

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

**ATOPTECH, INC.,**

Debtor.<sup>1</sup>

Chapter 11

Case No. 17-10111 (MFW)

**DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO 28 U.S.C. §  
156(C) APPROVING THE RETENTION AND APPOINTMENT OF EPIQ  
BANKRUPTCY SOLUTIONS, LLC AS THE CLAIMS AND NOTICING AGENT TO  
THE DEBTORS, EFFECTIVE NUNC PRO TUNC TO THE PETITION DATE**

The above-captioned debtor and debtor-in-possession, ATopTech, Inc. (the "Debtor"), files this application (the "Application") for entry of an order (the "Order"), approving the retention of Epiq Bankruptcy Solutions, LLC ("Epiq"), as claims and noticing agent ("Claims and Noticing Agent") for the Debtor in lieu of the Clerk (the "Clerk") of the United States Bankruptcy Court for the District of Delaware (the "Court") and for related relief, effective nunc pro tunc to the date hereof (the "Petition Date"). In support of this Application, the Debtors rely on the declaration of Brian Karpuk (the "Karpuk Declaration"), attached hereto as **Exhibit A** and incorporated herein by reference. In further support of the Application, the Debtor respectfully states as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtor confirms its consent pursuant to Local Rule 9013-1(f) to the entry

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<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 1945. The Debtor's headquarters and mailing address is 2111 Tasman Avenue, Santa Clara, California 95054.

of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), Local Rules 2002-1(f) and 9013-1(m), and the Court’s Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c), instituted by the Clerk on February 1, 2012 (the “Claims Agent Protocol”).

### **BACKGROUND**

4. On the date hereof (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

5. The Debtor continues to operate its business as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee of unsecured creditors has been appointed in the Debtor’s case.

6. An overview of the Debtor’s history and business, a summary of the events leading to the commencement of this chapter 11 case, and the facts supporting this Motion are set forth in the *Declaration of Jue-Hsien Chern in Support of Chapter 11 Petition and First Day Relief* (the “Chern Declaration”) filed contemporaneously herewith and incorporated by reference herein.

### **RELIEF REQUESTED**

7. By this Application, the Debtor respectfully requests entry of an order, substantially in the form attached hereto, approving the retention and employment of Epiq Bankruptcy Solutions, LLC as Claims and Noticing Agent to the Debtor in lieu of the Clerk, nunc

pro tunc to the Petition Date. The terms of Epiq's retention are set forth in the Services Agreement attached to the Karpuk Declaration as **Exhibit 1** (the "Engagement Agreement"); provided, however, that Epiq is seeking approval solely of the terms and provisions as set forth in this Application and the Proposed Retention Order attached hereto.

**SERVICES TO BE PROVIDED**

8. This Application pertains only to work to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work performed by Epiq outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Epiq will perform, to the extent the Debtor or the Clerk request, the following services and quality control relating thereto in its role as Claims and Noticing Agent (collectively, the "Claims and Noticing Services"):

- a) Preparing and serving required notices and documents in this chapter 11 case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including: (i) notice of the commencement of the chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, notices of objections to claims and objections to transfers of claims, (iv) notices of any hearings on a disclosure statement and confirmation of the Debtor's plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor or Court may deem necessary or appropriate for an orderly administration of this chapter 11 case;
- b) Maintaining an official copy of the Debtor's schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;
- c) Maintaining (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i)-(k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; updating and making said lists available upon request by a party-in-

interest or the Clerk;

- d) Furnishing a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notifying said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be affected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- e) Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received;
- f) For *all* notices, motions, orders, or other pleadings or documents served, preparing and filing or causing to be filed with the Clerk an affidavit or certificate of service within seven business days of service that includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
- g) Processing all proofs of claim received, including those received by the Clerk, checking said processing for accuracy and maintaining the original proofs of claim in a secure area;
- h) Maintaining the official claims register for the Debtor (collectively, the "Claims Register") on behalf of the Clerk; upon the Clerk's request, providing the Clerk with certified, duplicate unofficial Claims Registers; and specifying in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim ( *e.g.*, secured, unsecured, priority, *etc.*); (vi) the Debtor; and (vii) any disposition of the claim;
- i) Implementing necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- j) Recording all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- k) Relocating, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;

- l) Upon completion of the docketing process for all claims received to date for each case, turning over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- m) Monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and making necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- n) Identifying and correcting any incomplete or incorrect addresses in any mailing or service lists;
- o) Assisting in the dissemination of information to the public and responding to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
- p) If this chapter 11 case is converted to a case under chapter 7 of the Bankruptcy Code, contacting the Clerk's office within three (3) days of notice to Epiq of entry of the order converting the case;
- q) Thirty (30) days prior to the close of this chapter 11 case, to the extent practicable, requesting that the Debtor submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;
- r) Within seven (7) days of notice to Epiq of entry of an order closing the chapter 11 case, providing to the Court the final version of the Claims Register as of the date immediately before the close of the chapter 11 case; and
- s) At the close of this chapter 11 case, boxing and transporting all original documents, in proper format, as provided by the Clerk's office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, Missouri.

9. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq. For the

avoidance of doubt, Epiq shall not employ any past or present employee of the Debtor for work that involves the Debtor's bankruptcy case.

10. Epiq will follow the notice and claims procedures that conform to the guidelines promulgated by the Clerk's office or as otherwise directed by the Court.

### **EPIQ'S QUALIFICATIONS**

11. Epiq is one of the country's leading chapter 11 administrators, with significant experience in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of the chapter 11 case. Epiq has substantial experience providing services, including claims and noticing services, in matters of comparable size and complexity to this chapter 11 case.

12. Epiq serves or has served as the official claims and noticing agent in many large bankruptcy cases filed in this district.

13. By appointing Epiq as the Claims and Noticing Agent in this chapter 11 case, the distribution of notices and the processing of claims will be expedited, and the Clerk will be relieved of the administrative burden of processing a large number of claims.

### **PROFESSIONAL COMPENSATION**

14. The Debtor respectfully requests that the undisputed fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the United States Trustee, counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, counsel to the Debtor's secured lender, and any party-in-interest who specifically requests service

of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Prior to the Petition Date, the Debtor provided Epiq a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Epiq may hold such retainer as security for the payment of fees and expenses incurred under the Services Agreement.

16. As part of the overall compensation payable to Epiq under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution obligations as set forth in the Services Agreement, to the extent permitted by applicable law and as modified in the proposed order attached hereto.

17. The terms of the Services Agreement and indemnification provisions included therein were negotiated at arms-length between the Debtor and Epiq, and the Debtor respectfully submit that these provisions of the Services Agreement are reasonable and in the best interests of the Debtor and creditors. Moreover, consistent with the practice in this jurisdiction, the Debtor requested, and Epiq has agreed, that the Court approve the indemnification provisions reflected in the Services Agreement subject to the modifications set forth in the proposed order attached hereto. The Debtor believes that the proposed modifications to the indemnification provisions of the Services Agreement are appropriate under the circumstances, consistent with recent orders entered in this jurisdiction, and should be approved.

#### **DISINTERESTEDNESS**

18. Epiq has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, Epiq has represented that it neither holds nor

represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

19. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Karpuk Declaration, among other things, that:

- a) Epiq is not a creditor of the Debtor;
- b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this case;
- c) By accepting employment in this case, Epiq waives any right to receive compensation from the United States government in connection with this case;
- d) In its capacity as the Claims and Noticing Agent in this case, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this case;
- f) Epiq is a "disinterested person" as that term is defined in 11 U.S.C. § 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- g) In its capacity as Claims and Noticing Agent in this case, Epiq will not intentionally misrepresent any fact to any person;
- h) Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c);
- j) None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office; and
- k) Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**COMPLIANCE WITH THE CLAIMS AGENT PROTOCOL**

20. After evaluation and competitive comparison of the six proposals, the Debtor selected Epiq and determined that Epiq's proposal constitutes the most cost-effective and best proposal in view of the circumstances underlying this bankruptcy case and the Debtor's needs for noticing and claims management therein. The Debtor represents that this Application complies with the Claims Agent Protocol and conforms to the standard application pursuant to 28 U.S.C. § 156(c). To the extent that there is any inconsistency between this Application, the Order and the Services Agreement, then the terms of the Order shall govern.

**BASIS FOR RELIEF**

21. This application is made pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), Local Rule 2002-1(f), and the Claims Agent Protocol for a proposed order appointing Epiq as the claims and noticing agent for the Debtor.

22. Epiq shall assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the case.

**APPOINTMENT NUNC PRO TUNC IS APPROPRIATE**

23. Epiq's appointment as the claims and noticing agent is both necessary and in the best interests of the Debtor's estate and the creditors. The Debtor and the Clerk will both be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtor will be able to devote its full attention to the chapter 11 process.

24. Epiq has provided Claims and Noticing Services since the Petition Date with assurances that the Debtor would seek approval of its employment and retention, effective nunc pro tunc to the Petition Date, such that Epiq could be compensated for services prior to entry of an order approving Epiq's retention.

25. No party in interest will be prejudiced by the nunc pro tunc employment, because the Claims and Noticing Agent has provided and continues to provide valuable services to the Debtor's estate in the interim period.

26. Courts in this jurisdiction routinely have approved nunc pro tunc employment similar to that requested herein in matters comparable to this matter. Based thereon, Epiq should be retained nunc pro tunc to the Petition Date.

**WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)**

27. The Debtor requests that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to waive the fourteen day waiting period in 6004(h).

**NOTICE**

28. Notice of this Application shall be given to (a) the United States Trustee; (b) the creditors holding the 20 largest claims; and (c) counsel for Silicon Valley Bank. As this Motion is seeking "first day" relief, within two business days of the hearing on this Motion, the Debtor will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice need be provided.

**NO PRIOR REQUEST**

29. No prior request for the relief sought in this Application has been made.

WHEREFORE, for the reasons set forth herein and in the First Day Declaration, the Debtor requests entry of an order, in the form attached hereto, (a) approving the Services Agreement and the Debtor's retention and employment of Epiq as claims and noticing agent for the Debtor and for this chapter 11 case, effective nunc pro tunc to the Petition Date, and (b) granting such other relief as is just and proper.

Dated: January 13, 2017

**DORSEY & WHITNEY (DELAWARE) LLP**

*/s/ Robert W. Mallard*

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***Proposed Attorneys for ATopTech, Inc.***

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

**ATOPTECH, INC.,**

Debtor.<sup>1</sup>

Chapter 11

Case No. 17-10111 (MFW)

[Re: Docket No. \_\_\_\_]

**ORDER PURSUANT TO 28 U.S.C. § 156(C) APPROVING THE RETENTION AND  
APPOINTMENT OF EPIQ BANKRUPTCY SOLUTIONS, LLC AS THE CLAIMS AND  
NOTICING AGENT TO THE DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE  
PETITION DATE AND GRANTING RELATED RELIEF**

The Court has considered the Debtor's Application for an Order Approving the Retention and Employment of Epiq Bankruptcy Solutions, LLC as the Claims and Noticing Agent to the Debtor, Effective Nunc Pro Tunc to the Petition Date (the "Application"). The Court has reviewed the Application and the Karpuk Declaration and considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the "Hearing"). The Court has found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. sections 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, and that this Court may enter a final order consistent with Article III of the United States Constitution; (ii) venue is proper in this district pursuant to 28 U.S.C. sections 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. section 157(b); (iv) notice of the Application and the Hearing was sufficient under the circumstances; and (v) there is good cause to waive the fourteen-day stay imposed by Bankruptcy Rule 6004(h) to the extent it is applicable. After due deliberation, the Court has determined that the relief requested in the Application is (i) in the best interests of the Debtor, its estate, and creditors and (ii) necessary to prevent immediate and irreparable harm to the Debtor and its

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<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 1945. The Debtor's headquarters and mailing address is 2111 Tasman Avenue, Santa Clara, California 95054.

estate; and good and sufficient cause having been shown:

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Services Agreement attached as Exhibit “A” to the Karpuk Declaration, the Application is approved solely as set forth in this Order.
3. The Debtor is authorized pursuant to 28 U.S.C. § 156(c), 11 U.S.C. §§ 105(a) and 363, Local Rule 2002-1(f) and the Claims Agent Protocol to retain Epiq as Claims and Noticing Agent nunc pro tunc to the Petition Date under the terms of the Services Agreement attached as Exhibit “A” to the Karpuk Declaration (as modified by this Order), and Epiq is authorized and directed to perform the Claims and Noticing Services described in the Application.
4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain official claims registers for the Debtor and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
5. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.
6. Epiq is authorized to take such other action to comply with all duties set forth in the Application.
7. The Debtors are authorized to compensate Epiq in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its services.

8. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtor, the United States Trustee, counsel for the Debtor, counsel for any official committee monitoring the expenses of Debtor, counsel to Silicon Valley Bank, and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices; provided, however, that the parties may seek resolution of the matter from this Court if resolution is not achieved.

10. Any controversy or claim arising out of the Services Agreement shall first be submitted to this Court for resolution and, if this Court permits, to arbitration in accordance with the terms of the Services Agreement.

11. Pursuant to 11 U.S.C. § 503(b)(1)(A), the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtor's estate.

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000, and thereafter, Epiq may hold its retainer under the Service Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Service Agreement.

13. The indemnification provisions in the Service Agreement are approved, subject to the following modifications, applicable during the pendency of this case:

- (a) Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Service Agreement for services other than services provided under the Service Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.
- (b) Notwithstanding anything to the contrary in the Service Agreement, the Debtor shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is (a) judicially determined (the determination having become final) to have arisen from Epiq's negligence, willful misconduct, or fraud; (b) for a contractual

dispute in which the Debtor alleges the breach of Epiq's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to case law; or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim for which Epiq should not receive indemnity, contribution, or reimbursement under the terms of the Service Agreement as modified by this Order.

- (c) If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal); or (b) the entry of an order closing this case, Epiq believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Service Agreement (as modified by this Order), including the advancement of defense costs, Epiq must file an application in this Court, and the Debtor may not pay any such amounts to Epiq before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

14. In the event Epiq is unable to provide the services set out in this Order, Epiq will immediately notify the Clerk and the Debtor's counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtor's attorney.

15. Epiq shall not cease providing the Claims and Noticing Services during this case for any reason without prior order of this Court authorizing Epiq to do so; provided however, that Epiq may seek such an order on expedited notice by filing a request with this Court with such notice of such request to be served on the Debtor, the United States Trustee, and any official committee of creditors appointed, if any, in these cases by facsimile or overnight delivery; provided further, that except as expressly provided herein, the Debtor and Epiq may otherwise terminate or suspend other services as provided under the Engagement Letter.

16. After entry of an order terminating Epiq's services as the Notice and Claims Agent, upon the closing of this case, or for any other reason, Epiq shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

17. In the event of any inconsistency between the Service Agreement, the Application and this Order, this Order shall govern.

18. Notice of this Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

20. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

21. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_, 2017

Wilmington, Delaware

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MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

**ATOPTECH, INC.,**

Debtor.<sup>1</sup>

Chapter 11

Case No. 17-10111 (\_\_\_)

**DECLARATION OF BRIAN KARPUK IN SUPPORT OF DEBTOR'S APPLICATION  
FOR ENTRY OF AN ORDER PURSUANT TO 28 U.S.C. § 156(C) APPROVING THE  
RETENTION AND APPOINTMENT OF EPIQ BANKRUPTCY SOLUTIONS, LLC AS  
THE CLAIMS AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE NUNC PRO  
TUNC TO THE PETITION DATE**

I, Brian Karpuk, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Director with Epiq Bankruptcy Solutions, LLC ("Epiq"), with offices located at 824 N. Market Street, Suite 412, Wilmington, Delaware 19801.
2. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.
3. I am authorized to submit this declaration (the "Declaration") in support of Debtor's Application for Entry of an Order Pursuant to 28 U.S.C. § 156(c) Approving the Retention and Appointment of Epiq Bankruptcy Solutions, LLC as the Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date (the "Application") by the above referenced debtor.
4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform at the request of the Clerk and the noticing and claims services specified in the Service Agreement, a copy of which is attached as **Exhibit "1"** hereto. In addition, at the

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<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 1945. The Debtor's headquarters and mailing address is 2111 Tasman Avenue, Santa Clara, California 95054.

Debtor's request, Epiq will perform such other claims and noticing services specified in the Application.

5. Epiq is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in cases of this size and complexity, and has acted as the official claims and noticing agent in many large bankruptcy cases.

6. Epiq represents, among other things, the following:

- (a) Epiq neither holds nor represents any interest adverse to the Debtor's estate in connection with any matters for which Epiq will be employed;
- (b) I am not related or connected to and, to the best of my knowledge, no other professional of Epiq is related to or connected to any United States Bankruptcy Judge for the District of Delaware or the United States Trustee or to any employee in the offices thereof;
- (c) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this case;
- (d) By accepting employment in this case, Epiq waives any rights to receive compensation from the United States government;
- (e) By accepting employment as the Claims and Noticing Agent in this case, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (f) Epiq will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;
- (g) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall not be under the supervision and control of the Clerk's office with respect to receipt and recordation of claims and claim transfers; and
- (i) None of the services provided by Epiq as the Claims and Noticing Agent shall be at the expense of the Clerk's office.

7. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Parties in

Interest”) in these cases. The list of Parties in Interest was provided by the Debtor and included the Debtor, the Debtor’s current and former directors and officers, significant shareholders, secured creditors, top 30 unsecured creditors, and other parties. The results of the conflicts check were compiled and reviewed by employees of Epiq, under my supervision. At this time, Epiq is not aware of any relationship which would present a disqualifying conflict of interest.

8. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtor that would impair Epiq’s ability to serve as Claims and Noticing Agent. Epiq may have relationships with certain of the Debtor’s creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to this case. Epiq’s personnel may have relationships with some of the Debtor’s creditors or other parties in interest. To the best of my knowledge, however, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to this case. Epiq has, and will continue to represent clients in matters unrelated to this case. In addition, Epiq has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtor’s case in matters unrelated to this case.

9. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. If any new facts or relationships are discovered, Epiq will supplement its disclosure to the Court.

11. In performing the services of the Claims and Noticing Agent, Epiq will charge the Debtor the rates set forth in the Service Agreement.

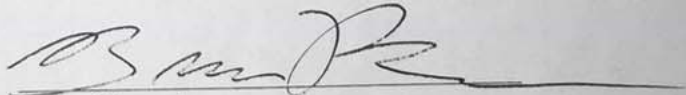
12. Prior to the Petition Date, the Debtor provided Epiq a retainer in the amount of \$25,000. Epiq agrees to use the retainer per the terms of the Service Agreement.

13. Epiq will comply with all request of the Clerk's office, including the Claims Agent Protocol and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

14. The services provided by Epiq will be administrative in nature, and Epiq will not provide services in the nature of legal representation and/or advice to the Debtor.

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

Dated: 1/12/2017

  
Brian Karpuk  
Epiq Bankruptcy Solutions, LLC

**Exhibit 1**



# EPIQ SYSTEMS

## STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as "Epiq" and "Client" as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### General Terms and Conditions

#### 1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the "Agreement"), Epiq agrees to furnish Client with the services set forth on The Services Schedule hereto (the "Services") in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the "Pricing Schedule"). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

#### 2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days' prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days' prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

#### 3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2017. If



such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Before and during the pendency of the Client's case pursuant to Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Case"), the Client shall receive a 15% courtesy discount off hourly fees on each monthly invoice.
- 3.5 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.6 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.7 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.8 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### **4. Confidentiality.**

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising



out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.

## **5. Title to Property.**

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

## **6. Disposition of Data.**

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

## **7. Indemnification.**

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

## **8. Representations / Warranties.**

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

## **9. Confidential On-Line Workspace**

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

## **10. General**

- 10.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 10.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.

- 10.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 10.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 10.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 10.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 10.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 10.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 10.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.

- 10.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq Systems:

Epiq Bankruptcy Solutions, LLC  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attn: Brad Scott

If to Client:

ATOPTech Inc.  
2111 Tasman Dr.  
Santa Clara, CA 95054  
Attn: Claudia Chen

With a copy to:

Dorsey & Whitney LLP  
51 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attn: Janet Weiss

- 10.11 Invoices sent to Client should be delivered to the following address:

ATOPTech, Inc.  
2111 Tasman Dr.  
Santa Clara, CA 95054  
Attn: Claudia Chen

Email:

Claudia @ atoptech.com

- 10.12 The "Effective Date" of this Agreement is Nov. 21, 2016.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

A handwritten signature in black ink, appearing to read "Brad Scott".

\_\_\_\_\_  
Name: Brad Scott

Title: President & COO

**CLIENT**

By: \_\_\_\_\_

Name:

Title:

A handwritten signature in black ink, appearing to read "Claudia Chen".  
\_\_\_\_\_  
Claudia Chen  
VP Finance

## **SERVICES SCHEDULE**

### **SCHEDULES/STATEMENT PREPARATION**

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
  - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
  - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
  - Coordinate collection of data from Client and advisors.
  - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

### **CLAIMS MANAGEMENT**

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
  - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - Date received;
  - Claim number assigned; and
  - Asserted amount and classification of the claim.

- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

#### **NOTICING**

- Prepare and serve required notices in these Chapter 11 cases, including:
  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - Notice of any auction sale hearing;
  - Notice of the claims bar date;
  - Notice of objection to claims;
  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.

- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

### **CRISIS AND COMMUNICATION MANAGEMENT**

- Draft crisis and restructuring communications plan and provide strategy, guidance and plan implementation support.
  - Media Strategy – Work with and advise Client on a media strategy that supplements existing media processes and procedures.
  - Customer, Vendor and other Constituent Outreach – Create outreach strategy and develop supporting documents. Keeping this group informed every step of the way through open and honest outreach will support loyalty, engender trust, and ensure that ongoing operations continue.
  - Employee Communications – Construct and support Client strategize and draft employee communications. Leverage employee relationships by keeping employees in the loop which will help maintain productivity and engender trust. In other words, the more they know, the less they will assume.
  - Document Development – The communications team, in collaboration with Client and its legal, financial, and other advisors, will prepare all necessary documents such as letters, Q&A, talking points, etc. for use with media, employees, customers, vendors and other critical constituents. If Client files for Chapter 11, the news release will also parallel the legal pleading and act as the central document from which all others will be developed. The communications team will draft each of the documents and circulate them through management and the legal team for review and comments.
  - Dissemination of communication materials – Client and/or the communications team will distribute communications documents/emails/etc. to all constituencies to ensure timely information flow to its employees, customers, vendors, and the like.
  - Draft Ongoing Messages – The communications team will draft updated employee memos and follow-up letters to customers, vendors, etc., as Client moves through the restructuring process. Keeping constituents informed is critical to ensure that business operations are productive during the restructuring.

**BALLOTING/TABULATION**

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
- Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
  - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
  - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
  - Coordinate distribution of solicitation documents.
  - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
  - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
  - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
  - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

**CALL CENTER**

- Provide state-of-the-art Call Center facility and services, including (as needed):
- Create frequently asked questions, call scripts, escalation procedures and call log formats.
  - Record automated messaging.
  - Train Call Center staff.
  - Maintain and transmit call log to Client and advisors.

**MISCELLANEOUS**

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.

## **EPIQ SYSTEMS PRICING SCHEDULE**

### **CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
Clerical/Administrative Support	\$25.00 – \$45.00
IT / Programming	\$65.00 – \$85.00
Case Managers	\$70.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$160.00 – \$190.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$215.00
Executives	No Charge

### **CLAIMS AND NOTICING RATES<sup>1</sup>**

Printing	\$0.09 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

### **DATA MANAGEMENT RATES**

Data Storage, Maintenance and Security	\$0.09 per record/month
Electronic Imaging	\$0.10 per image, no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request
On-Line Claim Filing	NO CHARGE

<sup>1</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

**OTHER SERVICES RATES**

Custom Software, Workflow and Review Resources	Quoted at time of request
eDiscovery	Quoted at time of request, bundling pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request