

**Exhibit 13**

EX PARTE MOTION OFFICE

APPROVED *sh*  
FOR THE PAYMENT  
OF MOTION FEE  
ONLY

At IAS Part 56 of the Supreme  
Court of the State of New York,  
held in and for the County of New  
York, at the Courthouse located at 71 Thomas  
~~600~~ ~~XXXX~~ Street, New York, NY, 10013  
~~X000X~~, on the 18th day of  
May, 2023.

PRESENT: Hon. JOHN J. KELLEY, J.S.C.

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In the Matter of the General Assignment for the  
Benefit of Creditors of:

HCHK TECHNOLOGIES, INC.,  
Assignor,

- to -

BRIAN HOFMEISTER,  
Assignee.

MS#1 - OTHER -  
LEAVE FOR ASSIGNEE  
TO POST BOND  
Index No. 510008/2023

**FILED**  
AND FEE PAID  
MAY 10 2023  
COUNTY CLERK'S OFFICE  
NEW YORK

-----X  
**ORDER TO SHOW CAUSE WHY AN ORDER SHOULD NOT BE ENTERED (I)  
COMMENCING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS FOR HCHK  
TECHNOLOGIES, INC.; (II) AUTHORIZING AND DIRECTING ASSIGNEE TO POST  
A BOND AND IMPLEMENT FURTHER SECURITY; (III) APPROVING THE  
RETENTION OF COLE SCHOTZ P.C., AS GENERAL COUNSEL *NUNC PRO TUNC*  
TO MARCH 22, 2023; (IV) APPROVING THE RETENTION OF MCMANIMON,  
SCOTLAND & BAUMANN, LLC, AS SPECIAL COUNSEL *NUNC PRO TUNC* TO  
APRIL 20, 2023; (V) APPROVING THE RETENTION OF DLA, LLC AS FINANCIAL  
ADVISOR *NUNC PRO TUNC* TO MAY 1, 2023; (VI) AUTHORIZING THE ASSIGNEE  
TO CONDUCT THE BUSINESS OF THE ASSIGNOR FOR A LIMITED PERIOD; AND  
(VIII) DIRECTING THE PROCEDURAL CONSOLIDATION AND JOINT  
ADMINISTRATION OF THIS PROCEEDING WITH CERTAIN  
AFFILIATED CASES UNDER A CONSOLIDATED CAPTION**

Upon the annexed affidavit and petition (the "Application"), sworn to on May 18, 2023, of  
Brian Hofmeister (the "Assignee"), solely in his capacity as the assignee for the benefit of creditors  
of HCHK Technologies, Inc. (the "Assignor") for entry of an Order: (i) commencing an  
assignment for the benefit of creditors for Assignor; (ii) authorizing and directing the Assignee to

post a bond and implement further security; (iii) approving the retention of Cole Schotz P.C., as his general counsel *nunc pro tunc* to March 22, 2023; (iv) approving the retention of McManimon, Scotland & Baumann, LLC as his special counsel *nunc pro tunc* to April 20, 2023; (v) approving the retention of DLA LLC as his financial advisor *nunc pro tunc* to May 1, 2023; (vi) authorizing the assignee to conduct the business of the assignor for a limited period; and (vii) directing the procedural consolidation and joint administration of this proceeding with certain affiliated cases under a consolidated caption; *and for such other and further relief this Court deems just and proper.* it is hereby

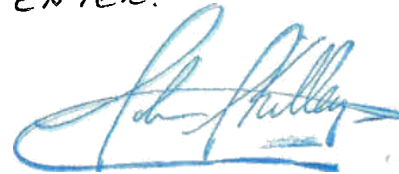
*LET*  
 ORDERED that any objecting party, or other party in interest ~~shall~~, show cause before this Court, at IAS Part 56, Room 304, to be held in and for the County of New York, at the Courthouse located at 71 Thomas June ~~60 XXXX~~ Street, New York, New York on the 20th day of ~~May~~, 2023, at 10:00 a.m., on papers only, without oral argument, why an order should not be made and entered granting the Application in all respects; and it is

ORDERED that the Assignee shall serve conformed copies of this Order and the Application on the assignor, the assignee's surety and all creditors, secured, general or otherwise, of the assigned estate on or before May 30, 2023; and it is

ORDERED that objections or responsive papers, if any, to the relief sought by the Assignee in his Application shall be made in writing, filed with the Court, and served upon the Assignee, in care of his attorneys, Cole Schotz P.C., Attn: Warren A. Usatine, Esq. and Ryan T. Jareck, Esq., 1325 Avenue of the Americas, 19th Floor, New York, NY 10019, so as to be actually received no later than June 15, 2023.

Dated: ~~New York, New York~~  
May, 2023

ENTER:



Hon. JOHN J. KELLEY, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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In the Matter of the General Assignment for the  
Benefit of Creditors of:

HCHK TECHNOLOGIES, INC.,

Assignor,

- to -

BRIAN HOFMEISTER,

Assignee.

Index No. 510008/2023

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**AFFIDAVIT AND PETITION OF BRIAN HOFMEISTER FOR AN ORDER: (I) COMMENCING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS FOR HCHK TECHNOLOGIES, INC.; (II) AUTHORIZING AND DIRECTING ASSIGNEE TO POST A BOND AND IMPLEMENT FURTHER SECURITY; (III) APPROVING THE RETENTION OF COLE SCHOTZ P.C., AS GENERAL COUNSEL *NUNC PRO TUNC* TO MARCH 22, 2023; (IV) APPROVING THE RETENTION OF MCMANIMON, SCOTLAND & BAUMANN, LLC, AS SPECIAL COUNSEL *NUNC PRO TUNC* TO APRIL 20, 2023; (V) APPROVING THE RETENTION OF DLA, LLC, AS FINANCIAL ADVISOR *NUNC PRO TUNC* TO MAY 1, 2023; (VI) AUTHORIZING THE ASSIGNEE TO CONDUCT THE BUSINESS OF THE ASSIGNOR FOR A LIMITED PERIOD; AND (VIII) DIRECTING THE PROCEDURAL CONSOLIDATION AND JOINT ADMINISTRATION OF THIS PROCEEDING WITH CERTAIN AFFILIATED CASES UNDER A CONSOLIDATED CAPTION**

STATE OF NEW JERSEY    )  
  ) cc.:  
COUNTY OF MERCER    )

Brian Hofmeister, being duly sworn, deposes and says:

I have been appointed as the assignee (the “**Assignee**”) for the benefit of creditors of HCHK Technologies, Inc. (“**HCHK Technologies**” or the “**Assignor**”), and by this application (the “**Application**”) I hereby request entry of an order (“**Order**”), substantially in the form of the proposed Order attached hereto as **Exhibit A**: (i) commencing an assignment (the “**Assignment**”)

for the benefit of creditors of the Assignor; (ii) authorizing and directing me to post a bond and implement for security; (iii) approving the retention of Cole Schotz P.C. (“**Cole Schotz**”) as my general counsel *nunc pro tunc* to March 22, 2023; (iv) approving the retention of McManimon, Scotland & Baumann, LLC (“**MSB**”), as my special counsel *nunc pro tunc* to April 20, 2023; (v) approving the retention of DLA, LLC (“**DLA**”) as my financial advisor *nunc pro tunc* to May 1, 2023; (vi) authorizing me to conduct the business of the Assignor for a limited period; and (vii) directing the procedural consolidation and joint administration of this proceeding with certain affiliated cases under a consolidated caption. In support of the Application, I respectfully represent as follows:

### **INTRODUCTION**

1. The Assignor is a corporation organized under the laws of the State of Delaware and resides in New York County within the meaning of section 503(c) of the New York Civil Practice Law and Rules (the “**CPLR**”), having maintained its offices and principal place of business at 3 Columbus Circle, New York, New York 10019.

2. The Assignor is owned 99.9999% by Holy City Hong Kong Ventures, Ltd., BVI (“**Holy City**”) and 0.0001% by Anthony DiBattista. Upon information and belief, Holy City is wholly-owned by Yanping Wang a/k/a “Yvette” (“**Yvette**”), who is its President and Managing Director. Holy City has one other Director, a woman named Ya Li a/k/a Lan Mu a/k/a Mulan.

3. As discussed below, Holy City and Mr. DiBattista also own, in the same respective percentages (*i.e.*, 99.9999% and 0.0001%, respectively), two related entities: HCHK Property Management, Inc. (“**HCHK Property**”) and Lexington Property and Staffing, Inc. (“**Lexington Property**”), both which also have assigned their assets to me for the benefit of their respective creditors. I am filing separate applications before this Court to commence assignment for the

benefit of creditors proceedings for HCHK Property and Lexington Property substantially contemporaneously with the filing of this Application (or as soon as practicable thereafter).

4. The Assignor was incorporated on April 29, 2021. As I understand it, the Assignor is an emerging global technology and consulting firm that provides strategic solutions across multiple business lines. Functioning comparably to a Professional Employer Organization (PEO), the Assignor offers its clients professional a la carte consulting services across Technology, Product Development, Engineering, Human Resources, Recruitment, Legal, Finance, and R&D.

5. By far the Assignor's largest client was GETTR, which I understand to be an alt-tech social media platform and microblogging site that officially launched in the summer of 2021. GETTR is no longer a client of the Assignor's, however. The Assignor's other clients include companies that do business as G Club, G Music, GFNY, and G Fashion,<sup>1</sup> among others. As noted above, the Assignor operates out of its offices located 3 Columbus Circle in Manhattan, New York, which is leased and maintained by HCHK Property. Upon information and belief, the Assignor has approximately thirty (30) employees, some of whom work remotely and others whom work from the Columbus Circle offices.

6. HCHK Property leases the Columbus Circle office space from 3 COLUMBUS CIRCLE LLC- Series A and 3 COLUMBUS CIRCLE LLC – Series B (the “**Columbus Circle Landlord**”). Upon information and belief, HCHK Property was formed to serve as the tenant of the 3 Columbus Circle office space and, essentially, operates as a property management company with respect to the 3 Columbus Circle offices. In this regard, HCHK Property provides, among

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<sup>1</sup> Upon information and belief, the latter companies are affiliated with Ho Wan Kwok (a/k/a Guo Wengui a/k/a Miles Guo, among other names) (“**Kwok**”), a Chinese dissident with a prolific online presence and large social media following outspoken criticism of the Chinese Communist Party (the “**CCP**”). On February 15, 2022, Kwok commenced a voluntary chapter 11 case in the Unites Bankruptcy Court for the District of Connecticut, which remains pending under Case No. 22-50073 (JAM) (the “**Kwok Bankruptcy Case**”).

other services, (a) back-office support and staffing for the Assignor, (b) supervision and maintenance for the 3 Columbus Circle location, (c) maintenance, supervision and management of licensees to which HCHK Property licenses space at the 3 Columbus Circle location, including the Assignor's customers (such as GETTR).

7. Upon information and belief, Lexington Property was formed, essentially, to perform the same or similar services as HCHK Property. Lexington Property is the subtenant of certain office space located at 750 Lexington Avenue in Manhattan, New York, pursuant to a sublease with Versace USA, Inc. ("**Versace**"), for which the Columbus Circle Landlord holds the "overlease" and is thus Versace's "overlandlord."

8. Notably, as reflected in schedules of the Assignor's deed of assignment (discussed below), the Assignor possesses, among other assets, approximately \$4.5 million of cash in multiple bank accounts. Upon information and belief, aside from business revenues, the Assignor has also received funding from certain individual investors, who are Chinese dissidents and identify as being part of a social network and movement to expose the alleged corruption and human rights abuses of the CCP (collectively, the "**Investors**"). The Investors are extremely sensitive about disclosing their names and personal contact information in connection with these proceedings out of fear for retribution by the CCP. For this reason, the Assignor has represented to me that the Investors have appointed six individuals, who are comfortable disclosing their names and contact information, to serve as their agents and representatives in this matter. I am currently investigating the relationship between the Assignor and the Investors and the basis for their claims. I will be filing a separate application in this Court to approve certain confidentiality procedures and other relief related to the Investors.

9. On March 29, 2023, a Grand Jury impaneled in United States District Court for the Southern District New York issued a twelve-count Indictment, which has been unsealed, against Kwok, Yvette, and Kin Ming Je (a/k/a “William Je”). The criminal proceeding is pending under Case No. 1:23-cr-00118-AT. The Indictment alleges, among other things, that the defendants “took advantage of Kwok’s prolific online presence and hundreds of thousands of followers” to solicit investments in various ventures with promises of inflated financial returns. The Indictment states that the defendants, and others, fraudulently obtained hundreds of millions of dollars from investors. Kwok and Yvette have since been arrested and currently are incarcerated; William Je remains at large.

10. Following Yvette’s incarceration, as well as the Assignor’s loss of GETTR as its primary customer, the Assignor determined, in the exercise of its business judgment, that it was in the best interests of the Assignor and all of its stakeholders to assign all its assets to me, an independent fiduciary, for the benefit of creditors. Accordingly, on April 20, 2023 (the “**Assignment Date**”), the Assignor executed a Deed of Assignment for the Benefit of Creditors dated April 20, 2023 (the “**Deed**”), which forms the basis of this proceeding. The Deed was delivered to me and filed with the Clerk of the Court on April 25, 2023. A copy of the Deed is annexed hereto as **Exhibit B**.

11. Also on the Assignment Date, HCHK Property and Lexington Property (together, the “**Affiliated Assignors**,” and collectively with HCHK Technologies, the “**Assignors**”) executed Deeds of Assignment, which were delivered to me and filed with the Clerk of the Court on April 25, 2023. Simultaneously with the filing of this Application (or as soon as practicable thereafter), I am filing similar applications before this Court to open and commence assignment for the benefit of creditor proceedings for the Affiliated Assignors (the “**Affiliated Assignments**”). As discussed



below, I am seeking the procedural consolidation of the Affiliated Assignments with this proceeding under a consolidated caption, so that the Assignors' estates may be jointly administered for procedural purposes only.

12. Through these proceedings, with the assistance of my professionals that I seek this Court's authority to retain herein, I intend to discharge my duties under the New York Debtor & Creditor Law ("**DCL**") and this Court's laws and rules, including (a) first and foremost, to secure, maintain, and preserve the Assignors' assets for the benefit of all its stakeholders; (b) to investigate and analyze the Assignors' books and records and potential claims and causes of action that may be brought on behalf of the Assignors' estates and prosecute such claims as may be warranted; (c) to pursue a sale of some or substantially all of the Assignors' non-cash assets through a public sale or as otherwise ordered by the Court, and ultimately, and (d) after giving all creditors and stakeholders (including appropriate governmental authorities) due and proper notice and opportunity to submit claims, to verify, reconcile, and make distributions to provable claims against the Assignors' estates in accordance with their respective legal priorities as set forth in the Deeds and applicable law.

13. Consistent with the foregoing, since the Assignment Date, with this assistance of my professionals, I have worked diligently to secure the Assignors' assets and preserve the going concern value of their businesses. Among other things, I have transferred substantially all of the Assignors' cash to new bank accounts at ConnectOne Bankcorp, Inc. ("**CNOB**"), which are under my exclusive control. I have secured the assets at the 3 Columbus Circle office space and transitioned the Assignors' employees to remote working only on an interim basis. I am in the process of reviewing the Assignors' monthly expenses to further reduce unnecessary expenditures.

14. Furthermore, since the Assignment Date, with the assistance of my professionals, I have considered, analyzed and evaluated potential sale transactions and other strategic alternatives for the Assignors to maintain going concern value and preserve jobs. I am beginning discussions and negotiations with potential counterparties and other stakeholders with respect to a sale transaction.

15. Lastly, I am obtaining the necessary books and records to conduct an investigation with respect to prior acts of the Assignors and certain insiders. The Assignors are in the process of providing significant diligence to me and my advisors, which will be reviewed and assessed in the near term.

16. Based on all the foregoing, I, in consultation with my advisors, have identified interim relief from this Court that is necessary in the short term, which forms the basis of this Application.

### **RELIEF REQUESTED**

#### **I. COMMENCEMENT OF THE ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

17. I hereby petition the Clerk of this Court to open and commence a proceeding, pursuant to Article 2 of the DCL, in the Supreme Court of the State of New York, County of New York, for the purpose of considering such motions, applications and other matters as may be brought by me and any other party in interest in connection with this proceeding. I respectfully request that an Order be entered, substantially in the form annexed hereto as **Exhibit A**, commencing an assignment for the benefit of creditors on behalf of the Assignor and granting the relief requested herein.

**II. APPROVAL OF THE BOND AND IMPLEMENT A BANK ACCOUNT STRUCTURE TO FURTHER PROTECT THE ASSIGNOR'S CASH**

18. Under New York law, an assignee is required to post a bond in an amount set by a judge if it has received a full and true inventory of the assignor's estate within thirty days of the assignment. *See* DCL § 6.

19. The Assignor has provided me with an inventory of its assets (the "**Inventory**"), which is attached to the Deed. The Inventory reflects that Assignor's assets have a value of approximately \$17,500,000 (the "**Assets**"). As noted above, I, with the assistance of my financial advisor and other professionals, am continuing to review the Assignor's books and records and financial affairs and, if necessary, intend to supplement the Inventory in accordance with section 4 of the DCL.

20. I am the Managing Partner of The Law Firm of Brian W. Hofmeister, LLC, a law firm specializing in the provision of legal services to troubled or reorganizing enterprises. I have been in the business of workout, turnaround and insolvency proceedings for more than thirty years and am well qualified to evaluate and administer the Assets.

21. Based upon my opinion and analysis, and upon information provided to me by the Assignors, I submit that a bond in the sum of \$40,000,000 for all Assignors, which will be delivered to the State of New York within 30 days after entry of an Order commencing these proceedings, is a sufficient bond as required by section 6 of the DCL. I am in the process of obtaining the bond from Travelers Casualty and Surety Company of America ("**Travelers**") and will supplement this Application with further information and documents concerning the bond in advance of any hearing on this Application.

22. In addition, to further protect and preserve the Assignors' cash, I have opened bank accounts with CNOB, a federal insured banking institution, and am in the process of distributing

the Assignor's funds across multiple accounts so that the funds in each account are within the federally-insured limited of \$250,000 (collectively, the "**Bank Accounts**"). More specifically, CNOB offers ICS and CDARS, and is part of the IntraFi Network. When CNOB deposits funds through the ICS and CDARS service, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000. The funds are then placed in demand deposit accounts or money market deposit accounts (using ICS), or in CDs (using CDARS), at multiple banks. As a result, I can access coverage from many institutions while working with only CNOB.

23. Accordingly, I respectfully request that an Order be entered (a) authorizing and directing me to post a bond in the amount of \$40,000,000 (the "**Bond Amount**"), without prejudice to my right to seek adjustments to the Bond Amount, and (b) authorizing me to maintain the Assignor's cash in the CNOB Bank Accounts under the proposed structure described above.

### **III. APPROVAL OF RETENTION OF COLE SCHOTZ P.C. AS GENERAL COUNSEL TO THE ASSIGNEE**

24. The commencement and prosecution of this proceeding has and will present legal and factual issues that has required and will require me to seek the assistance of legal counsel.

25. Consequently, I seek entry of an Order pursuant to section 21 of the DCL authorizing the employment and retention of Cole Schotz as my general counsel in this assignment for the benefit of creditors proceeding, effective *nunc pro tunc* to March 22, 2023.

26. Section 21 of the DCL provides, in relevant part:

The court ... may in its discretion award reasonable counsel fees and costs, determine which party shall pay the same, and make all necessary rules to govern the practice under this article.

Debt. & Cred. L. § 21.

27. New York courts have held that an assignee may retain and compensate attorneys for reasonable legal costs in the administration of an assignment for the benefit of creditors. *See*

*AMC Computer Corp. v. Geron*, 11 Misc 3d 1062(A) (NY Sup 2006), *affd*, 38 AD3d 402 (1st Dept 2007). In anticipation of this proceeding, I contacted Cole Schotz and asked that it begin assisting me with the commencement, administration and prosecution of this case.

28. Cole Schotz began providing services on my behalf on March 22, 2023, by, among other things, assisting in the organization of the materials and data necessary to begin these proceedings, to address legal issues, and to otherwise counsel and assist me.

29. Beginning on March 22, 2023 through the date of this Application, Cole Schotz has rendered substantial services at my request and behalf, including, but not limited to: (i) advising and representing me in connection with the Assignments; (ii) advising me regarding the Assignors' assets and liabilities, the possible sale of their assets and potential issues with creditors, (iii) strategizing with regard to how to best and most efficiently approach these proceedings; (iv) assisting me in connection with securing and preserving the Assignors' assets, including, without limitation, (a) accompanying me on site visits and independently visiting the Assignor's premises on my behalf, (b) procuring security for the premises, (b) opening the CNOB accounts and transferring the Assignors' cash to the accounts; and (c) securing the bond from Travelers; (v) corresponding with and interviewing third parties on my behalf to address numerous issues pertaining to the Assignments, including relating to the transition of management of the Assignors' operations to me; and (vi) preparing all relevant documents and filings to commence and prosecute the Assignments.

**A. Cole Schotz's Qualifications**

30. As set forth in the Declaration of Warren A. Usatine (the "**Usatine Declaration**"), a partner of Cole Schotz, the Assignee has been informed that Mr. Usatine is a member in good

standing of the Bar of the State of New York. A copy of the Usatine Declaration is annexed hereto as **Exhibit C**.

31. I selected Cole Schotz to represent me because the attorneys who will work on this matter have significant experience in the field of debtors' protections and creditors' rights in complex business reorganizations, restructurings, out of court workouts and liquidation proceedings in New York and other states. Cole Schotz has extensive experience in hundreds of cases representing Chapter 11 debtors, creditor committees, trustees, other fiduciaries, secured creditors, unsecured creditors and other parties in bankruptcy and insolvency cases and related litigation. As a result, Cole Schotz is well qualified to act as counsel for me.

**B. Scope of Cole Schotz's Services**

32. Subject to this Court's approval, Cole Schotz will render professional services to me, which may include, but will not be limited to:

- a. advising regarding powers and duties as the Assignee;
- b. attending meetings and negotiating with potential purchasers of the Assets;
- c. taking necessary action to protect and preserve the Assignor's estate, including prosecuting actions on my behalf, defending any action commenced against me or the Assignor and representing my interests in negotiations concerning litigation in which I may become involved, including, but not limited to, objections to claims filed against the Assignor's estate;
- d. preparing motions, applications, answers, orders, reports and papers necessary to complete the administration of this assignment for the benefit of creditors;

- e. appearing before this Court to present applications and motions, as necessary, and on any other matters of the Assignor's estate before this Court; and
- f. performing other necessary legal services and providing other necessary legal advice to me in connection with this assignment for the benefit of creditors.

**C. Compensation**

33. With respect to legal fees, Cole Schotz will charge the estate for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates for services of this type and nature and for this type of matter in effect on the date such services are rendered and for its actual, reasonable and necessary out-of-pocket disbursements incurred in connection therewith as set forth herein. The hourly rates to be charged by Cole Schotz for services to be rendered to me shall be the same rates charged to other clients, which currently range from \$245 to \$410 for paralegals, \$325 to \$685 for associate attorneys, \$575 to \$730 for special counsel and \$485 to \$1,200 for partners. Cole Schotz is mindful of the cost of legal services and will assign projects in this proceeding to professionals whose experience and hourly billing rate most appropriately match the expertise required to perform services requested by me or required by the Court.

34. As set forth in the Usatine Declaration, the hourly rates described above are subject to periodic adjustments, to reflect economic and other conditions. Cole Schotz's rates are set at a level designed to compensate the firm fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Cole Schotz intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the DCL, and any other applicable law of the State of New York, and the orders of

this Court. Subsequent to the commencement of this proceeding, Cole Schotz will file on my behalf an application for the establishment of procedures for interim compensation and reimbursement of the expenses of professionals for the Assignor's estate.

35. It is Cole Schotz's policy to charge its clients for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recordation fees, long distance telephone calls, postage, express mail and messenger charges, computerized legal research charges and other computer services, and expenses for telecopier charges. Cole Schotz will charge for these expenses in a manner and at rates consistent with those Cole Schotz generally charges its other clients and in accordance with the DCL.

**D. Disinterestedness**

36. To the best of my knowledge, and based upon the Usatine Declaration, Cole Schotz does not represent or hold any interest adverse to the Assignor, to me as the Assignee, any creditors, or other parties in interest with respect to the matters on which Cole Schotz is to be employed.

37. For all the foregoing reasons, I respectfully request that an Order be entered authorizing the retention of Cole Schotz to represent me as general counsel in all matters herein, *nunc pro tunc* to March 22, 2023.

**IV. APPROVAL OF RETENTION OF McMANIMON, SCOTLAND & BAUMANN, LLC, AS SPECIAL COUNSEL TO THE ASSIGNEE**

38. In addition to retaining Cole Schotz as my general counsel, I seek entry of an Order pursuant to section 21 of the DCL authorizing me to employ and retain MSB as my special litigation counsel, *nunc pro tunc* to April 20, 2023, with respect to certain matters described herein.



39. MSB is counsel to the Assignors and has valuable historical knowledge regarding the Assignors' businesses and operations and circumstances leading up to this proceeding. In this regard, MSB represented the Assignors in connection with the preparation and execution of this Assignment and matters relating to the Kwok Bankruptcy Case, including, but not limited to, responding to certain subpoenas that were issued against the Assignors in connection therewith. As more particularly set forth below, I seek to retain MSB to represent me, in my capacity as the Assignee, in connection with the Kwok Bankruptcy Case, as well in connection with the prosecution of certain preference actions I may bring on behalf of the Assignor's estate.

40. I am mindful of the costs of legal services to the Assignor's estate. In this regard, I intend that the services to be provided by MSB will complement, and not duplicate, the services being rendered by my other professionals, including Cole Schotz, in the Assignment proceedings. MSB and Cole Schotz have agreed to work cooperatively so as to avoid any duplication of services.

**A. MSB's Qualifications**

41. As set forth in the Declaration of Sari B. Placona (the "**Placona Declaration**"), which is annexed hereto as **Exhibit D**, the attorneys employed by MSB who will be providing legal services in this matter are members in good standing of the bar of the state of New York.

42. MSB's attorneys have over thirty (30) years of experience specializing, almost exclusively, in the field of debtors' and creditors' rights in complex business reorganizations and liquidations. In addition, MSB possesses extensive expertise and experience in restructuring and liquidation proceedings in New York.

43. MSB has participated in numerous reorganization proceedings on behalf of secured and unsecured creditors, trade creditors, bondholders institutional creditors, investors, creditors' committees, indenture trustees, debtors, trustees, purchasers of stock, assets or claims of distressed

companies, landlords, tenants, officers and directors, and other parties in interest in restructurings and chapter 11 and insolvency cases throughout the country. MSB also has considerable experience representing parties in out-of-court workouts. MSB has also been involved in hundreds of Assignment for the Benefit of Creditor cases. MSB has also represented receivers, fiscal agents and other fiduciaries. Furthermore, as noted above, MSB has historical knowledge regarding the Assignors and their business and financial affairs.

44. For these reasons, MSB is well qualified to serve as my special litigation with respect to the matters set forth herein.

**B. Scope of MSB's Services**

45. Subject to this Court's approval, MSB will render professional services to me, which may include, without limitation:

- a. representing me in connection with matters relating to the Kwok Bankruptcy Case, including, but not limited to, in responding to any subpoenas issued against me, as assignee on behalf of the Assignors;
- b. representing me in connection with the prosecution of preference and/or fraudulent conveyance actions;
- c. appearing before this Court to file and prosecute pleadings and motions, as necessary, with respect to the matters within the purview of MSB's engagement; and
- d. performing other necessary legal services and providing other necessary legal advice to me in connection with this assignment for the benefit of creditors as circumstances may require.

**C. Compensation**

46. With respect to legal fees, MSB will charge the estate for its legal services on an hourly fee basis for general legal work and on a reduced hourly/contingent fee basis for preference and fraudulent conveyance actions. For preference and fraudulent conveyance actions, MSB will be compensated at a reduced rate of \$300 hourly plus a twenty-five percent (25%) contingency fee on any amounts collected on preference and/or fraudulent conveyance actions. MSB's hourly legal rates range from \$150 to \$325 for associates and \$350 to \$695 for members/partners. Paralegal services will be billed at their normal hourly rate of \$235 hourly. MSB is mindful of the cost of legal services and will assign projects in this Assignment to professionals whose experience and hourly billing rates most appropriately match the expertise required to perform services requested by me or required by this Court.

47. As set forth in the Placona Declaration, the hourly rates described above are subject to annual adjustments each January to reflect economic and other conditions. MSB's rates are set at a level designed to compensate the firm fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. MSB shall apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the NYDCL, any other applicable laws of the state of New York, and the orders of this Court. MSB is aware that it is only entitled to "reasonable" compensation for services rendered.

48. It is MSB's policy to charge its clients for all expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recordation fees, long distance telephone calls, postage, express mail and messenger charges, computerized legal research charges and other computer services, and facsimile charges. MSB will charge for these expenses in a manner and at rates consistent with

those it generally charges its other clients and in accordance with the NYDCL, however, MSB will only charge half of its time for travel.

**D. Disinterestedness**

49. To the best of my knowledge and based upon the Placona Declaration, MSB does not represent or hold any interest adverse to Assignor or me with respect to the matters on which MSB is to be employed. Further, to the best of my knowledge and based on the Placona Declaration, MSB does not have any connection with any creditors or other parties in interest, or their respective attorneys or accountants, except as set forth therein.

50. For all the foregoing reasons, I respectfully request an Order be entered authorizing the retention of MSB my special counsel with respect to aforementioned matters.

**IV. APPROVAL OF RETENTION OF DLA, LLC AS FINANCIAL ADVISOR TO THE ASSIGNEE**

51. By this Application, I also seek an Order authorizing the employment and retention of DLA as my financial advisor *nunc pro tunc* to May 1, 2023.

**A. DLA's Qualifications.**

52. As set forth in the Affidavit of David Landau, CPA, CVA (the “**Landau Affidavit**”), a copy of which is annexed here to as **Exhibit E**, DLA will provide accounting and valuation consulting services in connection with this assignment case, *nunc pro tunc* to May 1, 2023.

53. As a boutique advisory firm, DLA provides its clients a full range of internal audit and accounting advisory, delivered by experienced professionals known for exceptional service. DLA serves a broad-range of clients with services for corporations, both public and private, and individuals in a wide-variety of industries. DLA consists of accomplished specialists led by Big

Four veterans averaging over 30 years of experience, all with deep industry knowledge in the areas they serve.

**B. Scope of DLA's Services to Be Provided.**

54. DLA will provide the following services in accordance with the parameters established by me or my counsel:

- a. Analyze and conduct forensic analysis of the Assignor's books and records and compile financial reports and statements;
- b. Prepare and file tax returns of the Assignor, if necessary;
- c. Prepare a preference and fraudulent conveyance analysis; and
- d. Render such other accounting services as may be required by the Assignee in the ordinary course of his affairs.

**C. Compensation.**

55. With respect to fees, DLA will charge the estate for its accounting and valuation consulting services on an hourly fee basis. DLA's hourly rates are as follows: Partners - \$485-\$550 per hour; Managing Director - \$465 per hour; Director - \$400-\$440 per hour; Senior Manager - \$410 per hour; Manager - \$365 per hour; Senior - \$320 per hour; Associate - \$230 per hour; Paraprofessional - \$175-205 per hour; Administrative - \$130 per hour.

56. It is DLA's policy to charge its clients for all expenses incurred in connection with a client's case. All expenses are billed at actual cost.

**D. Disinterestedness.**

57. To the best of my knowledge and based upon the Landau Affidavit, DLA does not represent or hold any interest adverse to Assignor or me with respect to the matters on which DLA is to be employed. Further, to the best of my knowledge and based on the Landau Affidavit, DLA

does not have any connection with any creditors or other parties in interest, or their respective attorneys or accountants, except as set forth therein.

58. For all the foregoing reasons, I respectfully request that an Order be entered authorizing the retention of DLA as my financial advisor in this matter.

**V. AUTHORITY TO CONTINUE BUSINESS OF ASSIGNOR FOR LIMITED PERIOD**

59. Section 15(2) of the DCL grants the Court the power to “authorize the business of assignor to be conducted for limited period by assignee, if necessary in the best interests of the estate, and allow additional compensation for such services.” DCL § 15(2).

60. Furthermore, section 202.63(h) of the Uniform Rules provides: “An application for authority to continue the business of an assignor must be made upon duly verified petition and upon notice given to, or order to show cause served upon, the assignor, the assignee’s surety and all creditors, secured, general or otherwise, of the assigned estate.” 22 NYCRR 202.63(h).

61. In order to maximize the value of the Assignor’s assets for the benefit of all creditors and parties interest, as mentioned above, I intend to pursue a sale of the Assignor’s assets pursuant to section 19 of the DCL. In order to preserve the Assignor’s assets and the going-concern value of its business, it is necessary for me to continue the Assignor’s business for a limited but sufficient period of time, so as to “bridge” to a sale of assets to purchaser, and make payments in the ordinary course of business.

62. Accordingly, I respectfully request that an Order be entered authorizing me to (a) continue the business of the Assignor for an initial limited period of sixty (60) days commencing as of the Assignment Date (the “**Operations Period**”) and (b) pay operating expenses (including, without limitation, rent, wages, utilities and other expenses) as they are incurred in the ordinary

course of business during the Operations Period, without prejudice to my ability to seek a further extension of the Operations Period from this Court should circumstances require.

**VI. PROCEDURAL CONSOLIDATION AND JOINT ADMINISTRATION WITH CERTAIN AFFILIATED CASES UNDER A CONSOLIDATED CAPTION**

63. As discussed above, substantially contemporaneously with the filing of this Application, I have filed (or will be filing) similar applications to commence the Affiliated Assignments for the Affiliated Assignors. Through this Application, I seek entry of an order authorizing and directing the procedural consolidation of the Affiliated Assignments with this proceeding under a consolidated caption, so that the Assignors' estates may be jointly administered for procedural purposes only.

64. As discussed above, prior to the Assignments, the Assignors operate integrated businesses under common ownership and control. Section 602(a) of the CPLR, provides that:

When actions involving a common question of law or fact are pending before a court, the court, upon motion, ... may order the actions consolidated, and may make such other orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.

CPLR § 602(a).

65. New York courts have held that “[w]here common questions of law or fact exist, a motion to consolidate should be granted absent a showing of prejudice to a substantial right by the party opposing the motion.” *Kally v Mount Sinai Hosp.*, 44 A.D.3d 1010 (2d Dep’t 2007) (citing *Nigro v. Pickett*, 39 A.D.3d 720 (2d Dep’t 2007)). *See also Katan Group, LLC v. CPC Res., Inc.*, 110 A.D.3d 462, 974 N.Y.S.2d 343, 346 (1<sup>st</sup> Dept 2013) (citing CPLR § 602(a)) (finding consolidation proper where “actions share sufficient common questions of law or fact ... and plaintiff did not demonstrate prejudice resulting from consolidation”). Ultimately, “[a] motion to consolidate is directed to the sound discretion of the court and the court is given wide latitude in

the exercise thereof.” *Inspiration Enters., Inc. v. Inland Credit Corp.*, 54 A.D.2d 839, 388 N.Y.S.2d 578, 580 (1<sup>st</sup> Dept 1976) (citations omitted).

66. Similarly, and even more analogously to this case, rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) provides, in pertinent part, that “[i]f a joint petition or two or more petitions are pending in the same court by or against ... a debtor and an affiliate, the court may order a joint administration of the estates.” Fed. R. Bankr. P. 1015(b); *see also* 30 N.Y. JUR 2D CREDITORS’ RIGHTS § 215 (noting that assignment for the benefit of creditors may be viewed as “quasi-bankruptcy proceeding” and that “state courts in consideration questions arising under a general assignment have looked for guidance to the law and practice of the bankruptcy courts”) (citing cases). It is routine practice in bankruptcy cases to jointly administer the estates of affiliated debtors under Bankruptcy Rule 1015(b) to avoid the inevitable procedural and administrative inefficiencies, costs, and burdens that would result from the prosecution of separate cases with separate case dockets.

67. As discussed above, prior to the Assignments, the Assignors business were intertwined and were operated under common ownership and control. As a result, the motions, hearings, and related proceedings involving one of the Assignors will affect the other Assignors. Joint administration will reduce the administrative burdens and costs by avoiding duplicative filings, notices, and hearings, and will allow creditors and parties in interest to monitor and participate in the cases with greater ease. Furthermore, joint administration will not adversely impact each of the Assignors’ respective constituencies, because I am only seeking procedural – not substantive – consolidation of the Assignors’ estates. Each creditor and other parties in interest will maintain their respective rights against the particular estate in which it asserts its alleged claim or right.



68. To facilitate the consolidation and joint administration, I further request that one file and case docket be maintained for all three of the Assignments. In this regard, I request that all pleadings, motions, and notices filed in connection with the Assignors' cases be filed in the case docket for HCHK Technologies and contain the following caption:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X	
In the Matter of the General Assignment for the	:
Benefit of Creditors of:	:
	:
HCHK TECHNOLOGIES, INC., HCHK PROPERTY	:
MANAGEMENT, INC. AND LEXINGTON PROPERTY	:
STAFFING, INC.,	:
	:
Assignors,	:
	:
- to -	:
	:
BRIAN HOFMEISTER,	:
	:
Assignee.	:
	:
-----X	

69. I respectfully submit that the relief sought herein is in the best interests of the Assignors, their estates, creditors, stakeholders, and other parties in interest, and therefore, should be granted.


**NO PRIOR REQUEST FOR RELIEF**

70. No prior application seeking the relief requested in this Application has been submitted to this or any other court.

*[The remainder of this page is intentionally blank]*

CONCLUSION

WHEREFORE, the Assignee respectfully requests that the Court entered an Order, substantially in the form annexed hereto as Exhibit A: (i) commencing an assignment for the benefit of creditors of the Assignor; (ii) authorizing and directing me to post a bond and implement further security; (iii) approving the retention of Cole Schotz as my general counsel *nunc pro tunc* to March 22, 2023; (iv) approving the retention of MSB as my special counsel *nunc pro tunc* to April 20, 2023; (v) approving the retention of DLA as my financial advisor *nunc pro tunc* to May 1, 2023; (vi) authorizing me to conduct the business of the Assignor for a limited period; (vii) authorizing and directing the procedural consolidation and joint administration of this proceeding with certain affiliated cases under a consolidated caption; and (viii) granting such other and further relief as is just and proper.



\_\_\_\_\_  
Brian Hofmeister, Assignee

STATE OF NEW JERSEY    )  
  ) ss.:  
COUNTY OF                )

On the 10<sup>th</sup> day of May in the year 2023 before me, the undersigned, personally appeared Brian Hofmeister, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within affidavit and acknowledged to me that he executed the same in his capacity, and that by his signature on the affidavit, the individual, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Notary Public

**SONIA M SERRANO**  
Notary Public, State of New Jersey  
My Commission Expires 4/13/2027

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
In the Matter of the General Assignment for the :  
Benefit of Creditors of: :

HCHK TECHNOLOGIES, INC., :  
Assignor, :

Index No. 510008/2023

- to - :

BRIAN HOFMEISTER, :  
Assignee. :

-----X  
**ORDER (I) COMMENCING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS  
FOR HCHK TECHNOLOGIES, INC.; (II) AUTHORIZING AND DIRECTING  
ASSIGNEE TO POST A BOND AND IMPLEMENT FURTHER SECURITY; (III)  
APPROVING THE RETENTION OF COLE SCHOTZ P.C., AS GENERAL COUNSEL  
NUNC PRO TUNC TO MARCH 22, 2023; (IV) APPROVING THE RETENTION OF  
MCMANIMON, SCOTLAND & BAUMANN, LLC, AS SPECIAL COUNSEL NUNC PRO  
TUNC TO APRIL 20, 2023; (V) APPROVING THE RETENTION OF DLA, LLC, AS  
FINANCIAL ADVISOR NUNC PRO TUNC TO MAY 1, 2023; (VI) AUTHORIZING THE  
ASSIGNEE TO CONDUCT THE BUSINESS OF THE ASSIGNOR FOR A LIMITED  
PERIOD; AND (VII) DIRECTING THE PROCEDURAL CONSOLIDATION AND  
JOINT ADMINISTRATION OF THIS PROCEEDING WITH CERTAIN AFFILIATED  
CASES UNDER A CONSOLIDATED CAPTION THEREOF**

Upon the affidavit of Brian Hofmeister (the “**Assignee**”), solely in his capacity as the Assignee for the benefit of creditors of HCHK Technologies, Inc. (the “**Assignor**”), in support of the Assignee’s application (the “**Application**”)<sup>1</sup> for entry of an Order: (i) commencing an assignment (the “**Assignment**”) for the benefit of creditors of the Assignor; (ii) authorizing and directing the Assignee to post a bond and implement for security; (iii) approving the retention of Cole Schotz P.C. (“**Cole Schotz**”) as the Assignee’s general counsel *nunc pro tunc* to March 22, 2023; (iv) approving the retention of McManimon, Scotland & Baumann, LLC (“**MSB**”), as the

<sup>1</sup> Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Application.

Assignee's special counsel *nunc pro tunc* to April 20, 2023; (v) approving the retention of DLA, LLC ("DLA") as the Assignee's financial advisor *nunc pro tunc* to May 1, 2023; (vi) authorizing the Assignee to conduct the business of the Assignor for a limited period; and (vii) directing the procedural consolidation and joint administration of this Assignment proceeding with the proceedings of the Affiliated Assignments under a consolidated caption; and it appearing the bond is in the appropriate amount for this matter and the Assignee's implementation of the CNOB Bank Accounts is appropriate to preserve and protect the Assignor's assets; and it appearing that Cole Schotz neither holds nor represents an interest adverse to the Assignor or the Assignee with respect to the matters upon which it is to be engaged; and it appearing that MSB neither holds nor represents an interest adverse to the Assignor or the Assignee with respect to the matters upon which it is to be engaged; and it appears that DLA neither holds nor represents an interest adverse to the Assignor or the Assignee with respect to the matters upon which it is to be engaged; and it appears that the foregoing retentions are in the best interests of the Assignor and its estate; and it appearing that the relief requested in the Application is in the best interests of the Assignor and its estate; and no objections to the Application having been filed; and after due deliberation and sufficient cause appearing therefore, it is hereby

**ORDERED THAT:**

1. The Application is GRANTED to the extent provided herein.
2. An assignment for the benefit of creditors is hereby commenced on behalf of the Assignor.
3. Brian Hofmeister is hereby appointed as the Assignee of the Assignor.
4. The Assignee is hereby authorized and directed to post a bond in the sum of \$40,000,000 for all Assignors in compliance with section 6 of the New York Debtor & Creditor Law and conditioned upon the faithful performance of the Assignee's duties herein (the "**Bond**")

within 30 days after the date of this Order. The Assignee is hereby authorized and directed to pay any premium due on the Bond from the Assignor's estate.

5. The Assignee is hereby authorized to maintain the Assignor's cash in the CNOB Bank Accounts and utilize the ICS and CDARS services, as part of the IntraFi Network, as described in the Application.

6. The Assignee is hereby authorized to retain Cole Schotz as the Assignee's general counsel herein *nunc pro tunc* to March 22, 2023, and in accordance with the terms and conditions set forth in the Application and the Usatine Declaration.

7. The Assignee is hereby authorized to retain MSB as the Assignee's special counsel *nunc pro tunc* to April 20, 2023, and in accordance with the terms and conditions set forth in the Application and the Placona Declaration.

8. The Assignee is hereby authorized to retain DLA as the Assignee's financial advisor *nunc pro tunc* to May 1, 2023, and in accordance with the terms and conditions set forth in the Application and the Landau Declaration.

9. The Assignee is hereby authorized to (a) continue the business of the Assignor for an initial limited period of sixty (60) days commencing as of the Assignment Date (the "**Operations Period**") and (b) pay operating expenses (including, without limitation, rent, wages, utilities and other expenses) as they are incurred in the ordinary course of business during the Operations Period, without prejudice to the Assignee's ability to seek a further extension of the Operations Period from this Court should circumstances require.

10. This case shall be consolidated and jointly administered, for procedural purposes only, with the assignment for the benefit proceedings of HCHK Property Management, Inc. and

Lexington Property and Staffing, Inc. (collectively with this case, the “**Affiliated Cases**”) under the following joint caption:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X	
In the Matter of the General Assignment for the	:
Benefit of Creditors of:	:
	:
HCHK TECHNOLOGIES, INC., HCHK PROPERTY	:
MANAGEMENT, INC. AND LEXINGTON PROPERTY	:
STAFFING, INC.,	:
	:
Assignors,	:
	:
- to -	:
	:
BRIAN HOFMEISTER,	:
	:
Assignee.	:
	:
-----X	

11. All pleadings, motions, and notices filed in connection with the Affiliated Cases shall be filed only on the case docket for HCHK Technologies, Index No. 510008/2023, and shall contain the above-referenced joint caption.

12. The Assignee shall serve a copy of this Order upon the assignor, the assignee’s surety and all creditors, secured, general or otherwise, of the assigned estate by pre-paid, first-class mail, within five business days of entry of this Order.

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Justice of the Supreme Court

# **EXHIBIT B**



New York County Clerk's Office  
Paym 1090047 04/25/2023 2:28p  
Cashier CJHOLDER Register # 8

Tr.1430995 \$210.00  
Assignment  
510008/2023 HCHK TECHNOLOGIES INC vs. IN RE  
: ASSIGNMENT FOR THE BENEFIT OF THE CREDITOR  
S

Total: \$210.00

Check \$210.00

518008/2023

**DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

**THIS DEED OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS** is made this 20th day of April 2023, by and between HCHK Technologies, Inc, a Delaware corporation, with a principal place of business at 3 Columbus Circle, 20<sup>th</sup> Floor, New York, New York 10019 and resident in the County of New York within the meaning of N.Y. C.P.L.R. § 503(c), having maintained offices located at 3 Columbus Circle, New York, New York, Federal Tax Identification Number 86-3615568, hereinafter referred to as "Assignor," and Brian W. Hofmeister, Esq., c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, hereinafter referred to as "Assignee."

**WHEREAS**, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference of priority, except such priority as is established and permitted by applicable law as set forth in Article 2 of the New York Debtor and Creditor Law ("New York Debt. & Cred. Law");

**NOW, THEREFORE**, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. **TRANSFER OF ASSETS.** Assignor does hereby grant, convey, assign, transfer and set over to the Assignee, and any successor assignee, all property and assets of Assignor, whatsoever and wheresoever situated, which now are, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, if any such assets exists, all real and personal property, tangible

NEW YORK  
COUNTY CLERK'S OFFICE

APR 25 2023

NOT COMPARED  
WITH COPY FILE

and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, intellectual property, general intangibles, patents, insurance premium and/or policy refunds, copyrights, trade names, trademarks, franchises, service marks, and causes of action. Title to the property and assets of Assignor shall immediately vest with Assignee for the use and purpose hereinafter set forth.

2. **LEASES AND LEASEHOLD INTERESTS.** This Deed of Assignment includes all leases and leasehold interests in any asset of the Assignor; however should Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished or abandoned without further liability or obligation to Assignee.

3. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. **POWERS AND DUTIES OF ASSIGNEE.** Subject to the provisions herein, Assignee shall hold and manage all of Assignor's property in trust and Assignee shall have all powers necessary to marshal and liquidate the estate including, but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best and subject to the approval of the court, pursuant to Section 19 of the New York Debt. & Cred. Law, and Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title of same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's intellectual property, including patents,

copyrights, trademarks, trade names and any equipment, inventory, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best, pursuant to Section 19 of the New York Debt. & Cred. Law. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title of same. In this regard, Assignee shall have the power to: (i) employ an auctioneer and an appraiser to appraise said assets; (ii) to conduct any public sale of the assets; and (iii) to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other documents necessary to convey right, title, and interest in to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants, appraisers, auctioneers, consultants, and any other additional personnel, including as the Assignee deems appropriate, former employees of Assignor, to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all state, county or federal tax returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s), pursuant to New York law, as more specifically set forth in Section 5 of the New York Debt. & Cred. Law.

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of Assignee or his nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon

and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.

h. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following priority amounts as to distribution only and not time of distribution, as follows:

- (1) FIRST, to deduct all sums which Assignee may at his option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- (2) SECOND, subject to paragraph 9 below, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to Assignee, as that term is hereinafter defined and the payment of reasonable compensation and expenses for the services of attorneys for the Assignee, accountants to Assignee, attorneys to Assignor for services related to the making of and administration of the general assignment and any other professionals Assignee deems necessary to properly administer the assignment estate.
- (3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this general assignment, or other such claim of any federal

governmental agency as defined under 31 U.S.C. § 3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

- (4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this general assignment, including but not limited to employment, property and income taxes.
- (5) FIFTH, all monies due employees of the Assignor entitled to priority as defined under Sections 21-a and 22 of the New York Debt. & Cred. Law, up to the statutory maximum as set forth in Sections 21-a and 22 of the New York Debt. & Cred. Law.
- (6) SIXTH, with the exception of those classes set forth above, all distributions to other creditors shall be pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law, if any. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable him to make a reasonable distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this general assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective distribution checks from the Assignee, so long as any such distribution exceeds one percent (1%) of each such creditor's allowed claim.

(8) EIGHTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of Assignor, as per the list of equity holders provided with the making of this Deed of Assignment.

i. To report to the court as required by Section 14 of the New York Debt. & Cred. Law as to the results of the Assignee's efforts in administering the assets in the assignment estate.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

k. To do and perform any and all other acts deemed desirable and/or necessary and proper for the wind-down of Assignor, including filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

5. **RIGHTS OF CREDITORS.** Creditors shall be given notice of the assignment and the right to file verified claims, which shall set forth whether any, and, if so, what securities are held for such claim, and whether any, and, if so, what payments have been made thereon. Whenever a claim is founded upon an instrument in writing, such instrument, unless lost or destroyed, shall be filed with the claim. All rights and remedies of creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein shall prevent any creditor from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property.

6. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither Assignee nor any of his employees, officers, agents, or representatives will assume any personal liability or responsibility for any of his acts as Assignee herein, but his obligations shall be limited to the performance of the terms and conditions of this Deed of Assignment in good faith and in the exercise of his best business judgment. Persons dealing with Assignee shall look only to the assignment estate to satisfy any liability incurred by Assignee in good faith to any such person in carrying out the terms of this Assignment and the Assignee shall have no personal or individual obligation to satisfy any such liability.

7. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

a. As of the date hereof and based on the information received to date, the list of creditors delivered concurrently herewith to the Assignee and as required under Section 4 of the New York Debt. & Cred. Law is complete and correct to the best of Assignor's knowledge as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses, and the amounts due them and that such schedule will be filed with the county clerk of the county where such assignment is recorded as well as provided to the Assignee.



b. Assignor, through its officers, directors, and authorized agents, shall perform any and all acts reasonably necessary and proper to assist Assignee in his orderly liquidation of Assignor's assets, including the execution of any documents required to further carry out the intent of this Deed of Assignment, the collection of any and all monies owing Assignor, and in the distribution of said monies and proceeds of asset sales to Assignor's creditors.

c. Assignor, through its officers, directors, and authorized agents shall perform any and all acts reasonably necessary and proper to effect the wind-down of Assignor, including the filing of such notices with state tax authorities and others as may be necessary for the wind-down of the Assignor.

8. **POWER OF ATTORNEY.** Assignor, by this Deed of Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney in Fact.

9. **ACCEPTANCE BY ASSIGNEE.** By execution of this Deed of Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform his duties according to the best of the Assignee's skill, knowledge and ability. It is understood that Assignee's compensation, excluding the reimbursement of all Assignee's out-of-pocket costs, including the payment of attorney's fees and costs, in connection with the administration of this estate and the wind-down of the Assignor, shall be an amount to be determined by the court up to 5% of the amount administered in accordance with Section 21 of the New York Debt. & Cred. Law. Assignee's compensation and reimbursement of out-of-pocket costs, including, but not limited to, attorney's fees and costs, shall be paid out of the proceeds of the liquidation of Assignor's assets.


IN WITNESS WHEREOF, the parties have hereunto set their hands the day  
and year first above written,

HCHK Technologies, Inc.

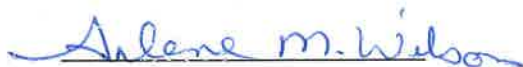
  
By: Joe Wang  
Its: Authorized Representative

**ACCEPTANCE:**

I, Brian W. Hofmeister, hereinabove named, do hereby accept the  
Assignment hereinafter set forth, not individually, but as Trustee-Assignee, subject to  
the conditions set forth above.

  
Brian W. Hofmeister, Assignee

Sworn to me this 20th day  
of April 2023

  
Notary Public

**WRITTEN CONSENT  
OF SHAREHOLDERS IN LIEU OF A SPECIAL MEETING OF  
HCHK TECHNOLOGIES, INC.**

The undersigned, being the Shareholders of the corporation of HCHK Technologies, Inc., (the “Corporation”), a Delaware corporation, with a principal place of business at 3 Columbus Circle, 20<sup>th</sup> Floor, New York, New York, 10019 does hereby consent to, authorize and adopt the following written consent in lieu of a special meeting as of the \_\_th day of April, 2023:

**RESOLVED**, that the Corporation’s 99.9999% shares are owned by Holy City Hong Kong Ventures, Ltd, (“BVI”) and BVI hereby authorized the execution of a Deed of Assignment and such other agreements, including but not limited to an interim management agreement with the Assignee, instruments and documents, and to take such other actions, as may be necessary or advisable in his sole discretion to carry out the intent of the foregoing which may be to continue ongoing operations of the Corporation to preserve going concern value should a sale be of interest; and it is further

**RESOLVED**, that the Corporation is hereby authorized to execute and deliver a Deed of Assignment for the Benefit of Creditors (the “Deed of Assignment”) to Brian W. Hofmeister, Esq. (hereinafter the “Assignee”), with an address of c/o Law Firm of Brian W. Hofmeister, 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, New Jersey 08648, as Assignee; and it is further

**RESOLVED**, that pursuant to a Unanimous Written Consent of the Board of Directors of the Corporation dated December 1, 2022, Joe Wang is authorized to execute, amongst other things, documents in connection with the Corporation; and it is further

**RESOLVED**, that the Corporation authorizes McManimon, Scotland & Baumann, LLC (Anthony Sodono, III & Sari B. Placona) to serve as counsel to the Corporation in the assignment for the benefit of creditors proceeding; such representation is commenced with a retainer in the amount of \$50,000<sup>1</sup> to represent the Corporation pre and post assignment; and it is further

**RESOLVED**, that this Written Consent shall serve in lieu of a special meeting of the shareholders of the Corporation, and the undersigned hereby waives all requirements as to notice of said meeting; and be it further

**RESOLVED**, that this Written Consent may be executed by facsimile and ‘pdf’.

[Signature Page Follows]

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<sup>1</sup> This amount is inclusive for the filing of the Deed of the Assignment for this Corporation and the two related companies: Lexington Property & Staffing, Inc. and HCHK Property Management, Inc.

**IN WITNESS WHEREOF**, this Written Consent of the Shareholders is executed and delivered as of the day and year first above written.

**SHAREHOLDERS:**

**Holy City Hong Kong Ventures, Ltd.**

A handwritten signature in black ink, appearing to be 'LM' or 'Ya Li', written in a cursive style.

---

By: Lan Mu (Ya Li)

Its: Director

Joe Wang, VP of Technology, being duly sworn according to law and upon his oath, deposes and says the following:

I am the VP of Technology of the Assignor named herein, and I have been duly authorized by said Corporation to make, execute and verify the inventory and list of creditors annexed to the within Deed of Assignment.

The said inventory and assets of the Assignor's estate and the list of the Assignor's creditors and the amount of their respective claims which are attached to the within Deed of Assignment are true and correct in all respects according to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
JOE WANG, VP OF TECH

**HCHK TECHNOLOGIES, INC.**  
**CASH, ACCOUNTS RECEIVABLE, FURNITURES, FIXTURE, EQUIPMENT<sup>2</sup>**

1	Accounts Receivable \$12,559,423.06 (Approx.)
2	Cash – Operating Account \$1,075,000 (Approx.)
3	Cash – Account (Seacoast Bank - 5211) \$407,778.43 (Approx.)
4	Cash – Account (Seacoast Bank – 5301) \$987,191.38 (Approx.)
5	Cash – Account (Seacoast Bank - 5481) \$2,000,994.77 (Approx.)
6	Bento Account (0740) \$45,359.62 (Approx.)
7	Phones / Computers / Televisions / Other
8	Weddle Law PLLC - \$50,000 (Retainer)

**Accounts Receivable:**

Multiple parties <sup>3</sup>	5,528,540.41
	474,654.90
	95,524.66
	4,664,498.10
	1,740,983.52
	20,700.00
	6,210.48
	660.99
	26,300.00
	1,350.00
<b>Total</b>	<b>\$ 12,559,423.06</b>

**Assets:**

iPad Pro  
 iPad Pro 5th Gen  
 iPhone XR  
 iPhone XR  
 iPhone XR  
 iPhone 12  
 iPhone XR  
 iPhone XS  
 iPhone X

<sup>2</sup> This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law. Accounts receivable may not be net amounts owed to company based on company's obligation to complete the applicable job.

<sup>3</sup> Names are being withheld due to the Assignor's confidentiality obligations.

iPhone 6S  
iPhone XR  
iPhone XR  
iPhone 11  
iPhone SE  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone 11  
iPhone 7  
iPhone XR  
iPhone XR  
iPhone 8  
iPhone XR  
iPhone XR  
iPhone 8  
iPhone XR  
iPhone 8  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone 11  
iPhone 11  
iPhone XR  
iPhone 11  
iPhone 11  
iphone XS  
iPhone SE  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR

iPhone XR  
iPhone XR  
iPhone XS  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone 11  
iPhone XS  
iPhone 12 Mini  
iPhone SE  
iPhone 11  
iPhone XR  
iPhone XR  
iPhone 11  
iPhone 8  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone 11  
iPhone 12  
iPhone 12  
IPHONE 11  
iPhone 11  
IPHONE XR  
IPHONE 11  
iPhone 12  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR  
iPhone XR

iPhone 11  
iPhone XR  
iPhone 11  
iPhone 11  
iPhone 12  
iPhone 12



iPhone XR  
iPhone 11  
iPhone 10  
iPhone XR  
iPhone 12 Mini  
iPhone 11  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Pro M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Pro M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air Intel 2020  
Macbook Air M1 2020  
Macbook Pro Intel 2019  
Macbook Pro M1 2020  
Macbook Pro M1 2020  
Macbook Air M1 2020  
Macbook Pro M1 2021  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Apple TV 4k  
Apple TV 4k  
Apple TV 4k  
Apple TV 4k  
Apple TV 4k  
Apple Pencil  
Macbook Air 2017  
Macbook Pro M1 2020  
iPad Mini Gen 5

Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Mac Mini  
Macbook Pro M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
Macbook Air M1 2020  
iMac 5K 27 inch 2020  
Air Intel 2020  
Macbook Pro 2021  
Macbook Air 2020  
M1, 2020  
Apple 27" Studio Display  
M1 2020  
M1 2020  
M1 2020  
MacBook Pro 16-inch 2021 M1  
Apple M1 2020  
Pro M1 2020  
Macbook Air 2020  
Macbook Air 2020  
Macbook Pro 2019  
Macbook Air 2020  
Macbook Pro  
Macbook Air 2020  
Macbook Air 2020  
Macbook Air  
Macbook Air  
Macbook Air  
Macbook Pro  
LG 27MN60T-W  
HP V27i  
LG 27MN60T-W  
LG  
x  
AOC U2790VQ  
AOC U2790VQ  
Dell S3422DWG  
Dell P3421W  
Lenovo L27M-28

Lenovo L27M-28  
Lenovo L27M-28  
Lenovo L27M-28  
Lenovo L27M-28  
Dell P2719HC  
Dell U2719D  
LG 32QN650  
LG 32QN650  
Dell P2719HC  
Lenovo U461MF3A  
LG  
Lenovo U461MF3A  
Lenovo U461MF3A  
Lenovo U461MF3A  
Dell P2719HC  
Dell P2719HC  
Dell P2719HC  
Dell U2719DC  
Dell U2719DC  
Dell U2719DC  
Dell  
Dell P3421W  
Dell P3421W  
Dell P3421W  
Asus  
Asus  
HP V24i FHD  
HP V24i FHD  
HP V24i FHD  
HP V24i FHD  
HP V24i FHD  
HP V24i FHD  
HP V24i FHD  
HP V24i FHD  
Dell S3422DWG  
Lenovo L27M-28  
Dell U2719DC  
LG 27MD5KA  
Dell U2719DC  
Dell S3422DWG  
Lenovo L27M-28

Dell S2721H  
Dell P3421W  
Lenovo L27M-28  
Apple Monitor  
LG 27UL600-W  
Philips  
LG UP600-W  
Thinkpad L15 Gen 1  
Latitude 3510  
Precision 5760  
15-EG0065ST  
Optiplex 3070 Micro  
Optiplex 3080 Micro  
Optiplex 3070 Micro  
Optiplex 7080 Micro  
Optiplex 3080 Micro  
Optiplex 3080 Micro  
Optiplex 3080 Micro  
Optiplex 3070 Micro  
Optiplex 3070 Micro  
Optiplex 3080 Micro  
Expertbook B5302CE  
Dell Inspiron 13 5310  
Lenovo 20X3006LUS  
Dell Latitude 3510  
Asus Expertbook  
Dell XPS  
B5302CE  
Precision 5760  
Dell XPS  
HP ZBook Firefly 15 inch G8  
ASUS EXPERTBOOK B3302CEA  
Dell Inspiron 13 5310  
ASUS ExpertBook  
Dell Laptop 65w  
Dell Laptop 65w  
Dell Laptop 65w  
Dell Laptop 90w  
Asus Laptop, 40w  
Dell Laptop 65w  
Dell Laptop 65w

Dell Laptop 65w

Apple USB Type C

Apple USB Type C

Lenovo Laptop 65w USB C

Lenovo Laptop 65w USB C

Dell Laptop 130w

Large

Small

For MacBook Pro 2021 M1

Dell Laptop 90w

Smart TV

Samsung QB98R

Samsung QB98R

LG OLED83C1PUA

Samsung

LGOLED83C2

LGOLED83C2

LGOLED83C2

LGOLED83C2

LGOLED83C2

American DJ POW-R BAR RACK USB 10-Outlet 2-USB Rackmount Power Distributor

GC728XP-100NAS Netgear Insight Managed Smart Cloud Switch - 28 Ports - Manageable

- Gigabit Ethernet - 1000Base-T - 3 Layer Supported - Modular - 2 SF

APC Smart-UPS 1000VA LCD RM - UPS - 700 Watt - 1000 VA - with APC SmartConnect

ultrastudio 4k mini

ultrastudio 4k mini

ultrastudio 4k mini

ultrastudio 4k mini

Mac mini 2023

Mac mini 2023

Mac Studio 2022

Mac Studio 2022

Apple 27" Studio Display Standard Glass, Tilt & Height Adjustable Stand

Apple 27" Studio Display Nano-Texture Glass, Tilt & Height Adjustable Stand

Apple 27" Studio Display Nano-Texture Glass, VESA Mount Adapter

Apple 27" Studio Display Nano-Texture Glass, VESA Mount Adapter

Multiview 4

Multiview 4

Blackmagicdesign HyperDeck Extreme 8K HDR

webpresenter 4k

webpresenter 4k

ATEM constellation 8k  
Newtek tricastor elite2  
Newtek talk show vs-4000  
ATEM 4M/E Advanced Panel 40  
stream deck  
stream deck  
MX MECHANICL MINI wireless keyboard  
MX MECHANICL MINI wireless keyboard  
MX MASTER 3S wireless mouse  
MX MASTER 3S wireless mouse  
wireless keyboard on newtek  
wireless keyboard on newtek  
wireless mouse on newtek  
wireless mouse on newtek  
logi mouse on **Mac book pro (生产力)**  
8361AP Genelec  
8361AP Genelec  
Genelec Smart Active Monitor  
Genelec Smart Active Monitor  
Canon C500 Mark 2  
Canon C500 Mark 2  
Canon C500 Mark 2  
Canon C300 mark 2  
Canon C300 mark 2  
Canon 16-35mm F2.8  
Canon 24-70mm F2.8  
Canon 18-80mm T4.4  
Canon 15-120mm  
Sachtler System aktiv14T & flowtech 100 with Mid-Level Spreader  
Sachtler System aktiv14T & flowtech 100 with Mid-Level Spreader  
Sachtler aktiv8T flowtech75 MS Tripod System  
Sachtler aktiv8T flowtech75 MS Tripod System  
Kanto Living MTMA100PL Height-Adjustable Mobile TV Cart with Adjustable Shelf for 60-100" TVs  
Kanto Living MTMA100PL Height-Adjustable Mobile TV Cart with Adjustable Shelf for 60-100" TVs  
Kanto Living MTMA100PL Height-Adjustable Mobile TV Cart with Adjustable Shelf for 60-100" TVs

**Estimated Current Value: \$ 405,537.98**

## HCHK TECHNOLOGIES, INC. - LIST OF CREDITORS<sup>4</sup>

Multiple creditors <sup>5</sup>	\$21,780,259.62
---------------------------------	-----------------

\$10,504,754

\$12,372,523.40

\$2,256,892.48

\$4,770,518.00

**Creditor Representatives:**

<u>NAME</u>	<u>Phone Number</u>	<u>Email</u>
Hao (Gavin) Li	8583670682	<a href="mailto:sdsn37985@gmail.com">sdsn37985@gmail.com</a>
Yinying (Aila)Wang	9143040286	<a href="mailto:yinyingwang@protonmail.com">yinyingwang@protonmail.com</a>
Chris Lee	6262087567	<a href="mailto:caagentchrisli@gmail.com">caagentchrisli@gmail.com</a>
Yongping Yan	7035773590	<a href="mailto:miegong89642020@gmail.com">miegong89642020@gmail.com</a>
Jintao Li	9176608148	<a href="mailto:482enigma@gmail.com">482enigma@gmail.com</a>
Yumei Hao	8572939190	<a href="mailto:shannonh19@protonmail.com">shannonh19@protonmail.com</a>

Vendor Creditors:

Vendor	Address	Balance
Weddle Law PLLC	250 West 55th Street, 30th Floor New York NY 10019 US	\$ 7,591.50
Virtlaw, PLLC	1999 Bryan St. Suite 900 Dallas, Texas 75201	\$ 10,512.00
6040 L.L.C		\$ 11,696.66

<sup>4</sup> This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

<sup>5</sup> Names are being withheld for confidentiality purposes

	6040 Kennedy Blvd E, L3 West New York NJ 07093 US		
Jackson Lewis PC	1133 Westchester Ave Suite S125 West Harrison NY 10604 US	\$	3,675.00
Jackson Lewis PC	1133 Westchester Ave Suite S125 West Harrison NY 10604 US	\$	3,675.00
Asset Panda	PO Box 679157 Dallas TX 75267 US	\$	766.62
SAGE IT, Inc	3535 Victory Group Way, Bldg. #4 Frisco TX 75034 USA	\$	11,200.00
Grubhub	P.O. Box 71649 Chicago IL 60694-1649 USA	\$	2,697.88
HCHK Property Management Inc	500 West Putnam Avenue Suite 400 Greenwich CT 06830 US	\$	51,000.00
Fabre Technologies LLC	27 Horseneck Rd, Suite 220 Fairfield NJ 07004 US	\$	396.00
6040 L.L.C	6040 Kennedy Blvd E, L3 West New York NJ 07093 US	\$	11,666.66
SAGE IT, Inc	3535 Victory Group Way, Bldg. #4 Frisco TX 75034 USA	\$	12,880.00
Amazon Web Services (AWS)	PO BOX 84023 Seattle WA 98124-8423 US	\$	600.56
Grubhub	P.O. Box 71649 Chicago IL 60694-1649 USA	\$	4,165.96



Empire BlueCross	PO Box 11792 Newark NJ 07101-4792 USA	\$	52,912.22
ECF Data	4775. S Durango Drive, Suite 106 Las Vegas NV 89147 PO BOX 84023	\$	9,600.17
Amazon Web Services (AWS)	Seattle WA 98124-8423 US	\$	0.30
6040 L.L.C	6040 Kennedy Blvd E, L3 West New York NJ 07093 US	\$	11,666.66

**HCHK TECHNOLOGIES, INC. - LIST OF PENDING LITIGATION**<sup>6</sup>

-None known

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<sup>6</sup> This schedule may be supplemented in accordance with Section 4 of Article 2 of the New York Debtor & Creditor Law.

# **EXHIBIT C**



Schotz and described herein, to the best of my knowledge, information and belief, except as disclosed herein, neither Cole Schotz, nor any partner, including myself, counsel or associate thereof, insofar as I have been able to ascertain, has any connection with the Assignor or the Assignee that would impair the ability to serve as counsel to the Assignee in this proceeding.

4. Cole Schotz does not represent or hold any interest adverse to the Assignor or the Assignee with respect to the matters on which Cole Schotz is to be employed. Further, to the best of my knowledge, Cole Schotz does not have any adverse interest with any of the Assignor's creditors or other parties in interest, or their respective attorneys or accountants.

5. Cole Schotz, its partners, counsel and associates:

- a) are not creditors (as that term is described in the New York Debtor & Creditor Law), equity security holders or insiders of the Assignor;
- b) are not directors, officers or employees of any of the Assignor; and
- c) do not have an interest materially adverse to the interests of the Assignor or the Assignee or to any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Assignor, or for any other reason.

6. On a going forward basis, Cole Schotz and I will periodically review our files during the pendency of this proceeding to ensure that no conflicts or other disqualifying circumstances exist or arise and will disclose any and all facts that may have a bearing on whether Cole Schotz has an interest that is adverse to the Assignor, the Assignee, the creditors or equity interest holders, or other parties-in-interest.

7. Despite the efforts described above to identify and disclose my connections with parties-in-interest in this proceeding, neither I nor Cole Schotz is able to state with absolute certainty that every client relationship or other connection has been disclosed. In this regard, if

either I or Cole Schotz discover any additional information that requires disclosure, a supplemental disclosure will be filed promptly with the Court.

### **SERVICES TO BE RENDERED**

8. Cole Schotz has more than 150 lawyers located primarily in the northeastern United States, including in New York and New Jersey. Cole Schotz has extensive experience in hundreds of cases representing Chapter 11 debtors, creditor committees, trustees, other fiduciaries, secured creditors, unsecured creditors and other parties in bankruptcy and insolvency cases and related litigation.

9. The Assignee seeks approval pursuant to section 21 of the New York Debtor & Creditor Law to employ and retain Cole Schotz as his general counsel in connection with the assignment for the benefit of creditors for the Assignor, and to perform such services as generally described in the Application. The Assignee selected my firm as the Assignee's attorneys because, as stated above, the attorneys who will work on this matter have significant experience in the field of debtors' protections and creditors' rights in complex business reorganizations, restructurings, out of court workouts and liquidation proceedings in New York and other states. As a result, Cole Schotz is well qualified to act as counsel for the Assignee.

### **PROFESSIONAL COMPENSATION**

10. Subject to annual adjustments, in accordance with the firm's billing practices, the rates to be charged by Cole Schotz for services to be rendered to the Assignee shall be the same rates charged to other clients, which currently range from \$245 to \$410 for paralegals, \$325 to \$685 for associate attorneys, \$575 to \$730 for special counsel and \$485 to \$1,200 for partners. Cole Schotz will charge the Assignee hourly rates consistent with the rates it charges in other matters of this type. Cole Schotz is aware of the cost of legal services and will assign projects in this proceeding to professionals whose experience and hourly billing rate most appropriately match

the expertise required to perform the services requested by the Assignee or required by the Court. My hourly rate is \$950.00. Ryan T. Jareck, another partner at the firm, has an hourly rate of \$695.00.

11. It is Cole Schotz's policy to charge its clients for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things photocopying, witness fees, travel expenses, filing and recordation fees, long distance telephone calls, postage, express mail and messenger charges, computerized legal research charges and other computer services and telecopier charges. Cole Schotz will charge the Assignee for these expenses in a manner and at rates consistent with those it generally charges its other clients and in accordance with the New York Debtor & Creditor Law.

12. No promises have been made to or received by Cole Schotz nor by any partner, counsel or associate thereof as to compensation in connection with this matter.

Pursuant to N.Y.C.P.L.R. § 3021, I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 9, 2023  
New York, New York

Respectfully submitted,

**COLE SCHOTZ P.C.**

By:



Warren A. Usatine, Esq.

Ryan T. Jareck, Esq.

1325 Avenue of the Americas

19<sup>th</sup> Floor

New York, NY 10019

(212) 752-8000

[wusatine@coleschotz.com](mailto:wusatine@coleschotz.com)

[rjareck@coleschotz.com](mailto:rjareck@coleschotz.com)

*Proposed Counsel to the Assignee,  
Brian Hofmeister*



# **EXHIBIT D**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

In the Matter of the General Assignment for the  
Benefit of Creditors of:

Index No. 510008/2023

HCHK TECHNOLOGIES, INC.,

Assignor,

- to -

BRIAN W. HOFMEISTER, ESQ.,

Assignee.

**DECLARATION OF SARI B. PLACONA, ESQ., IN SUPPORT OF THE APPLICATION  
OF BRIAN W. HOFMEISTER, AS ASSIGNEE, FOR AN ORDER APPROVING  
RETENTION OF MCMANIMON, SCOTLAND & BAUMANN, LLC AS ASSIGNEE'S  
SPECIAL COUNSEL**

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SARI B. PLACONA, under penalty of perjury, hereby declares as follows:

1. I am an attorney and partner of McManimon, Scotland & Baumann, LLC (“**MSB**”), which firm maintains offices for the practice of law at 75 Livingston Avenue, Roseland, New Jersey, and 80 Pine Street, 10<sup>th</sup> Floor, New York, New York 10005. I am duly admitted and in good standing to practice law in the state of New York, and I am authorized to make this Declaration on behalf of MSB.

1. I submit this Declaration in support of the Assignee's application (the "**Application**"),<sup>1</sup> to retain MSB as his special counsel. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

### **DISINTERESTEDNESS**

2. MSB represents the Assignor having commenced its employment shortly before the filing of the Assignment for the Benefit of Creditors (“ABC”). MSB did not have a prior relationship with the Assignor. MSB provided legal advice to the Assignor regarding the filing of the ABC and issues related thereto. Thus, it is familiar with company’s financial affairs and related items, however, it never served as general counsel or was ever employed by the Assignor until shortly before the filing of the ABC. MSB addressed and continues to address certain subpoenas served upon the Assignor. If its retention for the Assignee is approved, it will continue to handle the subpoenas and related issues and work conjunctively with counsel for the Assignee. Further, MSB will serve on other matters as directed by the Assignee. MSB will supplement this Declaration if any conflict issues arise.

### **SERVICES TO BE RENDERED**

3. MSB seeks approval pursuant to section 21 of the New York Debtor and Creditor Law to be employed as Assignee’s special counsel in connection with the assignment for the benefit of creditors of the Assignor, and to perform such services as generally described in the Application and below.

4. MSB was selected as special counsel because its partners have outstanding credentials and have specialized in complex business litigation in New York for twenty years. In addition, MSB possesses extensive expertise and experience in complex commercial litigation proceedings in New York. In addition, MSB possesses certain institutional knowledge as it relates the Assignor and the filing of the ABC.

5. Subject to this Court’s approval, MSB will render professional services to the Assignee, which may include, but will not be limited to:

- (a) Pursuing potential preferential claims made within the four months of the Assignment and/or other claims including fraudulent conveyances;
- (b) Assisting the Assignee in addressing certain subpoenas served upon the Assignor by Luc Despins, Chapter 11 Trustee in the Kwok Bankruptcy Case<sup>2</sup>;
- (c) Communicate with the Assignee relating to the Assignors and the Kwok Bankruptcy Case; and
- (d) Performing other necessary legal services and providing other necessary legal advice to the Assignee in connection with this Assignment.

### **PROFESSIONAL COMPENSATION**

6. MSB shall be compensated on an hourly fee basis for general legal work and on a reduced hourly/contingent fee basis for preference and fraudulent conveyance actions. For preference and fraudulent conveyance actions, MSB shall be compensated at a reduced rate of \$300 hourly plus a twenty-five percent (25%) contingency fee on any amounts collected on preference and/or fraudulent conveyance actions. MSB's hourly legal rates range from \$150 to \$325 for associates and \$350 to \$695 for members/partners. Paralegals shall be billed at their normal hourly rate of \$235 hourly.

7. MSB has not received any payment in this case or made any agreement regarding payment in connection with this case, except as set forth above.

Pursuant to New York C.P.L.R. § 3021, I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 9, 2022

  
SARI B. PLACONA

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<sup>2</sup> In re Ho Wan Kwok pending in the United States Bankruptcy Court, District of Connecticut, Case No. 22-50073.

# **EXHIBIT E**



**DISINTERESTEDNESS**

3. In connection with the preparation of this Affidavit, both I and DLA conducted a review of our contacts, if any, with the Assignor and certain entities holding claims against or interests in the Assignor. Based on the results of the review conducted to date, to the best of my knowledge, information and belief, except as disclosed herein, neither DLA, nor any partner, including myself, or associate thereof, insofar as I have been able to ascertain, has any connection with the Assignor or the Assignee that would impair the ability to serve as the financial advisor to the Assignee in this proceeding.

4. DLA does not represent or hold any interest adverse to the Assignor or the Assignee with respect to the matters on which DLA is to be employed. Further, to the best of my knowledge, DLA does not have any adverse interest with any of the Assignor's creditors or other parties-in-interest, or their respective professionals.

5. DLA, its partners and associates:

- a) are not creditors (as that term is described in the New York Debtor & Creditor Law), equity security holders or insiders of the Assignor;
- b) are not directors, officers or employees of the Assignor; and
- c) do not have an interest materially adverse to the interests of the Assignor or the Assignee or to any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Assignor, or for any other reason.

6. On a going forward basis, DLA and I will periodically review our files during the pendency of this proceeding to ensure that no conflicts or other disqualifying circumstances exist or arise and will disclose any and all facts that may have a bearing on whether DLA has an interest that is adverse to the Assignor, the Assignee, the creditors or equity interest holders, or other parties-in-interest.

7. Despite the efforts described above to identify and disclose my connections with parties-in-interest in this proceeding, neither I nor DLA is able to state with absolute certainty that every client relationship or other connection has been disclosed. In this regard, if either I or DLA discover any additional information that requires disclosure, a supplemental disclosure will be filed promptly with the Court.

### **SERVICES TO BE RENDERED**

8. DLA has 135 professionals located primarily in the northeastern United States, including in New York and New Jersey. DLA has extensive experience in over a thousand cases as a financial advisor and/or forensic accounting expert.

9. The Assignee seeks approval pursuant to section 21 of the New York Debtor & Creditor Law to employ and retain DLA as his financial advisor in connection with the assignment for the benefit of creditors for the Assignors, and to perform such services as generally described in the Application. The Assignee selected my firm as the Assignee's financial advisor because, as stated above, the professionals who will work on this matter have significant experience in financial advisory, forensic accounting, asset tracing and valuation proceedings in New York and other states. As a result, DLA is well qualified to act as the financial advisor for the Assignee.

### **PROFESSIONAL COMPENSATION**

10. Subject to annual adjustments, in accordance with the firm's billing practices, the rates to be charged by DLA for services to be rendered to the Assignee shall be the same rates charged to other clients, which currently range from \$130 to \$205 for paraprofessionals, \$320 to \$465 for staff through Managing Directors and \$500 to \$550 for partners. DLA will charge the Assignee hourly rates consistent with the rates it charges in other matters of this type. DLA is aware of the cost of financial advisor services and will assign projects in this proceeding to professionals whose experience and hourly billing rate most appropriately match the expertise

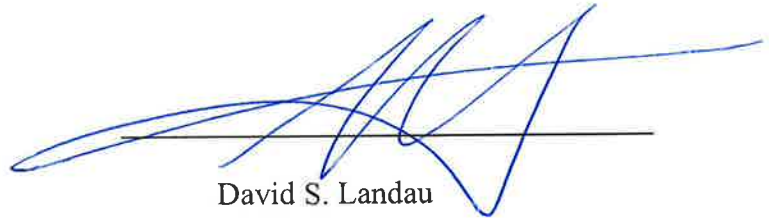


required to perform the services requested by the Assignee or required by the Court. My hourly rate is \$550.00. David Smith, another partner at the firm, has an hourly rate of \$500.00.

11. It is DLA's policy to charge its clients for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, travel expenses, postage, express mail and messenger charges, and copy charges. DLA will charge the Assignee for these expenses in a manner and at rates consistent with those it generally charges its other clients and in accordance with the New York Debtor & Creditor Law.

12. No promises have been made to or received by DLA nor by any partner or associate thereof as to compensation in connection with this matter.

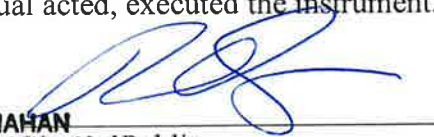
Pursuant to CPLR § 3021, I declare under penalty of perjury that the foregoing is true and correct.



David S. Landau

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK    )

On the 10<sup>th</sup> day of May in the year 2023 before me, the undersigned, personally appeared David S. Landau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within affidavit and acknowledged to me that he executed the same in his capacity, and that by his signature on the affidavit, the individual, or the person upon behalf of which the individual acted, executed the instrument.



**NOLAN E. SHANAHAN**  
Notary Public, State of New York  
No. 02SH5050730  
Qualified in New York County  
Commission Expires June 6, 2026

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

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In the Matter of the General Assignment for the  
Benefit of Creditors of:

**INDEX NO. 510008/2023**

HCHK TECHNOLOGIES, INC.,

Assignor,

- to -

BRIAN HOFMEISTER,

Assignee.

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**ORDER TO SHOW CAUSE WHY AN ORDER SHOULD NOT BE ENTERED (I) COMMENCING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS FOR HCHK TECHNOLOGIES, INC.; (II) AUTHORIZING AND DIRECTING ASSIGNEE TO POST A BOND AND IMPLEMENT FURTHER SECURITY; (III) APPROVING THE RETENTION OF COLE SCHOTZ P.C., AS GENERAL COUNSEL NUNC PRO TUNC TO MARCH 22, 2023; (IV) APPROVING THE RETENTION OF MCMANIMON, SCOTLAND & BAUMANN, LLC, AS SPECIAL COUNSEL NUNC PRO TUNC TO APRIL 20, 2023; (V) APPROVING THE RETENTION OF DLA, LLC AS FINANCIAL ADVISOR NUNC PRO TUNC TO MAY 1, 2023; (VI) AUTHORIZING THE ASSIGNEE TO CONDUCT THE BUSINESS OF THE ASSIGNOR FOR A LIMITED PERIOD; AND (VIII) DIRECTING THE PROCEDURAL CONSOLIDATION AND JOINT ADMINISTRATION OF THIS PROCEEDING WITH CERTAIN AFFILIATED CASES UNDER A CONSOLIDATED CAPTION**

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NOLAN E. SHANAHAN, ESQ.

WARREN A. USATINE, ESQ.

RYAN T. JARECK, ESQ.

**Cole Schotz P.C.**

1325 Avenue of the Americas, 19<sup>th</sup> Floor

New York, New York 10019

(212) 752-8000

Attorneys for Assignee, *Brian W. Hofmeister, Esq.*

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