

1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF NEW YORK - CIVIL TERM - PART 53
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3 SJI RENEWABLE ENERGY VENTURES, LLC,
4 SJI RNG DEVCO, LLC, and RED RIVER RNG, LLC,
-against-

5 REV LNG LLC, REV LNG HOLDINGS, LLC,
6 E. DAVID KAILBOURNE, and JACOB DIGEL,
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7 Index # 652453/2025 PROCEEDINGS
8 60 Centre Street
9 New York, New York 10007
July 28, 2025

10 B E F O R E:

11 HONORABLE ANDREW BORROK,
12 Supreme Court Justice.

13 A P P E A R A N C E S:

14 SKADDEN ARPS SLATE MEAGHER & FLOM, LLP
15 Four Times Square
16 New York, New York 10036
17 BY: ELIZABETH HELLMANN, ESQ.
JENNIFER PERMESLY, ESQ.
Attorneys for Plaintiff
18 NIXON PEABODY, LLP
19 50 Jericho Quadrangle
Jericho, New York 11753
20 BY: CHRISTOPHER MASON, ESQ.
21 PAUL DOWNS, ESQ.
Attorneys for Defendants
22 REV LNG Holdings, LLC and
E. David Kailbourne and Jacob Digel

23 (Continued next page.)
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A P P E A R A N C E S: (Continued)

BLANK ROME
One Logan Square
130 North 18th Street
Philadelphia, PA 19103

BY: JASON SNYDERMAN, ESQ.
HEIDI CRIKELAIR, ESQ.
Attorneys for REV LNG, LLC

DEBORAH A. ROTHROCK, RPR
Official Court Reporter

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THE COURT: SJI Renewable Energy. 652453/2025.

Your appearances please.

MS. HELLMANN: On behalf of SJI, Elizabeth Hellmann and Jennifer Permesly of Skadden Arps.

MR. MASON: Christopher Mason, Nixon Peabody. I represent for Defendant REV LNG Holdings, LLC and the two individual Defendants, E. David Kailbourne, and Jacob Digel; also my partner Paul Downs, although not in the same physical locations today.

MR. SNYDERMAN: I am Jason Snyderman from Blank Rome. I represent REV LNG LLC, the company defendant in the action and my partner Heidi Crikelair, C-R-I-K-E-L-A-I-R, Heidi is online from Blank Rome.

THE COURT: Okay. As an initial question for the lawyers from Skadden. Has Christopher Mawyer taken any part of the work on this case?

MS. HELLMANN: No, your Honor.

THE COURT: Okay. I'm going to disclose to the other lawyers who Christopher is. He's a former law clerk who is working at Skadden Arps. He is still, I think within the time period in which I would need to ask that question. So I'm just going to ask the lawyers from Skadden Arps if they than on even touring I don't know if he's still at Skadden Arps. If he is, is he still being walled off from

1 consideration of this case, or will he been working on this
2 case?

3 MS. HELLMANN: We're checking actually to see if he
4 still remains at Skadden. The name is not familiar to me.

5 MS. PERMESLY: He doesn't appear to be on the
6 website; is it Moyer?

7 THE COURT: M-A-W-Y-E-R.

8 MS. PERMESLY: We can confirm he has taken no part
9 in the matter at all up-to-date, he's an associate. We'll
10 certainly be happy to set up an official wall to make sure
11 we have no issues in the future, but no involvement to date.

12 THE COURT: Great. You will need to do that,
13 otherwise I will need to step aside. So I'm going to assume
14 that you are doing that and that is fine.

15 Do any of the lawyers want to be heard on the
16 point, or does that satisfy any concerns. It is about a
17 year and-a-half since, maybe close to two years, I'm not
18 sure when he was in chambers. My current crop of law clerks
19 are finishing their clerkships and they have been here since
20 at least last August; so it's at least that time period and
21 I think before that. I don't remember exactly his last day
22 of employment in the Court System.

23 I will say, for the record, that I do have other
24 cases with Skadden and he's been screened off from those
25 other cases. Robert Fumerton and Scott Musoff are generally

1 the lawyers on the other cases because they're security
2 related cases. Although I don't know if I have other
3 Skadden cases, I probably do, it is a big place.

4 MR. MASON: For us, I believe Skadden is a big
5 place, I accept the representation, no problem, they will
6 wall him off.

7 MR. SNYDERMAN: Likewise, from my perspective too.

8 THE COURT: All right.

9 The TRO, I'm all ears. I did a structure chart
10 before you guys got here, let's get going.

11 MS. HELLMANN: Your Honor, we're here today about
12 the termination of David Kailbourne as Chief Executive
13 Officer of a company called REV LNG, LLC. That company is a
14 limited liability company located in Upstate New York, it
15 has two members;

16 My client SJI Renewable Energy Ventures is a
17 minority member and it has a 35 percent interest.

18 SJI has three managers on the Board of Managers.
19 The other member, REV Holdings is the majority member, it
20 has a 65 percent ownership. REV Holdings has four managers
21 on Board of Managers.

22 David Kailbourne was the CEO of REV LNG, until the
23 SJI managers terminated him. He's also a manager of REV LNG
24 and he's also the CEO of REV Holdings.

25 THE COURT: He is the majority shareholder of REV

1 Holdings too.

2 MS. HELLMANN: Yes, the largest shareholder of the
3 majority shareholder.

4 THE COURT: Right.

5 MR. HELLMANN: He has never had an appointment
6 contract with REV LNG and was an at-will employee.

7 SJI invested in REV LNG in September of 2020.
8 Following SJI's investment in REV LNG loaned massive amounts
9 of money to REV LNG, over \$1 million, provided with
10 significant corporate opportunities. Yet REV LNG has never
11 met the financial performance forecasted by Mr. Kailbourne
12 for the company for any year.

13 In addition to the disappointing financial results,
14 Mr. Kailbourne has not proven himself to be a competent
15 manager or steward of SJI's capital;

16 Among other things, there was no business plan for
17 the company for this year until June and that business plan
18 was only approved over the SJI managers objection and
19 without providing the information they had requested.
20 There's never been an approved budget since 2022 and there
21 is no capital plan in place and no plan to make a capital
22 plan.

23 In addition, the company's financials are required
24 to be audited under the LLCA, the Operating Agreement for
25 the company. For fiscal year 2023, Mr. Kailbourne, and the

1 other REV Holdings manager, unilaterally waived the audit
2 requirement over SJI's objections, presumably they did not
3 want anyone questioning REV Holdings claimed to pay the
4 EBITA for 2023;

5 Now, it is uncontroverted that both 2023 and 2024
6 are being audited and the company has admitted that 2023
7 must be restated.

8 Mr. Kailbourne also has not been a good partner and
9 has betrayed SJI's trust. As some examples, over the
10 objection of SJI, setting reserves for the company or
11 repaying its considerable debt, REV LNG distributed tens of
12 millions of dollars in cash to its members, of which Mr.
13 Kailbourne received a third of the cash that went to REV
14 Holdings.

15 In addition, in the wading hours of 2023, without
16 informing the board, and certainly without informing SJI,
17 Mr. Kailbourne sold an asset called Hamlin and Quantum in
18 violation of SJI's contractual rights. The Defendants now
19 take the position that regardless of whether that sale was
20 lawful or not, SJI cannot question it, claiming that as an
21 accounting matter it was locked-in for 2023.

22 For the most part, Mr. Kailbourne and other
23 managers appointed by the RH member, have been able to run
24 REV LNG as Mr. Kailbourne directed because they have four
25 out of the seven managers. However, under the company's

1 Operating Agreement, there are certain Board actions that
2 require more than a majority vote.

3 So the company's Operating Agreement is the LLCA;
4 and under the LLCA there are certain Board actions that
5 require more than the majority vote. And there are certain
6 actions called interested member matters, in which the
7 members appointed by one member are excluded from voting;

8 One of those interested member matters is the
9 hiring and dismissal of executives of REV LNG who are
10 employed by, or otherwise affiliated with a member. Mr.
11 Kailbourne is both the CEO of REV Holdings, and is also its
12 largest shareholder, that makes his hiring and dismissal an
13 interested member matter. This interested member provision
14 is an important minority shareholder objection for SJI, in
15 the context of an LLC, where there's an overlap between the
16 majority member and the management of the company.

17 On June 17th a core board meeting was held after
18 the in-house counsel and secretary had given SJI managers
19 the runaround and all sorts of excuses in an attempt to
20 delay for holding a meeting;

21 At that meeting, all SJI managers voted in favor of
22 terminating Mr. Kailbourne. Under the LLCA, that is
23 sufficient to remove Mr. Kailbourne as CEO of REV LNG,
24 despite that termination as CEO, he remains a manager of a
25 company.

1 Following the board meeting, the SJI managers wrote
2 to the company to confirm that it was taking all of the
3 necessary steps to terminate him. An exchange of letters
4 ensued.

5 On July 17th, SJI gave notice that unless the
6 company confirmed, that it would take steps to effect the
7 termination by July 18th, it would take legal action.

8 On July 18th company refused to affect the
9 termination of Mr. Kailbourne. It was clear Mr. Kailbourne
10 would not leave, and that the company's in-house counsel and
11 secretary, despite having duties to the company and both
12 members was not going to recognize SJI's legitimate board
13 action. SJI commenced this action the very next week.

14 So, your Honor, in these circumstances, where the
15 SJI Board Member managers had voted to remove Mr.
16 Kailbourne, we're asking assistance from the Court in two
17 ways:

18 One is a Preliminary Injunction restraining the
19 Defendants from ignoring SJI's contractual rights to
20 terminate David Kailbourne and restraining him from acting
21 as CEO;

22 In addition, we're seeking a TRO to maintain the
23 status quo pending the Preliminary Injunction. And that
24 would, essentially, restrain David Kailbourne from holding
25 himself out as CEO; so having signing authority, being able

1 to enter into contracts and the like.

2 We think both of these are plainly permitted under
3 the case law. We cite two cases in particular in our papers
4 Wisdom and Audubon. We think when you look at those cases
5 together, they demonstrate that the denial of contractual
6 rights such as SJI under LLCA, particularly when they are
7 bargained for minority protections, that the denial of such
8 rights give rise to irreparable harm and that such harm is
9 not compensable in monetary damages; and, moreover,
10 continuing to allow a person to continue to hold themselves
11 out in that position, when they have been terminated is also
12 dangerous and leads to irreparable harm.

13 Before I close out, I would like to also mention
14 that the parties also provided in the LLCA in Section 1513 a
15 specific performance provision and, specifically, call out
16 Section 8.1, which are the voting provisions that I had
17 referred to. That 1513 shows significant --

18 THE COURT: Just give me one second.

19 (Pausing.)

20 THE COURT: I'm looking for Section 15 of the
21 Fourth Amendment Agreement. It is in the Fourth Amendment
22 Agreement?

23 MS. HELLMANN: Yes, it is, your Honor.

24 THE COURT: Do you have a page?

25 MS. HELLMANN: It is on Page 60 of the actual

1 document on the bottom.

2 THE COURT: Okay. So, approximately, Page 68 of
3 the PDF.

4 No, it is on Page 66, I was close. Okay.
5 (Pausing.)

6 THE COURT: Section 1513 Specific Performance:

7 Each party hereto acknowledges that the provisions
8 of Section 8.1, 8.7 and Article 11 and Sections 15.12, shall
9 be specifically enforceable. It being agreed by the parties
10 that any remedy at law, including monetary damages for
11 breach of any such provision shall not be an adequate remedy
12 and that any defense, in any action, for specific
13 performance of any such provision, that a remedy at law
14 would be adequate is waived.

15 The parties seeking to enforce such provision shall
16 be entitled to recovery of all costs and expenses, including
17 reasonable attorney's fees and expenses incurred in
18 enforcing such provisions; and the 8.1 is the voting
19 section.

20 MS. HELLMANN: Yes, your Honor.

21 THE COURT: Right.

22 MS. HELLMANN: So we think this is an additional
23 confirmation of the importance that the parties put on this
24 and your Honor's ability to grant the relief that we're
25 seeking today.

1 THE COURT: Were I to grant the relief that you're
2 seeking today, who runs the day-to-day operations of the
3 company?

4 MS. HELLMANN: So we had asked-- SJI managers had
5 asked in the letters that they have written to the board
6 leading up to the board meeting, that Mr. Kailbourne's right
7 hand man, Jacob Digel, could step into that role; I also
8 asked for the company to hire an executive search firm, that
9 was, of course, now in May, that they asked for that to
10 happen, so that the company could be in a position to hire a
11 new CEO.

12 THE COURT: But you're not asking for receivership,
13 or anything like that at this time?

14 MS. HELLMANN: Not at this time, no, your Honor.

15 THE COURT: Okay. That is really what I was
16 getting at, okay.

17 Is it going to be Mr. Mason or someone else that
18 wants to talk to me?

19 MR. MASON: I will start, your Honor.

20 This is Chris Mason, Nixon Peabody, on behalf of
21 REV Holdings, the majority owner, and the two individual
22 Defendants.

23 I am going to try to give you three points that may
24 be helpful in thinking of how to resolve this particular
25 motion:

1 One is to talk about status quo, the second is to
2 talk about standard review, and third is to give you an
3 example of what is missing from this discussion right now.

4 THE COURT: Okay.

5 MR. MASON: On the status quo side. My client is
6 majority owner. And if you look at the LLC Agreement you
7 would see as typical majority owner has majority rights.

8 The thesis that Skadden advanced to you is that,
9 unlike every other majority owner situation, here the
10 minority has the authority to appoint all the officers and
11 to remove them. I don't see in those orders in this
12 Agreement;

13 The status quo today is that Mr. Kailbourne is the
14 CEO in both the improper vote by three minority members
15 cannot remove him. There could be a debate about how the
16 LLCA works and is correct, in that debate, they could seek
17 specific performance. But the status quo today is not that
18 Mr. Kailbourne has lost his job. The status quo is that he
19 remains the CEO.

20 THE COURT: So they identify certain categories of
21 decisions which they say are separate from the normal
22 decisions in terms of day-to-day operations. Could we look
23 at those provisions, which they say gives them the right as
24 a minority owner to step forward and say, we can terminate
25 you. Could we look specifically at those categories and

1 decisions?

2 MR. MASON: If you look at Schedule D to the LLC
3 Agreement, you will see items that require super majority
4 approval. That would be 70 percent vote of all the managers
5 and that schedule is nearly the last page of the LLCA.

6 THE COURT: So I've got Schedule D, Manager
7 Requirement Approval of the Super Majority.

8 You're saying this is hiring and dismissal decision
9 with respect to any key employee or officer of the company
10 and -- okay, I see that, that is number 4, right?

11 MR. MASON: Correct.

12 THE COURT: Okay.

13 MR. MASON: And I'll note for your Honor's benefit,
14 when you were told who-- you asked a question: Who would
15 run the company?

16 THE COURT: Forgot that. You have not sort of
17 explained to me why they're not allowed to remove your guy?

18 MR. MASON: Right.

19 So these decisions require super majority.

20 Their theory is that because Mr. Kailbourne, the
21 founder of the company, okay, who has always been its CEO,
22 who was the CEO when they bought into the company and at the
23 same time the CEO for REV Holdings.

24 THE COURT: I'm sorry. That doesn't matter to me
25 right now.

1 I'm asking about the interested transaction section
2 that they're talking about. And if we could look at the
3 specific section to see whether or not you get to say, hey,
4 look, you didn't have 70 percent here.

5 Could we please focus on the ball.

6 MR. MASON: Section 8.1.

7 THE COURT: Okay. Section 8.1. Let's take a look
8 at Section 8.1. Hold on second.

9 8.1 of the Agreement is?

10 MR. MASON: Page 34 of the numbered pages of the
11 Agreement.

12 THE COURT: I'm going to guess that is Page 37 of
13 the PDF and we'll see.

14 Nope. Give me one more second.

15 The management of the business affairs, the company
16 shall be vested in a Board of Managers, subject to the
17 provisions of this LLC Agreement, subject to the provisions
18 of Section 8.1(e) and Section 10.5, the Board of Managers
19 shall have authority to make and shall make all decisions
20 with respect to management, supervision and control of and
21 the determination of all management relating to the
22 ownership and operation of the business. The members shall
23 not vote their ownership percentage or membership interest
24 with respect to any matters, except as required under the
25 act.

1 You want me to go 8.1(e), is that where I go to
2 next?

3 MR. MASON: Next I think you would go to 8.1(f)
4 Interested Member Matter.

5 THE COURT: Okay. With respect to any meeting, or
6 action, or decision of the Board of Members regarding any
7 matter or action, in respective one entering into amending,
8 modifying, terminating, exercising any of the rights or
9 remedies of a company entity under, or taking any other
10 action in respect of any agreement between a company entity
11 and a member, or affiliate of a member;

12 Two, an agreement between a company entity and a
13 person, other than such interested party there places any
14 such agreement;

15 Three the exercise by the company of its rights
16 under the LLC Agreement with respect to any member or
17 foreign officers, employees, or other personnel of any
18 company employed by, or otherwise associated with a member
19 or any of its affiliates. Okay.

20 And then it says A), the member which is an
21 affiliate of such interested party, or the applicable
22 member, or in three or four shall be deemed an interested
23 member. Neither the interested member, nor the manager
24 appointed by such interested member, if any, shall be
25 entitled to vote or participate in any action or decision by

1 the Board of Managers in respect of such interested matter.

2 That sound pretty broad.

3 MR. MASON: So, your Honor, this is, in fact, a
4 provision that is broad, in the sense that if the parties
5 are both interested in this question of who is the CEO, if
6 you read it broadly, neither side can vote --

7 THE COURT: No. No. No. No. No. No --

8 MR. MASON: If you bear with me.

9 THE COURT: That is silly.

10 MR. MASON: The other silly thesis is, that the
11 majority has no control, whatsoever, over its officers and
12 its leadership.

13 THE COURT: No, that is not what she's saying
14 either.

15 She's saying, as it relates to the firing of an
16 employee, to the extent that the minority interest don't
17 agree as it relates to decisions being made by the manager
18 because they're otherwise in violation of the Agreement, you
19 can't stump on her rights. And you don't get to continue to
20 stump on her rights by saying, I control the board and you
21 don't have 70 percent of the votes. That is what she's
22 saying and she's right;

23 That is what the Agreement is intended. Clearly it
24 is not an ambiguous agreement. The argument fails
25 counselor.

1 MR. MASON: Your Honor, we obviously respectfully
2 disagree and opportunity to brief that.

3 THE COURT: You will. And you will you get to
4 brief it but I'm entering the TRO.

5 MR. MASON: Could I be heard on the standard?

6 THE COURT: The Agreement is facially consistent
7 with what the movant has said the Agreement means;

8 She's demonstrated that there was a legitimate
9 basis upon which they exercised their rights to terminate
10 your client. There's no carveout for Mr. Kailbourne in the
11 Agreement that says: This Agreement applies to every other
12 single person under the Agreement, except for me. It
13 doesn't say that, or anything like that.

14 Facially they are entitled to remove him. They
15 sought to do that and they properly exercised their rights
16 to do that on the record before the Court.

17 As such Mr. Kailbourne is enjoined from holding
18 himself out as the CEO of this company. It is not a close
19 call counselor. It is not a close call.

20 You can file your opposition papers. How long do
21 you want, sir?

22 MR. MASON: I will need to have Mr. Snyderman to
23 weigh in as well. Let's do this and can we do this quickly,
24 two weeks.

25 MR. SNYDERMAN: That is certainly fine but I would

1 like to be heard on behalf of the company on these points.

2 THE COURT: Sure, why not.

3 MR. SNYDERMAN: Okay. I think there are facts that
4 have not been brought to the Court's attention that bear
5 exactly on the points you just asked about.

6 I did not hear anything about any immanent harm
7 befalling the SJI applicant here, I did not hear anything
8 about timing that might happen that would create harm to the
9 company.

10 THE COURT: I don't agree with you. I did hear
11 things about irreparable harm and immanent harm.

12 What the lawyer told me is, she said that a
13 transaction was entered into which they disagree with and
14 which they're concerned about. And they say, when they
15 raised their concerns about the transaction, their concerns
16 were finally answered by the company saying, too bad, too
17 late, it has already been booked; isn't that was said
18 counselor?

19 MS. HELLMANN: That's correct, your Honor.

20 THE COURT: My reporter can't record nodding. I
21 can see the nodding but she's not able to write down "lawyer
22 nodded for the record."

23 MS. HELLMANN: Yes, your Honor.

24 THE COURT: That is not so. She developed prima
25 facie evidence as it relates to her entitlement to an

1 injunction. You can certainly file opposition papers as it
2 relates to it Mr. Snyderman, but she gets an injunction for
3 today's purposes to preserve the status quo, which is that
4 the CEO of this company is terminated. Quite honestly, I
5 don't know why you have an "or" in the fight, if you truly
6 represent the company and not Mr. Kailbourne.

7 MR. SNYDERMAN: Well, because Mr. Kailbourne is the
8 key person at the company for all operational purposes.

9 THE COURT: --but he isn't the company. He is a
10 person who has invested money in the company. He's a
11 65 percent reflective owner in the company, I understand
12 that, or I guess, at most, a 65 percent. If he owns
13 100 percent of REV Holdings he would be a 65 percent
14 reflective. I know he's the majority shareholder. I don't
15 know if he wholly owns it or not --

16 MR. SNYDERMAN: -- no.

17 THE COURT: Okay. So he has a reflective interest,
18 that is substantial, not 65 percent in REV LNG.

19 At the end of the day, the minority interest
20 holders have certain bargained for rights, which they have
21 attempted to exercise, and it seems as though those are
22 being ignored under the circumstances if, in fact, the
23 termination is improper, which has happened -- has happened.
24 We can talk about restoring your client, but that is not
25 where we are.

1 The status quo is that he's terminated.

2 MR. SNYDERMAN: That would be true, your Honor, I
3 suppose, if his termination occurred at a proper meeting
4 held for that purpose.

5 THE COURT: You can't frustrate-- I looked at the
6 letters that are in my record. The fact is that there are
7 letters in my record which demonstrate an ability or an
8 attempt to frustrate the minority holders rights with
9 respect to raising this at a meeting, you say it wasn't done
10 on a particular agenda and should be deferred and he should
11 be permitted to. No, sir, that the not the way it works.
12 No, sir, sorry.

13 MR. SNYDERMAN: Your Honor, I do think it is
14 important for context that the LLCA, which we all agree
15 governs this dispute, has another fundamental purpose in it,
16 which is that, as Ms. Hellmann mentioned, the SJI purchased
17 its interest in the company in 2020, but the understanding
18 in the Agreement is that, if the company hit certain
19 milestones the SJI member was obligated to purchase, buyout,
20 the interest of the majority member and certain thresholds
21 were met. Sort of like an earn-out agreement, in a
22 traditional sense, they pay more if the company did better;

23 The Agreement is replete with references to the
24 buyout. It was a key fundamental purpose of the Agreement.
25 Many of the items in the Agreement say, that critical to

1 that buyout process is that Mr. Kailbourne remain the CEO,
2 he is the keyman, the only one that is explicitly mentioned
3 they should have keyman insurance on. He's the one
4 responsible for running the day-to-day operations of the
5 company. And when it define specifically who the key
6 employees are of the company, and that definition is on
7 Page 12, I think it would be helpful to look at that, if
8 your Honor wouldn't mind --

9 THE COURT: There's more than one key employee,
10 fair? Not only David Kailbourne, Jacob Diegel, Megan
11 Volhejin, Brandon Otto, Sean Gleeson, or a replacement of
12 any of the employees in this clause as agreed to by a vote
13 of super majority and interest of the Board of Managers.

14 That extra language in the keyman definition,
15 sounds the death knell for everything that you have just
16 said. The parties understood when they defined keymen, that
17 Mr. Kailbourne could be replaced, and that there would be
18 other people that would be acceptable as a key employee.

19 So I don't agree with you, sir, as it relates to
20 the language of the Agreement, the structure of the
21 Agreement, and I think that the buyout arrangement may give
22 rise to certain claims in the case but it doesn't keep Mr.
23 Kailbourne in place as CEO.

24 How long would you like to file opposition papers
25 sir?

1 MR. SNYDERMAN: I think the two weeks suggested are
2 sufficient.

3 THE COURT: That is fine. I'm signing the TRO.

4 So, let's talk timing. You can have two weeks, you
5 could have more than two weeks if you would like, let me
6 explain why.

7 Two weeks would put us, basically, August 15th.
8 I'm not here in the end of August. I'm not here the last
9 two weeks of August. So, if the next time we can get
10 together would be the first week of September. If you would
11 like little more time, that is fine and I will make myself
12 available when I get back.

13 I would like the ability to read the papers on
14 September 2nd and September 1st which is Labor Day and
15 commit reading on Labor Day. I get back on the 31st, but
16 I'm happy to work over the weekend, or totally fine. But it
17 would be later in that week and we'll squeeze it in. I
18 start a jury trial September 8th. I would like to see you
19 between now and September 8th. If you want more time, no
20 problem, as long as I have them that weekend when I get back
21 if that is okay with you. Or if you want shorter time, that
22 is fine, I can try to see you before I leave but you've got
23 to pick. I'm sorry I'm just not here.

24 MR. SNYDERMAN: Understood. I appreciate the
25 conflict in the schedule.

1 If, obviously, your Honor is not going to be able
2 to review these ideally until after your return, then,
3 certainly, more time would be appreciated.

4 THE COURT: Yeah.

5 MR. SNYDERMAN: How much time would your Honor like
6 before you get back to have the papers.

7 THE COURT: I'm very happy to have them that Sunday
8 before, or the Saturday before I get back. Mr. Snyderman,
9 like I said, if you want to be seen before I leave and
10 you're willing to do this quickly, that is fine too is what
11 I'm saying to you. I like to be married to my wife, I
12 married her for a reason, we have four children, it is the
13 end of August, I'm really sorry; before or after, whatever
14 it takes, I'm here for you. On the other hand, I'm planning
15 on staying married for another --I'm 17 in and I want
16 another 17. I love her very much and she puts up with me.

17 MR. SNYDERMAN: I certainly understand that.

18 When was it that you said you were leaving?

19 THE COURT: The 18th, that Monday night is when I
20 fly out. Yes, I fly out the 18th.

21 MR. MASON: Okay. So, your Honor, would it be
22 possible for us to consult with our clients and give you a
23 choice of either the date that you proposed or an earlier
24 date?

25 THE COURT: Yes.

1 MR. MASON: I think you would probably tell me you
2 could not hear us, you probably would say the 14th would be
3 the day, something like that?

4 THE COURT: I am mindful of the fact that all of
5 you may also have plans on weekends in the summer in the
6 middle of August; so, you know, I'm hesitant to make myself
7 available for that. But, do you really want me to answer
8 that question? I will be here --

9 MR. MASON: We'll talk to our clients.

10 THE COURT: Why don't you talk to your clients and
11 I'll be here until the 18th. And if you want to see me
12 between now and then, I'll do my best to accommodate.

13 On the other hand, if not, then I would look to try
14 to see you on the fourth of September.

15 Could we go off line for a minute and give you all
16 the pockets that we have available and you guys talk and let
17 me know which one. Is that okay, could we go off line.

18 MR. MASON: Yes.

19 THE COURT: Off the record.

20 (Whereupon, an off-the-record discussion was held.)

21 THE COURT: So, back on the record.

22 Thanks for your patience. We looked at the
23 calendar. It looks like the first Thursday after the
24 holiday weekend at 3:00 we could get together, 3:00 would be
25 the time. There are certain other pockets of time that I

1 identified that might work that will require a real hussel
2 to get some papers in. The lawyers will talk to their
3 client if they want that. It may make sense to wait, just
4 so that they have ample time to put in their Nixon Peabody
5 foot forward, best food forward --I don't know I tried.
6 We'll leave it at that and let me know. I would just ask,
7 as I mention to you that I have-- and Blank Rome, I wasn't
8 disparaging Blank Rome, great firm too -- 48 hours to review
9 the papers before you do come in, I appreciate it. You
10 could come in in-person, partially in-person, hybrid, or
11 totally over Teams, whatever works for you. I'm going to be
12 here no matter what. 60 Centre Street is a lovely
13 building, don't feel compel if it is inconvenient in the
14 middle of the summer. Bye. Thanks.

15 (Whereupon, the proceedings concluded.)

16 * * *

17
18 It is hereby certified that the foregoing is a true
19 and accurate transcript of the proceedings.

21
22 DEBORAH A. ROTHROCK, RPR
23 Official Court Reporter
24
25

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