

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

IN RE:

Chapter 11 Cases

MOSAIC MANAGEMENT GROUP, INC.,
MOSAIC ALTERNATIVE ASSETS LTD., and
PALADIN SETTLEMENTS, INC.,¹

Case No.: 16-20833-EPK
(Jointly Administered)

Debtors.

**DEBTORS' APPLICATION TO EMPLOY RICOH USA, INC.
AS AN ELECTRONIC DATA CONSULTANT**

Mosaic Management Group, Inc., Mosaic Alternative Assets Ltd., and Paladin Settlements, Inc. (collectively, the "Debtors"), pursuant to 11 U.S.C. §§ 327 and 328 and Federal Rule of Bankruptcy Procedure 2014, apply the Court for an order approving the retention and employment of Ricoh USA, Inc. ("Ricoh") as electronic data consultant to the Debtors (the "Application"). In support of the Application, the Debtors submit the *Declaration of Chris Morgan in Support of Debtors' Application* (the "Declaration") attached hereto as **Exhibit "A,"** and state as follows:

BACKGROUND

1. On August 4, 2016, ("Petition Date"), each of the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida.

2. The Debtors have determined in the exercise of their sound business judgment that the Debtors require the services of an experienced data forensics consultant to image the

¹ The Debtors in these cases, along with the addresses and last four digits of each Debtor's federal tax identification number are: (i) Mosaic Management Group, Inc., 1700 N.W. 2nd Avenue, Suite 100, Boca Raton, FL 33432 (5230); (ii) Mosaic Alternative Assets Ltd., 1700 N.W. 2nd Avenue, Suite 100, Boca Raton, FL 33432 (4583); and (iii) Paladin Settlements, Inc., 5151 Headquarters Drive, Suite 260, Plano, TX 75024 (7920).

Debtors' various computers, servers, and systems and to preserve the electronic data pertaining thereto.

RELIEF REQUESTED

3. The Debtors seek authority to employ Ricoh as the Debtors' electronic data and computer forensics consultant pursuant to the statement of work ("Statement of Work") incorporated by reference herein and attached hereto as **Exhibit "B."** The Debtors seek to employ Ricoh to perform services for the Debtors in connection with the Debtors carrying out their fiduciary duties and responsibilities under the Bankruptcy Code, including providing data forensics services relating to property of the Debtors' estates and preserving electronic data derivative of Debtors' computers and servers.

4. Debtors have selected Ricoh because it is a leader in the specialized field of data forensics. Ricoh is a multi-disciplined company generally focused on information mobility and the ability to capture, manage, access, and use information.

5. With over 25 years of experience in the legal industry, Ricoh has been often chosen by businesses in need of preserving, finding, and organizing copious amounts of electronically stored information produced and stored by businesses. Ricoh employees are experts in data forensics, information security, and data loss prevention. Further, Ricoh uses the latest and most widely recognized data forensic methodology and state-of-the-art, discovery proven tools to recover, preserve, authenticate, analyze, and present relevant electronic data.

6. Ricoh's expertise in all aspects of the information security and data forensics life cycle enables it craft unique, proactive solutions. As a result of its experience in supporting litigation preparation and managing reactive forensic investigations, Ricoh's leadership and

consulting team is uniquely qualified to develop proactive solutions that provide flexible service offerings to meet the unique and demanding needs of its clients.

7. Finally, Ricoh's state-of-the-art forensics laboratory holds the distinction of operating the nation's first private computer forensics lab accredited (digital forensics) by the American Society of Crime Laboratory Directors/Laboratory Accreditation board (ASCLD/LAB).

8. Debtors seek to employ Ricoh as electronic data consultant to render certain information technology investigatory services to the Debtors and for the benefit of the Debtors' estates, the committees, and all parties in interest, including assisting the Debtors with the following:

- a. Obtaining images of Debtors' hard drives, computers, cloud-based storage system(s), and other sources of electronic data, to preserve their integrity and permit them to be easily searched.
- b. Creating duplicate forensic images of such data;
- c. Collecting forensic data;
- d. Extracting available metadata and text from Debtors' existing electronic data;
- e. Assisting Debtors with review of documents through, *inter alia*, predictive coding methodologies and access to project management team; and
- f. Any other e-discovery services set forth in the Statement of Work attached hereto.

9. As provided for in the Statement of Work, Ricoh will charge for its services in accordance with the rate schedule incorporated therein. Such rate schedule will set forth its ordinary and customary rates, which are in effect on the dates the services are to be rendered. The rate schedule sets forth the fee for individual service grouped by category, including data

and forensics imaging, data retention services, forensic services, culling services, and processing services, among others.

10. Subject to the Court's authorization, Debtors request that Ricoh be compensated and the Debtors be authorized to pay such compensation pursuant to the terms and conditions of the Statement of Work. The Statement of Work provides that payment of fees for services rendered by Ricoh will be made to Ricoh within thirty days from the date of the invoice detailing services rendered.

RICOH IS "DISINTERESTED"

11. Based on the Declaration, the Debtors believe that Ricoh does not hold any interest adverse to the Debtors' estates and is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code.

12. Ricoh is not a creditor, an equity security holder, or an insider; is not and was not, within two years before the date of the filing of the petitions, a director, officer, or employee of the Debtors; and does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

13. Debtors accordingly believe that the employment, and compensation, of Ricoh is necessary and in the best interests of each Debtors' estates, enabling the Debtors to carry out their fiduciary duties under the Bankruptcy Code.

WHEREFORE, based upon the foregoing, the Debtors respectfully requests the following relief: (a) that the Debtors be authorized to employ Ricoh as computer forensics consultant upon the terms of and subject to compensation set forth in the Statement of Work; and (b) that the Debtors be granted such other and further relief as is just and equitable.

Dated: January 17, 2017

Respectfully Submitted,

TRIPP SCOTT, P.A.

Counsel for Debtors

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 17, 2017, I electronically filed the foregoing document with the Clerk of the Court using *CM/ECF*. I also certify that the foregoing document is being served this day (i) via transmission of Notice of Electronic Filing generated by *CM/ECF* on all counsel of record or pro se parties who are authorized to receive electronically Notices of Electronic Filing in this bankruptcy case; and (ii) prepaid, first class U.S. mail upon all parties on the attached Master Service List.

/s/ Kristopher E. Aungst

Kristopher E. Aungst, Esq.

Florida Bar No. 0055348

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
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MOSAIC MANAGEMENT GROUP, INC.,
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PALADIN SETTLEMENTS, INC.,²

Case No.: 16-20833-EPK
(Jointly Administered)

Debtors.

MASTER SERVICE LIST

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Paladin Settlements, Inc.
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² The Debtors in these cases, along with the addresses and last four digits of each Debtor's federal tax identification number are: (i) Mosaic Management Group, Inc., 1700 N.W. 2nd Avenue, Suite 100, Boca Raton, FL 33432 (5230); (ii) Mosaic Alternative Assets Ltd., 1700 N.W. 2nd Avenue, Suite 100, Boca Raton, FL 33432 (4583); and (iii) Paladin Settlements, Inc., 5151 Headquarters Drive, Suite 260, Plano, TX 75024 (7920).

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EXHIBIT “A”

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

IN RE:

Chapter 11 Cases

MOSAIC MANAGEMENT GROUP, INC.,
MOSAIC ALTERNATIVE ASSETS LTD., and
PALADIN SETTLEMENTS, INC.,¹

Case No.: 16-20833-EPK
(Jointly Administered)

Debtors.

**DECLARATION OF CHRISTOPHER MORGAN IN SUPPORT OF
DEBTORS' APPLICATION TO EMPLOY RICOH USA, INC.
AS ELECTRONIC DATA CONSULTANT**

I hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I, Christopher Morgan, submit this declaration pursuant to Rule 2014(a) of the Bankruptcy Rules in support of the Debtors' application to employ Ricoh USA, Inc. ("Ricoh") as electronic data and computer forensics consultant to the Debtors (the "Application").

2. I am the Strategic eDiscovery Specialist, Southeast at Ricoh and I am authorized to execute this Declaration on Ricoh's behalf

3. I am familiar with the matters set forth herein and the statements contained in this declaration are based upon personal knowledge.

4. The Debtors have requested Ricoh to represent them for the reasons stated in the Application. Ricoh is a leader in the specialized field of data forensics. Ricoh is a multi-disciplined consulting organization specializing, *inter alia*, in the subject areas of computer forensics, e-discovery and data security services.

¹ The Debtors in these cases, along with the addresses and last four digits of each Debtor's federal tax identification number are: (i) Mosaic Management Group, Inc., 1700 N.W. 2nd Avenue, Suite 100, Boca Raton, FL 33432 (5230); (ii) Mosaic Alternative Assets Ltd., 1700 N.W. 2nd Avenue, Suite 100, Boca Raton, FL 33432 (4583); and (iii) Paladin Settlements, Inc., 5151 Headquarters Drive, Suite 260, Plano, TX 75024 (7920).

5. Ricoh utilizes the latest and most widely recognized data forensic methodology and state-of-the-art, court-proven tools to recover, preserve, authenticate, analyze and present relevant electronic data.

6. The services Ricoh intends to provide as computer forensics consultant to the Debtors are described in the Application and set forth in the statement of work which is incorporated by reference and attached to the Application.

7. The terms and conditions of the statement of work were negotiated between the Debtors and Ricoh and reflect the parties' mutual agreement as to the sophisticated nature of the work that will be required in this engagement.

8. As provided for in the statement of work, Ricoh will charge for its services in accordance with the rate schedule incorporated therein. Such rate schedule will set forth its ordinary and customary rates, which are in effect on the dates the services are to be rendered.

9. While employed by the Debtors, Ricoh will not represent any other entity having an adverse interest in connection with the underlying Chapter 11 cases.

10. Ricoh is a disinterested person as required by 11 U.S.C. § 327(a) and as that term is defined in §101(14) of the Bankruptcy Code in that Ricoh: (a) is not a creditor, an equity security holder, or an insider; (b) is not and was not, within 2 years before the date of the filing of the petitions, a director, officer, or employee of the Debtors; and (c) does not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

11. Thus, to the best of my knowledge, Ricoh does not have, nor has it had, any connection with the Debtors, Debtors' affiliates, creditors, and any of their attorneys or

accountants in matters related to the Chapter 11 cases or with any person employed in the Office of the U.S. Trustee, as required by Federal Rule of Bankruptcy Procedure 2014.

12. To the extent Ricoh discovers any facts bearing on the matters described herein during the period of Ricoh's retention, Ricoh will supplement the information contained in this declaration.

13. Ricoh is otherwise well-qualified to serve as electronic data and computer forensics consultant for the Debtors.

14. No agreement or understanding exists between Ricoh and any other person (other than members or employees of Ricoh) to share compensation received for services to be rendered in connection with this representation. No representations have been received or made by Ricoh, nor any member or associate thereof, in respect of compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

15. The foregoing constitutes the statement of Ricoh pursuant to Bankruptcy Rule 2014. The foregoing statements are true and correct to the best of my knowledge, information and belief.

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

Dated: December 16, 2016.

By: _____

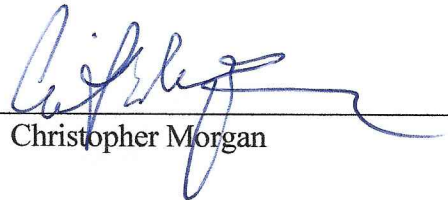

Christopher Morgan

EXHIBIT “B”



**eDiscovery Statement of
Work # CMM111416V2**

Prepared For: Mosaic
Management Group Inc.

Matter: Mosaic Bank-
ruptcy

Prepared by:

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Submitted to:

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1/16/2017

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Project Summary

Service Summary

Ricoh USA, Inc. (Ricoh) has carefully reviewed your request and the information gathered over the course of our discussions. This proposal is the result of our analysis of that information and defines our approach based upon project requirements.

Ricoh is proposing the following eDiscovery services for this project:

- Forensic Collections
- Filtering and Culling Options
- High Speed Processing
- Relativity Hosting Platform
- Predictive Coding Options (Analytics)
- Managed Review Services
- Production Capabilities

The pricing contained herein is valid for thirty (30) days from the date of this Statement of Work (SOW).

Project Management

Project Managers are an integral part of Ricoh's service offering. Our project management team is located in multiple locations across the country with typical hours of support Monday through Friday from 8:00 am to 8:00 pm. We understand that support may be needed beyond those hours and will work to meet your project requirements.

Included in the project set up fee and the per GB charges are the following Project Management hours (not billed to the client in a per hour fee):

- Design meeting call and any project documentation
- Project status reports
- Initial software training session
- Requests for and coordination with operations for processing & productions
- Budget monitoring

In most projects, clients rely on Ricoh's project management team for support. Ricoh can provide as much or as little support needed. These hours, once requested, are billed on an hourly basis. Hours are billed in 30 minute increments. Typical services requested, include but are not limited to the following:

- Creation and management of review assignments

- Bulk tagging
- Production auditing
- Quality control of third party processed data
- Fulfilling custom requests
- Generation of custom reports

Project Scope

Summary

The Following Data Sources have been discussed and verified. Email accounts totaling approximately 125 GB of data as well as cloud based servers being managed by a 3rd party company. We have not received the volume of data but are using an estimate of 1TB for this document until verified. The collection will consist of a variety of files including but not limited to emails and unstructured data.

Estimate of Cost

Based on the information provided thus far we are estimating the following estimates. For the collection of email we will charge \$350 per account. There could be as many as 38 accounts related for an estimate of approximately \$14k. We have not received all details on the server data but it sounds like they will be able to provide us with backups to work thru. If this is the case, we would estimate another \$1,500 for hard drives and technical time to get these collected. Ricoh estimates approximately \$14k -16k for the collection and preservation based on the information to this point.

Next steps will be determined and much more clear after collection of data and services requested at that time. If we are to search the data we used an assumption of 1TB for the volume to be indexed and searched. We will be able to predict the costs for next steps once we have validated the collection.

Costs for this may look as follows.

Ricoh is estimating approximately \$25k - 35k to index and search all collected data based on the assumptions regarding data volume and sources thus far. This next step will become clear once the parties have agreed to next steps. We have provided optional pricing for each service that may follow in the pricing section of the SOW.

Location of Data

There are a few sources of data that Ricoh will need to collect from prior to processing and some data may be sent to Ricoh Forensics. The shipping address will be provided by a Ricoh Project Manager or eDiscovery Consultant.

Project Specifications

eDiscovery Specifications

For this project, Ricoh will review all project specifics with the client during a project design meeting conducted by the project manager and the client's designated contact. Ricoh will advise the Client in the event that the services described in this proposal are affected due to a change in processing requirements. Should changes result in price revisions, Ricoh will obtain Client's approval before proceeding.

All work is performed according to mutually agreed to schedule based upon processing requirements and the volume of electronic data. Whenever possible, Ricoh will provide rolling deliveries to expedite review.

Forensic Collections

Our state of the art forensics laboratory holds the distinction of operating the nation's first private computer forensics lab accredited (digital forensics) by the American Society of Crime Laboratory Directors/Laboratory Accreditation board (ASCLD/LAB). Our forensics lab is complemented with forensics experts who have a combined 100 years of national and international experience which includes testifying.

Ricoh offers its clients three forensic services options supported by a team of certified forensic examiners:

Option 1: Onsite collection where our team goes to your designated location(s) and remote access to client sites, cloud content and archive systems

Option 2: In-lab collection where devices are sent to our Forensic lab with ASCLD/LAB accreditation

Option 3: Remote collection such as Ricoh's patent awarded device, Remlox™

Charges associated with forensic services include hourly

rates, fixed unit fees, and/or fixed project costs depending upon the project specifications as well as shipping and media. Onsite projects may include travel time and travel expenses.

For this project, Ricoh will collect data using various collection methods.

Data Expansion & Processing

Ricoh extracts the available meta data and text and either converts the resulting data set to a TIFF format or a native format in a load ready file for the client's specified software application. For this project, Ricoh is creating a load file for Ricoh Relativity. In some instances, Ricoh will not be able to convert files due to formatting, unsupported file types or corrupt files. Ricoh will provide the client with exception reports to document what was not converted.

Processing specifications such as time zone, OCRing non-text files, de-duplication (global or within custodian), culling options, and additional indexing options (analytics, email analysis) will be discussed and documented during the design meeting.

Charges associated with processing services include per GB fees as well as shipping and media.

Data Culling

Ricoh Assisted Culling. Ricoh will confirm project specifications during the design meeting and Ricoh will reduce the data set based upon the client's reduction strategy. Culling can include date; file type and custodian filtering, keyword searches and de-duplication. The client will have up to five passes to reduce the data set before hourly charges will apply.

Charges associated with culling services include per GB rate for indexing and loading the data into the ECA tool. Note that after culling is completed, the resulting data set is then processed at the per GB rate for processing. Analytic indexing can also be provided upon request for use in Relativity.

A storage charge will apply if the source electronic data requires storage after culling is completed or after six months of inactivity. Data is stored on encrypted drives (two copies are made) in our secure forensic lab.

Data Hosting

Ricoh offers clients the option to receive processed data in a load-ready file for your in-house system or for hosting

within a data center environment.

Charges associated with data hosting include Site Set-up & Training, User Fees, Data Storage and Data Loading fees depending upon project specifications. User fees and data storage are billed by the user and GB, respectively, per month. Rates are not prorated and are applicable regardless of the length of time of use in the calendar month.

Ricoh offers a near-line storage solution to reduce the cost of storage during inactive periods. At a client request, Ricoh will deactivate and reactive sites and enable or disable users at the rates found in the pricing table. Additionally, near-line storage will be billed at a reduced storage rate while the site is hibernated.

For this project, the client has elected to host the data in Ricoh's Relativity Platform.

Managed Review

To assist with completing your document review, Ricoh offers contract attorneys in several review centers across the US to complete your first level of review of documents after they are loaded into the review platform. Our offering allows you a single point of contact that integrates the Ricoh project management team with the review team to provide a timely and cost efficient review for relevant and responsive documents as well as issue coding and the development of privilege logs. Predictive coding methodologies are also offered.

The managed review services include the review center, equipment, a fully screened attorney team, training and a review manager.

Ricoh utilizes strategic partners that are acknowledged leaders in providing fully screened contract attorneys and secure review centers within the US, Canada, Asia and Europe. Outside these review centers; Ricoh can create custom review sites at an additional cost and with additional set-up time.

Charges associated with managed review services include an hourly rate for the review team in addition to an hourly rate for the review manager. Multiple review center locations are quoted with final location selected at the time of award based on number of reviewers, desired location and availability.

Data Production

Upon completing the review, Ricoh will provide a production set according to project specifications. Options for delivery will be outlined and confirmed during the project design meeting.

Charges associated with production services may include per GB or per page fees as well as shipping and media.

For this project, the client has elected to product the data in TIFF format.

Project Specific Pricing

All costs presented are fixed unit prices based upon a per device, page, document or gigabyte unit. If applicable, hourly rates are billed in 30 minute increments. The unit charges and associated assumptions are based on the specifications provided by the client and are contingent upon an inspection of the data prior to the start of work.

Data Retention Services

Ricoh's data retention fees commence at the start of the 4th calendar month after the commencement of the project. Fee based on the indexed data size and / or per piece of project associated media. All data is maintained in our electronically secured and monitored evidence store.

| Data Index Size & Media Descriptions | P-Code | Unit | Price |
|---|--------|-----------|------------------|
| Equal to or less than 250 GB | 4407 | Flat Rate | \$ 300/Month |
| 251 GB to 512 GB (1/2 TB) | 4407 | Flat Rate | \$ 500/Month |
| 513 GB up to 1024 GB (1 TB) | 4407 | Flat Rate | \$ 900/Month |
| 1+ TB | 4407 | GB | \$ 1/GB/Month |
| Client original media or Copy of original media | 4407 | Drive | \$ 50/Unit/Month |
| Remlox™ or Maclox drives | 4407 | Drive | \$ 50/Unit/Month |
| Webmail account data held in storage | 4407 | Account | \$ 50/Unit/Month |

Forensic Services

Ricoh's forensic services are priced per hour, per unit or fixed fee. Ricoh's certified forensic team is located in our forensic lab in Houston, Texas. Any travel requirements will originate from Houston. For this project, the pricing agreed to is as follows:

| Forensic Services Description | P-Code | Unit | Price |
|--|--------|---------|----------------|
| Forensic Services, Custom Reporting & Consulting | 4512 | Hour | \$ 275/Hour |
| Forensic Testimony Or Affidavit Support <i>(as needed)</i> | 4528 | Hour | \$ 450/Hour |
| Forensic Collection - Laptop, Desktop | 4506 | Device | \$ 425/Device |
| Forensic Collection – Server | 4507 | Server | \$ 950/Server |
| Forensic Collection – Removable Drives | 4502 | Drive | \$ 350/Drive |
| Forensic Collection – Webmail | 4438 | Account | \$ 350/Account |

This document contains information of a proprietary and/or confidential nature, including pricing and procedural data of Ricoh USA, Inc. ("Ricoh") that is to be used only for the purpose of assessing the proposed services to be performed by Ricoh. No other use or duplication of information contained herein is permitted without the express written consent of Ricoh. © 2015 Ricoh USA, Inc.

| | | | |
|--|------|-------------|-------------|
| Forensic Collection – Cell Phones | 4509 | Device | \$ 495/Unit |
| Remlox™ or Maclox Remote Collection Tool | 4504 | Unit | \$ 425/Unit |
| Additional Onsite Collection Fees | | | |
| -- Forensic Onsite Hourly Rates | 4505 | Hour | \$ 275/Hour |
| -- Travel Time | 4519 | Hour | \$ 150/Hour |
| -- Travel Expenses | 4518 | As Incurred | At Cost |
| Media & Shipping | 4515 | | At Cost |

Culling Services (TBD)

Ricoh's culling services are priced per GB on the compressed data size before any culling occurs. After culling is completed, data requires processing at the rates outlined in the Processing Services section of the SOW. For this project, the pricing agreed to is as follows:

| Culling Services Description | P-Code | Unit | Price |
|--|--------|------|-------------|
| Metadata filtering (<i>DeNIST, De-duplication, file type and date range</i>) | | | |
| -- Up to 100 GB | | | \$ 25/GB |
| -- 101 GB – 250 GB | | | \$ 22/GB |
| -- 251 GB – 500 GB | | | \$ 20/GB |
| -- 501 GB – 1 TB | | | \$ 18/GB |
| -- 1 TB+ | | | \$ 15/GB |
| Ricoh Assisted Culling (<i>Up To Five Search Passes</i>) | | | |
| -- Up to 100 GB | | | \$ 60/GB |
| -- 101 GB – 250 GB | | | \$ 50/GB |
| -- 251 GB – 500 GB | | | \$ 40/GB |
| -- 501 GB – 1 TB | | | \$ 35/GB |
| -- 1 TB+ | | | \$ 30/GB |
| -- Hourly Searching (<i>After Five Searches</i>) | | | \$ 275/Hour |

Processing Services(optional)

Ricoh's processing services are priced per GB after culling services are completed. Ricoh offers native or image file processing for loading into any non-proprietary software application. For this project, the pricing agreed to is as follows:

| Processing Services Description | P-Code | Unit | Price |
|--|--------|------|-----------|
| Native Processing (<i>Meta Data, Text, Link To Native</i>) | | | |
| -- Less than 50 GB | | | \$ 150/GB |
| -- 51 GB – 250 GB | | | \$ 125/GB |
| -- 251 GB – 1 TB | | | \$ 100/GB |
| -- 1 TB+ | | | \$ 75/GB |
| TIFF Processing (<i>Meta Data, Text, Link To Native, TIFF</i>) | | | |
| | | | \$ 250/GB |

| | | | |
|---|------|------|-----------|
| Optional Services: -- OCR Non-text Pages | 4419 | Page | \$.01/PG |
|---|------|------|-----------|

Relativity Hosting Services(optional)

Relativity is a web-based hosting platform that provides image and native file review, coding options, flexible workflows, interactive charts and graphs, foreign language support, and text analytics. Relativity has more than 100,000 active users worldwide from organizations including the U.S. Department of Justice and 195 of the AM Law 200.

Ricoh holds an Orange-level Relativity Best in Service recognition for outstanding and exceptional customer service for Relativity end users.

For this project, the pricing agreed to is as follows:

| Relativity Hosting Services Description | P-Code | Unit | Price |
|---|----------------------|--------------------------------|--|
| Project & Standard Database Set-up (Includes design meeting, project status reporting, initial software training session, standard database set-up.) | 4105 | Case | PM Time |
| Data Loading Fees -- Ricoh Processed Data -- Non-Ricoh Processed | 4103 | GB GB | Included \$ 25/GB |
| Monthly User Fees (Billed if any user has access for the calendar month.) | 4106 | User/Month | \$ 80/User/Month |
| Monthly Storage Fees – Premium (Both Relativity hosting storage options include: cumulative storage of native files, meta data, text, images, database and/or analytics.) -- 1- 250 GB -- 251 - 500 GB -- 500+ GB | 4107 | GB/Month | \$ 15/GB/Month \$ 12/GB/Month \$ 10/GB/Month |
| Relativity Analytics | 4104 | GB | \$ 69/GB |
| Optional Near-line Storage (Inactive use for more than 30 days; no user access) -- Deactivate Site -- Reactivate Site -- Near-line Monthly Storage Fees | 4108 4109 4110 | Request Request GB/Month | \$ 0/Occurrence \$ 500/Occurrence \$ 7.50/GB/Month |

Managed Review Services(optional)

Ricoh's managed review services are priced per hour for attorney reviewers and the review manager. Ricoh offers native or image file export in a standard load file format. Pricing is as follows:

| Production Services Description | P-Code | Unit | Price |
|---|--------|----------|-------|
| Attorney Reviewer <i>(pricing varies by location)</i> | 4151 | Per Hour | POA |
| Review Manager | 4152 | Hour | POA |

Production Services(optional)

Ricoh's production services are priced per GB or per page once files are reviewed and tagged for production. Ricoh offers native or image file export in a standard load file format. For this project, the pricing agreed to is as follows:

| Production Services Description | P-Code | Unit | Price |
|--|--------------|--------------------|-----------------------|
| Native Production <i>(Meta Data, Text, Link to Native)</i> | 4405 | GB | \$ 150/GB |
| TIFF Production <i>(Meta Data, Text, Link to Native, TIFF)</i> | 4406 | GB | \$ 250/GB |
| Media | 4409 | Media | At Cost |
| Shipping | 4515 | As Incurred | At Cost |
| Optional Services: -- Branding -- TIFF to PDF Conversion | 4420 4418 | Brand/Page Page | Included \$.02/PG |

Project Management Services

In most projects, clients rely on Ricoh's project management team for support. Ricoh can provide as much or as little support needed. These hours, once requested, are billed on an hourly basis. Hours are billed in 30 minute increments.

| Project Management Services Description | P-Code | Unit | Price |
|---|--------|-------------|-------------|
| Project Manager | 4201 | Hour | \$ 225/Hour |
| Technical Analyst | 4202 | Hour | \$ 225/Hour |
| Travel <i>(if requested)</i> | 4518 | As Incurred | At Cost |

Pricing & Payment Terms

Pricing is valid for thirty (30) days from the date of proposal. Each project is priced based on Ricoh's understanding of the scope and volume of the requirements as presented herein. Changes in that understanding or in the underlying express and/or implicit assumptions related to it may require substantial changes in price and schedule. All changes will be made in writing and agreed to by all parties prior to commencement of billable work.

1. Ricoh's services are offered based on the assumptions as defined herein. If the collection characteristics are substantially different from these assumptions, Ricoh reserves the right to re-price the services.
2. Delivery schedules are based on assumptions defined herein and substantial change in these assumptions may require delivery schedule changes.
3. Failure to provide Ricoh with a regular and consistent flow of materials may result in an increase in pricing and/or schedule delays.
4. Processing will be performed in accordance with the instructions set forth in this document and the addenda stated herein.
5. Pricing is offered as a comprehensive package of services. Ricoh reserves the right to re-price services if the client decides not to have Ricoh perform certain services that have been quoted.
6. Invoicing will be based on the actual number of units multiplied by its unit or hourly rate and totaled.
7. Invoicing will be issued throughout the duration of the project. Invoicing will include all billable work processed for Mosaic Management Group Inc. up to the date of the invoice, even if that work-product has not yet been delivered.
8. Payment for Ricoh services will be made to Ricoh and are due within thirty (30) days from date of invoice.
9. In the event payment is not received within ten (10) days of its due date a late charge of one and a half percent (1.5%) per month of the overdue amount will be charged to Mosaic Management Group Inc..
10. Mosaic Management Group Inc. has thirty (30) days from receipt of a delivery to identify accuracy or image file formatting issues. After this period, a service charge may be applied for corrections. This service charge accounts for reloading the data and/or images onto the system, reallocating staff, etc.

Terms and Conditions

The performance of the services described in this Statement of Work ("SOW") by Ricoh USA, Inc. ("Ricoh") for the client referenced on the cover page of this document ("Client") is subject to and shall be governed solely by the following terms and conditions. If this SOW is made pursuant to a Master Agreement ("MA"), the terms and conditions set forth in such MA are incorporated herein by reference and made a part of this SOW, and shall control in the event of any conflict.

1. Services. From time to time, Client may engage Ricoh to perform any of the services (the "Services") described in this SOW. Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Client location set forth herein or on a remote basis. In consideration of the Services set forth in this SOW, Client shall pay Ricoh the fees in the amounts and at the rates set forth herein. Ricoh may suspend or terminate such services for non-payment. Client acknowledges that Ricoh's performance of any such Services is dependent upon Client's timely and effective performance of its responsibilities as set forth in this SOW. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

2. Service Warranties. Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Client's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

3. Termination of Services. Upon thirty (30) days' prior written notice, either party may terminate any of the Services specified in this SOW. In the event Ricoh terminates any Services procured hereunder or this SOW, Ricoh shall reimburse Client for any prepaid fees related to Services not rendered prior to termination. Upon termination of this SOW by Client, Client shall be responsible for payment for all Services completed by Ricoh and accepted by Client through the effective date of termination.

4. Confidentiality.

4.1 Ricoh recognizes that it must perform the Services in a manner that protects any information

of Client or its clients that Client has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Client Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Client Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Client Confidential Information without Client's prior written consent to any third party except to authorized representatives of Client or to employees or subcontractors of Ricoh who have a need to access such Client Confidential Information to perform the Services contemplated hereunder. Client Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Client. The terms of this SOW shall not be considered to be Client Confidential Information. Client acknowledges and agrees that any information provided by Client to Ricoh pursuant to this SOW is not Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley"). In the event any information is PHI as defined by HIPAA or "nonpublic personal information" as defined under Gramm-Leach-Bliley, Client shall specifically identify information as such to Ricoh in writing.

4.2 Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Client owned or Client leased equipment, whether through a digital storage device, hard drive or similar elec-

tronic medium ("Data Management Services"). If desired, Client may engage Ricoh to perform such Data Management Services at its then-current rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Client, and Client shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

4.3 Notwithstanding anything in this SOW to the contrary, Client is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Client's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Client's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

4.4 Unless specifically set forth in writing, Ricoh has no obligation to provide encryption related to the provision of Services.

5. Indemnification.

5.1 Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents.

5.2 Client shall indemnify, defend and hold harmless Ricoh and its representatives and affili-

ates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Client hereunder. Notwithstanding any other provision of this SOW, nothing in this SOW shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Client warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this SOW.

5.3 Without intending to create any limitation relating to the survival of any other provisions of this SOW, Ricoh and Client agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

6. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS SOW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CLIENT OR A THIRD PARTY FOR ANY DAMAGES (1) RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW OR (2) RELATED TO THE LOSS, DAMAGE OR DESTRUCTION OF ANY NEGOTIABLE INSTRUMENTS PROVIDED BY THE CLIENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from

any delay or failure in performance of the Services under this SOW for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CLIENT OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS SOW, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS SOW DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Assignment. Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this SOW without the prior written consent of the other, which shall not be unreasonably withheld.

8. Force Majeure. Ricoh may, without liability, delay performance or cancel this SOW or any Services hereunder on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, actual or threatened war, armed conflict, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure.

9. Default. In addition to any other rights or remedies which either party may have under this SOW or at law or equity, either party shall have the right to cancel the Services provided under this SOW immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this SOW when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this SOW, and such failure or breach shall continue un-remedied for a period of ten (10) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. If Ricoh cancels this SOW under this Section, Client shall pay any reasonable costs and expenses (including attorneys' fees and

expenses) incurred by Ricoh to collect any amounts owed by Client hereunder.

10. Intellectual Property. Intellectual property rights arising from the Services (but not the data, materials or content provided by Client) shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Client shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.

11. Export Law; EU Data Directive.

11.1 Notwithstanding any other provision of this SOW, Client shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Client acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third party Subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh's behalf. Client represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any Export Laws arising from the performance of Services under this SOW.

11.2 Notwithstanding any other provision of this Agreement, Client shall at all times remain solely responsible for complying with all applicable Data Protection Directives, as hereafter defined, and for obtaining any applicable authorization or license under the Data Protection Directives. Client represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any

authorization or license or any other consent, approval or authorization is required under any Data Protection Directives ("Protected Information"). In the event Client intends to provide Ricoh with any Protected Information, Client shall identify such document, technology, software or item as Protected Information. Client shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control of protected information under the EU Data Protection Directives (collectively, "Data Protection Directives") arising from the performance of Services under this Agreement.

12. Non-Solicitation. During the term of this SOW and for a period of one (1) year following the expiration or termination of this Agreement for any reason, Client shall not (i) offer to employ, or otherwise hire or engage any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this SOW, (ii) attempt to directly or indirectly induce or solicit any employee of Ricoh to whom it was introduced in connection with the transactions contemplated by this SOW to terminate his or her employment with Ricoh, or (iii) solicit or enter into any service engagement with any Ricoh client or client prospect to whom Client was introduced or referred in connection with the transactions contemplated by this SOW. Money damages are not an adequate remedy for a breach by Client of this Section, and, therefore, in addition to any other legal or equitable remedies available to it, Ricoh shall be entitled to obtain an injunction against such breach. The obligations set forth in this Section shall survive the termination or expiration of this SOW.

13. Governing Law. This SOW and any Services procured hereunder shall be governed by the laws of the Commonwealth of Pennsylvania both as to interpretation and performance, without regard to its choice of law requirements. All other ordering documents shall be governed by the law of the jurisdiction in which the Services are being performed. This

SOW may be executed in two or more counterparts, each of which shall be deemed to be an original.

14. Miscellaneous. The parties agree that the terms and conditions contained in this SOW make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Client acknowledges and agrees that Ricoh does not undertake any conflict check procedure, whether formal or informal, to determine if Ricoh is performing services for an adverse party to Client. Furthermore, given the nature and the scope of Services provided hereunder, Ricoh has determined that a conflict check, whether formal or informal, are not necessary. Ricoh shall be permitted to conduct business in the normal course and engage customers even if the same is, in the reasonable judgment of the Client, adverse to the specific Services being performed for or on behalf of the Client. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this SOW or any document to procure Services hereunder must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this SOW shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this SOW. If any provision of this SOW is held to be invalid or unenforceable, this SOW shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one affiliate, subsidiary, client, or law firm of Client has signed this SOW, each such Client agrees that its liability is joint and several. If Client has signed this SOW on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, client or otherwise, Client shall remain liable for the obligations hereunder.

Ricoh and Client acknowledge that the services and prices that are offered to Client herein are based on the assumptions contained within this response, and assumptions to be identified by Ricoh during its more detailed evaluation and scope assessment following the engagement contemplated hereunder. All production processing will be executed pursuant to the imaging and coding instructions and instructions contained in this document

and in its addenda herein. If Ricoh determines during the production processing of Client's document collection that the collection deviates from assumptions, Ricoh reserves the right to adjust unit price for the impacted service (effective as of the earliest date that such deviation occurred), and Client agrees to pay Ricoh in accordance with Ricoh's standard terms and conditions for such services. Ricoh will notify Client of its determination of any deviation from the assumptions contained within this response.

Authorization to Commence Work

Mosaic Management Group Inc. hereby authorizes Ricoh to proceed with services described and specified in the foregoing Statement of Work for Ricoh Services, and agrees to the terms and conditions as specified herein.

RICOH USA, INC. REVIEW SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

Mosaic Management Group Inc.

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

Contact Information

| | |
|--|---|
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