

Ian T. Peck
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Stephen M. Pezanosky
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PROPOSED ATTORNEYS FOR DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, <i>et al.</i> , ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

**DEBTORS' APPLICATION TO EMPLOY RYAN, LLC AS
TAX CONSULTANT TO THE DEBTORS FOR A LIMITED PURPOSE**

**AN EXPEDITED HEARING HAS BEEN REQUESTED ON THIS MATTER
ON JULY 8, 2020 AT 2:00 P.M. (CT) AT THE EARLE CABELL FEDERAL
BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, COURTROOM
NO. 3, DALLAS, TEXAS 75242.**

Tuesday Morning Corporation and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”) hereby file this *Debtors’ Application to Employ Ryan, LLC as Tax Consultant to the Debtors for a Limited Purpose* (the “Application”). In support of the Application, the Debtors rely upon the *Declaration*

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Tuesday Morning Corporation (8532) (“TM Corp.”); TMI Holdings, Inc. (6658) (“TMI Holdings”); Tuesday Morning, Inc. (2994) (“TMI”); Friday Morning, LLC (3440) (“FM LLC”); Days of the Week, Inc. (4231) (“DOTW”); Nights of the Week, Inc. (7141) (“NOTW”); and Tuesday Morning Partners, Ltd. (4232) (“TMP”). The location of the Debtors’ service address is 6250 LBJ Freeway, Dallas, TX 75240.

of Ian Boccaccio in Support of the Debtors' Application to Employ Ryan, LLC as Tax Consultant to the Debtors for a Limited Purpose (the "Boccaccio Declaration"), which is attached hereto as **Exhibit C**. In further support of the Application, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States District Court for the Northern District of Texas (the "District Court") has jurisdiction over the subject matter of this Application pursuant to 28 U.S.C. § 1334. The District Court's jurisdiction has been referred to this Court pursuant to 28 U.S.C. § 157 and the District Court's Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984. This is a core matter pursuant to 28 U.S.C. § 157(b), which may be heard and finally determined by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On May 27, 2020 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") commencing the above captioned cases (the "Chapter 11 Cases"). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. An official committee of unsecured creditors (the "Committee") was appointed in these Chapter 11 Cases on June 9, 2020. no trustee or examiner has been requested or appointed in these Chapter 11 Cases.

4. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Application and the Debtors' Chapter 11 Cases are set forth in greater detail in the *Declaration of Barry Folsie in Support of the Debtors' Chapter 11 Petitions*

and First Day Motions (the “Folse Declaration”), which was filed on the Petition Date and is incorporated by reference in this Application.

Relief Requested

5. The Debtors request the entry of an order, substantially in the form attached to the Application as **Exhibit A**, authorizing the retention and employment of Ryan, LLC (“Ryan, LLC”) as tax consultant to the Debtors, pursuant to Bankruptcy Code §§ 327(a) and 328(a), Bankruptcy Rules 2014(a) and 2016 and Local Rules 2014 and 2016 for the limited purpose of providing federal income tax consulting services (the “Tax Consulting Services”) to the Debtors in accordance with the terms and conditions set forth in that certain engagement letter dated as of June 4, 2020 (the “Engagement Letter”),² a copy of which is attached hereto as **Exhibit B**, and approving the terms of Ryan, LLC’s employment, including the flat fee amount set forth in the Engagement Letter.

A. Services to be Rendered

6. As more fully described in the Engagement Letter, the Debtors propose to retain Ryan, LLC to provide, inter alia, the following services:

Provide a high level assessment as to whether Tuesday Morning underwent an ownership change for the purposes of applying the Net Operating Loss provisions of Internal Revenue Code section 382.

Engagement Letter ¶ 2.

B. Compensation

7. Ryan, LLC has agreed to perform the Tax Consulting Services as described in the Engagement Letter for a flat fee of \$12,500.

² Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined shall have the meaning given to them in the Engagement Letter.

D. Disinterestedness

8. To the best of the Debtors' knowledge, based upon the representations of Mr. Boccaccio as stated in the Boccaccio Declaration executed in support of this Application, Ryan, LLC has no connection with the Debtors, the bankruptcy estates, any creditors, or any other party in interest, their respective attorneys or accountants, the United States Trustee, or any person employed in the office of the United States Trustee other than as set forth herein and in the Boccaccio Declaration.

9. Likewise, the Debtors believe that Ryan, LLC represents no interest adverse to the Debtors in the matters to which it will be engaged, as required by the Bankruptcy Code, and that the employment of Ryan, LLC would serve the best interests of the Debtors.

10. Ryan, LLC is aware of the provisions of 11 U.S.C. § 328(a) and has agreed, notwithstanding the terms and conditions of employment set forth herein, that the Court may allow compensation different from the compensation provided herein if such terms and conditions prove to have been improvident in light of developments unanticipated at the time of the fixing of such terms and conditions.

Basis for Relief Requested

11. Bankruptcy Code § 328(a) provides that a debtor-in-possession may, with the Court's approval, employ a professional "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." *Id.* at § 328(a).

12. The Debtors respectfully submit that the flat fee is fair and reasonable and should be approved under Bankruptcy Code § 328(a), which specifically authorizes compensation of a professional person on a "fixed or percentage fee basis." 11 U.S.C. § 328(a).

13. Under the circumstances, the Debtors submit that it is appropriate and reasonable for Ryan, LLC to be compensated pursuant to the terms of the Engagement Letter without being required to file interim fee applications as contemplated by Bankruptcy Code §§ 330 and 331.

14. The Engagement Letter appropriately reflects the nature and scope of services to be provided by Ryan, LLC. The Debtors believe that Ryan, LLC is well qualified to perform all services contemplated by the Engagement Letter in a cost effective, efficient and timely manner.

Notice

15. Notice of this Application will be provided to: (i) the Office of the United States Trustee; (ii) the Debtors' secured creditors; (iii) any party whose interests are directly affected by this specific pleading; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (v) counsel for the DIP Agent;³ (vi) counsel for the Committee; (vii) the list of the 20 largest unsecured creditors of the Debtors; and (viii) all governmental agencies having a regulatory or statutory interest in these cases (collectively, the "Notice Parties"). Based on the nature of the relief requested herein, the Debtors respectfully submits that no further notice is required.

³ "DIP Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under that certain [Senior Secured Super Priority Debtor-in-Possession Credit Agreement] dated May 27, 2020 between Debtor Tuesday Morning, Inc., as borrower, Guarantors (as defined therein), the DIP Agent, and the lenders party thereto (the "DIP Credit Agreement").

WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court
(i) grant the Application, and (ii) grant such other and further relief as is just and proper.

RESPECTFULLY SUBMITTED this 18th day of June, 2020.

By: /s/ Steven Becker

**Chief Executive Officer
Tuesday Morning Corporation, et al.,**

HAYNES AND BOONE, LLP

By: /s/ Ian T. Peck

Ian T. Peck
State Bar No. 24013306
Stephen Pezanosky
State Bar No. 15881850
Jarom J. Yates
State Bar No. 24071134
2323 Victory Avenue, Suite 700
Dallas, TX 75219
Telephone: 214.651.5000
Facsimile: 214.651.5940
Email: stephen.pezanosky@haynesboone.com
Email: ian.peck@haynesboone.com
Email: jarom.yates@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTORS

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, <i>et al.</i> , ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

**ORDER GRANTING DEBTORS' APPLICATION TO EMPLOY RYAN, LLC
AS TAX CONSULTANT TO THE DEBTORS FOR A LIMITED PURPOSE**

Upon the *Debtors' Application to Employ Ryan, LLC as Tax Consultant to the Debtors for a Limited Purpose* (the "Application")² of Tuesday Morning Corporation, *et al.* (collectively, the "Debtors"); and the Court having jurisdiction to consider the Application and the relief requested

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Tuesday Morning Corporation (8532) ("TM Corp."); TMI Holdings, Inc. (6658) ("TMI Holdings"); Tuesday Morning, Inc. (2994) ("TMI"); Friday Morning, LLC (3440) ("FM LLC"); Days of the Week, Inc. (4231) ("DOTW"); Nights of the Week, Inc. (7141) ("NOTW"); and Tuesday Morning Partners, Ltd. (4232) ("TMP"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Miscellaneous Rule No. 33 (N.D. Tex. August 3, 1984); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and all objections, if any, to the Application have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to Bankruptcy Code §§ 327(a) and 328(a), the Debtors are hereby authorized to retain Ryan, LLC as tax consultant for a limited purpose under the terms and conditions set forth in the Application and the Engagement Agreement.
3. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Bankruptcy Rules, Orders of this Court, or any guidelines regarding submission and approval of fee applications, Ryan, LLC shall be paid a flat fee of \$12,500 pursuant to the terms of the Engagement Letter without being required to file fee applications as contemplated by Bankruptcy Code §§ 330 and 331.
4. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

5. The Debtors and Ryan, LLC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

6. In the event of any inconsistency between the Engagement Letter, the Application and this Order, this Order shall govern.

7. Notwithstanding anything to the contrary herein, nothing in this Order authorizes the use of cash collateral or debtor-in-possession financing. Any payments authorized to be made pursuant to the Motion shall be made only to the extent authorized under the cash collateral and debtor-in-possession financing order approved by the Court in effect as of the time such payment is to be made (together with any approved budgets in connection therewith, the “DIP Order”), and such payments shall be subject to the terms, conditions, limitations, and requirements of the DIP Order in all respects.

8. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

END OF ORDER

Submitted by:

HAYNES AND BOONE, LLP

Stephen M. Pezanosky
State Bar No. 15881850
Ian T. Peck
State Bar No. 24013306
Jarom J. Yates
State Bar No. 24071134
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Email: ian.peck@haynesboone.com
Email: jarom.yates@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTORS

Exhibit B

Engagement Letter



Three Galleria Tower
13155 Noel Road
Suite 100
Dallas, TX 75240
Tel. 972.934.0022
Fax 972.960.0613
www.ryan.com

June 4, 2020

Ms. Stacie Shirley
Chief Financial Officer
Tuesday Morning Corporation
6250 LBJ Freeway
Dallas, Texas 75240

Re: Section 382 Ownership Change Review

Dear Stacie:

Thank you very much for the opportunity to provide federal income tax consulting services to Tuesday Morning Corporation ("Tuesday Morning"). As discussed, this letter (the "Agreement") outlines the terms and conditions of our engagement to provide consulting services to Tuesday Morning. This engagement is subject to approval of the United States Bankruptcy Court for the Northern District of Texas

ENGAGEMENT SCOPE

Ryan, LLC's ("Ryan") team of tax professionals will provide a high-level assessment as to whether Tuesday Morning underwent an ownership change for the purposes of applying the Net Operating Loss provisions of Internal Revenue Code section 382. The review will cover stock trading activity between January 1, 2017 and June 3, 2020, based on filings with the Securities and Exchange Commission, to the extent such filings are presently available. Our findings will be delivered in spreadsheet format, which will include a summary of key assumptions. We also will provide a list of SEC filings (i.e., 13-D and 13-G) for the period of January 1, 2014 through December 31, 2016.

ENGAGEMENT TERM

This Agreement will commence upon the execution hereof, and it will remain in effect until terminated. Either party may elect to terminate this Agreement without cause at any time upon providing the other party with thirty (30) days written notice. If Tuesday Morning elects to terminate this Agreement, Tuesday Morning will be responsible for fees and services rendered and reasonable expenses incurred up to the date of termination.

Ms. Stacie Shirley
Tuesday Morning Corporation
June 4, 2020
Page 2

RESPONSIBILITIES

All services will be conducted under the supervision of Mr. Brint Ryan, who serves as Client Principal for Tuesday Morning. Mr. Ian Boccaccio, Principal, will serve as the Engagement Principal for this project. Mr. Steven Cometa, Manager, will serve as the Project Manager for this engagement and will be responsible for staffing, project coordination, technical direction, and related issues. Additionally, throughout the course of this engagement, we will make every effort to arrange and schedule all work to avoid interruption of Tuesday Morning's normal business operations. Ryan may contract with outside resources with recognized expertise in various foreign jurisdictions, as needed. With the exception of the fee arrangement described below, any subcontractors shall be bound by all terms and conditions of this Agreement, including but not limited to, all obligations of confidentiality.

COMPENSATION

Ryan's fees for this project will be a fixed fee of \$12,500.

All invoices are due and payable in full within thirty (30) days. Tuesday Morning agrees to pay interest of one and one-half percent (1½%) per month on any past due fees. Tuesday Morning further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees, incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to Tuesday Morning on each invoice. In the event Tuesday Morning is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, Tuesday Morning authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice.

NOTICE

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to Tuesday Morning should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

Ms. Stacie Shirley
Tuesday Morning Corporation
June 4, 2020
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Ryan, LLC
Three Galleria Tower
13155 Noel Road
Suite 100
Dallas, Texas 75240
Attn: Chairman and CEO

With a copy to: Attn: Chief Legal Officer

INTEGRITY AND CONFIDENTIALITY

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that Tuesday Morning makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, Tuesday Morning agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and Tuesday Morning further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit Tuesday Morning's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by Tuesday Morning, information previously known to Tuesday Morning, or information rightfully received by Tuesday Morning from a third party without confidential limitations.

LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in Dallas, Dallas County, Texas.


ACKNOWLEDGMENT

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign and return the enclosed copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin

Ms. Stacie Shirley
Tuesday Morning Corporation
June 4, 2020
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our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Ian Boccaccio at 860.985.3234.

RYAN, LLC:

By: 

Name: Ian Boccaccio

Title: Principal

Date: June 4, 2020

TUESDAY MORNING CORPORATION:

By: 

Name: Stacie Shirley

Title: EVP / CFO

Date: 6/4/2020

Exhibit C

Boccaccio Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, <i>et al.</i> , ¹	§	Case No. 20-31476-HDH-11
	§	
Debtors.	§	Jointly Administered

**DECLARATION OF IAN BOCCACCIO IN SUPPORT OF
DEBTORS' APPLICATION TO EMPLOY RYAN, LLC AS
TAX CONSULTANT TO THE DEBTORS FOR A LIMITED PURPOSE**

I, Ian Boccaccio, being duly sworn, state the following under penalty of perjury:

1. My name is Ian Boccaccio. I am over the age of twenty-one years and competent in all respects to make this Declaration. I am a Principal and the Income Tax Practice Leader of Ryan, LLC with offices at Three Galleria Tower, 13155 Noel Road, Suite 100, Dallas, Texas 75240. I submit this Declaration (the "Declaration") in support of the Debtors' Application to Employ Ryan, LLC as Tax Consultant to the Debtors for a Limited Purpose (the "Application"). Except as otherwise indicated herein and, if called as a witness, would testify competently thereto.

2. I earned a Bachelor of Business Administration Degree from Bryant University. Since December of 1999, I have worked on domestic and international tax matters. Prior to leading Ryan, LLC's income tax practice, I served as a Partner at a global tax services firm in New York.

3. Ryan, LLC is not a creditor of these bankruptcy estates for any fees incurred prior to filing. The amount owed for services rendered prepetition is \$0.00.

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Tuesday Morning Corporation (8532) ("TM Corp."); TMI Holdings, Inc. (6658) ("TMI Holdings"); Tuesday Morning, Inc. (2994) ("TMI"); Friday Morning, LLC (3440) ("FM LLC"); Days of the Week, Inc. (4231) ("DOTW"); Nights of the Week, Inc. (7141) ("NOTW"); and Tuesday Morning Partners, Ltd. (4232) ("TMP"). The location of the Debtors' service address is 6250 LBJ Freeway, Dallas, TX 75240.

4. To the best of my knowledge and belief, Ryan, LLC does not represent any interest adverse to that of the Debtors in the matters upon which it is to be engaged. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors and except as provided herein, neither Ryan, LLC, nor any employee of Ryan, LLC, has any materially adverse connections to the Debtors, their creditors or equity interest holders, or other relevant parties, their respective attorneys and accountants, any United States Bankruptcy Judge for the Northern District of Texas, the United States Trustee for the Northern District of Texas, or any person employed by that office of the United States Trustee, that would conflict with the scope of Ryan, LLC's retention or would create any interest adverse to the Debtors' estates or any other party-in-interest.

5. The Debtors have thousands of creditors and, from time to time, Ryan, LLC may have represented certain of those creditors in completely unrelated matters. Proposed bankruptcy counsel for the Debtors has provided me with a list of the Debtors' creditors and other parties-in-interest (the "Conflicts List"), a copy of which is attached hereto as **Schedule 1**. I have caused an examination of our records to be made to determine which, if any, of the parties on the Conflicts List, Ryan, LLC may have represented in the past or may be representing at the present time in totally unrelated matters. This search has disclosed that, to the best of my present knowledge and except as otherwise disclosed on **Schedule 2** attached hereto, Ryan, LLC has not in the past and is not currently representing any of the parties on the Conflicts List.

6. Based on the foregoing, I believe that Ryan, LLC is a "disinterested person" as that term is defined in Bankruptcy Code §§ 101(14) and 327. Should Ryan, LLC discover any material adverse association, I will make the appropriate disclosure by supplemental declaration.

7. Ryan, LLC has received no promises as to compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code.

8. Ryan, LLC has no agreement, and will make no agreement, for the sharing of any compensation which may be awarded to it in, or in connection with, these cases.

9. No retainer has been given to Ryan, LLC with regard to professional services rendered on behalf of the Debtors in these cases.

10. The foregoing constitutes my statement pursuant to §§ 328(c) and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: June 18, 2020

Respectfully submitted,

/s/ Ian Boccaccio

Ian Boccaccio
Principal, Ryan, LLC

Schedule 1

Parties in Interest

In re: TUESDAY MORNING CORPORATION, *et al.*

Debtors:

Tuesday Morning Corporation
TMI Holdings, Inc.
Tuesday Morning, Inc.
Friday Morning, LLC
Days of the Week, Inc.
Nights of the Week, Inc.
Tuesday Morning Partners, Ltd.

Debtor Affiliates & JVs:

Pitcairn, LLC

Directors:

Terry Burman
Steven R. Becker
James Corcoran
Barry Gluck
Frank M. Hamlin
Reuben Slone
Sherry M. Smith
Richard S Willis

Officers:

Steven R. Becker
Stacie Shirley
Kelly Munsch
Bridgett C. Zeterberg
Phillip D. Hixon
Trent Taylor
Catherine Davis
Douglas B. Sullivan
Shelly Rothermund
Brian Turner
Mark Katz
Mindi Coday
Shelly Trosclair
Brigham (Dell) Young
Terri Simon
Jodie George
Mike Willingham
Paul Schleef
Ginger Stoddard
Mitchell Laman

Denise Davis

Former Directors & Officers:

Ashley Weaver
Belinda Byrd-Rohlede
Jennifer Snellgrove
Mike Griffith
Peter Fowler

Equity Holders:

T. Rowe Price Associates, Inc.
Delta Value Group Investment Partnership, LP
The Vanguard Group, Inc.
Grace & White, Inc.
Becker, Steven R
PRIMECAP Management Company
Dimensional Fund Advisors, L.P.
Renaissance Technologies LLC
Uziel Capital Management, L.L.C
Macmahon, Douglas M.
BlackRock Institutional Trust Company, N.A.
Bridgeway Capital Management, Inc.
B. Riley Financial, Inc
Jeereddi Investments, LP (Sibling)
Jeereddi Partners, LLC
Acadian Asset Management LLC
Fuller & Thaler Asset Management Inc.

Insurers:

AFCO Insurance Premium Finance
Allied World Assurance Company
American International Group Inc (AIG)
AXIS Capital
Beazley
Chubb/ACE American Insurance Company
CNA Financial Corp.
LIBERTY MUTUAL INSURANCE GROUP
Lloyds
Paragon
Platte River Insurance Company
Price Forbes
Safety National
Starr Insurance Companies
USI Insurance Services
Zurich Insurance Group

ABL Lenders:

JPMorgan Chase Bank, N.A.
Cahill Gordon & Reindel LLP
Wells Fargo Bank, National Association
J.P. Morgan Securities LLC
Bank of America, N.A.

Letters of Credit:

ARCH INSURANCE COMPANY
Arrowood Indemnity Company
Bond Safeguard Insurance Co.
Safety National Casualty Corp
Zurich American Insurance Company

Surety Bonds:

City of Huntsville
Dominion Energy South Carolina
East Caln Township
Paducah Power Systems
Platte River Insurance Company
State of Nevada, Department of Taxation

Litigation Parties:

BALABBO, PRECILA
BELL, EMA
BREMER, JAZMINN
BRYAN, JANIS
COX, PATSY
FAHEY, MICHAEL
FERREIRO, ANTHONY
MASENG, LISA
NATANILOVA, ZOYA
NEKOUUE, FRED
ORTMAN, SUSAN & LYNN PARKER
PASCONI, ELIZABETH
RAND, DIANE
SMITH, ROBBIE LEE
State of Texas v Miramar Et. Al.
TERSTEN, JILL
WOLRICH, RUTH
Coleman, Charlie Moorer and Sherita
Covenant, Mhoram "Mo"
Kawasmeh, Zackary
Madrid, Patricia
Martin, Barbara

Ortman, Susan
Smart, Justin
Wagner, Mary

Ordinary Course Professionals:

ARNOLD & PORTER LLP
BAKER & MCKENZIE LLP
Brodsky & Smith, LLC
DREW ECKL & FARNHAM, LLP
ERNST & YOUNG, LLP-DALLAS
GARDERE WYNNE SEWELL LLP
HAYNES AND BOONE LLP
MUNSCH HARDT KOPF & HARR, PC
OEHHA
PERKINS COIE LLP
ROGGE DUNN GROUP, PC
SEYFARTH SHAW FAIRWEATHER & GERALDSON
SIDLEY AUSTIN LLP
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
WEIL, GOTSHAL & MANGES LLP
WELTER LAW FIRM, P.C.

Restructuring Professionals:

AlixPartners LLP
Berkeley Research Group, LLC (BRG)
Great American Group
Haynes and Boone, LLP
Miller Buckfire & Co.
Stifel, Nicolaus & Co., Inc.

Banks:

BancFirst Bank
Bank of America
BB & T Bank
BBVA/Compass Bank
Chase Bank
Citizens Bank
Community First National Bank
Fifth Third Bank
Hancock Bank
IBC Bank
International Bank of Commerce
JPMorgan Chase Bank
Key Bank
People Bank
PNC Bank

Regions Bank
US Bank
Wells Fargo

Top 30 Unsecured Creditors:

THREE HANDS CORP
MCGARRAH JESSEE
REVMAN INTERNATIONAL INC
AMERICAN CRAFTS
TRADE LINES INC
L R RESOURCES INC
HOME DYNAMIX
NOURISON INDUSTRIES INC
BLUE RIDGE HOME FASHIONS, INC
PRIVILEGE
SUN N SAND ACCESSORIES
JOFRAN INC
S.L. HOME FASHIONS, INC.
AQ TEXTILES
AMERICAN TEXTILE COMPANY
POOLMASTER INC
YANKEE CANDLE CO INC
YMF CARPET INC
R.G. BARRY CORPORATION
LIFETIME BRANDS INC
LOLOI RUGS
PEACOCK ALLEY (IMP)
CHD HOME TEXTILES LLC
BENSON MILLS INC
ROYALE LINENS, INC
CREATIVE CONVERTING
POPULAR BATH PRODUCTS
HASBRO
CASUAL CUSHION CORP
LENOX CORPORATION

Largest Unsecured Vendors:

SWIFT TRANSPORTATION CORPORATION
MCGARRAH JESSEE
ROSENTHAL & ROSENTHAL, INC
THE CIT GROUP/COMMERCIAL
MILBERG FACTORS INC
UNITEDHEALTHCARE
AMERICAN CRAFTS
PERFORMANCE TEAM FREIGHT SYSTEM INC
KUEHNE & NAGEL INC

SMS ASSIST, LLC
AGILITY LOGISTICS CORP
L R RESOURCES INC
PREMIER TRANSPORTATION
MERCHSOURCE LLC
CHARLES SCHWAB TRUST CO-401K WIRES
PEACOCK ALLEY
RANDSTAD - CAROL STREAM, IL
LIDORADO LTD
LIFETIME BRANDS INC
WELLS FARGO BANK NA
SUNSET VISTA DESIGNS INC
HOME ESSENTIALS AND BEYOND INC
PUNCH STUDIO
LOLOI RUGS
E & E CO LTD
WHITACRE LOGISTICS SERVICES LLC
AVERITT EXPRESS INC
TRI COASTAL DESIGN
ROYAL HERITAGE HOME LLC
ENCHANTE ACCESSORIES, INC.
RIVERROAD WASTE SOLUTIONS INC
BLUE RIDGE HOME FASHIONS, INC
BLUEINK STUDIOS
STERLING NATIONAL BANK
COLOR DYNAMICS
PEM-AMERICA (H.K.) CO LTD
LIBERTY PROPERTY LIIMITED PARTNERSHIP
AMERICAN TEXTILE COMPANY
CREATIVE CONVERTING
FORWARD AIR SOLUTIONS INC
ROSENTHAL & ROSENTHAL
GHIRARDELLI CHOCOLATE COMPANY
MICHEL DESIGN WORKS
HOME EXPRESSIONS INC
TRADE LINES INC
SFERRA FINE LINENS LLC
HOME DYNAMIX
SFERRA FINE LINES LLC
SATORI HOME LIMITED
VERA BRADLEY SALES LLC
JANSEN SUENDER & CO
COLONIAL HOME TEXTILES
LINDT & SPRUNGLI INC
PACIFIC ACCENT INC
JOFRAN INC

PERFORMANCE FOOD GROUP
J HUNT HOME
BARTON LOGISTICS
SKINNY MIXES LLC
FLOJEN
CRESTVIEW COLLECTION
POLYFECT TOYS CO., LTD
REVMAN INTERNATIONAL INC
NORTHPOINT TRADING INC
BUNZL RETAIL SERVICES
VSS TRANSPORTATION GROUP, INC.
GOURMET HOME PRODUCTS LLC
THE MAZEL COMPANY
YMF CARPET INC
NOURISON INDUSTRIES INC
MATTEL
R.G. BARRY CORPORATION
UPPER CANADA SOAP & CANDLE MAKERS CORP
CUISINART
RANDA LUGGAGE INC
EUROPEAN HOME DESIGN
MELISSA & DOUG
LYON CAPITAL CORP
SAMSONITE CORP
KEURIG GREEN MOUNTAIN INC
HOMEWARE(CHINA)CO, LTD
KENNEDY INTERNATIOANL INC
JAY IMPORT CO INC
CLASSIC CONCEPTS
LEISURE MERCHANDISING CORP
CORE HOME
SYMETRA LIFE INSURANCE COMPANY
BOSTON WAREHOUSE
LINCOLN NATIONAL LIFE INSUREANCE COMPANY
THE INDIA CONNECTION LLC
LADY JAYNE LTD
BELMONT PEANUTS OF SOUTHAMPTON
SPIN MASTER INC
HOMEVIEW DESIGN INC
TEXAS BARCODE SYSTEMS
PRIMA DONNA DESIGNS, INC
ELITE HOME PRODUCTS INC
FABRIC EDITIONS LTD
MODE TRANSPORTATION LLC
HOME FASHIONS DISTRIBUTORS INC
LSQ FUNDING GROUP LC

PORT TO PORT IMPORTS INC
GLOBAL BEST INDUSTRIAL LTD
ROSENTHAL & ROSENTHAL INC
CASUAL CUSHION CORP
PEM-AMERICA
TIMCO LOGISTICS SYSTEMS INC
SAGEBROOK HOME
BALKAN EXPRESS LLC
ROBELY TRADING INC
MUD PIE
TRAVELPRO PRODUCTS, INC
PLAYGRO USA LLC
RICARDO BEVERLY HILLS INC
MANHATTAN KIDS LLC
JANSEN, SUENDER & CO.
MOMENTA
BEST BRANDS CONSUMER PRODUCTS INC
INTEGRATED DESIGN PRODUCTS
JB HUNT TRANSPORT INC
LOZIER STORE FIXTURES LLC
POOLMASTER QUALITY PRODUCTS
USA GLOBAL LOGISTICS, LLC
BRENTWOOD ORIGINALS
WEBER DISTRIBUTION, LLC
HARRY & DAVID
CRYSTAL ART OF FLORIDA INC
GOURMET INTERNATIONAL LTD
DESIGN SOURCE INT'L, INC
SIGNATURE COLLECTION TEXTILE INC
STYLECRAFT HOME COLLECTION INC

Court Personnel:

Hon. Barbara J. Houser
Dawn Harden, Courtroom Deputy
Hon. Harlin D. Hale
Jenni Bergreen, Courtroom Deputy
Hon. Stacey G. Jernigan
Traci Ellison, Courtroom Deputy
Robert P. Colwell, Clerk of Court

U.S. Trustee Personnel:

William T. Neary, U.S. Trustee
Lisa L. Lambert, Assistant U.S. Trustee
Meredyth Kippes, Trial Attorney
Stephen McKitt, Trial Attorney

Nancy S. Resnick, Trial Attorney
Erin Schmidt, Trial Attorney
Elizabeth Young, Trial Attorney

Tax and Regulatory Authorities:

CITY OF AURORA
ARIZONA DEPT OF REV
ARIZONA DEPT OF REV- LIC AND REG
ALABAMA DEPT OF REV (MONTGOMERY, AL)
ALABAMA DEPT REVENUE FOREIGN
STATE OF ALABAMA TREAS OFFICE
CITY OF ASHEVILLE
CITY OF BATON ROUGE
BOONE COUNTY FISCAL COURT
BOWLING GREEN/CITY OF - TAX
BELLINGHAM/CITY OF-LIC/PER
BALDWIN COUNTY
BOSSIER CITY - PARISH
CITY OF BELLEVUE
STATE OF COLORADO
COLORADO DEPARTMENT OF REVENUE
CALCASIEU PARISH SALES & USE
COLORADO SPRINGS/CITY OF-SALES TAX
CADDO SHREVEPORT SALES & USE
COLORADO DEPT OF TREASURY
HENDERSON/CITY OF
WARNER ROBINS/ CITY OF
FRANKFORT/ CITY OF
CALIFORNIA BOARD OF EQUALIZATION
CASTLEROCK/TOWN OF
CAMPBELL CO FISCAL COURT
CAMPBELL COUNTY FISCAL COURT
CITY OF RENO, NEVADA
DELAWARE SECRETARY OF STATE (MD)
STATE OF DELAWARE
DELAWARE DIVISION OF REV
DELAWARE DIVISION OF REVENUE
DELAWARE/ STATE OF
DENVER/CITY & CNTY OF-SALES TAX
DEPT OF FINANCE, TREASURY DIVISION
CALIFORNIA STATE CONTROLLER
FORT COLLINS/CITY OF-SALES TAX
FLORIDA DEPARTMENT OF FINANCIAL SERVICES
CITY OF FLORENCE
FARIAS INC
FRANCISCO MORALES

GEORGIA DEPARTMENT OF REVENUE
GRAND JUNCTION/CITY OF-SALES TAX
GRAND JUNCTION/CITY OF-FINANCE DEPT
GEORGIA SALES & USE TAX DIVISION
ILLINOIS SECRETARY OF STATE
JESSE WHITE SECRETARY OF STATE
INDIANA DEPARTMENT OF REVENUE
INCORPORATED VILLAGE OF LAKE GROVE
ILLINOIS STATE TREASURERS OFFICE
INDIANA ATTORNEY GENERALS OFFICE
SYDNEY J HARRISON, CLERK OF CIRCUIT CRT
JOHNSTOWN PLAZA METROPOLITAN DISTRICT
KANSAS DEPARTMENT OF REVNUUE (TOPEKA)
KENTUCKY REVENUE CABINET-SALES TAX
KENTON COUNTY FISCAL COURT
KANSAS CITY TREASURER
KENTUCKY DEPT OF TREASURY-FRANKFORT, KY
KENTUCKY STATE TREASURER/DEPT OF REV
LOUISIANA DEPT OF THE TREASURY
LAKEWOOD/CITY OF-SALES TAX
LEXINGTON-FAYETTE URBAN CO GVT -PROP
LAFAYETTE PARISH SCHOOL BOARD
LONGMONT/CITY OF-PROP&SALES TAX
CITY OF LACEY
CITY OF LITTLETON
MICHIGAN DEPT OF TREASURY - LANSING
MISSISSIPPI STATE TAX COMMISS
NORTH CAROLINA DEPT OF REVENUE
MARYLAND/ COMPTROLLER OF
MINNESOTA DEPT OF REV-LIC/PER
MINNESOTA DEPT OF REVENUE
CITY OF MONROE
MISSISSIPPI DEPARTMENT OF REVENUE
STATE OF MARYLAND
MISSOURI STATE TREASURER
Montgomery County, Maryland
NEVADA DEPT OF TAXATION-PROP
NEVADA DEPT OF TAXATION
NEW MEXICO TAXATION & REV DEPT
NEW JERSEY/STATE OF-SALES TAX
NEW JERSEY CORP. TAX
NEVADA DEPT OF TAXATION
NEVADA EMPLOYMENT SECURITY
NEW YORK SALES TAX PROCESSING
NEW YORK STATE CORPORATION TAX
NORTH DAKOTA TAX COMMISSIONER

NEW JERSEY DEPARTMENT OF THE TREASURY
CITY OF NORTHGLENN
N C DEPT STATE TREASURER
OREGON DEPARTMENT OF REVENUE
OKLAHOMA TAX COMMISSION
OKLAHOMA TAX COMM - AR
OHIO DEPT OF TAXATION-TAX
OCCUPATIONAL TAX ADMINISTRATOR
OKLAHOMA STATE TREASURER
OHIO DEPT OF COMMERCE
ORGEON DEPARTMENT OF STATE LANDS
OREGON DEPARTMENT OF AGRICULTURE - FOOD
DEPARTMENT OF REVENUE
PENNSYLVANIA DEPARTMENT OF REVENUE
CITY OF PUEBLO
PARISH OF JEFFERSON
CITY OF PORTLAND
CITY OF PIGEON FORGE
CITY OF PADUCAH
PA TREASURY DEPARTMENT
TOWN OF PARKER
TERREBONNE, PARISH OF - SALES & USE TAX
PARISH OF RAPIDES
STATE OF RHODE ISLAND
SOUTH CAROLINA DEPT OF REVENUE-TAX
SOUTH DAKOTA STATE TREASURER
ST TAMMANY PARISH-SALES TAX
SOUTH CAROLINA ST TREASURERS OFFICE
STATE COMPTROLLER
STATE TREASURER'S OFFICE
ARKANSAS/ STATE OF
SOUTH WHITEHALL TOWNSHIP
STATE TREASURER OF MISSISSIPPI
TOWN OF SILVERTHORNE
CITY OF SHERIDAN
TENNESSEE DEPT. OF REVENUE-AR
TAX COLL. PARISH OF ST TAMMANY
TEXAS COMPTROLLER OF PUBLIC ACCTS
TANGIPAHOA PARISH SCHOOL SYSTEM
CITY OF TACOMA
TENNESSEE TREASURY DEPARTMENT
UTAH STATE TREASURER
VA DEPARTMENT OF THE TREASURY
STATE OF VERMONT
WISCONSIN DEPT OF REVENUE - TAX
WASHINGTON STATE DEPT OF REVENUE

CITY OF WHEAT RIDGE
WISCONSIN DEPT OF FINANCIAL

Benefits Providers:

Symetra
OPTUM HSA FUNDING
VSP Vision Care
CHARLES SCHWAB TRUST CO
UNITEDHEALTHCARE
BENEFITFOCUS COM INC
CIGNA HEALTHCARE (DENTAL)
LINCOLN FINANCIAL GROUP
NATIONWIDE
Milliman Benefits

Other Related Parties:

Adecco USA, Inc.
ADP, LLC
American Express Travel Related Services Company, Inc.
Annie Modica, Inc.
Baker Tilly Virchow Krause, LLP
Banc of America Merchant Services, LLC
Bank of America, NA
BDO USA, LLP
Cisco Systems Capital Corporation
Daniel J. Edelman, Inc.
Dolphin, Incorporated
ENGIE Insight Services, Inc.
Epicor Software Corporation
GBT US LLC d/b/a American Express Global Business Travel
Marvin F. Poer and Company
Money Network Financial, LLC
Randstad General Partner (US), LLC
Syndeo LLC dba Broadvoice
Telegistics, Inc.
Towers Watson Delaware Inc.
USI Southwest, Inc.

Schedule 2**Ryan, LLC Connections**

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Ryan, LLC Client	Status
AGILITY LOGISTICS CORP	AGILITY LOGISTICS CORP	Ryan, LLC represents AGILITY LOGISTICS CORP on matters unrelated to the Debtors or the Chapter 11 cases.
Allied World Assurance Company	Crum & Forster Group RiverStone Resources LLC Zenith National Insurance Corp.	Ryan, LLC represents Allied World Assurance Company and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
American Express Travel Related Services Company, Inc.	American Express Company	Ryan, LLC represents American Express Travel Related Services Company, Inc. and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
American International Group Inc (AIG)	American International Group Inc (AIG)	Ryan, LLC represents American International Group Inc (AIG) on matters unrelated to the Debtors or the Chapter 11 cases.
Arrowood Indemnity Company	Arrowood Indemnity Company	Ryan, LLC represents Arrowood Indemnity Company on matters unrelated to the Debtors or the Chapter 11 cases.
AVERITT EXPRESS INC	AVERITT EXPRESS INC	Ryan, LLC represents AVERITT EXPRESS INC on matters unrelated to the Debtors or the Chapter 11 cases.
Bank of America, N.A.	Bank of America, N.A.	Ryan, LLC represents Bank of America, N.A. on matters unrelated to the Debtors or the Chapter 11 cases.
BBVA/Compass Bank	BBVA/Compass Bank	Ryan, LLC represents BBVA/Compass Bank on matters unrelated to the Debtors or the Chapter 11 cases.
BlackRock Institutional Trust Company, N.A.	BlackRock Institutional Trust Company, N.A.	Ryan, LLC represents BlackRock Institutional Trust Company, N.A. on matters unrelated to the Debtors or the Chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Ryan, LLC Client	Status
Chase Bank	2070 Bryant Street JV LLC 21c Properties LLC J.P. Morgan Asset Management JPMorgan Chase & Co. JPMorgan Chase Bank, National Association Junius Real Estate Partners Program Acquisitions, LLC Program II Acquisitions LLC SBC Master Pension Trust	Ryan, LLC represents Chase Bank and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Chubb/ACE American Insurance Company	Chubb/ACE American Insurance Company	Ryan, LLC represents Chubb/ACE American Insurance Company on matters unrelated to the Debtors or the Chapter 11 cases.
CIGNA HEALTHCARE (DENTAL)	CIGNA Corporation Connecticut General Life Insurance Co.	Ryan, LLC represents CIGNA HEALTHCARE (DENTAL) and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Citizens Bank	Citizens Bank	Ryan, LLC represents Citizens Bank on matters unrelated to the Debtors or the Chapter 11 cases.
CNA Financial Corp.	CNA Financial Corp.	Ryan, LLC represents CNA Financial Corp. on matters unrelated to the Debtors or the Chapter 11 cases.
Dominion Energy South Carolina	Dominion Resources, Inc.	Ryan, LLC represents Dominion Energy South Carolina and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Epicor Software Corporation	Aireon Canada Ltd Aireon, LLC Cengage Learning	Ryan, LLC represents Epicor Software Corporation and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Fifth Third Bank	Fifth Third Bank	Ryan, LLC represents Fifth Third Bank on matters unrelated to the Debtors or the Chapter 11 cases.
IBC Bank	IBC Bank	Ryan, LLC represents IBC Bank on matters unrelated to the Debtors or the Chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Ryan, LLC Client	Status
J.P. Morgan Securities LLC	2070 Bryant Street JV LLC 21c Properties LLC J.P. Morgan Asset Management JPMorgan Chase & Co. JPMorgan Chase Bank, National Association Junius Real Estate Partners Program Acquisitions, LLC Program II Acquisitions LLC SBC Master Pension Trust	Ryan, LLC represents J.P. Morgan Securities LLC and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
JPMorgan Chase Bank, N.A.	2070 Bryant Street JV LLC 21c Properties LLC J.P. Morgan Asset Management JPMorgan Chase & Co. JPMorgan Chase Bank, National Association Junius Real Estate Partners Program Acquisitions, LLC Program II Acquisitions LLC SBC Master Pension Trust	Ryan, LLC represents JPMorgan Chase Bank, N.A. and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
KUEHNE & NAGEL INC	KUEHNE & NAGEL INC	Ryan, LLC represents KUEHNE & NAGEL INC on matters unrelated to the Debtors or the Chapter 11 cases.
LIBERTY MUTUAL INSURANCE GROUP	LIBERTY MUTUAL INSURANCE GROUP	Ryan, LLC represents LIBERTY MUTUAL INSURANCE GROUP on matters unrelated to the Debtors or the Chapter 11 cases.
LIFETIME BRANDS INC	LIFETIME BRANDS INC	Ryan, LLC represents LIFETIME BRANDS INC on matters unrelated to the Debtors or the Chapter 11 cases.
LINCOLN FINANCIAL GROUP	The Lincoln National Life Insurance Co.	Ryan, LLC represents LINCOLN FINANCIAL GROUP and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
LINDT & SPRUNGLI INC	Lindt & Sprüngli (Australia) PTY LTD Lindt & Sprungli (Canada), Inc.	Ryan, LLC represents LINDT & SPRUNGLI INC and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Ryan, LLC Client	Status
LYON CAPITAL CORP	Lyon Apartment Companies	Ryan, LLC represents LYON CAPITAL CORP and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
MATTEL	Mattel Canada Inc. Mattel, Inc.	Ryan, LLC represents MATTEL and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
NATIONWIDE	Nationwide Mutual Insurance Company	Ryan, LLC represents NATIONWIDE and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
PERFORMANCE FOOD GROUP	PERFORMANCE FOOD GROUP	Ryan, LLC represents PERFORMANCE FOOD GROUP on matters unrelated to the Debtors or the Chapter 11 cases.
PNC Bank	PNC Bank	Ryan, LLC represents PNC Bank on matters unrelated to the Debtors or the Chapter 11 cases.
RANDSTAD - CAROL STREAM, IL	Randstad Interim Inc. Monster Worldwide, Inc. Randstad North America	Ryan, LLC represents RANDSTAD - CAROL STREAM, IL and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Randstad General Partner (US), LLC	Randstad Interim Inc. Monster Worldwide, Inc. Randstad North America	Ryan, LLC represents Randstad General Partner (US), LLC and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Regions Bank	Regions Equipment Finance Corp.	Ryan, LLC represents Regions Bank and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
SAMSONITE CORP	Samsonite Canada Inc. Speculative Product Design, LLC	Ryan, LLC represents SAMSONITE CORP and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
T. Rowe Price Associates, Inc.	T. Rowe Price Associates, Inc.	Ryan, LLC represents T. Rowe Price Associates, Inc. on matters unrelated to the Debtors or the Chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Ryan, LLC Client	Status
WELLS FARGO BANK NA	3687 Buford, LLC Eastdil Secured Griswold, Stefanie Trust Wachovia Corporation Wells Fargo & Company Wells Fargo Bank N.A. Wells Fargo Bank N.A. and Janice A. Lazarof, as Successor Co-Trustees of the Janice Ann Bolker Trust Wells Fargo Bank, N.A. ORE Servicing Group Wells Fargo Commodities, LLC	Ryan, LLC represents WELLS FARGO BANK NA and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
YANKEE CANDLE CO INC	Yankee Candle Company (Europe) Ltd	Ryan, LLC represents YANKEE CANDLE CO INC and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Zurich American Insurance Company	21st Century Insurance and Financial Services Farmers Group, Inc. Farmers Insurance Group of Companies Farmers New World Life Insurance Company Zurich American Insurance Company Zurich Insurance Company Ltd. Zurich Investment Company	Ryan, LLC represents Zurich American Insurance Company and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.
Zurich Insurance Group	21st Century Insurance and Financial Services Farmers Group, Inc. Farmers Insurance Group of Companies Farmers New World Life Insurance Company Zurich American Insurance Company Zurich Insurance Company Ltd. Zurich Investment Company	Ryan, LLC represents Zurich Insurance Group and its affiliate(s) on matters unrelated to the Debtors or the Chapter 11 cases.