THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.* VERITY INVESTIGATIONS, LLC,

Plaintiff and Relator,

-against-

ALICE + OLIVIA, LLC,

Defendant.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

ALICE + OLIVIA, LLC,

Defendant.

24 Civ. 5038 (AT)

[PROPOSED] STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal ("Stipulation") is entered into by and among (i) plaintiff the United States of America (the "Government" or "United States"), by its attorney, Jay Clayton, the United States Attorney for the Southern District of New York, and on behalf of the United States Small Business Administration (the "SBA"), (ii) the relator Verity Investigations, LLC ("Relator"), by their authorized representatives; and (iii) Alice

+ Olivia, LLC ("Alice + Olivia" or "Defendant" and collectively with the Government and Relator, the "Parties"), by their authorized representatives;

WHEREAS, Alice + Olivia is a company headquartered in Secaucus, New Jersey, that operates clothing stores in New York City and in numerous other cities across the world;

WHEREAS, the Paycheck Protection Program ("PPP") was established pursuant to the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, which was enacted in March 2020 and was designed to provide emergency financial assistance to millions of Americans suffering economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to small businesses for employee payroll and certain other expenses through the PPP. To obtain a PPP loan, a qualifying business was required to submit a PPP loan application, which is signed by an authorized representative of the business. The loan application requires the business—through its authorized representative—to acknowledge the PPP program's rules and make certain affirmative certifications regarding its eligibility to obtain the PPP loan. Following the lender approvals of loan applications, the participating lenders funded the loans, which were 100% guaranteed by the SBA;

WHEREAS, on May 21, 2020, an Interim Final Rule was published that clarified that employees of foreign affiliates were to be included when a borrower calculated their total number of employees for purposes of determining PPP loan eligibility;

WHEREAS, in early 2021, the SBA permitted qualifying businesses that received an initial PPP loan to apply for a second PPP loan (a "Second-Draw PPP loan"). As with the initial PPP loan application, a qualifying business was required to make certain affirmative certifications regarding its eligibility to obtain a Second-Draw PPP loan, and to provide, among other things, its number of employees. In addition to other criteria, to be eligible for a Second-Draw PPP loan, a business generally could have no more than 300 employees, including the employees of its domestic and foreign affiliates;

WHEREAS, on or about July 2, 2024, Relator filed a complaint under the *qui tam* provisions of the False Claims Act ("FCA"), 31 U.S.C. § 3729 *et seq.*, against Defendant alleging, *inter alia*, that it violated the FCA by submitting a Second-Draw PPP loan application with material misstatements regarding the number of its employees (the "Relator Complaint");

WHEREAS, the United States alleges that Alice + Olivia violated the FCA by knowingly, presenting and making, or causing to be presented and made, false claims and statements in connection with its submission of a Second-Draw PPP loan and forgiveness applications. Specifically, the United States alleges that Alice + Olivia falsely reported that it had 293 employees at the time it applied for its Second-Draw PPP loan, when in fact Alice + Olivia (together with its domestic and foreign affiliates) employed greater than 300 persons and was thus ineligible for the Second-Draw PPP Loan. The United States also alleges that in connection with its application for loan forgiveness, Alice + Olivia falsely reported that it had 271 employees at the time it applied for its Second-Draw PPP loan, when in fact it employed greater than 300 persons. The conduct described in this Paragraph is the "Covered Conduct" for purposes of this Stipulation;

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing a Notice of Election to Intervene and a Complaint-In-Intervention in the above-referenced *qui tam* action (the "Government Complaint"), in which it asserts claims against Defendant under the FCA and common law for the Covered Conduct;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendant in the Government Complaint and the Relator Complaint for the Covered Conduct;

NOW, THEREFORE, upon the Parties' agreement, IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court's exercise of personal jurisdiction over each of them.

2. Defendant admits, acknowledges, and accepts responsibility for the following conduct (the "Admitted Conduct"):

a. On or about January 21, 2021, Alice + Olivia submitted, through its authorized representative, an application for a Second-Draw PPP loan to a financial institution. Alice & Olivia was approved for and received a Second-Draw PPP loan for $2,000,000. On or about February 9, 2022, Alice + Olivia, through its authorized representative, applied for and received full forgiveness of its Second-Draw PPP loan.

b. Alice + Olivia stated in its Second-Draw PPP loan application that it had 293 employees, when in fact Alice + Olivia (together with its domestic and foreign affiliates) had more than 300 employees. Alice + Olivia also certified, among other things, that it was eligible to receive the loan and that the information provided in its application and supporting documents was true and accurate in all material respects.

c. Alice + Olivia stated in its PPP loan forgiveness application that it had 271 employees at the time it applied for its Second-Draw PPP Loan, when in fact Alice + Olivia (together with its domestic and foreign affiliates) had more than 300 employees. Alice + Olivia again certified, among other things, that the information provided in its application and supporting documents was true and correct in all material respects.

d. As a result of these misrepresentations, Alice + Olivia received a $2,000,000 Second-Draw PPP loan, when in fact Alice + Olivia was ineligible to receive such a loan due to the total number of individuals employed by Alice + Olivia and its affiliates.

3. Defendant shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 27) the sum of $3,200,000, plus interest which shall be compounded annually at a rate of 3.77% accruing from November 12, 2025, to the date of the payment (the "Settlement Amount"), in accordance with instructions to be provided by the

Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York. Of the Settlement Amount, $2,084,111.11 constitutes restitution to the United States.

4. Defendant agrees to cooperate fully and truthfully with the Government's investigation of entities and individuals not released in this Stipulation. Upon reasonable notice, Defendant shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendant further agrees to furnish to the Government, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed on its behalf by another.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 10 (concerning default), and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned upon Defendant's full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the Government pursuant to Paragraph 3 above, the Government releases Defendant, including its subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the Government has for the Covered Conduct under the FCA, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendant from liability of any kind.

6. Defendant fully and finally releases the Government, its agencies, officers, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendant has asserted, could have asserted, or may

assert in the future against the Government, its agencies, officers, employees, servants, or agents related to the Covered Conduct and the Government's investigation, prosecution, and settlement thereof.

7. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 10 (concerning default), and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned on timely payment by Defendant of the full Settlement Amount pursuant to Paragraph 3 above, Relator, for itself and its successors, attorneys, agents, and assigns, releases Defendant, including its subsidiaries and corporate predecessors, successors, and assigns, as well as all of Defendant's current and former officers, directors, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Defendant related to or arising from Relator's Complaint, provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover its reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

8. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 7 above, Defendant, including its subsidiaries, predecessors, and corporate successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release Relator and its successors, attorneys, agents, and assigns, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendant has against Relator related to or arising from the Relator Complaint.

9. Notwithstanding the releases given in Paragraph 5 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

a. any liability arising under Title 26, United States Code (Internal Revenue Code);

b. any criminal liability;

c. except as explicitly stated in this Stipulation, any administrative liability or enforcement right, including the suspension and debarment rights of any federal agency;

d. any liability to the Government (or its agencies) for any conduct other than the Covered Conduct;

e. any liability based upon obligations created by this Stipulation; and

f. any liability of individuals.

10. Defendant shall be in default of this Stipulation if Defendant fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if it fails to comply materially with any other term of this Stipulation that applies to it ("Default"). The Government shall provide written notice to Defendant of any Default in the manner set forth in Paragraph 26 below. Defendant shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Stipulation up to the date of payment. If Defendant fails to cure the Default within seven (7) calendar days of receiving the Notice of Default ("Uncured Default"), interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance). In the event of an Uncured Default, Defendant shall agree to the entry of a consent judgment in favor of the United States against Defendant in the amount of the Settlement Amount as attached hereto as Exhibit A. Defendant also agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendant in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Defendant for the claims that would otherwise be covered by the releases provided in Paragraph 5, with any recovery reduced by the

amount of any payments previously made by Defendant to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendant and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Defendant agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendant waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that (i) are filed by the United States against Defendant within 120 days of written notification that this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on July 2, 2024. Defendant agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

11. Defendant, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agrees that it shall not, through its attorneys, agents, officers, or employees, make any public statement, including but not limited to, any statement in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a "Contradictory Statement"). Any Contradictory

Statement by Defendant, its attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 10 of this Stipulation, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Defendant that it has determined that Defendant has made a Contradictory Statement. Upon receiving notice from the Government, Defendant may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Defendant learns of a potential Contradictory Statement by its attorneys, agents, officers, or employees, Defendant must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Defendant for the purpose of this Stipulation, or whether Defendant adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government. Consistent with this provision, Defendant may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

12. Relator and its successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator further agrees and affirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

13. Defendant waives and shall not assert any defenses it may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action.

14. In exchange for valuable consideration provided in this Stipulation, Defendant acknowledges the following:

a. Defendant has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendant, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendant was or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

e. If Defendant's obligations under this Stipulation are avoided for any reason (including but not limited to through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Defendant or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendant's debts, or to adjudicate

Defendant as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendant or for all or any substantial part of Defendant's assets:

(1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendant for the claims that would otherwise be covered by the releases provided in Paragraph 5;

(2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendant in the amount of $3,200,000, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendant, a receiver, trustee, custodian, or other similar official for Defendant; and

(3) if any payments are avoided and recovered by Defendant, a receiver, trustee, custodian, or similar official for Defendant, the Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator.

f. Defendant agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14(e) above is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Defendant shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendant waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendant that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on July 2, 2024.

15. Defendant agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Defendant and its present or former officers, directors, employees, shareholders, and agents in connection with: (i) the matters covered by this Stipulation; (ii) the United States' civil investigation(s) of the matters covered by this Stipulation; (iii) Defendant's investigation, defense, and corrective actions undertaken in response to the United States' civil investigation(s) in connection with the matters covered by this Stipulation (including attorneys' fees); (iv) the negotiation and performance of this Stipulation; and (v) the payment Defendant makes to the United States pursuant to this Stipulation and any payments that Defendant may make to Relator, including costs and attorneys' fees, are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Defendant, and Defendant shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Defendant shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Defendant or any of its subsidiaries or affiliates from the United States. Defendant agrees that the United States, at a minimum, shall be entitled to recoup from Defendant any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Defendant's books and records and to disagree with any calculations submitted by Defendant or any of its subsidiaries or affiliates, regarding any Unallowable Costs included in payments previously sought by Defendant, or the effect of any such Unallowable Costs on the amount of such payments.

d. Nothing in this Stipulation shall constitute a waiver of the rights of the Government to audit, examine, or re-examine Defendant's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing

in this Stipulation shall preclude Relator from seeking to recover its expenses or attorneys' fees and costs from Defendant, pursuant to 31 U.S.C. § 3730(d).

18. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

19. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

20. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations, or statements shall be considered part of this Stipulation.

22. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.

23. This Stipulation is binding on Defendant's successors, transferees, and assigns.

24. This Stipulation is binding on Relator's successors, transferees, and assigns.

25. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in

PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

26. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Rebecca Salk
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
rebecca.salk@usdoj.gov

TO ALICE + OLIVIA:

Alan Brudner
Katten Muchin Rosenman LLP
50 Rockefeller Plaza
New York, New York 10020
Alan.brudner@katten.com

TO RELATOR:

Stephen Shackelford
Steven M. Shepard
Susman Godfrey L.L.P.
One Manhattan West, 50th Floor
New York, NY 10001
sshackelford@susmangodfrey.com
sshepard@susmangodfrey.com

27. The effective date of this Stipulation is the date upon which it is approved by the Court (the "Effective Date").

Agreed to by:

THE UNITED STATES

Dated: January 21, 2026

JAY CLAYTON
United States Attorney for the
Southern District of New York

By: ______________________
REBECCA L. SALK
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2614
Attorney for the United States

DEFENDANT

Dated: January 21, 2026

ALICE + OLIVIA, LLC

By: ______________________
Mark J. Koda
Chief Financial Officer

KATTEN MUCHIN ROSENMAN LLP

By: ______________________
Alan Brudner
Katten Muchin Rosenman LLP
50 Rockefeller Plaza
New York, New York 10020
Alan.brudner@katten.com
Attorneys for Defendant

RELATOR

Dated: January 22, 2026

VERITY INVESTIGATIONS, LLC

Gregory Lynam
Relator

Dated: January 22, 2026

SUSMAN GODFREY L.L.P

By: ________________________

Stephen Shackelford
Steven M. Shepard
Susman Godfrey L.L.P.

One Manhattan West, 50th Floor
New York, NY 10001
sshackelford@susmangodfrey.com
sshepard@susmangodfrey.com
Attorneys for Relator

SO ORDERED:

____

HON. ANALISA TORRES
UNITED STATES DISTRICT JUDGE

Dated: ___________, 2026

Ex. A

THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.* VERITY INVESTIGATIONS, LLC,

Plaintiff and Relator,

-against-

ALICE + OLIVIA, LLC,

Defendant.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

ALICE + OLIVIA, LLC,

Defendant.

24 Civ. 5038 (AT)

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and Defendant Alice + Olivia, LLC, it is hereby

ORDERED, ADJUDGED and DECREED that Plaintiff the United States of America is awarded judgment in the amount of $3,200,000.00 against Alice + Olivia, LLC, as well as post-judgment interest at the rate of 12% per annum compounded daily.

Agreed to by:

THE UNITED STATES

Dated: January 21, 2026

JAY CLAYTON
United States Attorney for the
Southern District of New York

By: ______________________________
REBECCA L. SALK
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2734
Attorney for the United States

DEFENDANT ALICE + OLIVIA, LLC

Dated: January 21, 2026

ALICE + OLIVIA, LLC

By: ______________________________
Mark J. Koda
Chief Financial Officer

KATTEN MUCHIN ROSENMAN LLP

By: ______________________________

Alan Brudner
Katten Muchin Rosenman LLP
50 Rockefeller Plaza
New York, New York 10020
Alan.brudner@katten.com
Attorneys for Defendant

SO ORDERED:

____
HON. ANALISA TORRES
UNITED STATES DISTRICT JUDGE

Dated: ____________, 2026