

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

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Case No. 25-11237-NVA

E. E. MARR ERECTORS, INC.,

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Debtor.

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**FIRST INTERIM APPLICATION OF THE
LAW OFFICES OF CRAIG B. LEAVERS, LLC
FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT
OF EXPENSES AS COUNSEL TO TRUSTEE
FOR THE PERIOD FROM FEBRUARY 15, 2025, THROUGH AUGUST 31, 2025**

The Law Offices of Craig B. Leavers, LLC (the “Applicant”) requests entry of an Order approving the allowance (the “Application”) of compensation and reimbursement of expenses for the work of the Applicant in providing legal services to Morgan W. Fisher, the Chapter 7 Trustee in the above-captioned case (the “Trustee”), for the period from February 15, 2025, through August 31, 2025 (the “Application Period”) and, in support thereof, states:

1. This Application is submitted pursuant to 11 U.S.C. §§ 328, 330 and 331, Bankruptcy Rule 2016 and Local District Court Rule 401. This Court has jurisdiction to hear this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding.

2. As discussed in greater detail below, Applicant is requesting the allowance of fees in the amount of \$26,950.00, as well as reimbursement of \$1,133.95 for out-of-pocket expenses and other charges, for services rendered during the Application Period.

I. INTRODUCTION

3. The debtor herein (the “Debtor”) commenced the above-captioned bankruptcy case (the “Bankruptcy Case”) by filing of a voluntary petition under chapter 7 of the Bankruptcy Code on February 14, 2025 (the “Petition Date”).

4. Morgan W. Fisher, the Chapter 7 Trustee for the Debtor, was appointed to serve as interim trustee in the Bankruptcy Case, and no other trustee was appointed at the Debtor’s meeting of creditors held on March 26, 2025.

A. General Background

5. The Debtor was a specialty contractor, providing construction services in the erection of structural steel and of similar products of prestressed or precast concrete. The Debtor operated in thirteen (13) states including Maryland.

6. As of the Petition Date, the Debtor had (1) money in different bank accounts, (2) motor vehicles, trailers and equipment that needed to be sold, and (3) receivables that need to be collected. As such, on February 15, 2025, the Trustee filed his application to employ the Applicant as his counsel to liquidate obtain the turnover of the Debtor’s bank accounts, liquidate the Debtor’s motor vehicles, trailers, and equipment, collect the Debtor’s receivables, and perform such services as may be necessary or desirable in the administration of this case. (Doc. No. 10) On March 28, 2025, this Court entered an Order authorizing the Trustee’s employment of the Applicant. (Doc. No. 25)

II. COMPENSATION REQUESTED AND THE LEGAL STANDARD TO BE APPLIED

7. For the Application Period, the Applicant is requesting the allowance of fees in the amount of \$26,950.00, as well as reimbursement of \$1,133.95 for out-of-pocket expenses and other

charges. The aggregate amount of compensation and other charges incurred during the Application Period for the various matters handled by the Applicant are as follows:

TOTAL PROFESSIONAL FEES					
Attorney	Total Hours	Hourly Rate	Total Fees	Writedown	Billed Fees
CBL	53.9	\$500.00	\$26,950.00	\$00.00	\$26,950.00

TOTAL OUT-OF-POCKET EXPENSES	
Filing Fees (Motions to Sell)	\$398.00
Photocopying	529.48
Postage	206.47
Matter Total	\$1,133.95

8. Applicant is familiar with and is submitting this Application in conformity with the Compensation Guidelines for Professionals in the United States Bankruptcy Court for the District of Maryland (the “Guidelines”).

9. The expenses incurred by Applicant are of a type that are customarily not considered part of overhead by the Applicant or other attorneys in this geographic area and which the Applicant customarily requires its clients to pay. Additionally, all of the expenses for which Applicant seeks reimbursement are in accordance with and allowable by the Guidelines.

10. Applicant’s request for compensation is being made in conformity with the eight (8) factors set forth in the Guidelines (the “Guidelines’ Factors”), as well as the twelve (12) factors adopted by the United States Court of Appeals for the Fourth Circuit (the “*Johnson* Factors”). Each of these will be discussed in turn.

A. The Guidelines’ Factors

11. The Guidelines enumerate the following eight (8) factors for the Court to consider in awarding fees:

- (1) the services rendered;

- (2) the time expended;
- (3) other charges incurred;
- (4) the amounts requested;
- (5) the rates charged for such services;
- (6) how services rendered were necessary to the administration of, or beneficial at the time said services were rendered toward the completion of the case;
- (7) information relevant to a determination that the services were performed within a reasonable amount of time commensurate with the complexity, importance and nature of the problem, issue or task addressed; and
- (8) an affirmation that the compensation requested is reasonable based upon the customary compensation and reimbursement of expenses charged by Applicant and comparably skilled professional in non-bankruptcy cases.

12. Applying these eight (8) factors to Applicant's representation of the Trustee during the Application Period, Applicant presents the following analysis:

**Services Rendered, Time Expended and
Other Charges Incurred for Such Services**

13. All of the time expended and the nature of the services rendered by Applicant were recorded on time sheets maintained on a daily basis. Applicant's time bill for the Application Period, itemizing the services rendered, as well as the fees and expenses for said services, is attached as *Exhibit A*. This time bill sets forth the date of each service rendered, the professional rendering the service, a description of the services rendered, the amount of time spent performing each service, and the total dollar value of such service for each such professional. For each time entry, Applicant provided in reasonable detail that amount of information necessary to give a description of the services rendered while simultaneously protecting the attorney-client and work-product privileges. The Applicant attempted, in accordance with the Guidelines, not to lump services. For all entries in excess of one hour of time, the time entries provide a breakdown of the

amount of time spent on a specific activity included in that time entry if more than one service was rendered.

As for the services rendered, at the onset of the case, the Applicant wrote letters to the Debtor's banks, M&T Bank, PNC Bank, and Middletown Valley Bank, seeking the turnover of money the Debtor had at the time in its bank accounts. As a result of the turnover letters, the Trustee received a total of \$357,960.37. Additionally, knowing that there would be taxable events requiring the filing of federal and state tax returns, the Applicant drafted and filed the Trustee's Application to Employ an Accountant and the Trustee's Application to Employ an Auctioneer. (Doc. Nos. 15, 20).

Also at the onset of the case, the Trustee needed bank statements, deposit slips, and cancelled checks of the Debtor's bank accounts for the three year period prior to the Petition Date to (1) investigate the financial affairs of the Debtor and (2) to investigate and prosecute preference and/or fraudulent conveyance actions. While the Debtor was able to provide the Trustee with some documents, the Trustee needed more than the Debtor has on hand. As such, the Applicant drafted and filed motions requesting this Court to enter Orders authorizing him to conduct an examination of M&T Bank, PNC Bank, and Middletown Valley Bank pursuant to Fed. R. Bankr. P. 2004. (Doc. No. 27-29) After obtaining those orders, the Applicant completed and served Rule 2004 Subpoenas on M&T Bank, PNC Bank, and Middletown Valley Bank, and drafted and filed notices of service of discovery in support of the foregoing. (Doc. No. 51-53) The banks complied with the Rule 2004 Subpoenas, and the Applicant thereafter reviewed and analyzed the documents that were produced for possible fraudulent conveyances.

As shown on its Schedule F, the Debtor held a business credit card issued by American Express Company (the "Debtor's AmEx Card"). The Trustee needed the monthly statements of

the Debtor's AmEx Card for the three year period prior to the Petition Date to (1) investigate the financial affairs of the Debtor and (2) to investigate certain purchases made by the Debtor. It was thought that these purchases may reveal unknown assets of the bankruptcy estate and/or avoidable transfers. While the Debtor was able to provide the Trustee with some statements, the Trustee needs more than the Debtor has on hand. As such, the Applicant drafted and filed a motion seeking entry of an Order authorizing him to conduct an examination of American Express Company pursuant to Fed. R. Bankr. P. 2004. (Doc No 32) After obtaining that order, the Applicant completed and served a Rule 2004 Subpoena on American Express Company.

The Applicant also quickly liquidated the Debtor's tools and equipment as well as the Debtor's work trucks and trailers. His efforts to do so were complicated by the discovery of unscheduled tax liens in favor of the IRS and the State of Maryland that encumbered the Debtor's assets. As such, the Applicant contacted and began to have conversation with representatives of the IRS and the State of Maryland about consenting to the sale. About that same time, the Applicant draft and filed motions seeking to sell the Debtor's tools and equipment as well as the Debtor's work trucks and trailers free and clear of the IRS' and State of Maryland's tax liens. (Doc. Nos. 21, 33) More specifically, those motions, and the orders granting the motions, noted and provided for the subrogation of the tax liens under 11 U.S.C. §724(b).¹ After closing on the sale of the Debtor's tools and equipment as well as the Debtor's work trucks and trailers, the Applicant drafted and filed Reports of Sale. (Doc. Nos. 56, 57, 59) The sale of the Debtor's tools and equipment as well as the Debtor's work trucks and trailers has brought \$47,218.00 to the estate.

¹ The Debtor's schedules noted the existence of wage claims of former employees. If those employees were to file claims, the tax liens would have precluded the Trustee's ability to pay them. Hence, for this reason and others, the subrogation.

The Applicant also drafted and filed a motion seeking to reject the Debtor's lease with its landlord and a notice of the Trustee's intent to abandon the remaining tools and equipment not sold at auction as well as the Debtor's office furniture. (Doc. Nos. 19, 35)

During the Application Period, the Applicant also began his efforts to collect outstanding receivables and well as recover avoidable preferential transfers. As for the collection of the outstanding receivables, the Applicant reviewed the Debtor's accounts receivable records, project files, invoices, and checks received from customers. After doing so, the Applicant drafted and mailed collection letters to customers with outstanding invoices. Some of those costumers contacted the Applicant and later remitted funds to the Trustee on account of their outstanding invoices. Specifically, the Trustee has received \$26,308.40 on account of outstanding invoices. There remains approximately \$437,000.00 worth of receivables to collect. Some of the customers are working with the Applicant on paying the outstanding invoices, and others are ignoring the Applicant's collection letter.

As for the recovery of avoidable preferential transfers, the Applicant, in conjunction with a report created and provided to the Applicant by the Trustee's accountant, reviewed the Debtor's books and records as well as the Debtor's accounts payable files for the vendors that were paid within the 90 day period prior to the Petition Date.² After doing so, the Applicant drafted and mailed demand letters to those vendors he believed did not have an ordinary course of business defense to a preference claim. Some of those vendors have contacted the Applicant, and are in the process of providing the Applicant with documentation in support of a defense. Other vendors have ignored the Applicant's demand letter.

² The Debtor kept paper files for some of its vendors that included invoices and checks issued to pay those invoices. The Applicant was able to review these documents to ascertain the existence of any ordinary course of business defense that may arise.

During the next application period, the Applicant will focus on commencing and prosecuting collection, turnover, and avoidance actions.

During the Application Period, the Applicant also drafted this interim fee application as well as the interim fee application for the Trustee's Accountant.

The Amounts Requested and Rates Charged for Such Services

14. The attorney who has worked on this case and his hourly rate is shown on the invoice attached hereto as *Exhibit A*.

15. Applicant charges \$0.20 per page for in-house copying.

16. The charges for which reimbursement are sought are of a type that are customarily not considered part of overhead in this geographic area. Applicant customarily requires its clients to pay such other charges in addition to attorneys' fees at Applicant's normal hourly rate.

Necessity of Services

17. As detailed above, Applicant seeks compensation only for those activities that are beneficial to the estate.

18. Representation of the Trustee has required Applicant to exercise its skill and expertise in the preparation of the documentation filed and the actions taken in the case. The services rendered by Applicant in this case have not been duplicative.

Reasonableness of Time Spent in Relation to Complexity of Case

19. The problems, issues and tasks involved in this case were those generally expected to routinely be encountered in liquidating property of a bankruptcy estate, and were resolved in an amount of time commensurate with the complexity, importance and nature of the problems, issues and tasks addressed.

20. The services rendered by Applicant in this case have not been duplicative.

The Customary Fee for Comparably Skilled Practitioners

21. The hourly rate for the attorney providing services covered by this Application is the normal and customary rates charged for his services. Applicant believes and avers that its fees are comparable to those charged by other small to medium-sized Baltimore law firms. Applicant also believes and avers that the hourly rates are comparable to those charged by comparably skilled practitioners in other fields of law.

B. The “Lodestar” Analysis/The “Johnson” Factors

22. In addition to the Guidelines’ Factors discussed above, Applicant’s request for compensation is made in conformity with the twelve (12) factors enumerated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 719 (5th Cir. 1974), and expressly adopted by the United States Court of Appeals for the Fourth Circuit in *Barber v. Kimbrells, Inc.*, 577 F.2d 216 (4th Cir. 1978), *Anderson v. Booths*, 658 F.2d 246 (4th Cir. 1978), and *Harman v. Levin (In re: Robertson)*, 772 F.2d 1150 (4th Cir. 1985) (the “Johnson Factors”). The *Johnson* Factors are as follows:

(1) the time and labor expended; (2) the novelty and difficulty of the questions raised; (3) the skill required to properly perform the legal services rendered; (4) the attorney's opportunity costs in pressing the instant litigation; (5) customary fee for like work; (6) the attorney's expectations at the outset of the litigation; (7) the time limitations imposed by the client or circumstances; (8) the amount of controversy and the results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between the attorney and client; and (12) attorneys’ fee awards in similar cases.

Barber v. Kimbrells Inc., 577 F.2d at 226 n 28. These criteria are discussed in detail below.

23. When considering a professional’s application for compensation, the Court should first determine the professional’s “lodestar” by multiplying the number of hours reasonably

expended by a reasonable hourly rate. *In re LBH Associates Ltd. Partnership*, 109 B.R. 157, 15862 (Bankr. D. Md. 1989). *See also, In re Leonard Jed Co.*, 118 B.R. 339, 345 (Bankr. D.Md. 1990).

24. Fees should be adjusted upward if the results achieved by the attorney are exceptional in light of the hourly rate charged. *Blum v. Stenson*, 465 U.S. 889 (1984). *See generally, Pennsylvania v. Delaware Valley Citizens' Counsel*, 478 U.S. 546 (1986); *Hansley v. Eckerhardt*, 461 U.S. 424 (1983).

25. The total fees requested by the Applicant are reasonable under the circumstances, and the *Johnson* Factor analysis, as discussed below, supports an award of compensation in the amount requested.

Time and Labor Required

26. The Applicant has described, in this Application and the attached invoice, the services performed and the time expended.

The Novelty and Difficulty of the Questions Raised

27. The issues involved were those generally expected to routinely be encountered in liquidating assets of a bankruptcy estate, collection matters, and avoidance actions. Although not extremely complex collections cases, it has nonetheless been important for the Applicant to use its experience in bankruptcy and litigation to render the services deemed necessary at the time they were rendered.

Skill Required to Perform the Legal Services Required

28. Representation of the Trustee has required the Applicant to exercise skill and expertise in the preparation of all documentation filed and all actions taken in accordance with the strictures of the Bankruptcy Code and the Bankruptcy Rules.

Preclusion of Other Employment Due to Acceptance of Case

29. This factor has no applicability to this case.

Customary Fee for Similar Work

30. The hourly rate for the attorney listed in *Exhibit A* reflects the normal and customary rates charged for the Applicant's services to debtors, creditors, trustees, receivers and other clients in bankruptcy and state court insolvency proceedings. Applicant believes and avers that its fees are comparable to those charged by other small and medium-sized Baltimore law firms, and that the total compensation sought is reasonable compared with fees charged by other similarly situated law firms in comparable cases.

Attorney's Expectation at Outset of Litigation

31. The Order authorizing the employment of Applicant approved fees based upon Applicant's customary charges, subject, of course, to the filing, notice and court-approval of this Application. As such, Applicant expected that it would be compensated for services rendered at its standard hourly rates and would be reimbursed for all out-of-pocket disbursements made on behalf of the Trustee.

Time Limitations Imposed by Client or Circumstances

32. This factor has little applicability to this case.

Amount of Controversy and Results Obtained

33. The services rendered by Applicant in this case, and the necessity for said services, is reflected in the time recorded entries of the bill for the Application Period attached as *Exhibit A*. Those services, and the necessity thereof, are also described above.

34. As for the results obtained, the Applicant has thus far collected the sum of \$450,259.17 on account of obtaining the turnover of money in the Debtor's bank accounts,

collecting unpaid receivables, and liquidating the Debtor's vehicles, trailers and equipment. The Applicant's next course of action in this case will be commencing and prosecuting collection proceedings and avoidance actions.

Experience, Reputation and Ability of the Attorneys

35. Applicant is a law firm that concentrates primarily in bankruptcy, insolvency and related debtor/creditor work. Applicant serves on the Chapter 7 Trustee Panel, and for the past twenty-four (24) years has routinely represented bankruptcy trustees. Applicant believes that it enjoys the experience, reputation and abilities that are commensurate with the fee allowance requested.

The Undesirability of the Case within the Legal Community

36. This factor has only limited applicability to this case. As a result of the representing the Trustee, Applicant has necessarily been forced to accept delays in obtaining compensation. Such delays do not occur in representing clients in other bankruptcy cases or other clients outside of bankruptcy.

Nature and Length of Professional Relationship with Client

37. This factor has no applicability to this case.

Awards in Similar Cases

38. The compensation sought by Applicant is not inconsistent with, and is considered to be less than, awards provided by this Court in other similar cases to other firms that have provided similar work and who have achieved similar results.

III. SUMMARY

39. All legal services for which compensation is requested in this Application were performed by Applicant for or on behalf of the Trustee and not on behalf of any other person or

entity. No beneficial interests, direct or indirect, or claim against, or interest of the Trustee has been acquired by Applicant or for its account.

40. No payments have been made or promised to the Applicant. There exists no agreement or understanding between Applicant and any other person for the sharing of compensation received or to be received for the services rendered in connection with these proceedings.

41. Applicant has performed necessary services for and provided significant benefits to the Trustee from February 15, 2025, through August 31, 2025, resulting in fees of \$26,950.00 and expenses of \$1,133.95.

42. Notice of this Application has been given to the Office of the United States Trustee, all creditors, and parties-in-interest who have filed a request with the Clerk of the Court that such notices be mailed to them, and all persons entitled to receive notice pursuant to the Bankruptcy Rules.

43. The Trustee has reviewed and approved the fees and expenses requested in this Application.

WHEREFORE, Applicant respectfully requests the following relief:

A. That Applicant be awarded compensation in the amount of \$26,950.00 for its services rendered to the Trustee, plus the reimbursement for out-of-pocket expenses in the amount of \$1,133.95; and

B. That the Trustee be authorized to pay Applicant the fees and expenses awarded; and

C. That Applicant be granted such other and further relief as is just and equitable.

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
P.O. Box 306
Cockeysville, Maryland 21030
(443) 318-4526
Craig@LeaversLaw.com

(Attorney for the Trustee)

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 8th day of September, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Daniel Alan Staeven, Esq.
Frost & Associates, LLC
839 Bestgate Road, Suite 400
Annapolis, Maryland 21401
(Attorney for Debtor)

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

E. E. Marr Erectors, Inc.
2039 Hollins Ferry Road
Baltimore, Maryland 21230
(Debtor)

/s/ Craig B. Leavers
Craig B. Leavers

EXHIBIT A

In Reference To: E.E. Marr Erectors, Inc. Case No. 25-11237-NVA

Professional Services

		<u>Activity</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/17/2025	cbl	emails by and between me and Dan Staeven, attorney for debtor, re: request for copies and original titles to vehciles and trailers, lease for busines premises, tax returns, and arrangments for video inventory of debtor's equipment and inventory (.3); draft app to employ accountant (.5); email to Larry Strauss re: draft app to employ, 2014 verified statement and list of debtor's creditors for conflicts check (.1);	0.9	\$500.00	\$450.00
2/18/025	cbl	emails by and between me and Larry Strauss, trustee's accountant, re: schedule of depreciation of assets and how to handle debtor's books and records being on Sage on a remote server (.2); email to debtor's counsel re: having debtor contact Larry Strauss to get access to Sage remotely (.1); draft turnover letters to PNC, M&T, and Middletwon Valley Bank (.7)	1	\$500.00	\$500.00
2/19/2025	cbl	review and compare VINs on titles provided by debtor's counsel to vehicles on the debtor's 2023 tax return's depretiation schedules (.3); email to Stuart Pollack of R. Hollenshead Auto Sales re: sale of old work trucks (.1); telephone conference with Stuart Pollack re: possible purchase of debtor's old work trucks (.2); email to Dan Staeven, debtor's counsel, re: five vehicles and one trailer that appear to be missing from debtor's scheduiles (.2); emails by and between me and Dan Staeven, debtor's counsel, re: issues with getting access to Sage accounting software from server (.1);	0.9	\$500.00	\$450.00

2/22/2025	cbl	review debtor's vehicles files (.5); email to trustee re: video inventory and 2021 Mercedes purchased by debtor but not on schedules (.2); email to Paul Cooper of Alex Cooper re: video inventory of debtor's equipment and inquiry into whether he thinks it is worth selling (.2)	0.9	\$500.00	\$450.00
2/24/2025	cbl	review and respond to Paul Cooper's email re: value in the debtor's assets (.1); emails by and between me and Stuart Pollack re: transfer of the Mercedes in 2024 to somebody in North Carolina (.1); telephone conference with Zvi Guttman, attorney for landlord, re: getting access to property and payment of rent (.2); emails by and between me and debtor's counsel re: operable condition of debtor's welding machines and forklift (.2); telephone conferenc with Paul Cooper re: operable condition of welding machines and forklift and selling debtor's equipment (.2); telephone conference with Eric Marr, landlord, re: getting access to the property and selling debtor's equipment (.2); review lift stay motion filed by landord (.1);	1.1	\$500.00	\$550.00
2/26/2025	cbl	email to debtor's counsel re: whether debtor owns the shipping container and fencing/safety rail system (.1);	0.1	\$500.00	\$50.00
2/27/2025	cbl	emails by and between me and debtor's counsel re: ownership of shipping containers and guard rails (.1); emails by and between me and Zvi Guttman, attorney for landlord, re: ownership of shipping containers and safety guard rails (.1); email to Paul Cooper re: debtor's ownership of guard rails but not shipping containers (.1)	0.3	\$500.00	\$150.00
2/28/2025	cbl	telephone conference with Stuart Pollack re: title and registration plates for yellow trailer and condition of GMC trucks (.2);	0.2	\$500.00	\$100.00
3/1/2025	cbl	review and analyze debtor's AR records, project files, invoices and checks received for money owed by ACD, WM Schlosser, and American Stone (1.2); draft collection letter for ACD, WM Schlosser, and American Stone (.8)	2	\$500.00	\$1,000.00

3/5/2025	cbl	email to Paul Cooper re: status of proposal for auction of debtor's equipment (.1); telephone conference with Paul Cooper re: suggested course of action for auction and removing items from leased premises (.2); telephone conference with Zvi Guttman, attorney for landlord, re: tentative plan to have saleable assets removed from premises next week, consent to the stay, and amount of rent due post-petition (.2);	0.5	\$500.00	\$250.00
3/6/2025	cbl	voicemail followed by email to Lisa Jiggetts with the IRS re: its secured claim (.1); telephone conference with Lisa Jiggetts re: IRS compromising its secured claim (.2); draft letter to Lisa Jiggetts re: IRS compromising its secured claim (.6); emails by and between me and Kimberly Stephens, General Counsel for Comptroller, re: compromising secured claim (.2); draft Mtn to Reject Lease and Notice thereof (.8); telephone conference with Zvi Guttman re: cosent order resolving lift stay motion and providing for landlord's claim (.2);	2.1	\$500.00	\$1,050.00
3/10/2025	cbl	research and review law re: subordination under 724(b) (.8); research and review law on whether 724(b) subordination is a "legal or equitable proceeding" under 363(f)(5) (1.1); telephone conference with trustee re: ability to subordinate tax liens as means to sell assets free and clear (.3)	2.2	\$500.00	\$1,100.00

3/13/2025		telephone conference with Lisa Jenkins of the IRS re: my letter, the tax lien matter being referred to counsel, and the estate's plan to subordinate tax lien under 724(b) (.2); telephone conference with Paul Cooper, Hugh Bernstein of the UST and the Trustee re: clarification of amount of buyer's premium, commission and other costs and expenses (.2); review draft consent order from Zvi Guttman, attorney for landlord, re: resolving lift stay motion and motion to reject lease (.1); emails with ZGuttman, attorney for landlord, re basis of amount of rent in consent order being deemed as an administrative expense (.2); telephone conference with Kim Stevens re: confirming Comptroller's tax liens and trustee's plan of subrogate under 724(b) (.2); draft Application to Employ Auctioneer and Rule 2014 Affidavit (.8); email to Paul Cooper re: draft 2014 Affidavit and list of creditors (.2)	1.9	\$500.00	\$950.00
3/17/2025	cbl	emails by and between me and Paul Cooper re: issues with electric pallet jack and scissor lift (.2);	0.2	\$500.00	\$100.00
3/18/2025	cbl	telephone conference with Stuart Pollack re: purchase of vehicles and negotiation of price (.2); telephone conference with Trustee re: offer to purchase vehicle (.2); telephone conference with SPollack of Hollenshead re: agreement on purchase price (.1);	0.5	\$500.00	\$250.00
3/19/2025	cbl	review proposed draft bills of sale for vehicles from R. Hollenshead Auto Sales and compare with titles to debtor's vehicles (.2); emails by and between me and Michelle Lincoln of R. Hollenshead Auto Sales re: proposed bills of sale and missing vehicle (.2); draft purchase agreement for vehicles (.9); email to trustee re: draft of purchase agreement for vehicles, proposed purchase prices for vehicles, and KBB values and issues with those valuations (.2)	1.5	\$500.00	\$750.00
3/24/2025	cbl	draft Motion to Sell Debtor's Tools and Equipment Free and Clear of Liens (1.8); draft Notice of Motion to Sell Tools and Equip Free and Clear (.4); draft proposed order (.5)	2.7	\$500.00	\$1,350.00

3/25/2025	cbl	email to Lisa Jiggets with the IRS re: the filing of the Mtn to Sell Debtor's Tools and Equipment and subordination under 724(b) (.1); email to Kimberly Stephens with the Comptroller re: Mtn to Sell Debtor's Tools and Equipment and subordination under 724(b) (.1); telephone conference with George, attorney for Maxum Crane Works, re: its pre-petition levy on the Debtor's PNC bank accounts, termination of garnishment proceeding so that PNC can turnover funds to estate, and other matters concerning his client's claim (.3)	0.5	\$500.00	\$250.00
3/26/2025	cbl	telephone conference with Phil Burns of IAG re: offer to purchase trailers and amount (.2); telephone conference with Trustee re: offer to purchase (.2); telephone conference with Phil Burns re: agreement on purchase amount (.1);	0.5	\$500.00	\$250.00
3/27/2025	cbl	draft purchase agreement for trailers (.6); email to trustee re: draft purchase agreement for trailers and issue with brake caliper on the enclosed cargo trailer (.2); draft Mtn to Sell Trucks and Trailers Free and Clear (2.1); draft Notice of Mtn to Sell Trucks and Trailers Free and Clear (.5); draft Order Granting Mtn to Sell Trucks and Trailers Free and Clear (.4); draft letter to Zvi Guttman, attorney for debtor's landlord, re: demand for payment of preference (.5)	4.3	\$500.00	\$2,150.00
3/28/2025	cbl	telephone conference with Lisa Jiggets with the IRS re: explanation of subrogation and IRS consenting to sale (.3); draft Mtn for 2004 Exam of PNC (.4); draft Mtn for 2004 Exam of M&T (.4); draft 2004 Mtn of MVB (.3);	1.4	\$500.00	\$700.00
3/29/2025	cbl	draft 2004 Mtn of American Express Company (.5)	0.5	\$500.00	\$250.00
3/31/2025	cbl	review letter from Lisa Jiggets of IRS re: IRS wanting 93% of sale proceeds on account of its lien (.1); draft letter to Lisa Jiggets with the IRS re: response to her letter rejecting offer and reiterating plan to subrogate IRS lien (.5)	0.5	\$500.00	\$250.00
4/2/2025	cbl	draft Notice of Abandonment (1.2)	1.2	\$500.00	\$600.00

4/3/2025	cbl	emails by and between me, trustee, and Carolyn Godfrey of American Stone Virginia re: payment of outstanding receivable and request for execution of release (.3)	0.3	\$500.00	\$150.00
4/7/2025	cbl	emails by and between me and Marjorie Bialy, Senior VP for M&T Bank, re: my 2004 Mtn for M&T (.2);	0.2	\$500.00	\$100.00
4/10/2025	cbl	emails by and between me and Kayloa Coombs of PNC Bank re: Mtn for 2004 exam of PNC (.2)	0.2	\$500.00	\$100.00
4/28/2025	cbl	emails by and between me and Michael Durst of Phoenix Laser Solutions re: picking up stuff he purchased from auction (.2); telephone conference with David Marll re: picking up fencing he purchased from auction (.2); email to Paul Cooper, Trustee's auctioneer, re: not selling items that remain at business premises, if any, at second round bidding (.1); email to Stuart Pollack of Hollenshead and Phillip Burns of IAG re: entry of order authorizing sale of trucks and trailers and where to remit money to trustee (.1);	0.6	\$500.00	\$300.00
4/29/2025	cbl	complete 2004 subpoenas for M&T Bank, PNC Bank and Middletown Valley Bank (.6); draft Notices of Service for 2004 subpoenas for M&T Bank, PNC Bank and Middletown Valley Bank (.7)	1.3	\$500.00	\$650.00
4/30/2025	cbl	email to Zvi Guttman, attorney for landlord, re: trustee being finished with use of business premises and possible issue of offsetting post-petition rent with preference claim (.3)	0.3	\$500.00	\$150.00
5/1/2025	cbl	review and respond to email from Mitchell Keiser, debtor's prepetition accountant re: request from trustee's accountant for tax documents (.2); email to Dan Staeven, debtor's attorney, re: having principal of debtor contact MKeiser and provide authorization to release tax documents (.1); draft Report of Sale for Work Trucks (.6)	0.9	\$500.00	\$450.00

5/2/2025	cbl	emails by and between me and Dan Staeven, debtor's attorney, re: getting information/documentation from debtor's accountant (.2); email to Mitchell Keiser, debtor's prepetition accountant, re: confirmation that he has received authorization to produce tax information/documentation to trustee's accountant (.2)	0.4	\$500.00	\$200.00
5/6/2025	cbl	review and respond to email from Trustee re: executing release to get retainage from ACD Precast for RTC NXT job (.1); telephone conference with Mike Closter, Controller with ACD Precast, re: my letter and outstanding invoices for retainage (.3); follow up email to Mike Closter, Controller with ACD Precast, re: release and status for outstanding invoices for retainage (.2);	0.6	\$500.00	\$300.00
5/27/2025	cbl	review and respond to email from Mike Closter, Controller with ACD Precast, re: his assertion that amount owed on retained for RTC NXT job is lower than the invoice due to change orders (.2);	0.2	\$500.00	\$100.00
5/28/2025	cbl	review construction file for ACD Precast/RTC NXT job for change orders reducing retainage owed (.3); email to Trustee re: changes orders reducing amount of retained owed on ACD Precast/RTC NXT job (.2); telephone conference with Mike Closter of ACD Precast re: email from Dino Diana regarding outstanding invoices to ACD Precast (.1); review and respond to email from Dino Diana re: outstanding invoices to ACD Precast and American Stone Virginia (.2);	0.8	\$500.00	\$400.00

5/29/2025	cbl	telephone conference with Trustee re: change orders reducing retainage owed by ACD Precast for the RTC NXT job (.2); email to Mike Closter, Controller with ACD Precast re: agreement as to revised amount of retainage due on RTC NXT job (.2); review construction files for Smith Midland jobs for outstanding retainage (.6); email to Larry Strauss, Trustee's accountant re: search Sage software for missing invoices to Smith Midland and Architectural Precast (.2); draft demand for payment of invoices letters to Smith Midland and Architectural Precast (.5); review preference analysis created by Trustee's accountant and reveiw and analyze invoices, bank statements, and Debtor's payables files for transferees to evaluate claims and defenses (2.1); draft preference demand letters for All Crane Rental, Barca LLC and Bay Crane (1.1)	4.9	\$500.00	\$2,450.00
6/3/2025	cbl	telephone conference with Brock A. Hower of Architectural Precast concerning my collection letter (.2); review follow up email from Brock A. Hower of Architectural Precast and email same to Dan Staeven, debtor's counsel, asking him to consult with principla of debtor to confirm that debtor did not complete contract for which the outstanding incoivces to Architectural Precast were issued (.1); review email from DStaeven confirming that debtor did not complete contract with Architectural Precast and respond to email from Brock Hower concerning the same (.1); email to Dan Staeven, debtor's counsel, re: inquiry into whether there are any issues with collecting from WM Schlosser and Smith Midland (.2);	0.6	\$500.00	\$300.00
6/4/2025	cbl	review M&T bank record provided in response to 2004 subpoena (1.1); review Middletown bank records provided in response to 2004 subpoena (.8)	1.9	\$500.00	\$950.00
6/5/2025	cbl	emails by and between me, trustee, and people at Alex Cooper re: status of issuance of check of net proceeds from auction (.2);	0.2	\$500.00	\$100.00
6/7/2025	cbl	draft Report of Sale from Auction (Debtor's Tools and Equipment)	0.5	\$500.00	\$250.00

6/9/2025	cbl	review and respond to email from Debtor's counsel re: change order for MOR job that needs to be executed for ACD Precast (.1); email to Trustee re: change order that needs to be executed for MOR job with ACD Precast (.1); email to Mike Closter of ACD Precast re: change order for MOR job and inquiry as to status on payment for other jobs with ACD Precast (.2)	0.4	\$500.00	\$200.00
6/24/2025	cbl	continue review preference analysis created by Trustee's accountant and continue review and analyze of invoices, bank statements, and Debtor's payables files for transferees to evaluate claims and defenses (1.7); draft preference demand letters for Keiser & Keiser, United Rentals, and W.O. Grubb (.8)	2.5	\$500.00	\$1,250.00
6/27/2025	cbl	telephone conference with new Controller for ACD Precast, Carolyn Godfrey, re: status on payment of retainage for jobs with Debtor (.2);	0.2	\$500.00	\$100.00
6/30/2025	cbl	Email and outstanding invoice to Carolyn Godfrey, Controller for ACD Precast, re: status of payment for ART PG-4R job (.3); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for GMU UDIA job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for Reston Row RB5 - 7 job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for Metro Tower job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for St. Elmo Apartments job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for TRC NXT job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for Wexford job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for VA22-4R job (.2); email and	3.3	\$500.00	\$1,650.00

outstanding invoice to CGodfrey of ACD Precast, re: status of payment for VA21 A&B job (.2); Email and outstanding invoice to CGodfrey of ACD Precast, re: status of payment for MORC job (.2); Telephone conference with followed by email to Brittany Messich, Accounting Manager for Smith-Midland, re: status of payment of invoices attached to my May 30, 2025 letter (.3); telephone conference with followed by email to Yvonne of W. M. Schlosser re: outstanding invoice (.3); telephone conference with Zvi Guttman, attoney for landlord, re landlord's defense to preference claims and any preference or fraudulent conveyance claims against BARCA (.2); email to Zvi Guttman, attoney for landlord and BARCA, re: request for documents (.1); email to Larry Strauss, Trustee's accountant, re: AP report for Marr Holdings (.1); review and anaylize Vendor Transaction History for Marr Holdings provided by accountant (.2);

7/1/2025	cbl	telephone conference with Dan Press, attorney for All Crane Rental, re: my preference demand letter and ordinary course of business defense (.2); review and respond to email from Dan Press re: ordinary course defense of All Crane (.3);	0.5	\$500.00	\$250.00
7/2/2025	cbl	review docket and schedules filed in Kirk Edwards chapter 7 bankrutpcy (principal of debtor) (.2);	0.2	\$500.00	\$100.00
7/7/2025	cbl	telephone conference with Mitchel Previs from Previs & Previs, debtor's accountant, re: my preference letter and possible defenses to trustee's preference claims (.2);	0.2	\$500.00	\$100.00
7/9/2025	cbl	telephone conference with David Stone of W. M. Schlosser re: outstanding invoice payment being remitted tomorrow to trustee (.2); email to Trustee re: W.M. Schlosser sending check for ousstanding invoice (.1); telephone conference with Larry Strauss, followed by email to debtor's counsel, re: number of debtor's employees in 2024 (.1)	0.4	\$500.00	\$200.00

7/11/2025	cbl	review letter from Joe Jackson, attorney for W.O. Grubb Crane Rental re: my preference demand letter (.1); emails by and between me and Joe Jackson re: WO Grubb's possible defense to preference claim and request for extra time to provide support documentation (.2)	0.3	\$500.00	\$150.00
7/23/2025	cbl	review and respond to email from Dino Diana re: no response from Godfrey on outstanding retainage due from ACD and his request for trustee to execute release for VA22 project (.3);	0.3	\$500.00	\$150.00
8/15/2025	cbl	review and respond to email from Dan Staeven, attorney for debtor, re: FCCI statements for audit and previous balance owed on Workers Comp policy (.2);	0.2	\$500.00	\$100.00
8/20/2025	cbl	follow up email to Joe Jackson, attorney for W.O. Grubb Crane Rental, re: status of his response to my preference claim letter with defenses (.1); follow-up email to Dina Diana, controller for ACD Precast, re: status of a response to the status of payment on various jobs (.1);	0.2	\$500.00	\$100.00
8/21/2025	cbl	emails by and between me and Joe Jackson, attorney for W.O. Grubb Crane Rental, re: request of trustee to hold off on filing pref action and his impending response letter with his client's defenses (.2);	0.2	\$500.00	\$100.00
8/23/2025	cbl	review letter from Joe Jackson, attorney for WO Grubb, re: defenses to preference claim (.2); email to JJackson re: his letter (.1);	0.3	\$500.00	\$150.00
8/25/2025	cbl	telephone conference with Joe Jackson, attorney for WO Grubb, re: his letter and trustee's need for more documents and information to evaluate ordinary course of business defense (.2);	0.2	\$500.00	\$100.00
8/28/2025	cbl	review non-disclosures agreement provided by Joe Jackson, attorney for WO Grubb (.2); emails by and between me and JJackson re: non-disclosure agreement (.1);	0.3	\$500.00	\$150.00
8/30/2025	cbl	draft first interim fee app for trustee's accountant (.9); draft first interim fee app for trustee's counsel (1.5)	2.4	\$500.00	\$1,200.00
TOTAL SERVICES			53.9		\$26,950.00

Fees, Costs, Expenses

		<u>Expense</u>	<u>Price</u>	<u>Amount</u>
2/18/2025	cbl	Photocopies (App to Employ Accountant)	\$0.20 (x24)	\$4.80
2/18/2025	cbl	Postage - First Class Mail (App to Employ Accountant)	\$0.73 (x3)	\$2.19
2/18/2025	cbl	Photocopies (Turnover Letters)	\$0.20 (x15)	\$3.00
2/18/2025	cbl	Postage - Certified Mail (Turnover Letters)	\$9.68 (x3)	\$29.04
3/3/2025	cbl	Photocopies (Collection Letter to American Stone)	\$0.20 (x10)	\$2.00
3/3/2025	cbl	Postage - First Class Mail (Collection Letter to American Stone)	\$1.01	\$1.01
3/3/2025	cbl	Photocopies (Collection Letter to WMS)	\$0.20 (x9)	\$1.80
3/3/2025	cbl	Postage - First Class Mail (Collection Letter to WMS)	\$1.01	\$1.01
3/3/2025	cbl	Photocopies (Collection Letter to ACD)	\$0.20 (x34)	\$6.80
3/3/2025	cbl	Postage - First Class Mail (Collection Letter to ACD)	\$2.31	\$2.31
3/6/2025	cbl	Photocopies (Mtn to Reject Lease)	\$0.20 (x20)	\$4.00
3/6/2025	cbl	Postage - First Class Mail (Motion to Reject Lease)	\$0.73 (x2)	\$1.46
3/6/2025	cbl	Photocopies (Notice of Mtn to Reject Lease to Creditors)	\$0.15 (x62)	\$9.30
3/6/2025	cbl	Postage - First Class Mail (Notice of Mtn to Reject Lease to Creditors)	\$0.69 (x31)	\$21.39
3/24/2025	cbl	Filing Fee (Mtn to Sell Tools and Equip Free and Clear)	\$199.00	\$199.00
3/24/2025	cbl	Photocopies (Mtn to Sell Tools and Equip Free and Clear)	\$0.20 (x60)	\$12.00
3/24/2025	cbl	Postage - First Class Mail (Mtn to Sell Tools and Equip Free and Clear)	\$0.73 (x5)	\$3.65
3/24/2025	cbl	Postage - Certified Mail (Mtn to Sell Tools and Equip Free and Clear to US AG)	\$9.96	\$9.96

3/24/2025	cbl	Photocopies (Notice of Mtn to Sell Tools and Equip Free and Clear)	\$0.15 (x62)	\$9.30
3/24/2025	cbl	Postage - First Class Mail (Notice of Mtn to Sell Tools and Equip Free and Clear)	\$0.69 (x31)	\$21.39
3/31/2025	cbl	Photocopies (Mtn for 2004 Exam of AmEx)	\$0.20 (x20)	\$4.00
3/31/2025	cbl	Postage - First Class Mail (Mtn for 2004 Exam of AmEx)	\$0.73 (x4)	\$2.92
3/31/2025	cbl	Filing Fee (Mtn to Sell Trucks and Trailers Free and Clear)	\$199.00	\$199.00
3/31/2025	cbl	Photocopies (Mtn to Sell Trucks and Trailers Free and Clear)	\$0.20 (x153)	\$30.60
3/31/2025	cbl	Postage - First Class Mail (Mtn to Sell Trucks and Trailers Free and Clear)	\$1.01 (x8)	\$8.08
3/31/2025	cbl	Postage - Certified Mail (Mtn to Sell Trucks and Trailers Free and Clear to US AG)	\$9.96	\$9.96
3/31/2025	cbl	Photocopies (Notice of Mtn to Sell Trucks and Trailers Free and Clear)	\$0.15 (x62)	\$9.30
3/31/2025	cbl	Postage - First Class Mail (Notice of Mtn to Sell Trucks and Trailers Free and Clear)	\$0.69 (x31)	\$21.39
4/3/2025	cbl	Photocopies (Notice of Abandonment)	\$0.15 (x62)	\$9.30
4/3/2025	cbl	Postage - First Class Mail (Notice of Abandonment)	\$0.69 (x31)	\$21.39
4/28/2025	cbl	Photocopies (Fee charged by AmEx for copies of statements sought in 2004 subpoena)	\$125.00	\$125.00
4/29/2025	cbl	Photocopies (2004 Subpoenas for M&T, PNC, and Middletown to Debtor and Debtor's counsel)	\$0.20 (x48)	\$9.60
4/29/2025	cbl	Postage - First Class Mail (2004 Subpoenas for M&T, PNC, and Middletown to Debtor and Debtor's counsel)	\$2.04 (x2)	\$4.08
4/29/2025	cbl	Photocopies (2004 Subpoenas Packet to M&T, PNC, and Middletown)	\$0.20 (x24)	\$4.80

4/29/2025	cbl	Postage - Certified Mail (2004 Subpoenas Packet to M&T, PNC, and Middletown)	\$9.96 (x3)	\$29.88
5/2/2025	cbl	Photocopies (Report of Sale - Work Trucks)	\$0.20 (x4)	\$0.80
5/2/2025	cbl	Postage - First Class Mail (Report of Sale - Work Trucks)	\$0.73 (x2)	\$1.46
5/29/2025	cbl	Photocopies (Demand for Payment of Invoices - Smith Midland and Architectural Precast)	\$0.20 (x19)	\$3.80
5/29/2025	cbl	Postage - First Class Mail (Demand for Payment of Invoices - Smith Midland and Architectural Precast)	\$0.73 \$1.01	\$1.74
5/29/2025	cbl	Photocopies (Demand for Preference Payment - All Crane Rental, Barca LLC and Bay Crane)	\$0.20 (x44)	\$8.80
5/29/2025	cbl	Postage - First Class Mail (Demand for Preference Payment - All Crane Rental, Barca LLC and Bay Crane)	\$0.73 (x2) \$1.01	\$2.47
5/30/2025	cbl	Postage (keys of business premises to landlord)	\$2.31	\$2.31
6/7/2025	cbl	Photocopies (Report of Sale - Debtor's Tools and Equip)	\$0.20 (x12)	\$2.40
6/7/2025	cbl	Postage - First Class Mail (Report of Sale - Debtor's Tools and Equip)	\$0.73 (x2)	\$1.46
6/24/2025	cbl	Photocopies (Demand for Preference Payment - Keiser & Keiser, United Rentals, and W.O. Grubb)	\$0.20 (x50)	\$10.00
6/24/2025	cbl	Postage - First Class Mail (Demand for Preference Payment - Keiser & Keiser, United Rentals, and W.O. Grubb)	\$0.73 \$2.04 \$3.15	\$5.92
7/8/2025	cbl	M&T Bank - Check No 1186 (Inv No 2500030455) (Photocopy charge for documents requested via Rule 2004 Subpoena)	\$258.08	\$258.08
TOTAL FEES, COSTS, EXPENSES				\$1,133.95

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

*

Case No. 25-11237-NVA

E. E. MARR ERECTORS, INC.,

*

Debtor.

*

* * * * *

**ORDER GRANTING FIRST INTERIM APPLICATION OF THE
LAW OFFICES OF CRAIG B. LEAVERS, LLC
FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT
OF EXPENSES AS COUNSEL TO TRUSTEE
FOR THE PERIOD FROM FEBRUARY 15, 2025, THROUGH AUGUST 31, 2025**

Upon consideration of the First Interim Application of The Law Offices of Craig B. Leavers, LLC for Allowance of Compensation and Reimbursement of Expenses as Counsel to Trustee for the Period from February 15, 2025, through August 31, 2025 (the “Application”), and good cause having been shown, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Application is hereby **GRANTED**; and it is further

ORDERED, that The Law Offices of Craig B. Leavers, LLC is hereby allowed compensation in the amount of \$26,950.00 for its services rendered to the Trustee, plus the reimbursement for out-of-pocket expenses in the amount of \$1,133.95; and it is further

ORDERED that the Trustee is hereby authorized and directed to make said payment to
The Law Offices of Craig B. Leavers, LLC.

Cc: Morgan W. Fisher, Esq. via CM/ECF

Craig B. Leavers, Esq. via CM/ECF

Daniel Alan Staeven, Esq. via CM/ECF

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

E. E. Marr Erectors, Inc.
2039 Hollins Ferry Road
Baltimore, Maryland 21230

END OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

*

Case No. 25-11237-NVA

E. E. MARR ERECTORS, INC.,

*

Debtor.

*

* * * * *

**NOTICE OF FIRST INTERIM APPLICATION OF THE
LAW OFFICES OF CRAIG B. LEAVERS, LLC
FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT
OF EXPENSES AS COUNSEL TO TRUSTEE
FOR THE PERIOD FROM FEBRUARY 15, 2025, THROUGH AUGUST 31, 2025**

TO CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that The Law Offices of Craig B. Leavers, LLC, Legal Counsel for Morgan W. Fisher, the Chapter 7 trustee in the above-captioned case, filed its First Interim Application for Allowance of Compensation and Reimbursement of Expenses as Legal Counsel to Trustee for the Period of February 15, 2025, through August 31, 2025 (the “Application”). The Application may be inspected at the Clerk’s Office, United States Bankruptcy Court, 101 West Lombard Street, Suite 8530, Baltimore, Maryland 21201. It can also be viewed at <https://www.leaverslaw.com/trustee-cases>.

COMPENSATION SOUGHT: The Application seeks the allowance of fees in the amount of \$26,950.00, as well as reimbursement of \$1,133.95 for out-of-pocket expenses and other charges.

NOTICE IS FURTHER GIVEN that objections, if any, must be filed with the Clerk of the Bankruptcy Court, 101 West Lombard Street, Suite 8530, Baltimore, Maryland 21201, and served upon the undersigned within twenty-one (21) days of the date of this Notice. If objections are filed, they must state the facts and legal grounds on which they are based. The Court may act on any such objection with or without a hearing, at its discretion. If no objection is filed, the Court may approve the Application without further notice.

[Continued Next Page]

Parties-in-interest desiring further information should contact the undersigned counsel.

/s/ Craig B. Leavers
Craig B. Leavers, Bar No. 26914
P.O. Box 306
Cockeysville, Maryland 21030
(443) 318-4526
Craig@LeaversLaw.com

(Attorney for the Trustee)

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 8th day of September, 2025, a copy of the foregoing
was served on the parties listed below by electronic service via CM/ECF:

Daniel Alan Staeven, Esq.
Frost & Associates, LLC
839 Bestgate Road, Suite 400
Annapolis, Maryland 21401
(Attorney for Debtor)

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

E. E. Marr Erectors, Inc.
2039 Hollins Ferry Road
Baltimore, Maryland 21230
(Debtor)

Attached creditors matrix

/s/ Craig B. Leavers
Craig B. Leavers

Label Matrix for local noticing
0416-1
Case 25-11237
District of Maryland
Baltimore
Wed Feb 26 14:41:02 EST 2025

E.E. Marr Erectors, Inc.
2039 Hollins Ferry Road
Baltimore, MD 21230-1606

AMERICAN EXPRESS
PO BOX 981537
El Paso, TX 79998-1537

Clark Hill PLC
C/O Andrew Giel
301 Grant St Ste 14
Pittsburgh, PA 15219-1408

(p)COMPTROLLER OF MARYLAND
BANKRUPTCY UNIT
7 ST PAUL STREET SUITE 230
BALTIMORE MD 21202-1626

Danny P. Benjamin
1779 Sam Mason Road
Bunker Hill, WV 25413-3437

Darlene A. Earehart
676 D St
Pasadena, MD 21122-4418

Dewight Watson
8602 Tabb Court
Bowie, MD 20720-4444

Dillon Edwards
10130 Hutzell St
Ijamsville, MD 21754-8818

Dionicio A. Fernandez
6833 Dyer Court
Springfield, VA 22150-2007

Edwin Rodriguez
1024 Allen Drive
Winchester, VA 22601-5832

Grace K. Wetzel
10130 Hutzell St
Ijamsville, MD 21754-8818

Gregory T. Payne
212 Henrico Road
Front Royal, VA 22630-4200

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Jane Edwards
17018 Taylors Landing Road
Sharpsburg, MD 21782-1123

Jose Alvarado
8907 Sonnet Hill Court
Richmond, VA 23236-4429

Jose M. Andrade Maltez
883 Clopper Rd Apt. T1
Gaithersburg, MD 20878-4424

Jose O. Rodriguez
55 Milton Ct
Inwood, WV 25428-4374

Jose Rocha
817 S. Glebe Rd
Arlington, VA 22204-2444

Josue N. Guzman
4324 Eileen Court
Woodbridge, VA 22193-2670

Kevin R. Edwards
1324 Commerce Street
Winchester, VA 22601-4410

Kirk Eugene Edwards
12332 Woodsboro Pike
Keymar, MD 21757-8716

MARR HOLDINGS, LLC
2039 Hollings Ferry Road
Baltimore, MD 21230-1606

Manuel D. Rosales
58 Spring Lake Drive
Stafford, VA 22556-6554

Mark R. Williams
12626 Deerfield Drive
Lusby, MD 20657-3345

Maxim Crane Works
PO Box Box 845389
Minneapolis, MN 55485-0001

State of New Jersey
Division of Employer Accounts
Po Box 59
Trenton, NJ 08646-0059

Steve Dupree
6507 Holly Ridge Rd
Rougemont, NC 27572-8977

Wilmer L. Vargas
5704 Hamilton Street
Hyattsville, MD 20781-2930

Daniel Alan Staeven
Frost & Associates, LLC
839 Bestgate Road
Suite 400
Annapolis, MD 21401-3474

Morgan W. Fisher
Law Offices of Morgan Fisher LLC
18 West St
Annapolis, MD 21401-2421

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Comptroller of Maryland
Bankruptcy Unit
301 W Preston St Ste 409
Baltimore, MD 21201-2396

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Marr Holdings, LLC

End of Label Matrix	
Mailable recipients	30
Bypassed recipients	1
Total	31