

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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In re:

VOLUNTEER ENERGY SERVICES, INC.,

Debtor.<sup>1</sup>

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)  
) Chapter 11  
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) Case No. 22-50804  
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) Judge C. Kathryn Preston  
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**DEBTOR’S APPLICATION FOR ENTRY OF ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF EPIQ CORPORATE  
RESTRUCTURING LLC AS CLAIMS AND NOTICING AGENT  
EFFECTIVE AS OF THE PETITION DATE**

Volunteer Energy Services, Inc., as debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), hereby submits this application (the “Application”) for entry of an order (the “Retention Order”) pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”), and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of Ohio (the “Local Rules”), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtor to retain and employ Epiq Corporate Restructuring LLC (“Epiq”) as the official claims and noticing agent (the “Claims and Noticing Agent”) in the Chapter 11 Case, effective as of March 25, 2022 (the “Petition Date”). The terms of Epiq’s retention are set forth in the engagement agreement between Epiq and the Debtor, attached hereto as **Exhibit B** (the “Engagement Agreement”); *provided, however*, that in this Application, the Debtor is seeking approval of only those terms and provisions of the Engagement Agreement that are consistent with 28 U.S.C. § 156(c) and the proposed Retention Order. If there is any inconsistency between the Application, the Retention

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.



Order, and the Engagement Agreement, the Debtor respectfully requests that the Retention Order govern. In support of this Application, the Debtor relies upon the *Declaration of David Warner in Support of the Chapter 11 Petition and First Day Pleadings* (the “First Day Declaration”),<sup>2</sup> filed concurrently herewith. In further support of this Application, the Debtor submits the *Declaration of Sophie Frodsham in Support of the Debtor’s Application for Entry of an Order Authorizing Employment and Retention of Epiq Corporate Restructuring LLC as Claims and Noticing Agent Effective as of the Petition Date* (the “Claims Agent Declaration”), attached hereto as **Exhibit C**.

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Southern District of Ohio (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and.
2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory bases for the relief requested herein are section 156(c) of title 28 of the United States Code, Bankruptcy Code section 105(a), Local Rule 2014-1, and the *General Order 30-4 from the United States Bankruptcy Court for the Southern District of Ohio*, dated February 24, 2021 (the “General Order”).

### **BACKGROUND**

#### **I. The Chapter 11 Case**

4. On the Petition Date, the Debtor commenced the Chapter 11 Case by filing a petition for relief under chapter 11 of the Bankruptcy Code.
5. The Debtor continues to operate its business and manage its property as a debtor in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the First Day Declaration.



6. No trustee, examiner, creditors' committee, or other official committee has been appointed in this Chapter 11 Case.

7. A description of the Debtor's business operations, capital structure, and circumstances leading to the chapter 11 filing is set forth in the First Day Declaration filed contemporaneously herewith and incorporated herein by reference.

## **II. Epiq's Qualifications**

8. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in this District. Epiq has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly, and fair treatment of creditors, equity security holders, and all parties in interest. Epiq's active and former cases include: *In re Tilden Marcellus, LLC*, Case No. 22-20212 (GLT) (Bankr. W.D. Pa. Feb 4, 2022); *In re American Eagle Delaware Holding Company LLC*, Case No. 22-10028 (JKS) (Bankr. D. Del. Jan 14, 2022); *In re BHCosmetics Holdings, LLC*, Case No. 22-10050 (CSS) (Bankr. D. Del. Jan 14, 2022); *In re Nordic Aviation Capital Designated Activity Company*, Case No. 21-33693 (KRH) (Bankr. E.D. Va. Dec 17, 2021); *In re Strike, LLC*, Case No. 21-90054 (DRJ) (Bankr. S.D. Tex. Dec 6, 2021); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); *In re LTL Management LLC*, Case No. 21-30589 (MBK) (Bankr. D.N.J Oct 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*,



Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re Hopedale Mining LLC*, Case No. 20-12043 (GRH) (Bankr. S.D. Ohio Jul 22, 2020).

9. Retaining Epiq as Claims and Noticing Agent will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of the Chapter 11 Case, and relieve the Office of the Clerk of the Court (the “Clerk”) of these administrative burdens.

### **III. Services to be Provided**

10. The Application pertains only to the work to be performed by Epiq under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c). By this Application, the Debtor seeks to retain Epiq as Claims and Noticing Agent, consistent with the Engagement Agreement, to provide, to the extent requested by the Debtor, bankruptcy administration services (the “Claims and Noticing Services”), including:

- (a) Prepare and serve required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (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, (ii) notice of any claims bar date, (iii) notices of transfers of claims (if any), (iv) notices of objections to claims and objections to transfers of claims (if any), (v) notices of any hearings on a disclosure statement and confirmation of the Debtor’s plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of the 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 the Chapter 11 Case;
- (b) Maintain an official copy of the Debtor’s schedules of assets and liabilities and statement of financial affairs, listing the Debtor’s known creditors and the amounts owed;
- (c) Maintain (i) a list of all potential creditors, equity holders, and any parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance under Bankruptcy Rule 9010 and update and make those lists available upon request by any party in interest or the Clerk;



- (d) Furnish 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 notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the schedules, which may be effected 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) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes: (i) either a copy of the notice served or the docket number and title(s) of the pleading(s) served, (ii) an alphabetical list of persons to whom it was mailed with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk, check processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtor (the “Claims Register”) on behalf of the Clerk on a case-specific website; provide the Clerk, upon the Clerk’s request, with a certified, duplicate unofficial Claims Register; and specify 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, that filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority), and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (l) Record any transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate any Court-filed proofs of claim to Epiq’s offices, not less than weekly;
- (n) Upon completion of the docketing process for any claims received to date, provide to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);



- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Register and any service or mailing lists, including the identification and elimination of duplicative names, addresses, and email addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information on the Chapter 11 Case as directed by the Debtor or the Court, including through a case website or call center;
- (r) If the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Epiq of entry of the order converting the case;
- (s) Within thirty (30) days before the close of the Chapter 11 Case, to the extent practicable, request 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 the Chapter 11 Case;
- (t) Within seven (7) days of notice to Epiq of entry of an order closing the Chapter 11 Case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Chapter 11 Case; and
- (u) At the close of the Chapter 11 Case, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Dayton Federal Records Center, 3150 Springboro Road, Moraine, OH 45439 or (ii) any other location requested by the Clerk's office.

#### **IV. Professional Compensation**

11. 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 Chapter 11 Case under 28 U.S.C. § 156(c) and Bankruptcy Code section 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: (i) the Debtor; (ii) the Office of the United States Trustee; (iii) counsel to the Debtor; (iv) counsel to PNC ; (vi) counsel for any official



committee monitoring the expenses of the Debtor; and (vii) any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if they are unable to achieve resolution on their own, the parties may seek the Court's intervention.

12. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents under certain circumstances specified in the Engagement Agreement. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in the Chapter 11 Case.

13. All requests by Epiq for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided, however*, that in no event shall Epiq be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.

14. In the event that Epiq seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Epiq's own applications, both interim and final, but determined by this Court after notice and a hearing.



15. Prior to the Petition Date, the Debtor provided Epiq with a \$25,000 retainer (the “Retainer”). Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00 and, thereafter, to hold the retainer as security of payment of Epiq’s final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

16. If Epiq is unable to provide the services set out in this Application, Epiq will immediately notify the Clerk and Debtor’s counsel and 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 counsel.

**V. Representation of Disinterestedness**

17. Although the Debtor does not propose by this Application to employ Epiq under Bankruptcy Code section 327 (if the Debtor proposes to retain Epiq to provide services as administrative agent the Debtor will request authority by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the Debtor’s creditors and other parties in interest identified by the Debtor. To the best of the Debtor’s knowledge, information, and belief, and except as disclosed in the Claims Agent Declaration, 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.

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

- (a) Epiq is not a creditor of the Debtor;
- (b) Epiq will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in the Chapter 11 Case;



- (c) By accepting employment in the Chapter 11 Case, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Case;
- (d) In its capacity as Claims and Noticing Agent in the Chapter 11 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 Claims and Noticing Agent in the Chapter 11 Case;
- (f) Epiq is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters for which it is engaged;
- (g) In its capacity as Claims and Noticing Agent in the Chapter 11 Case, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq’s receipt and recordation of claims (if any) and claim transfers (if any) will fall under the supervision and control of the Clerk’s office;
- (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); and
- (j) The Clerk’s office will bear none of the costs of Epiq’s services as Claims and Noticing Agent in the Chapter 11 Case.

19. Epiq will supplement its disclosures to the Court if any facts or circumstances are discovered that would require additional disclosure.

### **RELIEF REQUESTED**

20. By this Application, the Debtor respectfully requests entry of the Retention Order, substantially in the form attached hereto as **Exhibit A**, authorizing the employment and retention of Epiq as Claims and Noticing Agent for the Debtor in the Chapter 11 Case, including assuming full responsibility for the distribution of notices and maintenance, processing and docketing of proofs of claim filed in the Chapter 11 Case, effective as of the Petition Date. The Debtor further requests that the Court order that that in the event the Bankruptcy Code, Bankruptcy Rules, Local Rules, the Case Management Procedures, or an order of the Court requires the Debtor to provide service or mail any notice or other document, or file a certificate or affidavit regarding



such service or notice, Epiq is authorized to take such action(s) on behalf of the Debtor, and completion of such action by Epiq shall be deemed to satisfy Debtor's obligation to perform such action.

21. For the reasons set forth herein, the Debtor submits that the relief requested is in the best interests of the Debtor, its estate, creditors, and other parties in interest and therefore should be granted.

**BASIS FOR REQUESTED RELIEF**

22. Under 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), and the General Order, the Debtor is permitted to retain and employ Epiq as Claims and Noticing Agent in the Chapter 11 Case in order for Epiq to assume full responsibility for the distribution of notices, the maintenance, processing, and docketing of proofs of claim, and other administrative aspects of the Chapter 11 Case.

23. The authority to employ the services of a claims and noticing agent is found in 28 U.S.C. § 156, which sets forth that:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

24. Due to the size of the Chapter 11 Case, the Debtor expects that there will be thousands of entities to be noticed. Recognizing the number of potential parties that may require notice in a complex chapter 11 case, the Procedures for Complex Chapter 11 Cases adopted pursuant to the General Order provide, "[u]nless otherwise ordered, claims agents and noticing



agents shall be retained.” Thus, unless the Court orders otherwise, retention of a Claims and Noticing Agent is not only appropriate, it is required in this complex chapter 11 case.

25. Accordingly, section 156(c) of title 28 of the United States Code and the General Order empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtor’s estate bear the cost of such services.

26. For these reasons, the Debtor believes that the appointment of Epiq as the Claims and Noticing Agent in the Chapter 11 Case is both necessary and in the best interests of the Debtor, its estate and creditors, and all parties in interest. Furthermore, the Debtor respectfully submits that the fees and expenses that would be incurred by Epiq under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

### **MOTION PRACTICE**

27. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Motion. Accordingly, the Debtor submits that this Application satisfies Local Rule 9013-1(a).

### **NOTICE**

28. The Debtor will provide notice of the Application to: (a) the United States Trustee; (b) counsel to PNC Bank, National Association; (c) the holders of the 20 largest unsecured claims against the Debtor; (d) all official committees appointed, as of the filing of this Motion, in the Chapter 11 Case and their counsel; (e) the offices of the attorneys general for Ohio, Pennsylvania, Michigan, Kentucky, and West Virginia; (f) the United States Attorney’s Office for the Southern District of Ohio; (g) the Internal Revenue Service; (h) the Debtor’s state and local taxing authorities in Ohio, Pennsylvania, Michigan, Kentucky, and West Virginia; (i)



the Public Utilities Commission of Ohio, Pennsylvania Public Utilities Commission, Kentucky Public Service Commission, and Michigan Public Service Commission; (j) the U.S. Environmental Protection Agency; (k) the Federal Energy Regulatory Commission; and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice is required.

**NO PRIOR REQUEST**

29. No prior motion for the relief requested herein has been made in this or any other court.



WHEREFORE, the Debtor respectfully requests that the Court enter the Retention Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: March 26, 2022  
Columbus, Ohio

Respectfully submitted,

/s/ David M. Whittaker

David M. Whittaker (0019307)

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- and -

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*Proposed Counsel to the Debtor*



**Exhibit A**

**Proposed Order**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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In re:

VOLUNTEER ENERGY SERVICES, INC.,

Debtor.<sup>1</sup>

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Chapter 11

Case No. 22-50804

Judge C. Kathryn Preston

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF EPIQ  
CORPORATE RESTRUCTURING LLC AS CLAIMS AND NOTICING AGENT  
EFFECTIVE AS OF THE PETITION DATE  
[RELATED TO DOCKET NO. [    ]]**

Upon the application (the “Application”)<sup>2</sup> of the Debtor for entry of an order (this “Order”) authorizing the employment and retention of Epiq Corporate Restructuring LLC (“Epiq”) as Claims and Noticing Agent in the Chapter 11 Case, effective as of the Petition Date,

<sup>1</sup> The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Application.



under 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), Local Rule 2014-1, and the General Order to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Case, (c) provide such other administrative services, as required by the Debtor and approved by the Court, that would fall within the purview of services to be provided by the Clerk, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Claims Agent Declaration; and based upon the estimated volume of creditors in the Chapter 11 Case, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtor's expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and the Court having found and determined that Epiq has the capability and experience to provide the services described in the Application, that Epiq does not hold an interest adverse to the Debtor or its estate with respect to the matters on which it is to be engaged, and that the employment and retention of Epiq is in the best interests of the Debtor, its estate and creditors, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and good and sufficient notice of the Application having been given and no other or further notice being required; and after due deliberation thereon and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth herein.



2. The Debtor is authorized to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date consistent with the Engagement Agreement, to provide, to the extent requested by the Debtor, bankruptcy administration services (the “Claims and Noticing Services”), including:

- (a) Prepare and serve required notices and documents in the Chapter 11 Case in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (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, (ii) notice of any claims bar date, (iii) notices of transfers of claims (if any), (iv) notices of objections to claims and objections to transfers of claims (if any), (v) notices of any hearings on a disclosure statement and confirmation of the Debtor’s plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of the 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 the Chapter 11 Case;
- (b) Maintain an official copy of the Debtor’s schedules of assets and liabilities and statement of financial affairs, listing the Debtor’s known creditors and the amounts owed;
- (c) Maintain (i) a list of all potential creditors, equity holders, and any parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance under Bankruptcy Rule 9010 and update and make those lists available upon request by any party in interest or the Clerk;
- (d) Furnish 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 notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the schedules, which may be effected 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) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service that includes: (i) either a copy of the notice served or the docket number and



title(s) of the pleading(s) served, (ii) an alphabetical list of persons to whom it was mailed with their addresses, (iii) the manner of service, and (iv) the date served;

- (g) Process all proofs of claim received, including those received by the Clerk, check processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtor (the “Claims Register”) on behalf of the Clerk on a case-specific website; provide the Clerk, upon the Clerk’s request, with a certified, duplicate unofficial Claims Register; and specify 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, that filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority), and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (l) Record any transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate any Court-filed proofs of claim to Epiq’s offices, not less than weekly;
- (n) Upon completion of the docketing process for any claims received to date, provide to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- (o) Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the Claims Register and any service or mailing lists, including the identification and elimination of duplicative names, addresses, and email addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information on the Chapter 11 Case as directed by the Debtor or the Court, including through a case website or call center;



- (r) If the Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Epiq of entry of the order converting the case;
- (s) Within thirty (30) days before the close of the Chapter 11 Case, to the extent practicable, request 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 the Chapter 11 Case;
- (t) Within seven (7) days of notice to Epiq of entry of an order closing the Chapter 11 Case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Chapter 11 Case; and
- (u) At the close of the Chapter 11 Case, box and transport all original documents, in proper format, as provided by the Clerk's office, to (i) the Dayton Federal Records Center, 3150 Springboro Road, Moraine, OH 45439 or (ii) any other location requested by the Clerk's office.

3. The Court further orders that that in the event the Bankruptcy Code, Bankruptcy Rules, Local Rules, the Case Management Procedures, or an order of the Court requires the Debtor to provide service or mail any notice or other document, or file a certificate or affidavit regarding such service or notice, Epiq is authorized to take such action(s) on behalf of the Debtor, and completion of such action by Epiq shall be deemed to satisfy Debtor's obligation to perform such action.

4. Epiq is authorized to take such other actions to comply with all duties set forth in the Application.

5. The Debtor is authorized to compensate Epiq in accordance with the terms of the Engagement 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 expenses.



6. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and will serve monthly invoices on the Debtor, the Office of the United States Trustee, counsel to the Debtor, counsel to PNC, counsel for any official committee monitoring the expenses of the Debtor, and any party in interest that specifically requests service of the monthly invoices.

7. The parties shall meet and confer in an attempt to resolve any dispute that might arise relating to the Engagement Agreement or monthly invoices. If the parties, after meeting and conferring, are unable to resolve their dispute, they may seek resolution of the matter from the Court.

8. Pursuant to Bankruptcy Code section 503(b)(1)(A), the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtor's estate.

9. Epiq may apply its Retainer to all pre-petition invoices, which Retainer shall be replenished to the original Retainer amount, and thereafter, hold its Retainer under the Engagement Agreement during the Chapter 11 Case as security for the payment of fees and expenses incurred under the Engagement Agreement.

10. The Debtor shall indemnify Epiq under the terms of the Engagement Agreement subject to the following modifications:

(a) Epiq shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services other than the financial advisory and investment banking services provided under the Engagement Letter, unless such other services and the indemnification, contribution or reimbursement therefore are approved by the Court;

(b) Notwithstanding anything to the contrary, the Debtor shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen solely from Epiq's gross negligence, willful misconduct, fraud, bad faith or self-dealing; or (ii) settled prior to a judicial determination as to



Epiq's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which Epiq should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and

(c) If, before the earlier of (i) 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 (ii) the entry of an order closing these chapter 11 cases, 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 Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, Epiq must file an application therefore in this Court, and the Debtors 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 the 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 shall retain the right to object to any demand by Epiq for indemnification, contribution or reimbursement.

11. All requests by Epiq for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided, however*, that in no event shall Epiq be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.

12. In the event that Epiq seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Epiq's own applications, both interim and final, but determined by this Court after notice and a hearing.



13. If Epiq is unable to provide the services set out in this Order, Epiq will immediately notify the Clerk and Debtor's counsel and 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 counsel.

14. Epiq may not cease providing claims processing services during the Chapter 11 Case for any reason, including nonpayment, without an order of the Court.

15. The Debtor may submit a separate retention application, under Bankruptcy Code section 327 and or any applicable law, for work that is to be performed by Epiq that is not specifically authorized by this Order.

16. The Debtor and Epiq are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

17. The Debtor shall serve this Order on the parties who were served with the Application and shall file a certificate of service confirming compliance with this requirement.

18. Notwithstanding any term in the Engagement Agreement to the contrary, this Court will retain exclusive jurisdiction over all matters arising from or related to the implementation of this Order.

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

**SO ORDERED.**

Copies to: Default List



**Exhibit B**

**Engagement Agreement**





# EPIQ CORPORATE RESTRUCTURING

## 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 subject to any previously agreed upon discount if applicable. 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, 2023. 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 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.
- 3.5 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.
- 3.6 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.
- 3.7 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. Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.





**9. 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.

**10. 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).

**11. General**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.





- 11.7 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.
- 11.8 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.
- 11.9 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.





- 11.10 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:

Epiq Corporate Restructuring, LLC  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attn: Brad Tuttle

If to Client:

Volunteer Energy Services, Inc.  
790 Windmill Drive  
Pickerington, OH 43147  
Attn: John L. Einstein, IV, ESQ  
e-mail – jeinstein@volunteerenergy.com

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

Volunteer Energy Services, Inc.  
790 Windmill Drive  
Pickerington, Ohio 43147  
Attention: Account Payable

Email: mrunck@volunteerenergy.com

- 11.12 The “Effective Date” of this Agreement is March 2, 2022.





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

**EPIQ CORPORATE RESTRUCTURING, LLC**

A handwritten signature in blue ink, appearing to be 'B Tuttle', written over a horizontal line.

\_\_\_\_\_  
Name: Brad Tuttle  
Title: General Manager

**VOLUNTEER ENERGY SERVICES, INC.**

By: A handwritten signature in blue ink, appearing to be 'John L. Einstein, IV', written over a horizontal line.

Name: John L Einstein, IV, Esq,  
Title: General Counsel





## **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.

### **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.





## **PRICING SCHEDULE**

### **CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
Clerical/Administrative Support	\$24.00 – \$52.00
IT / Programming	\$65.00 – \$72.00
Project Managers/Consultants/ Directors	\$72.00 – \$168.00
Solicitation Consultant	\$168.00
Executive Vice President, Solicitation	\$175.00

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

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE / \$0.03 #10 ENVELOPES
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL / \$0.10 e-mail mass volume
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	\$0.05 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 SERVICES**

On-Line Claim Filing	NO CHARGE
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<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
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled 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



**Exhibit C**

**Claims Agent Declaration**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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In re:

VOLUNTEER ENERGY SERVICES, INC.,

Debtor.<sup>1</sup>

---

)  
) Chapter 11  
)

) Case No. 22-50804  
)

) Judge C. Kathryn Preston  
)

**DECLARATION OF SOPHIE FRODSHAM IN SUPPORT OF  
DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF EPIQ  
CORPORATE RESTRUCTURING LLC AS CLAIMS AND NOTICING  
AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Sophie Frodsham, under penalty of perjury, declare as follows:

1. I am a Consulting Director of Epiq Corporate Restructuring LLC (“Epiq”), a chapter 11 administrative services firm that specializes in the administration of large bankruptcy cases. Epiq’s corporate offices are located at 777 Third Ave. 12<sup>th</sup> Floor, New York NY 10017. I am duly authorized to make this declaration on behalf of Epiq. 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.

2. This declaration is made in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of Epiq Corporate Restructuring LLC as Claims and Noticing Agent Effective as of the Petition Date*, which was filed contemporaneously herewith (the “Application”).<sup>2</sup> The information contained in the Application is accurate to the best of my knowledge.

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.



3. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases and in matters of this size and complexity. Epiq's professionals have acted as claims and noticing agent in many large bankruptcy cases throughout the country. Epiq's active and former cases include: *In re Tilden Marcellus, LLC*, Case No. 22-20212 (GLT) (Bankr. W.D. Pa. Feb 4, 2022); *In re American Eagle Delaware Holding Company LLC*, Case No. 22-10028 (JKS) (Bankr. D. Del. Jan 14, 2022); *In re BHCosmetics Holdings, LLC*, Case No. 22-10050 (CSS) (Bankr. D. Del. Jan 14, 2022); *In re Nordic Aviation Capital Designated Activity Company*, Case No. 21-33693 (KRH) (Bankr. E.D. Va. Dec 17, 2021); *In re Strike, LLC*, Case No. 21-90054 (DRJ) (Bankr. S.D. Tex. Dec 6, 2021); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); *In re LTL Management LLC*, Case No. 21-30589 (MBK) (Bankr. D.N.J Oct 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re Hopedale Mining LLC*, Case No. 20-12043 (GRH) (Bankr. S.D. Ohio Jul 22, 2020).

4. As agent and custodian of court records under 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Court (the "Clerk"), the services specified in the Application and the Engagement Agreement, and, at the Debtor's request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Epiq will charge the Debtor the rates set forth in the Engagement Agreement, which is attached as **Exhibit B** to the Application. Epiq will



apply its Retainer in a manner that is consistent with the authority provided in the Retention Order.

5. Epiq represents that:
- (a) Epiq is not a creditor of the Debtor;
  - (b) Epiq will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in the Chapter 11 Case;
  - (c) By accepting employment in the Chapter 11 Case, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Case;
  - (d) In its capacity as Claims and Noticing Agent in the Chapter 11 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 Claims and Noticing Agent in the Chapter 11 Case;
  - (f) Epiq is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters for which it is engaged;
  - (g) In its capacity as Claims and Noticing Agent in the Chapter 11 Case, Epiq will not intentionally misrepresent any fact to any person;
  - (h) Epiq’s receipt and recordation of claims (if any) and claim transfers (if any) will fall under the supervision and control of the Clerk’s office;
  - (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); and
  - (j) The Clerk’s office will bear none of the costs of Epiq’s services as Claims and Noticing Agent in the Chapter 11 Case.

6. Although the Debtor by the Application does not propose to retain Epiq under Bankruptcy Code section 327 (such retention will be sought by separate application), I authorized our conflicts system to review the names of all known potential parties in interest (the “Potential Parties in Interest”) in the Chapter 11 Case. The list of Potential Parties in Interest was



provided by the Debtor and included, among other parties, the Debtor, directors and officers of the Debtor, equity interest holders, secured creditors, and the Debtor's largest unsecured creditors. Epiq's professionals under my supervision compiled and reviewed the results of the conflicts check. As set forth in further detail herein, Epiq is not currently aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq, these parties have been identified on a list annexed hereto as **Schedule 1** (the "**Client Match List**").<sup>3</sup> However, given Epiq's neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to this chapter 11 case. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely on information provided to me by the Debtor, and except as detailed herein, neither Epiq nor any of its professionals has any connection materially adverse to the Debtor, its creditors, or other relevant parties. 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 or administrative advisor for another chapter 11 debtor.

8. Epiq has and will continue to represent clients in matters unrelated to the Chapter 11 Case. In addition, Epiq has and will continue to have relationships in the ordinary course of

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<sup>3</sup> A full list of interested parties that were included in Epiq's search are attached hereto as **Schedule 2**.



its business with certain vendors, professionals, and other parties in interest that may be involved in the Chapter 11 Case. There is also a possibility that Epiq will provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Case, though such services would not directly relate to, or have any direct connection with, the Chapter 11 Case or the Debtor.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to 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. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC (“DTI”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“DTI Topco”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“OAC”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (“OPE”, which together with OAC are referred to as “OMERS”), and funds managed by Harvest Partners, LP, (“Harvest”) a leading private equity investment firm.

11. Neither OMERS nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.



12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“Parent Board Designees”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “Barrier”): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to OMERS, Harvest, or the Parent Board Designees; (iii) no OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (v) other than the Parent Board Designees, Epiq operates independently from OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of OMERS and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the potential parties in interest.



14. To the best of my knowledge, no Epiq partner or employee is related to any Bankruptcy Judge in this District, U.S. District Judge in the District, or any employee of the U.S. Trustee.

15. To the best of my knowledge, neither Epiq nor any of its partners or employees represents any interest materially adverse to the Debtor's estate with respect to any matter on which Epiq is to be engaged. Based on the foregoing, I believe that Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14).

In accordance with 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.

Executed on March 26, 2022

/s/ Sophie Frodsham

Sophie Frodsham  
Consulting Director



**SCHEDULE 1**

**Client Match List**

<b>Name</b>	<b>Relationship to Debtor</b>
AETNA	SG&A
BANK OF AMERICA	Energy - Hedges
BLANK ROME	Senior Lender Counsel
CITY OF WILMINGTON	Aggregation List - Gas
COLUMBIA GAS TRANSMISSION CORP.	Energy - Pipeline/Transmission
CSX TRANSPORTATION, INC.	Customer - GTS
DUKE ENERGY	Energy - Utility/LDCs Counterparties POR payments
GREAT AMERICAN INSURANCE	Energy - Surety Bond
OHIO STATE TAX DEPARTMENT	SG&A
PNC BANK, N.A.	Senior Lender
SHELLENERGY NORTH AMERICA (US) LP	Energy - Supplier
STAPLES BUSINESS CREDIT	SG&A
TENNESSEE GAS PIPELINE COMPANY	Energy - Pipeline/Transmission
USI INSURANCE	Energy - Surety Bond
WALGREEN CO.	Customer - GTS



**SCHEDULE 2**



**Potential Parties in Interest**

**Debtor**

Volunteer Energy Services, Inc.

**Debtor's Equity Security Holder**

Richard A. Curnutte, Sr.

**Bankruptcy Judges and Staff**

Chief Judge John E. Hoffman, Jr.

Judge Jeffery P. Hopkins

Judge C. Kathryn Preston

Judge Guy R. Humphrey

Judge Beth A. Buchanan

Judge Mina Nami Khorami

Kristie Vickers

Brian Gifford

Susan Thompson

Karli Fisher

Laura Attack

Benedict Wiesner

Tom Kisor

Konrad Starostka

Neil Berman

Elizabeth Rogers

A. Ryan Cunningham

Colleen Militello

Heather Gilliam

Rebecca Hess

Kristin Wehrmann

Susie Cioffi

**Bankruptcy and Other Professionals**

AEG Affiliated Energy Group

B. Riley Financial, Inc.

Blank Rome LLP

Boehm Kurtz & Lowry

Carlile Patchen & Murphy LLP

Clark Schaeffer Hackett

Dentons Cohen & Grigsby PC

Epiq Corporate Restructuring LLC

Gallagher Law

Ice Miller LLP

Isaac Wiles & Burkholder, LLC

The Keystone Group

McDermott Will & Emery LLP

McDonald Hopkins LLC

McNees Wallace & Nurick LLC

Sidley Austin LLP

Standley Law Group LLP

Tidwell Group

Wilke & Associates LLP

**Banks and Lenders**

PNC Bank, National Association

PNC Capital Markets LLC

**Current and Former Directors and Officers**

Richard A. Curnutte

John L. Einstein

David Warner

Anthony Digioia, Jr.

Richard A. Curnutte, Jr.

Jeffrey M. Horsley

Marc C. Runck

**Energy – Utility/LDC Counterparties**

AEP Ohio Power

AES Corporation

American Electric

Columbia Gas of Kentucky

Columbia Gas of Ohio

Columbia Gas of Pennsylvania

Consumers Energy Co

Dominion Energy - Ohio

DPL - Dayton Power & Light Company

DTE Gas Company

Duke Energy

First Energy

MGU - Michigan Gas Utilities

Ohio Power Co - Distribution

Peoples Natural Gas Co

Semco Central

The East Ohio Gas Company

Vectren aka Centerpoint Energy

WE Energies

**Energy – Hedges**

Bank of America

Nextera Energy Marketing LLC

StoneX Group (FC Stone)



Interactive Brokers  
Ice US OTC Commodity Markets LLC

**Energy – Supplier**

Arm Energy  
BP  
CarbonBetter LLC  
DTE Energy Trading Inc  
ECO-Energy  
ICE - Intercontinental Exchange  
Sequent Energy Management  
Shell Energy North America (US) LP  
Snyder Brothers  
Texla Energy Management Inc

**Energy – Pipeline/Transmission**

ANR Pipeline Company  
Columbia Gas Transmission Corp.  
Dominion Energy Transmission, Inc. aka  
Eastern Gas Transmission  
Nexus Gas Transmission LLCX (US)  
Panhandle Eastern Pipe Line  
Rockies Express Pipeline  
Tennessee Gas Pipeline Company  
Texas Eastern Transmission LP  
Trunkline Gas Company LLC  
Transco Gas PipeLine

**Energy – ISO**

PJM Settlement Inc.

**Energy – Utility/LDC Other**

American Electric Power  
Dominion East Ohio Gas  
Ohio Edison Company  
The Illuminating Company  
Toledo Edison Company

**Energy – RECs**

Spectron Energy Inc.  
ICAP  
3Degrees Group Inc.

**Energy – Supplier (Local)**

American Energy Services  
B & E Resources LLC

Beardmore Producing Co  
Big Sand Drilling Company Inc  
Blessing Acres Properties LLC  
Bruce Maendel  
C&D Oil and Gas LLC  
Cambrian Hunter, Inc.  
Cedar Valley  
Don Bandy  
G & O Resources, LTD  
Gress Oil & Gas  
JD Gas & Oil Inc  
John Campton  
Oil Field Service, Inc  
OOGA - Ohio Oil & Gas Association  
Ohio Oil & Gas Energy Education Program  
- OOGEEP  
Pete & Violet Schoeni  
Red Hill Development Co  
S & S Energy Corporation  
T & F Exploration  
Triple B, LLC  
Zoran Oil & Gas

**Energy – Surety Bond**

Capital Indemnity  
Cincinnati Insurance  
Great American Insurance  
Trimble Insurance Agency  
USI insurance

**Broker/Channel Partners**

ABA Energy Partners Inc.  
Abba Enterprises Unlimited LLC  
Ablahad Salmo  
Academy Utility Consultants  
Action Business Services LLC  
Adam N Girard  
AES - Huck Hayes  
Alternate Energy Suppliers  
Alternative Gas & Electric Solutions, LLC  
Alternative Utility Services, Inc. (AUS)  
Amerex  
AMPO Inc.  
AMT Telecom  
Amy Avery



Andrew Skedo  
Antoinette Weathers  
Aspen Energy  
Asset Energy LLC  
Athens Area Chamber of Commerce  
Baroda Group LLC  
BHP Energy LLC GEM Energy  
Blue Flame  
Blue Hook Systems LLC  
Blue Print Energy Group  
Bradley Lewis  
Broker Online Exchange  
Buckeye Energy Brokers, Inc.  
Burton Energy Group  
Cambridge Area Chamber of Commerce  
CCAOSC Energy Solutions, LLC.  
CEH Consulting LLC  
Chamber Energy Solutions, LLC.  
Chase Tek Corporation  
Cherrydale  
Cherrydale dba Commercial Services  
Brokers  
Choice Energy Services Retail  
City of Gallipolis  
City of Pickerington - Reinvestment  
City of Reynoldsburg  
City of St Clairsville  
Clifford Walker III  
Commercial & Industrail Energy  
Commercial Service Broker  
Community Energy Advisers  
Compass Enterprises  
Consumer Energy Solutions Inc.  
Consumers Energy Options  
Curago Energy LLC  
CVC Co LLC  
Dan Gheesling  
Dave Erich  
David Donahue  
David Printup  
David Tomlin  
Daybreak Energy  
Dena Leginski  
Dennis Giancola  
Derrick Parker  
Diversified Energy

Dyna Flow LLC  
ECOVA Tharaldson Group  
Electric & Gas Savings LLC  
Elizabeth Young  
Emuna Energy  
Enel X North America, Inc.  
EnerCom Inc  
Enerconnex LLC  
Energen Inc.  
Energy Alliances, Inc.  
Energy Auction Exchange LLC  
Energy Choice LLC  
Energy Cost Savers  
Energy Edge Strategic Solutions  
Energy Impact  
Energy Profesionals  
Energy Revenue  
Enstar Energy LLC  
ERC Services LLC  
Executive Assistant Service  
FirstEnergy Solutions DbA The E Group  
Five Gems  
Fred Holmes  
Global Deregulation Services Inc  
Good Energy L.P.  
Green Power Source  
Greenlight Marketing LLC  
Growers Energy Solutions, LLC.  
GSA Group  
Habes LLC  
HealthTrust Purchasing Group  
Heartland Energy  
HPS LLC  
Huck Hayes  
Ice Solutions Inc  
Independent Energy Consultants Inc  
Industrial and Commercial Energy Cons.  
Insight Sourcing Group  
Integrity Energy  
Irish Energy  
JAC Technologies  
Jackson Area Chamber of Commerce  
Jamie Warner  
JARSCO LLC  
Jeff Brandt  
Jieun Yoon



JME Leadership Committee LLC

Joel Heron

John C. Costa

John R Wiles

John Urmetz

Jon Dunbar

Jon Jurhs

Jonathan Firetage

KBK Group

Kristine Mahan

Lakepoint Energy LLC

Landmark Real Estate

Larry Hughes

Lawrence Popiel

LCI Networking LTD

Lights Out Energy

Logan-Hocking Chamber of Commerce

Logical Communication Services, LLC

Lyons Consulting LLC

M&S SpeedForce, LLC.

Madison Blair and Co.

Magic Diamond Tools, Inc.

Marc Sosnowski

Mark Brickley

Mark Coffey

Mark Gahn

Matthews Marketing

Michael Capuano

Michigan 4 Energy LLC

Michigan Retailers Association

Midwest Energy Inc.

Midwest Utility Consultants , Inc.

Mike Kennedy

Monumental Energy LLC

MSI Utilities Inc

Muirfield Energy

Natalie Girard

National Energy Experts, Inc

National Sales Systems, LLC.

Nelsonville Area Chamber

New American Power

New River Group, LLC.

Nick Barlow

Nicolas Andreasson

North Shore Energy Consulting

OGW Energy Resources

OHIO EIC

Ohio Energy Management LLC

Ohio Industrials

On-Demand Energy, LP

One Source

Onyx Power & Gas Consulting

Open Energy LLC

Options Consulting Services

Palmer Energy Company, Inc.

Patricia Hancz

Paul Pickell

Performance Group of America LLC

Pickerington Area Chamber of Commerce

Power Bid

Pure Energy Source

RD Energy Inc.

Regor Energy Corporation

Revenue Group Salesloft Division

Rick Ebaugh

S J Cobb & Associates

SCEW

Schneider Electric fka Summit Energy Ser.

SCioto Energy

Shamie Development, Inc

Sheree Hill

Simple Energy

South East Energy Consultants LLC

Southern Energy Alliance & Holding

Steve Mintz

Strategic Energy Service

Sun Heating & Cooling Inc

Supernova Partners, LLC

Svetlana Newberry

Tacuma Swanson

Taylor Energy Partners LLC

Taylor Marketing Group

TEF Energy Solutions

Telecom Consulting

TES Energy Services

The Eagles Nest Worldwide

The Pragma Company LLC

Thomas Haefner

Tiffany Maholm

Tim O'Brien

Timothy C. Hall Jr

Tom Kozak



TPI Efficiency  
Trajectory Services, LLC  
Trane Energy Choice  
Trebel LLC  
Triple S Energy Management LLC  
Triumph Purchasing Network Inc  
Ty Branscum  
URC Energy  
USave Utilities LLC  
Utilities Group  
Utility Choice International  
Utility Research Inc  
Utility Savings Assn  
VERB Energy LLC  
Vibrant Energy Company  
Vikron Energy  
Village of Albany  
Village of Barnesville  
Village of Bethesda  
Village of Bridgeport  
Village Of Cadiz-  
Village of Fredericktown  
Village of Warsaw  
WMS Inc.  
Worthington Energy Consultants

### **Payroll & Benefits**

Ameriflex Business Solutions  
Guardian Insurance  
Paylocity  
Transamerica Retirement Services  
Crest Retirement

### **SG&A**

Aetna  
Westfield Insurance  
Call Insurance Agency, Inc.  
Ohio BWC  
CompManagement Health Systems, Inc. –  
Sedgwick  
Everest Indemnity Insurance Company  
Cobbs Allen Capital, LLC dba CAC  
Specialty  
Astute Technology Management  
AT&T U-verse  
Cognitive Energy LLC.

Computer Voice Systems  
EC Infosystems, Inc  
Ice US OTC Commodity Markets LLC  
Key Internet Systems  
Quadient Leasing  
Volli Communications  
Hopkins Printing  
Portfolio Creative, LLC.  
Touchpoint Strategies  
US Postmaster  
American Express  
Buckeye Culligan  
Canon Financial Services  
Cintas Corporation  
Continental Message Solutions Inc  
Crest Retirement  
Local Waste Services LLC  
Public Storage  
Staples Business Credit  
Columbia Gas of Ohio  
Guardian Protection Services  
Local Waste Services  
South Central Power  
LJC Real Estate Holdings, LLC  
Ohio State Tax Department  
PA UC Fund

### **Customers**

Adams Township  
Berlin Township  
Bethel Township  
Board of Commissioners Stark Co  
Board of Erie County Commissioners  
Brown Township  
Cambridge Township  
Canfield Township  
City of Ashland  
City of Bellefontaine  
City of Bowling Green  
City of Canfield  
City of Celina  
City of Clyde  
City of Columbiana  
City of Findlay  
City of Fremont



City of Gallipolis  
City of Greenville  
City of Marion  
City of North Canton  
City of Ontario  
City of Pickerington  
City of Reynoldsburg  
City of Salem  
City of Shelby  
City of Sidney  
City of St. Clairsville  
City of St. Marys  
City of Uhrichsville  
City of Washington Court House  
City of Willard  
City of Wilmington  
City of Xenia  
Clay Township  
Cross Creek Township  
Delaware Township  
Etna Township  
Franklin Township (Coshocton Co)  
Franklin Township (Tuscarawasa Co)  
Franklin Township (Warren County)  
Genoa Township  
German Township  
Green Township  
Greenville Township  
Hamilton Township  
Harlem Township  
Harrison Township  
Jackson Township  
Jefferson Township  
Lawrence Township  
Liberty Township (Hancock Co)  
Mad River Township  
Madison Township (Clark Co)  
Madison Township (Franklin County)  
Marion Township  
Medina County  
Mill Township  
Monroe Township  
Morgan Township  
Orange Township  
Pease Township  
Perrysburg Township

Pierce Township  
Pike Township  
Prairie Township  
Richland Township  
Salem Township  
Saline Township  
Sandy Township (Stark County)  
Sandy Township (Tuscarawas County)  
Scioto Township  
Springfield Township  
Steubenville Township  
Sugar Creek Township (Tuscarawas County)  
Troy Township  
Tuscarawas Township  
Village of Shawnee Hills  
Village of Albany  
Village of Ansonia  
Village of Ashville  
Village of Barnesville  
Village of Bellville  
Village of Bethesda  
Village of Bradford  
Village of Bradner  
Village of Brewster  
Village of Bridgeport  
Village of Cadiz  
Village of Corwin  
Village of Covington  
Village of Elmore  
Village of Fort Loramie  
Village of Fredericktown  
Village of Grafton  
Village of Greenfield  
Village of Jeffersonville  
Village of Killbuck  
Village of Magnolia  
Village of McConnelsville  
Village of Milan  
Village of Navarre  
Village of New Waterford  
Village of Pomeroy  
Village of Russia  
Village of Silverton  
Village of Sunbury  
Village of Warsaw



Village of West Lafayette  
Village of West Milton  
Warren Township  
Washington Township (Richland Co)  
Wayne County East Union Twp  
Wayne Township (Jefferson County)  
Wayne Township (Warren County)  
Ballville Township  
Blooming Grove Township  
Butler Township (Richland Co)  
City of Campbell  
City of Girard  
City of Marietta  
City of Uhrichsville  
Concord Township  
Cross Creek Township  
Green Creek Township  
Green Township  
Harrison Township  
Jackson Township  
Jefferson Township (Richland Co)  
Lawrence Township  
Madison Township (Franklin Co)  
Mill Township  
Mingo Junction  
Montgomery Township  
Orange Township  
Prairie Township  
Sandusky Township  
Springfield Township  
Steubenville Township  
Sugarcreek Township (Stark Co)  
Townsend Township  
Union Township (Licking Co)  
Village of Cadiz  
Village of Elida  
Village of Minerva  
Village of Polk  
Village of Rayland  
Village of Sunbury  
Village of St. Henry  
Village of Tiltonsville  
Village of Wintersville  
Village of Yorkville  
Washington Township (Richland Co)  
Washington Township (Sandusky Co)

Weller Township  
York Township  
2727 Brice Road LLC aka Lindsay  
A and K Enterprises, Inc.  
Atrium Real Estate II, LLC  
Big Lots Stores, Inc. -1  
Big Lots Stores, Inc. -1  
Big Lots Stores, Inc. -2  
Big Lots Stores, Inc. -2  
Broad-Third Partners, Inc.  
Bryce Hill, Inc. (Build-A-Bear)  
Build-A-Bear  
Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
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Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
Central Ohio Farmers Co-Op, Inc.  
Champaign Family YMCA  
Columbus International Aircenter  
Columbus International Aircenter  
County Line Co-Op Inc.  
County Line Co-Op Inc.  
C.O.W. Industries  
CSX Transportation, Inc.  
Det Norske Veritas  
DRIV Automotive, Inc./Tenneco  
Automotive Operating Co.  
Galion YMCA  
IBC Inc.  
Industrial Nut Corporation  
Lucas Metropolitan Housing Authority  
Lucas Metropolitan Housing Authority  
The Mango Tree, Inc.  
Marion YMCA  
Marion YMCA  
Morrall Companies, LLC  
Morrall Companies, LLC



Morrall Companies, LLC  
Morrall Companies, LLC  
Sandusky County YMCA  
Scioto Country Club  
Shelby YMCA  
Sigma Tube Co.  
Toledo Gaming Ventures, LLC dba  
Hollywood Casino  
Tumbleweed Restaurant's, Inc.  
Uni-Grip, Inc.  
United Fiberglass of America, Inc.  
United Fiberglass of America, Inc.  
US Tsubaki Power Transmission  
US Tsubaki Power Transmission  
Walgreen Co.  
YMCA of Ross County  
The Zimmerman Companies, LLC  
Ascension of Our Lord Church  
David Lassalle/Colonial Hall Apartments  
Great Lakes Cold Logistics  
Argonne Residence Inn LLC  
Unarco Material Handling fka Clymer  
Enterprises  
Cleveland Heights Recreation Ctr  
Energy Cooperative of Ohio  
Formall Rubber Company  
Parker Hannifin Corp.  
Sunrise Cooperative Inc  
Village of Oakwood, Ohio

**Taxing Authorities**

Adams County Treasurer Office  
Allegheny County Treasurer Office  
Allen County Treasurer Office  
Ashland County Treasurer Office  
Ashtabula County Treasurer Office  
Athens County Treasurer Office  
Auglaize County Treasurer Office  
Belmont County Treasurer Office  
Brown County Treasurer Office  
Butler County Treasurer Office  
Carrol County Treasurer Office  
Champaign County Treasurer Office  
Clark County Treasurer Office  
Clermont County Treasurer Office  
Clinton County Treasurer Office

City of Pickerington  
Columbiana County Treasurer Office  
Coshocton County Treasurer Office  
Crawford County Treasurer Office  
Cuyahoga County Treasurer Office  
Defiance County Treasurer Office  
Delaware County Treasurer Office  
Drake County Treasurer Office  
Erie County Treasurer Office  
Fairfield County Treasurer Office  
Fayette County Treasurer Office  
Franklin County Treasurer Office  
Fulton County Treasurer Office  
Gallia County Treasurer Office  
Geauga County Treasurer Office  
Greene County Treasurer Office  
Guernsey County Treasurer Office  
Hamilton County Treasurer Office  
Hancock County Treasurer Office  
Hardin County Treasurer Office  
Harrison County Assessor  
Harrison County Treasurer Office  
Henry County Treasurer Office  
Highland County Treasurer Office  
Hocking County Treasurer Office  
Holmes County Treasurer Office  
Huron County Treasurer Office  
Internal Revenue Service  
Jackson County Assessor's Office  
Jackson County Treasurer Office  
Jefferson County Treasurer Office  
Kanawha County Office of the Assessor  
Knox County Treasurer Office  
Lake County Treasurer Office  
Lawrence County Treasurer Office  
Licking County Treasurer Office  
Logan County Treasurer Office  
Lorain County Auditor Office  
Lucas County Treasurer Office  
Madison County Treasurer Office  
Mahoning County Treasurer Office  
Marion County Treasurer Office  
Marshall County Assessor's Office  
Medina County Treasurer Office  
Meigs County Treasurer Office  
Mercer County Treasurer Office



Miami County Treasurer Office  
Monroe County Treasurer Office  
Montgomery County Treasurer Office  
Morgan County Treasurer Office  
Morrow County Treasurer Office  
Muskingum County Treasurer Office  
Noble County Treasurer Office  
Ohio Department of Taxation  
Ohio State Tax Department  
Ottawa County Treasurer Office  
Paulding County Treasurer Office  
Pennsylvania Department of Revenue  
Perry County Treasurer Office  
Pickaway County Treasurer Office  
Pike County Auditor Office  
Pocahontas County Assessor's Office  
Portage County Treasurer Office  
Preble County Auditor Office  
Preston County Assessor  
Putnam County Assessor  
Putman County Treasurer Office  
Randolph County Assessor's Office  
Richland County Treasurer Office  
Ross County Treasurer Office  
Sandusky County Treasurer Office  
Schoito County Treasurer Office  
Seneca County Treasurer Office  
Shelby County Treasurer Office  
Stark County Treasurer Office  
Summit County Fiscal Office  
Trumbull County Treasurer Office  
Tuscarawas County Treasurer Office  
Union County Treasurer Office  
Van Wert County Treasurer Office  
Vinton County Treasurer Office  
Warren County Treasurer Office  
Washington County Treasurer Office  
Wayne County Treasurer Office  
Wetzel County Assessor  
Williams County Treasurer Office  
Wirt County Assessor's Office  
Wood County Assessor  
Wood County Treasurer Office

Wyandot County Treasurer Office

**Regulatory Authorities**

Federal Energy Regulatory Commission  
Kentucky Public Service Commission  
Michigan Public Service Commission  
Pennsylvania Public Utilities Commission  
Public Utilities Commission of Ohio  
U.S. Environmental Protection Agency

**Insurance**

Everest Indemnity Insurance Company  
Westfield Insurance Company  
Aetna  
Westfield Insurance  
Call Insurance Agency, Inc.

**U.S. Trustee Office**

E. Hanlin Bavely  
Amy L. Bostic  
Christal L. Caudill  
James A. Coutinho  
Eileen K. Field  
Patricia J. Friesinger  
Melissa S. Giberson  
Eric W. Goering  
Mark Allen Geenberger  
Clyde C. Hardesty, III  
Harold Jarnicki  
George P. Leicht  
William Boyd Logan, Jr.  
Larry J. McClatchey  
Henry Edward Menninger, Jr.  
David L. Mikel  
Richard D. Nelson  
Elliott Polaniecki  
Matthew Schaeffer  
Norman L. Slutsky  
Dennis E. Stegner  
Brent A. Stubbins  
Myron N. Terlecky  
David M. Whittaker