forth in the Settlement Agreement.
5

6 **GENERAL TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT²**

7 21. A fully executed copy of the Settlement Agreement is attached hereto as **Exhibit**
8 **A**, and contains the following terms and provisions.
9

10 22. **Settlement Amount.** Defendants shall pay \$5,000,000.00 (the “Settlement
11 Amount”) to the Trustees within thirty days following entry of the Approval Order. In order to
12 effectuate timely payment of the Settlement Amount, the Trustees shall provide adequate
13 payment instructions to Defendants, including any W-9 form(s) as required, on or before the
14 date of entry of the Approval Order.

15 23. **Method of Payment.** Payment shall be made in the form of check, or check(s), or
16 wire transfer(s), in the total amount of \$5,000,000.00, payable to “David A. Birdsell, Trustee”,
17 which shall be deposited in a separate, segregated trust account of the PM&M Electric, Inc.
18 DBA Titan Solar Bankruptcy Estate, which funds are to be held by Trustee Birdsell for the
19 benefit of all Trustee’s and their respective bankruptcy estates, pending further order of the
20 Court. Of this amount, it is anticipated that \$250,000.00 will be released from escrow to
21 Trustee Birdsell. It has been disclosed to the Trustees that Argonaut Insurance Company
22 (“Argonaut”) will pay \$2,750,000.00, Kyle Beddome will pay \$1,000,000.00, Heather
23 Williamson will pay \$500,000.00, and David Williamson will pay \$500,000.00 of the
24 Settlement Amount. Nevertheless, no Party shall receive a release unless and until the total
25

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² Defined terms in this section refer to those terms as defined in the Settlement Exhibit. *See generally* **Exhibit A**. If the terms set forth in this Motion differ from the Settlement Agreement, the Settlement Agreement controls.

1 Settlement Amount is timely paid. If the full Settlement Amount is not received within thirty
2 days of entry of the Approval Order (“Payment Default”), the Trustees shall promptly file a
3 notice of Payment Default (“Default Notice”) with the Bankruptcy Court and provide
4 Defendants ten days to cure the Payment Default. If the Payment Default is not cured pursuant
5 to the Default Notice, the Trustees, upon Bankruptcy Court approval and opportunity for
6 objections, shall return any funds paid by each Defendant, minus reasonable attorneys’ fees and
7 costs incurred due to the Payment Default, which fees and costs are subject to Bankruptcy
8 Court approval and shall be assessed only against the Defendant(s) found responsible for the
9 Payment Default.

10 **24. Special Counsel’s Fees.** From the Settlement Amount, the Trustees shall be
11 authorized to pay the firm of Rusing Lopez & Lizardi, PLLC (“Special Counsel”), as the
12 Trustee’s Special Counsel allowed fees in the collective sum of 40% of the Settlement Amount
13 (i.e., \$2,000,000.00), plus Special Counsel’s costs in the amount of \$11,983.26.³

14
15 **25. Administrative Claims.** Kyle Beddome, on behalf of certain of his entities
16 (collectively the “Administrative Claimants”) shall have allowed administrative claims in the
17 aggregate amount of \$500,000.00, which Trustee Birdsell and Trustee Mason are authorized to
18 pay from the appropriate Estate(s), within 30 days of receipt of the Settlement Amount. The
19 Trustees shall work together in good faith to properly apportion the Administrative Claimants’
20 claim(s) to the appropriate Estate(s).

21 **26. Mutual Global Releases.**

- 22
23 a. Upon timely receipt of the Settlement Amount and except for the rights and
24 obligations of the Parties arising out of this Agreement, the Trustees and
25

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³ Special Counsel’s fees and costs are subject to septate approval from the Bankruptcy Court and the Settlement Agreement is not contingent upon approval of Special Counsel’s fees and costs. Through this Motion, the Trustees separately request approval of Special Counsel fees of \$2,000,000.00 and costs of \$11,983.26.

1 Estates release, acquit, and forever discharge Defendants and the Non-Debtor
2 Entities as well as their respective members, principals, agents, directors,
3 owners, representatives, attorneys, Argonaut trustees, beneficiaries,
4 successors, assigns and affiliates from all claims, counterclaims, actions,
5 causes of action, suits, debts, obligations, demands, liabilities, injuries,
6 charges, expenses and damages of any kind and nature (including attorneys'
7 fees and costs), whether at law or in equity, whether based in tort, statute,
8 contract, common law or other theory of recovery, whether known or
9 unknown, asserted or unasserted, contingent or otherwise, and regardless of
10 the person asserting, which in whole or in part arise out of or relate to any
11 acts, events, omissions or transactions occurring on or prior to the date of
12 payment of the Settlement Amount, including but not limited to, all claims,
13 counterclaims, defenses or allegations which were raised or could have been
14 raised between the Parties in the Adversary and/or the Trustees' Claims (the
15 "Trustees' Released Claims"). Further, to the maximum extent permissible
16 under law and effective upon timely receipt of the Settlement Amount, the
17 Trustees release Argonaut of any and all liability arising from the proofs of
18 claim set forth in the Estates' claims register. This release shall not release
19 insurance company Sompo International Holdings Ltd ("Sompo"), Endurance
20 Assurance Corporation, or any subsidiaries or affiliates of the same.

- 21
- 22 b. Upon timely receipt of the Settlement Amount and except for the rights and
- 23 obligations of the Parties arising out of this Agreement, Defendants and the
- 24 Non-Debtor Entities release, acquit, and forever discharge the Trustees and
- 25 Estates as well as their respective members, principals, agents, directors,
- 26 owners, representatives, attorneys, trustees, beneficiaries, successors, assigns
and affiliates from all claims, counterclaims, actions, causes of action, suits,

1 debts, obligations, demands, liabilities, injuries, charges, expenses and
2 damages of any kind and nature (including attorneys' fees and costs), whether
3 at law or in equity, whether based in tort, statute, contract, common law or
4 other theory of recovery, whether known or unknown, asserted or unasserted,
5 contingent or otherwise, and regardless of the person asserting, which in
6 whole or in part arise out of or relate to any acts, events, omissions or
7 transactions occurring on or prior to the date of payment of the Settlement
8 Amount, including but not limited to, all claims, counterclaims, defenses or
9 allegations which were raised or could have been raised between the Parties in
10 the Adversary and/or the Trustees' Claims (the "Defendants Released Claims")
11 and together with the Trustees Released Claims, the "Released Claims"). For
12 avoidance of doubt, Mr. Beddome's administrative claim set forth in
13 Paragraph 5 herein is not released, and the Defendants and Non-Debtor
14 Entities are not releasing claims between and among themselves.

- 15 c. Each Party covenants and agrees that he/she/it will not bring any lawsuit,
16 arbitration or other legal proceeding of any kind against any other Party
17 relating to any of the Released Claims.
- 18 d. The Parties acknowledge and agree that the mutual releases set forth in the
19 Agreement are general releases relating to the Released Claims. The Parties
20 expressly waive and assume the risk of any and all claims for damages or
21 other relief which exist as of the date of payment of the Settlement Amount,
22 but of which the Parties do not know or suspect to exist, whether through
23 ignorance, oversight, error, negligence, or otherwise, and which, if known,
24 would materially affect a Party's decision to enter into this Agreement.
25
26

1 e. The Parties voluntarily waive the benefits of any provisions of the law of
2 Arizona or the laws of any other state, of the United States or of any other
3 country, jurisdiction or government entity which provide that a general release
4 does not extend to claims that the Party does not know of or expect to exist in
5 the Party's favor at the time of executing the release, which, if known to the
6 Party, may have materially affected the settlement. It is the intention of the
7 Parties to forever discharge and release all known and unknown claims,
8 whether legal, equitable or mixed, within the scope of the mutual releases set
9 forth in this Paragraph 6. In furtherance of such intention, each Party
10 acknowledges that he/she/it has been informed by his/her/its attorneys and
11 advisors of, and that he/she/it is familiar with Section 1542 of the California
12 Civil Code which provides as follows: A general release does not extend to
13 claims that the creditor or releasing party does not know or suspect to exist in
14 his or her favor at the time of executing the release and that, if known by him
15 or her, would have materially affected his or her settlement with the debtor or
16 released party.

17 f. For avoidance of doubt, the Parties waive and relinquish all rights and benefits
18 conferred by Section 1542 of the California Civil Code, by any laws of any
19 state or territory of the United States, by any laws of the United States, and by
20 any principle of common law that provides that a release does not extend to
21 claims that a party does not know of or expect to exist in the party's favor at
22 the time of executing the release.

23 g. The Parties acknowledge and agree that the releases set forth in this Paragraph
24 6 do not apply to any action that a Party may bring for breach of or to enforce
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26

1 the terms of this Agreement or to acts, events, omissions or transactions
2 occurring after the date of payment of the Settlement Amount.

3 27. **Distributions.** The Settlement Amount shall be held in a separate, segregated
4 PM&M Trust Account by Trustee Birdsell, pending further order from the Bankruptcy Court.
5

6 28. **Cooperation.** The Defendants agree to fully and reasonably cooperate with the
7 Trustees so that the Trustees may fulfill their duties, pursuant to 11 U.S.C. § 704.

8 29. **Court Approval.** This Agreement is subject to Bankruptcy Court approval,
9 pursuant to Bankruptcy Rule 9019. Within ten days of the execution of this Agreement by the
10 Parties, the Trustees shall file a motion in the Bankruptcy Court (the “Settlement Motion”)
11 requesting entry of the Approval Order. The Parties agree to support the Settlement Motion and
12 use their best efforts to obtain entry of the Approval Order. If the Settlement Motion is not
13 approved, this Agreement shall be null and void, and the Parties shall be deemed to be in the
14 same position as they were in prior to the mediation and settlement between and among them,
15 as if this Agreement did not occur.
16

17 30. **No Assignment or Transfer of Claims.** Each Party represents and warrants that
18 they are the rightful owner of, and have not encumbered, assigned, or transferred, nor will they
19 in the future attempt to encumber, assign, or transfer, any claim for relief or cause of action
20 described herein, except as expressly provided for in this Agreement.

21 31. **No Violation of By-laws, Covenants, or Restrictions.** Each Party warrants and
22 represents that the Party’s execution of this Agreement is not in violation of any by-law,
23 covenants, and/or other restrictions placed upon them by their respective entities.

24 32. **Further Assurances.** The Parties shall perform such acts, execute and deliver
25 such instruments and documents, and do all such other things as may be reasonably necessary
26 to accomplish the agreements and releases contemplated in this Agreement.

1 33. **Governing Law and Venue.** This Agreement shall be construed and enforced in
2 accordance with the laws of the State of Arizona (without regard to principles of conflict of
3 laws) and federal bankruptcy law. Any action to enforce this Agreement must be brought in the
4 Bankruptcy Court.

5 34. **Entire Agreement.** This Agreement constitutes the final agreement of the Parties
6 and is the complete and exclusive statement of their agreement on the matters contained herein.
7 All prior and contemporaneous negotiations and agreements involving the Parties with respect
8 to the matters contained herein are superseded upon entry of the Approval Order.

9
10 35. **Interpretation.** The headings in this Agreement are purely for convenience and
11 are not to be used as an aid in interpreting its terms. The Parties agree that they participated
12 equally in drafting and negotiating the terms of this Agreement and that this Agreement shall
13 not be construed against any Party as the author or drafter of the Agreement.

14 36. **Modification.** No modification of this Agreement shall be binding unless in
15 writing and signed by each of the Parties hereto and approved by the Bankruptcy Court.

16
17 37. **Enforcement.** Nothing in this Agreement shall be construed as, or constitute, a
18 release of any Party's right to enforce the terms of this Agreement.

19 38. **Successors and Assigns.** This Agreement is binding upon, and shall inure to the
20 benefit of, the respective successors and permitted assigns of each of the Parties.

21 39. **Counterparts and Copies.** This Agreement may be executed by the Parties in
22 counterparts, each of which shall be deemed an original, but all of which together shall
23 constitute one and the same instrument. Facsimile, electronic signatures, and signature pages
24 sent by email shall be binding as though they are original signatures.
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1 40. **Counsel.** Each of the Parties has had the opportunity to consult with counsel of
2 their choosing and has done so, and this Agreement is made without coercion or duress or the
3 promise of any consideration other than as specifically set forth herein.

4 41. **Severability.** In the event that any covenant, condition or other provision
5 contained in this Agreement is held to be invalid, void or illegal by any court of competent
6 jurisdiction, the same shall be deemed severable from the remainder of this Agreement and
7 shall in no way affect, impair or invalidate any other covenant, condition or other provision
8 contained herein, so long as such severance does not materially affect the consideration given
9 or received herein or the general intent hereof. If such condition, covenant or other provision
10 shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision
11 shall be deemed valid to the extent that the scope or breadth is permitted by law.

12 42. **Waiver.** No breach of any provision herein can be waived unless in writing.
13 Waiver of any one breach of any provision hereof shall not be deemed to be waiver of any
14 other breach of the same or the other provision hereof.

15 43. **Disputes Concerning the Agreement.** If any action is brought relating to this
16 Agreement, the prevailing Party or Parties shall be entitled to receive from the non-prevailing
17 Party or Parties all reasonable expenses, including but not limited to, reasonable attorneys' fees
18 and costs, in addition to any other relief to which the successful Party may be entitled
19 (excluding the Plaintiffs). Any costs and attorneys' fees shall be assessed by the Bankruptcy
20 Court and not by a jury and shall be included in any judgment obtained by the prevailing Party.
21 Notwithstanding the foregoing, attorney fees and costs may not be assessed against the
22 Plaintiffs or their respective Estates.

23 44. **Notices.** All notices, consents, waivers, and other communications required or
24 permitted by this Agreement shall be in writing and will be deemed given to a Party when sent
25 by email to the following email addresses ("Notice"). In addition, a hard copy of each Notice
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1 shall be sent by United States mail in each case to the following address and marked to the
2 attention of the Person (by name or title) designated below, but the failure to mail such Notice
3 shall not affect the timing or validity of a Notice that has been properly emailed. Each Party
4 may change the email and postal address of that Party by Notice to each other Party pursuant to
5 this Section. Notice shall be sent to:

6 If to Defendants:

7 Daniel G. Dowd
8 J. Neil Stuart
9 **COHEN DOWD QUIGLEY P.C.**
10 The Camelback Esplanade One
2425 East Camelback Road, Suite 1100
Phoenix, Arizona 85016
11 Email: ddowd@CDQLaw.com
12 Email: nstuart@CDQLaw.com

13 *And*

14 Nicholas Bauman
15 **ANDERSON CLARKSON BROWN PLLC**
16 11120 North Tatum Blvd., Suite, 101, Phoenix, Arizona 85028
17 Email: nbauman@acblawgroup.com

18 If to the Trustees:

19 Jonathan M. Saffer
20 Theodore P. Witthoft
21 Daniel B. Bernardone
Alexander J. Relich
22 **RUSING LOPEZ & LIZARDI, P.L.L.C.**
23 7047 E. Greenway Parkway, Suite 400
Scottsdale, Arizona 85254
24 Email: jsaffer@rllaz.com
25 Email: twitthoft@rllaz.com
26 Email: dbernardone@rllaz.com
Email: arelich@rllaz.com

1 50. In order to develop these potential claims, RLL attorneys took the actions set
2 forth herein to identify claims, develop them into legally viable theories of recovery, review
3 appropriate evidence, pursue third-party discovery, draft a complaint, and arrange for and
4 successfully represent the Trustees at mediation which resulted in a favorable settlement for the
5 Estates.

6 51. Special Counsel's role began immediately following their appointment as counsel
7 for Trustee Birdsell. RLL attorneys met with Mr. Birdsell to discuss case issues, and receive an
8 initial perspective on potential issues to investigate, and formulated a preliminary list of claims
9 to examine.

10 52. RLL attorneys identified these potential claims, and began investigating insurance
11 aspects to identify covered claims which would enable RLL to seek insurance proceeds for the
12 Estates. This analysis was vital to ensure that Trustees' claims were not just legally sound, but
13 recoverable and worth pursuing.

14 53. Upon identifying Argonaut as a relevant insurer of the D&O Defendants, RLL
15 Attorneys began a dialogue with Argonaut, obtaining certified copies of relevant insurance
16 policies, and conducting an analysis. RLL attorneys with insurance expertise were brought onto
17 the special counsel team specifically for this purpose, in order to provide insight into coverage
18 issues, claim structure, and analysis of the policy period to preserve Trustee claims.

19 54. Having received a basic framework of potential claims and insurance coverage,
20 RLL next needed to locate relevant documents and information which would contain evidence
21 to substantiate Special Counsel's list of potential claims.

22 55. RLL coordinated with Trustees' general counsel and former Debtor employees to
23 locate such documents and information among the remaining assets and physical locations of
24 the Estates.
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1 56. These documents included the email accounts of the D&O Defendants
2 (containing nearly 500,000 emails), hundreds of gigabytes of data from server racks, and other
3 Electronically Stored Information (“ESI”).

4 57. These initial documents also involved file cabinets worth of physical documents
5 stored in former Debtor warehouses. Cataloging and collecting this material involved numerous
6 trips from RLL attorneys to on-site facilities to evaluate these documents. Extensive legal
7 research was also conducted to understand the full scope of the Trustees’ requirements to keep
8 and maintain these physical documents in order to preserve Trustee claims in litigation and
9 avoid compromising the claims via a spoliation defense.

10 58. Special Counsel also had to navigate tremendous ESI issues in order to access
11 relevant Debtor computer systems. Special Counsel worked with third-party technology
12 consultants in order to obtain access to Titan Solar’s Netsuite account, containing terabytes
13 worth of transactional data vital to evaluating Transfer Claims and conducting a solvency
14 analysis. Similar investigation was necessary to obtain other cloud accounts with financial data.
15 Obtaining access to Netsuite and other cloud accounts and receiving usable information from
16 them took months of weekly meetings between Special Counsel and technology vendors to
17 obtain and preserve relevant evidence.

18 59. Having obtained and preserved evidence, Special Counsel then proceeded with
19 necessary review to sift through the mountain of potentially relevant data into an actionable
20 collection of evidence which supported the Trustees claims.

21 60. In or around October, 2024, having collected significant volume of D&O
22 Defendants email communications and ESI, RLL attorneys began their review of documents to
23 support the Trustees’ potential claims.
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1 61. Review proceeded in two equally important parallel routes. The first route was to
2 evaluate textual evidence (email communications, notes, legal documents, etc.) to outline D&O
3 Claims. The second route was the evaluation of financial information (bank statements,
4 Netsuite data, cloud accounts, and financial records) to evaluate Transfer Claims. These issues
5 often overlapped one another and required cross analysis to support a thorough evaluation of
6 potential D&O and Transfer Claims.

7 62. Given the breadth of potential claims which the Trustees were considering at the
8 time, this parallel analysis, and development of mastery of the evidence in both type of claims,
9 spending significant time reviewing evidence was vital to properly explore Trustees' potential
10 claims and maximize recovery of the Estates.

11 63. RLL performed this analysis and evaluation of the available evidence via a
12 variety of methods, including keyword searches, syntax searches, and manual review of hard
13 copy documents. Document review for this matter was unusually labor intensive given the scale
14 of files which RLL attorneys had to evaluate, and the lack of coherent organization given the
15 fact that such files were primarily procured from the Debtor's former properties in the chaotic
16 aftermath of the bankruptcy and associated liquidations.

17 64. Following this initial wave of investigations into the evidence which was
18 immediately available from the Estates' sources physically and electronically, it became clear
19 that the Debtor entities were involved in a complex web of financial transactions both amongst
20 themselves, with the Defendants, and with third-party non-debtor entities controlled by the
21 Defendants. This increased the complexity of the financial analysis needed to bring Transfer
22 Claims.

23 65. Initial document review from Estate sources also made clear the necessity of
24 pursuing third-party discovery via Rule 2004 exams. These Rule 2004 exams were necessary to
25 obtain financial records, especially bank statements, which were not maintained by the Debtors.
26

1 To facilitate this discovery, Special Counsel pursued 2004 exams against Chase Bank,
2 GoodLeap, LLC, and Clifton Larson Allen, among others. The 2004 exams in total generated
3 tens-of-thousands of pages of additional documentation which required review.

4 66. All this document review revealed multiple correspondence, and the facts as set
5 forth in the complaint (Adv. ECF No. 1) which laid out breaches of fiduciary duty supporting
6 the D&O Claims. Such document review also laid a credible foundation to support the Transfer
7 Claims, and established a framework for a forensic accountant to perform a more detailed
8 evaluation.

9
10 67. Having identified evidence of breaches by the D&O Defendants, and having
11 identified salient coverage under the Argonaut policy, Special Counsel proceeded to analyze
12 relevant law to determine Trustees' noticing obligations to Argonaut and Defendants, and then
13 drafted policy limits demands to the Defendants and Argonaut. This involved research on
14 relevant insurance law, as well as significant drafting to produce thorough letters to fully
15 inform Defendants and Argonaut as to the status of the investigation and the available evidence
16 already arrayed against them. Ultimately, Special Counsel would draft nearly a dozen demand
17 and notice of claim letters in the months preceding, and immediately following, the adversary
18 complaint.

19 68. Following this exhaustive document review and research into available and
20 supportable claims Special counsel had obtained a list of crucial documents supporting a
21 number of theories, and began drafting a complaint. The complaint, with ten separate causes of
22 action, totaled 52 pages and was supported by 10 exhibits of financial data. The complaint took
23 significant effort on the part of special counsel to produce, given the multiple defendants,
24 multiple theories of recovery, and the significant factual timeline Special Counsel needed to
25 recount for the Court, stretching from the beginning of Titan Solar's expansion in 2017 through
26 its ultimate demise in 2024.

1 69. Special Counsel filed the complaint on March 26, 2025. *See* Adv. ECF No. 1.
2 Immediately following the filing, Special Counsel began negotiations with the Defendants to
3 seek a mediation. Special Counsel took this course of action, with the Trustees' consent, based
4 on their analysis of the Argonaut policy and its depleting limits nature. Special Counsel
5 performed this analysis to maximize the recovery for the Estates.

6 70. Defendants agreed to mediate, and following mediation being set, Special
7 Counsel engaged in continued document review and analysis to strengthen claims and shore up
8 each allegation in the complaint to present at mediation.

9
10 71. Additional documents reviewed included a substantial volume of documents
11 turned over to Special Counsel by Defendant Kyle Beddome in response to the Transfer
12 Claims, reports and financial statements analyzed by Special Counsels forensic accountants,
13 and further information obtained from Rule 2004 exams.

14 72. Following the agreement to mediate and protocols set by Judge Daniel P. Collins,
15 Special Counsel went to work to draft two more extensive presentations of Trustees' case to
16 date. The first was a public mediation brief, again nearly 50 pages and supported by 52
17 exhibits. This mediation brief contained the most critical documents retrieved and provided a
18 compelling factual narrative for the mediator to press Defendants, and their insurers, to settle
19 Trustees claims on terms favorable to the Estates. Special Counsel also prepared an equally
20 long confidential brief analyzing strengths and weaknesses of the Trustees case and other
21 confidential matters. While all of this was ongoing, document review and negotiation with
22 Defendants and Argonaut continued.

23
24 73. Following production of the mediation briefing, Special Counsel provided
25 analysis to the Trustees of the Defendants' mediation briefing, and then successfully negotiated
26 a comprehensive settlement and mutual release following a two-day mediation before Judge
Collins.

74. On this record, Special Counsel requests the Court grant the requested fees and costs.

LEGAL ARGUMENT

75. Rule 9019(a) of the Federal Rules of Bankruptcy Procedure provides that, after notice and a hearing, the court may approve a compromise or settlement. In evaluating a compromise or settlement, the Ninth Circuit requires that this Court consider the following: (a) the probability of success in the pending litigation; (b) difficulties of collection; (c) the complexity of the litigation; (d) the expense, inconvenience and delay of the litigation; and (e) the best interests of creditors. *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988). See also *In re Schmitt*, 215 B.R. 417, 420 (9th Cir. B.A.P. 1997) (the bankruptcy court's decision to approve a settlement should not be overturned as an abuse of discretion unless it leads to a result that is "neither in the best interests of the estate nor fair and equitable for the creditors."); and *In re America West Airlines, Inc.*, 214 B.R. 382, 386 (Bankr.D.Ariz. 1997) ("the law favors compromise"). The Trustees, as the party proposing the compromise, have the burden of persuading the bankruptcy court that the compromise is fair and equitable and should be approved. *Martin v. Kane (In re A & C Props.)*, 784 F.2d 1377, 1381 (9th Cir. 1986) *citing In re Hallet*, 33 B.R. 564, 565-66 (Bankr.D.Me.1983).

76. Success on the merits. Trustees brought two broad categories of claims in the Adversary proceeding, the first category being for various breaches of fiduciary duty, the D&O Claims, and the second for fraudulent and preferential transfer claims against all Defendants, the Transfer Claims. Based on the evidence currently available to the Trustees, should the case go to trial, the Trustees are confident that they would prevail against the D&O Defendants on the D&O Claims. As set forth in their Complaint, Trustees have a wide variety of evidence demonstrating liability from the D&O Defendants, including admissions in meeting minutes of breaches of fiduciary duty, email correspondence reflecting self-dealing, and internal Debtor

1 reports detailing misconduct, among other corroborating evidence and emails too voluminous
2 to enumerate. See Adv. ECF No. 1. The evidence the Trustees have obtained seems to favor the
3 Trustees. However, there is no certainty that the Trustees would ultimately prevail, and the
4 Defendants have raised defenses that indicate that their actions were based upon professional
5 advice that was valid based upon the information available at the time of the alleged breaches
6 of fiduciary duties.

7 77. Trustees' claim regarding the Transfer Claims, however, is less certain. Trustees
8 have begun the process of assembling and analyzing Debtors' financial records. However,
9 simply assembling all of their records is a substantial, time consuming, and expensive task. The
10 same is true of pursuing expert financial analysis of those same documents. Preliminary
11 analysis confirms the Trustee's theory of the case on the transfer claims, but indicates the
12 transfer claims may be worth less than what was initially pursued. Additionally, for each
13 individual transaction Defendants may assert numerous defenses which can slow or make more
14 uncertain the pursuit of these claims, even if such defenses are found to be without merit.
15 Trustees have also examined a theory that certain transfers left Debtors with unreasonably
16 small capital under 11 U.S.C. § 548(a)(1)(B)(ii)(II), but this presents its own issue of proving
17 but-for causation for a transaction, which creates uncertainty of success on this theory of
18 recovery. Overall, the factor of success on the merits favors the present Settlement Agreement.

19
20 78. Difficulty of collection. On the D&O Claims, collection is complicated by the
21 nature of the insurance policy at issue. Trustees pursued these claims under the "Side A"
22 coverage of a Directors and Officers Liability insurance policy, issued by Argonaut Insurance
23 Company (the "Policy"). Unfortunately, this Policy is what is often called a depleting limits
24 policy—meaning that the costs to defend the insured (the D&O Defendants) of the Policy also
25 applies against the limits to pay a claim. The result of this is that the longer the Trustees litigate
26 the D&O Claims, the smaller the limits to pay out to the Trustees in a potential judgment.

1 Given that the Policy's limit is only \$3,000,000.00 (with \$250,000.00 already carved out to pay
2 Defendants defense costs to date) Trustees moving forward to win at trial would be a pyrrhic
3 victory at best, as this would almost surely extinguish all Policy proceeds through defense costs
4 by the time a final judgment is entered in Trustees favor for the D&O Claims.

5 79. Likewise, collectability is an issue on the Transfer Claims as well. Defendants
6 operated Debtors is a complex web of entities, including a wide variety of non-debtor entities.
7 Collection would likely entail a motion for substantive consolidation (all but certain to be
8 opposed by Defendants), and lengthy litigation to prove each transfer. Such exhaustive
9 litigation runs the risk of reducing the assets to be collected from Defendants. Trustees are
10 reasonably confident in some Defendants' ability to pay back transfers, but absent a detailed
11 investigation into assets post judgment, this is speculative. Thus, collectability favors the
12 current settlement agreement as it guarantees a substantial payment by Defendants.

13
14 80. Complexity of the litigation. This factor also leans heavily in favor of the present
15 Settlement Agreement. Litigation of the D&O Claims is expected to involve complex issues
16 addressing the legal nature of the fiduciary duties owed by each Defendant. This is complicated
17 by the fact that each D&O Defendant wore multiple "hats" at different times (officer, versus
18 director, versus shareholder), creating a kaleidoscope of duties and respective breaches. This
19 complicates litigating the D&O Claims as for each breach, Trustees must tie the breaching
20 conduct to the specific duties each D&O Defendant owed by virtue of their position at that
21 specific moment. This is a legally complex set of obligations which the Trustees must navigate
22 to succeed on each claim against each D&O Defendant.

23 81. The same complexity confounds an easy solution to the Transfer Claims. The
24 Trustees have identified numerous transactions to pursue. However, each transaction faces
25 multiple potential defenses. Navigating and defeating each defense for each transfer is an
26 extremely involved process. Thus, complexity favors the present Settlement Agreement.

1 82. Expense, inconvenience and delay of the litigation. This factor also favors the
2 current Settlement Agreement before the Trustees. As discussed above, this litigation is both
3 legally and factually complex. To properly pursue the Trustees' claims through to a successful
4 trial verdict, the Trustees must employ a team of multiple attorneys to litigate, along with
5 financial experts to wind their way through the voluminous records of debtors. The necessity of
6 financial experts substantially increases the cost of litigation. Current expert fees through
7 mediation have already reached \$131,449.00. Should the matter proceed to trial this amount
8 will increase several times the current amount owed. Furthermore, the Argonaut policy would
9 almost certainly be exhausted by the time a trial was concluded.

10 83. The longer the Trustees litigate, the longer the D&O Defendants have to expend
11 policy proceeds for the benefit of their defense. As the Policy's proceeds are a primary means
12 of recovery in the adversary. The expense and delay of litigating is counterproductive to the
13 Trustees' goal of maximizing recovery for creditors. Trustees have already encountered the
14 substantial expense of experts and a full litigation team to pursue such a complex claim. D&O
15 Defendants will be facing similar substantial expenses while burning through the very Policy
16 proceeds which Trustees hope to collect for the benefit of creditors. Therefore, expense and
17 delay significantly favor the Court approving the Settlement Agreement before such costs
18 deplete the Policy proceeds, especially as the present Agreement has secured Policy limits from
19 Argonaut.

20
21 84. Best interest of creditors. As set forth above, the Trustees face extensive factual
22 inquiry and complex litigation to see this case through to a successful trial outcome. While the
23 Trustees are confident that such an outcome is possible and indeed eventually likely, it is in the
24 best interest of creditors to settle this matter so that the Policy limits can be paid out as payment
25 from for the D&O Claims. While litigation through trial might, theoretically, lead to a larger
26 judgment on paper, without Policy proceeds the ability to collect a larger judgment than the

1 amount offered through the Settlement Agreement is purely speculative and creates a risk
2 creditors will receive nothing. The Settlement Agreement allows cash to flow into the Estates
3 and to reach creditors who have been harmed by Debtors' bankruptcies. Therefore, this factor
4 also strongly argues in favor of approval of the Settlement Agreement.

5 85. For all these reasons, the Trustees believe the Settlement Agreement meets the
6 Woodson factors and approval of the Settlement Agreement is in the best interests of the
7 Estates.

8 WHEREFORE, the Trustees respectfully request the Court approve this Motion and
9 approve the Settlement Agreement for the reasons set forth herein. Additionally, the Trustees
10 respectfully request the Court approve Special Counsel's fees in the amount of \$2,000,000.00
11 and costs in the amount of \$11,983.26.

12 Respectfully submitted this 16th day of October, 2025.

13 **RUSING LOPEZ & LIZARDI, P.L.L.C.**

14
15 /s/ Theodore P. Witthoft

16 Jonathan M. Saffer

17 Theodore P. Witthoft

18 Daniel B. Bernardone

19 Alexander J. Relich

20 *Special Counsel for Chapter 7 Trustees*

21 *David Birdsell, Anthony Mason, David Reaves,*
22 *and Lothar Goernitz*
23
24
25
26

1 COPIES of the foregoing were served via the Court's CM/ECF Notification System on all parties
2 that requested notice in this case with additional COPIES *e-mailed or mailed by U.S. Mail to
the following parties as indicated below:

3 BY EMAIL:

4 *Office of the U.S. Trustee
5 230 North First Avenue
6 Phoenix, AZ 85003
7 Larry.Watson@usdoj.gov
ustpreion14.px.ecf@usdoj.gov

8 *Molly J. Kjartanson
9 Snell & Wilmer L.L.P.
10 1 East Washington Suite 2700
Phoenix, AZ 85004
11 mkjartanson@swlaw.com
12 *Attorney for Debtors*

13 BY U.S. MAIL:

14 PM & M Electric, Inc. dba Titan Solar Power
15 Titan Solar Debtors
16 2222 E. Yeager Drive, Suite 100
Chandler, AZ 85286

17 Office of the U.S. Trustee
18 230 North First Avenue
19 Phoenix, AZ 85003

20 /s/ Rosalin Sanhadja
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Exhibit A

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the “**Agreement**”) is made and entered into effective as of October 15, 2025 (the “**Effective Date**”) by the plaintiffs and Chapter 7 trustees, David A. Birdsell (“**Trustee Birdsell**”), Anthony Mason (“**Trustee Mason**”), Lothar Goernitz¹, and David Reaves (collectively, the “**Plaintiffs**” or “**Trustees**”)², on the one hand, and Kenneth Williams, Heather Williamson, Eric Jung, Kara Jung, Kyle Beddome, Casie Beddome, David Williamson, MINCK, LLC, (collectively, the “**Defendants**”) and the “**Non-Debtor Entities**” on the other hand.³ The Trustees, Defendants, and the Non-Debtor Entities each may be referred to herein as a “**Party**” and together as the “**Parties**”.

RECITALS

WHEREAS, the Plaintiffs filed their Complaint (the “**Complaint**”) in the United States Bankruptcy Court, District of Arizona (“**Bankruptcy Court**”) against the Defendants initiating Adversary No. 2:25-ap-00115-MCW (the “**Adversary**”), wherein the Trustees, on behalf of their respective Estates, asserted various claims and causes of action against the Defendants (“**Trustees’ Claims**”).

¹ Lothar Goernitz is the Chapter 7 Trustee for the estate of Titan Solar Power NV, Inc. (“**Titan NV**”). The Titan NV Estate is not jointly administered under the PM & M Electric, Inc. matter, therefore Trustee Goernitz was not a plaintiff in the Adversary. Nonetheless, Trustee Goernitz is a settling party hereunder given the Titan NV interest in the Adversary.

² David Birdsell is the Chapter 7 Trustee for PM & M Electric, Inc., DBA Titan Solar Power, Titan Solar Power AZ, Inc., Titan Solar Power FL, Inc., Titan Solar Power ID, Inc., Titan Solar Power IL, Inc., Titan Solar Power LA, Inc., Titan Solar Power MD, Inc., Titan Solar Power MO, Inc., Titan Solar Power MS, Inc., Titan Solar Power NC, Inc., Titan Solar Power NM, Inc., Titan Solar Power OH, Inc., Titan Solar Power TN, Inc., and Titan Solar Power WI, Inc. Anthony Mason is the Chapter 7 Trustee for Titan Solar Power CA, Inc., Titan Solar Power GA, Inc., Titan Solar Power NJ, Inc., and Titan Solar Power SC, Inc. David Reaves is the Chapter 7 Trustee for Titan Solar Power CO, Inc., Titan Solar Power TX, Inc., Titan Solar Power UT, Inc., Titan Solar VA, Inc., and Titan Electrical Services, Inc. Lothar Goernitz is the Chapter 7 Trustee of Titan Solar Power NV, Inc. These bankruptcy estates are referred to herein collectively as the “**Estates**”.

³ The term “Non-Debtor Entities” refers collectively to Armstrong901, LLC, Baseline525, LLC, Baur 10452, LLC, Bircher3583, LLC, Carrier 1201 LLC, Constellation28318, LLC, Coosaw5081, LLC, Dellwood- 4737, LLC, Dillard219, LLC, Dividend4223, LLC, GilVista85298, LLC, Greenfield5, LLC, Kendall Holdings Inc., Kinetic Solutions LLC, Kyro Foundation, Jasmine 1200, LLC, Judah Ventures, LLC, Loganville2255, LLC, Market 3000, LLC, McQueen160, LLC, Nickel Capital, LLC, Oakland5001, LLC, Opportunity8124, LLC, Post3570, LLC, River3130, LLC, Shelby3325, LLC, Southern3315, LLC, Sunway210, LLC, Switzer8140, LLC, Taylor12511, LLC, Titus 317, LLC, Virginabeach3719, LLC, Williamsfield3263, LLC, Yuma4450, LLC, Zion Properties Inc., Zion 970, LLC, WSB Electric Inc., Bedson158, LLC, Bedson4060, LLC, Dillard170, LLC, Jeremiah923, LLC, Pavus Consulting, LLC, and TBWW, LLC.

WHEREAS, the Defendants deny any liability whatsoever under the Complaint, including, but not limited to, the Trustees' Claims;

WHEREAS, to avoid the continued costs, expenses and risks associated with litigation over the issues set forth in the Complaint, the Parties desire to fully and finally resolve any and all claims by and between the Parties, including, but not limited to, the Trustees' Claims;

WHEREAS, the Parties participated in a two-day Mediation on September 22-23, 2025 with the Honorable Daniel Collins serving as Mediator. At the Mediation, the Parties reached an agreement, which was placed on the record and confirmed by all Parties and their counsel before Judge Collins (the "**Mediation Agreement**"). The Mediation Agreement contemplates the completion of formal settlement documentation. This Agreement is intended to be, and is, the formal settlement documentation contemplated by the Mediation Agreement. As such, this Agreement is intended to be, and is, a mutual, complete and final compromise between the Parties and a complete and final resolution and settlement of all matters between and among the Parties. Upon entry of a final, non-appealable order from the Bankruptcy Court, approving this Agreement and no stay is in effect (the "**Approval Order**"), this Agreement supersedes the Mediation Agreement in its entirety.

NOW, THEREFORE, subject only to approval of this Agreement by the Bankruptcy Court, pursuant to Bankruptcy Rule 9019, and in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Parties confirm the accuracy of the Recitals above, all of which are incorporated herein as part of the Agreement of the Parties.

2. Settlement Amount. Defendants shall pay \$5,000,000.00 (the "**Settlement Amount**") to the Trustees within thirty days following entry of the Approval Order. In order to effectuate timely payment of the Settlement Amount, the Trustees shall provide adequate payment instructions to Defendants, including any W-9 form(s) as required, on or before the date of entry of the Approval Order.

3. **Method of Payment.** Payment shall be made in the form of check, or check(s), or wire transfer(s), in the total amount of \$5,000,000.00, payable to "David A. Birdsell, Trustee", which shall be deposited in a separate, segregated trust account of the PM&M Electric, Inc. DBA Titan Solar Bankruptcy Estate, which funds are to be held by Trustee Birdsell for the benefit of all Trustee's and their respective bankruptcy estates, pending further order of the Court. Of this amount, it is anticipated that \$250,000.00 will be released from escrow to Trustee Birdsell. It has been disclosed to the Trustees that Argonaut Insurance Company ("**Argonaut**") will pay \$2,750,000.00, Kyle Beddome and/or MINCK, LLC will pay \$1,000,000.00, Heather Williamson will pay \$500,000.00, and David Williamson will pay \$500,000.00 of the Settlement Amount. Nevertheless, no Party shall receive a release unless and until the total Settlement Amount is timely paid. If the full Settlement Amount is not received within thirty days of entry of the Approval Order ("**Payment Default**"), the Trustees shall promptly file a notice of Payment Default ("**Default Notice**") with the Bankruptcy Court and provide Defendants ten days to cure the Payment Default. If the Payment Default is not cured pursuant to the Default Notice, the Trustees, upon Bankruptcy Court approval and opportunity for objections, shall return any funds paid by each Defendant, minus reasonable attorneys' fees and costs incurred due to the Payment Default, which fees and costs are subject to Bankruptcy Court approval and shall be assessed only against the Defendant(s) found responsible for the Payment Default.

4. **Special Counsel's Fees.** From the Settlement Amount, the Trustees shall be authorized to pay the firm of Rusing Lopez & Lizardi, PLLC ("**Special Counsel**"), as the Trustee's Special Counsel allowed fees in the collective sum of 40% of the Settlement Amount (i.e., \$2,000,000.00), plus Special Counsel's costs in the amount of \$11,983.26, subject to Bankruptcy Court approval.

5. **Administrative Claims.** Kyle Beddome, on behalf of certain of his entities (collectively the "**Administrative Claimants**") shall have allowed administrative claims in the aggregate amount of \$500,000.00, which Trustee Birdsell and Trustee Mason are authorized to pay from the appropriate Estate(s), within 30 days of receipt of the Settlement Amount. The Trustees shall work together in good faith to properly apportion the Administrative Claimants' claim(s) to the appropriate Estate(s).

6. **Mutual Global Releases.**

a. Upon timely receipt of the Settlement Amount and except for the rights and obligations of the Parties arising out of this Agreement, the Trustees and Estates release, acquit, and forever discharge Defendants and the Non-Debtor Entities as well as their respective members, principals, agents, directors, owners, representatives, attorneys, Argonaut, trustees, beneficiaries, successors, assigns and affiliates from all claims, counterclaims, actions, causes of action, suits, debts, obligations, demands, liabilities, injuries, charges, expenses and damages of any kind and nature (including attorneys' fees and costs), whether at law or in equity, whether based in tort, statute, contract, common law or other theory of recovery, whether known or unknown, asserted or unasserted, contingent or otherwise, and regardless of the person asserting, which in whole or in part arise out of or relate to any acts, events, omissions or transactions occurring on or prior to the date of payment of the Settlement Amount, including but not limited to, all claims, counterclaims, defenses or allegations which were raised or could have been raised between the Parties in the Adversary and/or the Trustees' Claims (the "Trustees' Released Claims"). Further, to the maximum extent permissible under law and effective upon timely receipt of the Settlement Amount, the Trustees release Argonaut of any and all liability arising from the proofs of claim set forth in the Estates' claims register. This release shall not release insurance company Sampo International Holdings Ltd ("**Sampo**"), Endurance Assurance Corporation, or any subsidiaries or affiliates of the same.

b. Upon timely receipt of the Settlement Amount and except for the rights and obligations of the Parties arising out of this Agreement, Defendants and the Non-Debtor Entities release, acquit, and forever discharge the Trustees and Estates as well as their respective members, principals, agents, directors, owners, representatives, attorneys, trustees, beneficiaries, successors, assigns and affiliates from all claims, counterclaims, actions, causes of action, suits, debts, obligations, demands, liabilities, injuries, charges, expenses and damages of any kind and nature (including attorneys' fees and costs), whether at law or in equity, whether based in tort, statute, contract, common law or other theory of recovery, whether known or unknown, asserted or unasserted, contingent or otherwise, and regardless of the person asserting, which in whole or in part arise out of or relate to any acts, events, omissions or transactions occurring on or prior to the date of payment of the Settlement Amount, including but not limited to, all claims, counterclaims, defenses

or allegations which were raised or could have been raised between the Parties in the Adversary and/or the Trustees' Claims (the "Defendants Released Claims" and together with the Trustees Released Claims, the "Released Claims"). For avoidance of doubt, Mr. Beddome's administrative claim set forth in Paragraph 5 herein is not released, and the Defendants and Non-Debtor Entities are not releasing claims between and among themselves.

c. Each Party covenants and agrees that he/she/it will not bring any lawsuit, arbitration or other legal proceeding of any kind against any other Party relating to any of the Released Claims.

d. The Parties acknowledge and agree that the mutual releases set forth in the Agreement are general releases relating to the Released Claims. The Parties expressly waive and assume the risk of any and all claims for damages or other relief which exist as of the date of payment of the Settlement Amount, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect a Party's decision to enter into this Agreement.

e. The Parties voluntarily waive the benefits of any provisions of the law of Arizona or the laws of any other state, of the United States or of any other country, jurisdiction or government entity which provide that a general release does not extend to claims that the Party does not know of or expect to exist in the Party's favor at the time of executing the release, which, if known to the Party, may have materially affected the settlement. It is the intention of the Parties to forever discharge and release all known and unknown claims, whether legal, equitable or mixed, within the scope of the mutual releases set forth in this Paragraph 6. In furtherance of such intention, each Party acknowledges that he/she/it has been informed by his/her/its attorneys and advisors of, and that he/she/it is familiar with Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

For avoidance of doubt, the Parties waive and relinquish all rights and benefits conferred by Section 1542 of the California Civil Code, by any laws of any state or territory of the United States, by any laws of the United States, and by any principle of common law that provides that a release does not extend to claims that a party does not know of or expect to exist in the party's favor at the time of executing the release.

f. The Parties acknowledge and agree that the releases set forth in this Paragraph 6 do not apply to any action that a Party may bring for breach of or to enforce the terms of this Agreement or to acts, events, omissions or transactions occurring after the date of payment of the Settlement Amount.

7. Distributions. The Settlement Amount shall be held in a separate, segregated PM&M Trust Account by Trustee Birdsell, pending further order from the Bankruptcy Court.

8. Cooperation. The Defendants agree to fully and reasonably cooperate with the Trustees so that the Trustees may fulfill their duties, pursuant to 11 U.S.C. § 704.

9. Court Approval. This Agreement is subject to Bankruptcy Court approval, pursuant to Bankruptcy Rule 9019. Within ten days of the execution of this Agreement by the Parties, the Trustees shall file a motion in the Bankruptcy Court (the "**Settlement Motion**") requesting entry of the Approval Order. The Parties agree to support the Settlement Motion and use their best efforts to obtain entry of the Approval Order. If the Settlement Motion is not approved, this Agreement shall be null and void, and the Parties shall be deemed to be in the same position as they were in prior to the mediation and settlement between and among them, as if this Agreement did not occur.

10. No Assignment or Transfer of Claims. Each Party represents and warrants that they are the rightful owner of, and have not encumbered, assigned, or transferred, nor will they in the future attempt to encumber, assign, or transfer, any claim for relief or cause of action described herein, except as expressly provided for in this Agreement.

11. No Violation of By-laws, Covenants, or Restrictions. Each Party warrants and represents that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

12. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the agreements and releases contemplated in this Agreement.

13. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona (without regard to principles of conflict of laws) and federal bankruptcy law. Any action to enforce this Agreement must be brought in the Bankruptcy Court.

14. Entire Agreement. This Agreement constitutes the final agreement of the Parties and is the complete and exclusive statement of their agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements involving the Parties with respect to the matters contained herein are superseded upon entry of the Approval Order.

15. Interpretation. The headings in this Agreement are purely for convenience and are not to be used as an aid in interpreting its terms. The Parties agree that they participated equally in drafting and negotiating the terms of this Agreement and that this Agreement shall not be construed against any Party as the author or drafter of the Agreement.

16. Modification. No modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto and approved by the Bankruptcy Court.

17. Enforcement. Nothing in this Agreement shall be construed as, or constitute, a release of any Party's right to enforce the terms of this Agreement.

18. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of each of the Parties.

19. Counterparts and Copies. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic signatures, and signature pages sent by email shall be binding as though they are original signatures.

20. Counsel. Each of the Parties has had the opportunity to consult with counsel of their choosing and has done so, and this Agreement is made without

coercion or duress or the promise of any consideration other than as specifically set forth herein.

21. Severability. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, so long as such severance does not materially affect the consideration given or received herein or the general intent hereof. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent that the scope or breadth is permitted by law.

22. Waiver. No breach of any provision herein can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be waiver of any other breach of the same or the other provision hereof.

23. Notices. All notices, consents, waivers, and other communications required or permitted by this Agreement shall be in writing and will be deemed given to a Party when sent by email to the following email addresses ("**Notice**"). In addition, a hard copy of each Notice shall be sent by United States mail in each case to the following address and marked to the attention of the Person (by name or title) designated below, but the failure to mail such Notice shall not affect the timing or validity of a Notice that has been properly emailed. Each Party may change the email and postal address of that Party by Notice to each other Party pursuant to this Section. Notice shall be sent to:

If to Defendants:

Daniel G. Dowd
J. Neil Stuart
COHEN DOWD QUIGLEY P.C.
The Camelback Esplanade One
2425 East Camelback Road, Suite 1100
Phoenix, Arizona 85016
Email: ddowd@CDQLaw.com
Email: nstuart@CDQLaw.com

And

Nicholas Bauman

ANDERSON CLARKSON BROWN PLLC

11120 North Tatum Blvd., Suite, 101, Phoenix, Arizona 85028

Email: nbauman@acblawgroup.com

If to the Trustees:

Jonathan M. Saffer

Theodore P. Witthoft

Daniel B. Bernardone

Alexander J. Relich

RUSING LOPEZ & LIZARDI, P.L.L.C.

7047 E. Greenway Parkway, Suite 400

Scottsdale, Arizona 85254

Email: jsaffer@rllaz.com

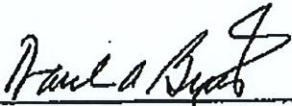
Email: twitthoft@rllaz.com

Email: dbernardone@rllaz.com

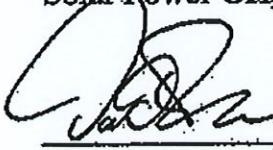
Email: arelich@rllaz.com

**EACH OF THE PARTIES CERTIFIES THAT HE/SHE/IT HAS READ ALL
OF THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO
EACH OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS.**

[Signature Page Follows]



David A. Birdsell, in his capacity as Ch. 7 Trustee for the bankruptcy estates of PM & M Electric, Inc., DBA Titan Solar Power, Titan Solar Power AZ, Inc., Titan Solar Power FL, Inc., Titan Solar Power ID, Inc., Titan Solar Power IL, Inc., Titan Solar Power LA, Inc., Titan Solar Power MD, Inc., Titan Solar Power MO, Inc., Titan Solar Power MS, Inc., Titan Solar Power NC, Inc., Titan Solar Power NM, Inc., Titan Solar Power OH, Inc., Titan Solar Power TN, Inc., and Titan Solar Power WI, Inc.

 , trustee

David Reaves, in his capacity as Ch. 7 Trustee of Titan Solar Power CO, Inc., Titan Solar Power TX, Inc., Titan Solar Power UT, Inc., Titan Solar Electric Services, Inc., and Titan Solar VA, Inc.

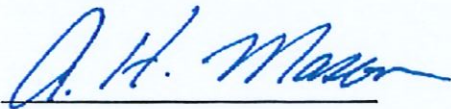
Anthony Mason, in his capacity as Ch. 7 Trustee of Titan Solar Power CA, Inc., Titan Solar Power GA, Inc., Titan Solar Power NJ, Inc., and Titan Solar Power SC, Inc.

Lothar Goernitz, in his capacity as Ch. 7 Trustee of Titan Solar Power NV, Inc.

MINCK, LLC, by its Authorized Representative Kyle Beddome

David A. Birdsell, in his capacity as Ch. 7 Trustee for the bankruptcy estates of PM & M Electric, Inc., DBA Titan Solar Power, Titan Solar Power AZ, Inc., Titan Solar Power FL, Inc., Titan Solar Power ID, Inc., Titan Solar Power IL, Inc., Titan Solar Power LA, Inc., Titan Solar Power MD, Inc., Titan Solar Power MO, Inc., Titan Solar Power MS, Inc., Titan Solar Power NC, Inc., Titan Solar Power NM, Inc., Titan Solar Power OH, Inc., Titan Solar Power TN, Inc., and Titan Solar Power WI, Inc.

David Reaves, in his capacity as Ch. 7 Trustee of Titan Solar Power CO, Inc., Titan Solar Power TX, Inc., Titan Solar Power UT, Inc., Titan Solar Electric Services, Inc., and Titan Solar VA, Inc.



Anthony Mason, in his capacity as Ch. 7 Trustee of Titan Solar Power CA, Inc., Titan Solar Power GA, Inc., Titan Solar Power NJ, Inc., and Titan Solar Power SC, Inc.

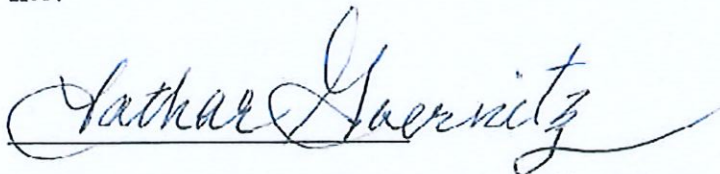
Lothar Goernitz, in his capacity as Ch. 7 Trustee of Titan Solar Power NV, Inc.

MINCK, LLC, by its Authorized Representative Kyle Beddome

David A. Birdsell, in his capacity as Ch. 7 Trustee for the bankruptcy estates of PM & M Electric, Inc., DBA Titan Solar Power, Titan Solar Power AZ, Inc., Titan Solar Power FL, Inc., Titan Solar Power ID, Inc., Titan Solar Power IL, Inc., Titan Solar Power LA, Inc., Titan Solar Power MD, Inc., Titan Solar Power MO, Inc., Titan Solar Power MS, Inc., Titan Solar Power NC, Inc., Titan Solar Power NM, Inc., Titan Solar Power OH, Inc., Titan Solar Power TN, Inc., and Titan Solar Power WI, Inc.

David Reaves, in his capacity as Ch. 7 Trustee of Titan Solar Power CO, Inc., Titan Solar Power TX, Inc., Titan Solar Power UT, Inc., Titan Solar Electric Services, Inc., and Titan Solar VA, Inc.

Anthony Mason, in his capacity as Ch. 7 Trustee of Titan Solar Power CA, Inc., Titan Solar Power GA, Inc., Titan Solar Power NJ, Inc., and Titan Solar Power SC, Inc.

A handwritten signature in blue ink, reading "Lothar Goernitz", with a stylized, flowing script.

Lothar Goernitz, in his capacity as Ch. 7 Trustee of Titan Solar Power NV, Inc.

MINCK, LLC, by its Authorized Representative Kyle Beddome

David A. Birdsell, in his capacity as Ch. 7 Trustee for the bankruptcy estates of PM & M Electric, Inc., DBA Titan Solar Power, Titan Solar Power AZ, Inc., Titan Solar Power FL, Inc., Titan Solar Power ID, Inc., Titan Solar Power IL, Inc., Titan Solar Power LA, Inc., Titan Solar Power MD, Inc., Titan Solar Power MO, Inc., Titan Solar Power MS, Inc., Titan Solar Power NC, Inc., Titan Solar Power NM, Inc., Titan Solar Power OH, Inc., Titan Solar Power TN, Inc., and Titan Solar Power WI, Inc.

David Reaves, in his capacity as Ch. 7 Trustee of Titan Solar Power CO, Inc., Titan Solar Power TX, Inc., Titan Solar Power UT, Inc., Titan Solar Electric Services, Inc., and Titan Solar VA, Inc.

Anthony Mason, in his capacity as Ch. 7 Trustee of Titan Solar Power CA, Inc., Titan Solar Power GA, Inc., Titan Solar Power NJ, Inc., and Titan Solar Power SC, Inc.

Lothar Goernitz, in his capacity as Ch. 7 Trustee of Titan Solar Power NV, Inc.



MINCK, LLC, by its Authorized Representative Kyle Beddome

Kyle Beddome, in his personal capacity and as Authorized Representative of the following Non-Debtor Entities:

Armstrong901, LLC, Baseline525, LLC, Baur 10452, LLC, Bedson158, LLC, Bedson4060, LLC, Birtcher3583, LLC, Carrier 1201 LLC, Constellation28318, LLC, Coosaw5081, LLC, Dellwood4737, LLC, Dillard170, LLC, Dillard219, LLC, Dividend4223, LLC, GilVista85298, LLC, Greenfield5, LLC, Kendall Holdings Inc., Kinetic Solutions LLC, Kyro Foundation, Jasmine 1200, LLC, Judah Ventures, LLC, Loganville2255, LLC, Market 3000, LLC, McQueen160, LLC, Nickel Capital, LLC, Oakland5001, LLC, Opportunity8124, LLC, Post3570, LLC, River3130, LLC, Shelby3325, LLC, Southern3315, LLC, Sunway210, LLC, Switzer8140, LLC, Taylor12511, LLC, Titus 317, LLC, Virginabeach3719, LLC, Williamsfield3263, LLC, Yuma4450, LLC, Zion Properties Inc., and Zion 970, LLC.

Casie Beddome, in her personal capacity



David Williamson, in his personal capacity and as Authorized Representative of the following Non-Debtor Entities:

Jeremiah923, LLC, Pavus Consulting, LLC, and TBWW, LLC.

Heather Williamson, in her personal capacity



Kyle Beddome, in his personal capacity and as Authorized Representative of the following Non-Debtor Entities:

Armstrong901, LLC, Baseline525, LLC, Baur 10452, LLC, Bedson158, LLC, Bedson4060, LLC, Birtcher3583, LLC, Carrier 1201 LLC, Constellation28318, LLC, Coosaw5081, LLC, Dellwood4737, LLC, Dillard170, LLC, Dillard219, LLC, Dividend4223, LLC, GilVista85298, LLC, Greenfield5, LLC, Kendall Holdings Inc., Kinetic Solutions LLC, Kyro Foundation, Jasmine 1200, LLC, Judah Ventures, LLC, Loganville2255, LLC, Market 3000, LLC, McQueen160, LLC, Nickel Capital, LLC, Oakland5001, LLC, Opportunity8124, LLC, Post3570, LLC, River3130, LLC, Shelby3325, LLC, Southern3315, LLC, Sunway210, LLC, Switzer8140, LLC, Taylor12511, LLC, Titus 317, LLC, Virginabeach3719, LLC, Williamsfield3263, LLC, Yuma4450, LLC, Zion Properties Inc., and Zion 970, LLC.



Casie Beddome, in her personal capacity

David Williamson, in his personal capacity and as Authorized Representative of the following Non-Debtor Entities:

Jeremiah923, LLC, Pavus Consulting, LLC, and TBWW, LLC.

Heather Williamson

Heather Williamson, in her personal capacity

Eric Jung

Eric Jung, in his personal capacity

Kara Jung

Kara Jung, in her personal capacity

KENNETH WILLIAMS

Kenneth Williams, in his personal capacity and as Authorized Representative of
WSB Electric, Inc.

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Exhibit B

Cost Report

Billed and Unbilled

Birdsell, David / Titan Solar (020517-018)

09/23/2025

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
07/31/2024		00143	Research	0048	0.00	275.89	0.00	275.89	West Payment Center	62692	3560	08/13/2024	Cleared	0	Unbilled
Research, West Payment Center, 7/31/2024, Invoice #850557031, Westlaw Research - July 2024															
08/31/2024		00143	Research	0048	0.00	91.57	0.00	91.57	West Payment Center	63040	33902	09/13/2024	Cleared	0	Unbilled
West Payment Center, 8/31/2024, Invoice #850680561, Westlaw Research - August 2024															
09/30/2024		00125	Other	0048	0.00	300.00	0.00	300.00	Nextpoint, Inc.	63674	30	12/10/2024		0	Unbilled
Nextpoint, Inc., 10/01/2024, Invoice #INV-31293, For E-discovery Data Usage - October 2024															
10/18/2024		00209	Postage	0005	0.00	8.85	0.00	8.85		0				0	Unbilled
Postage															
10/24/2024		00135	Filing Fee	0048	0.00	20.50	0.00	20.50	South Carolina Secretary of State	63717	36	12/10/2024		0	Unbilled
Filing Fee, South Carolina Secretary of State, 10/24/2024, For Business Filing Confirmation - 5081 Coosaw Creek Blvd, LLC															
10/24/2024		00125	Other	0048	0.00	20.00	0.00	20.00	Delaware Secretary of State	63718	36	11/20/2024		0	Unbilled
Delaware Secretary of State, 10/24/2024, Corporate Filings															
10/24/2024		00125	Other	0048	0.00	5.00	0.00	5.00	Maricopa County Recorder	63719	36	11/20/2024		0	Unbilled
Maricopa County Recorder, 10/24/2024, Invoice #1308259, Document Search															
10/25/2024		00125	Other	0048	0.00	5.00	0.00	5.00	Texas Secretary of State	63728	36	12/10/2024		0	Unbilled
Texas Secretary of State, 10/25/2024, Document Request															
10/31/2024		00143	Research	0048	0.00	675.10	0.00	675.10	West Payment Center	63932	3765	11/13/2024	Cleared	0	Unbilled
West Payment Center, 10/31/2024, Invoice #850978291, For West Research - October 2024															
11/01/2024		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	64140	31	01/23/2025		0	Unbilled
Nextpoint, Inc., 11/1/2024, Invoice #INV-31294, For E-discovery Data Usage - November 2024															
12/01/2024		00125	Other	0007	0.00	500.00	0.00	500.00	Nextpoint, Inc.	64813	32	02/24/2025		0	Unbilled
Nextpoint, Inc., 12/1/2024, Invoice #INV-31295, For E-Discovery Data Usage - December 2024															
12/31/2024		00143	Research	0048	0.00	1,284.20	0.00	1,284.20	West Payment Center	64853	34107	01/14/2025	Cleared	0	Unbilled
Research, West Payment Center, 12/31/2024, Invoice #851273861, Westlaw - December 2024															
01/01/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	65188	33	03/21/2025		0	Unbilled
Nextpoint, Inc., 1/1/2025, Invoice #INV-31296, For E-Discovery Data Usage - January 2025															
01/09/2025		00147	Service of Process	0048	0.00	75.00	0.00	75.00	Nationwide Legal Services, LLC	65041	34147	01/29/2025	Cleared	0	Unbilled
Service of Process, Nationwide Legal Services, LLC, 1/9/2025, Invoice #AZ365997, Service Upon Eric Jung															
01/09/2025		00147	Service of Process	0048	0.00	75.00	0.00	75.00	Nationwide Legal Services, LLC	65042	34148	01/29/2025	Cleared	0	Unbilled
Service of Process, Nationwide Legal Services, LLC, 1/9/2025, Invoice #AZ365997S, Service Upon Kyle Beddome															
01/09/2025		00147	Service of Process	0048	0.00	75.00	0.00	75.00	Nationwide Legal Services, LLC	65043	34149	01/29/2025	Cleared	0	Unbilled
Service of Process, Nationwide Legal Services, LLC, 1/9/2025, Invoice #AZ365997SS, Service Upon Kenneth Williams															

Cost Report

Billed and Unbilled

Birdsell, David / Titan Solar (020517-018)

09/23/2025

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
01/09/2025		00147	Service of Process	0048	0.00	75.00	0.00	75.00	Nationwide Legal Services, LLC	65044	34150	01/29/2025	Cleared	0	Unbilled
Service of Process, Nationwide Legal Services, LLC, 1/9/2025, Invoice #AZ365997SSS, Service Upon David Williamson															
01/10/2025		00125	Other	0048	0.00	42.00	0.00	42.00	Nationwide Legal Services, LLC	65045	34151	01/29/2025	Cleared	0	Unbilled
Nationwide Legal Services, LLC, 1/10/2025, Invoice #AZ366400, Maricopa County Superior Court Document Retrieval - Notice of Withdrawal as Attorney on Record for Respondent															
01/22/2025		00147	Service of Process	0048	0.00	75.00	0.00	75.00	Nationwide Legal Services, LLC	65238	34194	02/13/2025	Cleared	0	Unbilled
Service of Process, Nationwide Legal Services, LLC, 1/22/2025, Invoice #AZ365997SSSS, Skip Trace on Heather Williams															
01/31/2025		00143	Research	0048	0.00	831.70	0.00	831.70	West Payment Center	65234	34193	02/13/2025	Cleared	0	Unbilled
West Payment Center, Invoice #851414893, For WestLaw Legal Research - January 2025															
02/01/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	65684	34	04/17/2025		0	Unbilled
Nextpoint, Inc., 2/1/2025, Invoice #INV-31297, For E-Discovery Data Usage - February 2025															
02/28/2025		00125	Other	0048	0.00	173.01	0.00	173.01	West Payment Center	65620	34267	03/14/2025	Cleared	0	Unbilled
West Payment Center, 2/28/2025, Invoice #851558342, For Westlaw Research - February 2025															
03/26/2025		00135	Filing Fee	0048	0.00	350.00	0.00	350.00	Pay.gov.com	65959	84	04/17/2025		0	Unbilled
Filing Fee, Pay.gov.com, 3/26/2025, Arizona Bankruptcy Court Filing															
03/28/2025		00209	Postage	0001	0.00	3.43	0.00	3.43		0				0	Unbilled
Postage															
03/31/2025		00125	Other	0048	1.00	408.60	1.00	408.60		0				0	Unbilled
Document retrieval															
03/31/2025		00209	Postage	0048	0.00	40.18	0.00	40.18		0				0	Unbilled
Postage - 14 Service of Complaint & Summons Packages															
03/31/2025		00143	Research	0048	0.00	299.73	0.00	299.73	West Payment Center	66051	34362	04/09/2025	Cleared	0	Unbilled
West Payment Center, 3/31/2025, Invoice #851705045, Westlaw Research - March 2025															
03/31/2025		00147	Service of Process	0048	0.00	198.90	0.00	198.90	Nationwide Legal Services, LLC	66058	34369	04/09/2025	Cleared	0	Unbilled
Service of Process, Nationwide Legal Services, LLC, 3/31/2025, Invoice #AZ376241, Service Upon David Williamson															
03/31/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	66089	37	07/11/2025		0	Unbilled
Nextpoint, Inc., 3/31/2025, Invoice #INV-31298, For E-Discovery Data Usage - March 2025															
04/01/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	66691	35	05/20/2025		0	Unbilled
Nextpoint, Inc., 4/1/2025, Invoice #INV-37634, For E-Discovery Data Usage - April 2025															
04/30/2025		00143	Research	0048	0.00	160.20	0.00	160.20	West Payment Center	66485	34449	05/14/2025	Cleared	0	Unbilled
West Payment Center, 4/30/2025, Invoice #851853753, Westlaw Research - April 2025															
05/01/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	66694	36	06/24/2025		0	Unbilled
Nextpoint, Inc., 5/1/2025, Invoice #INV-37635, For E-Discovery Data Usage - May 2025															
05/31/2025		00143	Research	0048	0.00	298.25	0.00	298.25	West Payment Center	66878	34556	06/11/2025	Cleared	0	Unbilled
West Payment Center, 5/31/2025, Invoice #851999616, West Law Research - May 2025															

Cost Report

Billed and Unbilled

Birdsell, David / Titan Solar (020517-018)

09/23/2025

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
06/30/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	67260	38	08/18/2025		0	Unbilled
Nextpoint, Inc., 6/30/2025, Invoice #INV-37636, For E-Discovery Data Usage - June 2025															
06/30/2025		00143	Research	0048	0.00	417.83	0.00	417.83	West Payment Center	67310	34644	07/08/2025	Cleared	0	Unbilled
Research, West Payment Center, 6/30/2025, Invoice #852150108, Legal Research - June 2025															
07/30/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	67644	39	09/17/2025		0	Unbilled
Nextpoint, Inc., 7/30/2025, Invoice #INV-37637, For E-Discovery Data Usage - July 2025															
07/31/2025		00143	Research	0048	0.00	262.16	0.00	262.16	West Payment Center	67662	34698	08/13/2025	Cleared	0	Unbilled
West Payment Center, 7/31/2025, Invoice #852298463, Westlaw Research For July 2025															
08/01/2025		00125	Other	0048	0.00	500.00	0.00	500.00	Nextpoint, Inc.	67995	0			0	Unbilled
Nextpoint, Inc., 8/1/2025, Invoice #INV-37638, For E-Discovery Data Usage - August 2025															
08/28/2025		00125	Other	0048	0.00	108.00	0.00	108.00	Nationwide Legal Services, LLC	68100	34785	09/10/2025		0	Unbilled
Nationwide Legal Services, LLC, 8/28/2025, Invoice # AZ394689, Delivery From RL&L to Renee Bryant - Courtroom Deputy for Judge Daniel Collins Courtroom 603															
08/31/2025		00143	Research	0048	0.00	328.16	0.00	328.16	West Payment Center	68098	34783	09/10/2025		0	Unbilled
West Payment Center, 8/31/2025, Invoice #852441072, Westlaw Research - August 2025															
Report Totals:					1.00	11,983.26	1.00	11,983.26							