

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

|                                  |   |                          |
|----------------------------------|---|--------------------------|
| In re:                           | ) |                          |
|                                  | ) | Chapter 11               |
|                                  | ) |                          |
| VOLUNTEER ENERGY SERVICES, INC., | ) | Case No. 22-50804        |
|                                  | ) |                          |
| Debtor. <sup>1</sup>             | ) | Judge C. Kathryn Preston |
|                                  | ) |                          |

**DEBTOR'S NOTICE OF FILING OF REVISED PROPOSED ORDERS  
WITH RESPECT TO THE SECOND OMNIBUS REJECTION MOTION  
AND THE B. RILEY RETENTION APPLICATION  
[Related to Docs. 69 and 113]**

Volunteer Energy Services, Inc., the debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), hereby files revised proposed orders with respect to the following motions:

1. *Debtor's Second Omnibus Motion for Entry of an Order Authorizing and Approving the Rejection of Certain Executory Contracts Effective as of the Petition Date* (Doc. 69) (“Second Omnibus Rejection Motion”). A revised proposed order and a redline comparison are attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively.<sup>2</sup>
2. *Debtor's Application for the Entry of an Order Authorizing the Retention and Employment of GlassRatner Advisory & Capital Group LLC dba B. Riley Advisory Services as Financial Advisor to the Debtor and Debtor in Possession Effective as of the Petition Date* (Doc. 113) (“B. Riley Retention Application”). A revised proposed order and a redline comparison are attached hereto as **Exhibit B-1** and **Exhibit B-2**, respectively.<sup>3</sup>

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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> The redline comparison of the proposed order on each motion identified in this notice is marked against the version of the proposed order attached as an exhibit to the relevant motion.

<sup>3</sup> Exhibits are excluded from the versions of the proposed order on the B. Riley Retention Application attached to this notice. As of the filing hereof, no changes have been made to the exhibits to be attached to the proposed order on the B. Riley Retention Application.

Dated: April 20, 2022  
Columbus, Ohio

Respectfully submitted,

/s/ Philip K. Stovall

David M. Whittaker (0019307)

Philip K. Stovall (0090916)

**ISAAC WILES & BURKHOLDER, LLC**

Two Miranova Place, Suite 700

Columbus, Ohio 43215-5098

Tel: (614) 221-2121

Fax: (614) 365-9516

Email: dwhittaker@isaacwiles.com

pstovall@isaacwiles.com

- and -

Darren Azman (admitted *pro hac vice*)

Natalie Rowles (admitted *pro hac vice*)

**McDERMOTT WILL & EMERY LLP**

One Vanderbilt Avenue

New York, New York 10017-3852

Tel: (212) 547-5400

Fax: (212) 547-5444

Email dazman@mwe.com

nrowles@mwe.com

*Proposed Counsel to the Debtor*

**Exhibit A-1**

**Revised Proposed Order on Second Omnibus Rejection Motion**

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

\_\_\_\_\_  
In re:

VOLUNTEER ENERGY SERVICES, INC.,

Debtor.<sup>1</sup>  
\_\_\_\_\_

)  
) Chapter 11  
)

) Case No. 22-50804  
)

) Judge C. Kathryn Preston  
)  
)

**ORDER AUTHORIZING AND APPROVING THE REJECTION OF CERTAIN  
EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE  
[RELATED TO DOCKET NO. 69]**

Upon the motion (Doc. 69) (the “Motion”)<sup>2</sup> of the Debtor for entry of an order (this “Order”) authorizing the Debtor to reject the Supply Contracts effective as of the Petition Date, as more fully set forth in the Motion; and this Court having reviewed the Motion and having

<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 Motion.

heard the statements in support of the relief requested therein at a hearing before the Court; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District; and the matter being a core proceeding within the meaning of 28 U.S.C.

§ 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

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

1. The Motion is granted as set forth herein.
2. All Supply Contracts with the Supplier Counterparties listed on **Schedule 1** hereto are rejected under 11 U.S.C. § 365, effective as of the Petition Date, except that the Supply Contracts with Supplier Counterparties Sequent Energy Management, LLC and Eco-Energy Natural Gas, LLC are rejected effective as of March 28, 2022.
3. Notwithstanding anything in this Order to the contrary, the date of rejection of DTE Energy Trading Inc.'s ("**DTE Trading**") contract with the Debtor shall not in any way prejudice DTE Trading's rights and/or right to assert a claim against the Debtor for gas delivered to the Debtor by DTE Trading from March 25, 2022 to and including March 31, 2022 pursuant to DTE Trading's contract with the Debtor, and DTE Trading's rights with respect to such claim and asserting a claim are reserved.

4. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

5. This Order shall be effective and enforceable immediately upon entry hereof.

6. The Debtor shall serve this Order on the parties who were served with the Motion, as well as counsel to the official committee of unsecured creditors and Epiq Corporate Restructuring, LLC (the Debtor's claims and noticing agent), and shall file a certificate of service confirming compliance with this requirement.

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

**SO ORDERED.**

Copies to: Default List.

**Schedule 1**

**Supplier Counterparties**

| Energy Supplier Name                               | Commodity                |
|--|--------------------------|
| ARM Energy Management, LLC                         | Gas                      |
| CarbonBetter, LLC f/k/a Elevation Energy Group LLC | Gas                      |
| DTE Energy Trading Inc.                            | Gas                      |
| Eco-Energy Natural Gas, LLC f/k/a Eco-Energy, LLC  | Gas                      |
| EDF Trading North America                          | Gas                      |
| Sequent Energy Management LLC                      | Gas                      |
| Snyder Brothers                                    | Gas                      |
| Texla Energy Management Inc.                       | Gas                      |
| American Energy Services, Inc.                     | Gas (Local)              |
| B & E Resources LLC                                | Gas (Local)              |
| Beardmore Producing Co                             | Gas (Local)              |
| Big Sand Drilling Company Inc                      | Gas (Local)              |
| Blessing Acres Properties LLC                      | Gas (Local)              |
| Bruce Maendel                                      | Gas (Local)              |
| C&D Oil and Gas LLC                                | Gas (Local)              |
| Cambrian Hunter, Inc.                              | Gas (Local)              |
| Don Bandy  | Gas (Local)              |
| G & O Resources, LTD                               | Gas (Local)              |
| Gress Oil & Gas                                    | Gas (Local)              |
| JD Gas & Oil Inc                                   | Gas (Local)              |
| John Campton                                       | Gas (Local)              |
| Oil Field Service, Inc                             | Gas (Local)              |
| Pete & Violet Schoeni                              | Gas (Local)              |
| Red Hill Development Co                            | Gas (Local)              |
| S & S Energy Corporation                           | Gas (Local)              |
| T & F Exploration                                  | Gas (Local)              |
| Triple B Energy, LLC                               | Gas (Local)              |
| Zoran Oil & Gas                                    | Gas (Local)              |
| Ohio Oil & Gas Energy Education Program - OOGEEP   | Gas (Local, Association) |
| OOGA - Ohio Oil and Gas Association                | Gas (Local, Association) |



**Exhibit A-2**

**Redline of Proposed Order on Second Omnibus Rejection Motion**

**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 AND APPROVING THE REJECTION OF CERTAIN  
EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE  
[RELATED TO DOCKET NO. 69]**

Upon the motion (Doc. 69) (the “Motion”)<sup>2</sup> of the Debtor for entry of an order (this “Order”) authorizing the Debtor to reject the Supply Contracts effective as of the Petition Date, as more fully set forth in the Motion; and this Court having reviewed the Motion and having heard the

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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 defined herein have the meanings ascribed to them in the Motion.

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statements in support of the relief requested therein at a hearing before the Court; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

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

1. The Motion is granted as set forth herein.
2. All Supply Contracts with the Supplier Counterparties listed on **Schedule 1** hereto are rejected under 11 U.S.C. § 365, effective as of the Petition Date, except that the Supply Contracts with Supplier Counterparties Sequent Energy Management, LLC and Eco-Energy Natural Gas, LLC are rejected effective as of March 28, 2022.
3. Notwithstanding anything in this Order to the contrary, the date of rejection of DTE Energy Trading Inc.'s ("DTE Trading") contract with the Debtor shall not in any way prejudice DTE Trading's rights and/or right to assert a claim against the Debtor for gas delivered to the Debtor by DTE Trading from March 25, 2022 to and including March 31, 2022 pursuant to DTE Trading's contract with the Debtor, and DTE Trading's rights with respect to such claim and asserting a claim are reserved.

4. ~~3.~~ The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

5. ~~4.~~ This Order shall be effective and enforceable immediately upon entry hereof.

6. ~~The Debtor shall serve this Order on the parties who were served with the Motion, as well as counsel to the official committee of unsecured creditors and Epiq Corporate Restructuring, LLC (the Debtor's claims and noticing agent), and shall file a certificate of service confirming compliance with this requirement.~~

7. ~~5.~~ The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**SO ORDERED.**

Copies to: Default List.

**Schedule 1**

**Supplier Counterparties**

| Energy Supplier Name                               | Commodity                |
|--|--------------------------|
| ARM Energy Management, LLC                         | Gas                      |
| <del>BP Energy Company</del>                       | <del>Gas</del>           |
| CarbonBetter, LLC f/k/a Elevation Energy Group LLC | Gas                      |
| DTE Energy Trading Inc.                            | Gas                      |
| Eco-Energy Natural Gas, LLC f/k/a Eco-Energy, LLC  | Gas                      |
| EDF Trading North America                          | Gas                      |
| Sequent Energy Management LLC                      | Gas                      |
| Snyder Brothers                                    | Gas                      |
| Texla Energy Management Inc.                       | Gas                      |
| American Energy Services, Inc.                     | Gas (Local)              |
| B & E Resources LLC                                | Gas (Local)              |
| Beardmore Producing Co                             | Gas (Local)              |
| Big Sand Drilling Company Inc                      | Gas (Local)              |
| Blessing Acres Properties LLC                      | Gas (Local)              |
| Bruce Maendel                                      | Gas (Local)              |
| C&D Oil and Gas LLC                                | Gas (Local)              |
| Cambrian Hunter, Inc.                              | Gas (Local)              |
| Don Bandy  | Gas (Local)              |
| G & O Resources, LTD                               | Gas (Local)              |
| Gress Oil & Gas                                    | Gas (Local)              |
| JD Gas & Oil Inc                                   | Gas (Local)              |
| John Campton                                       | Gas (Local)              |
| Oil Field Service, Inc                             | Gas (Local)              |
| Pete & Violet Schoeni                              | Gas (Local)              |
| Red Hill Development Co                            | Gas (Local)              |
| S & S Energy Corporation                           | Gas (Local)              |
| T & F Exploration                                  | Gas (Local)              |
| Triple B Energy, LLC                               | Gas (Local)              |
| Zoran Oil & Gas                                    | Gas (Local)              |
| Ohio Oil & Gas Energy Education Program - OOGEEP   | Gas (Local, Association) |
| OOGA - Ohio Oil and Gas Association                | Gas (Local, Association) |

**Exhibit B-1**

**Revised Proposed Order on B. Riley Retention Application**

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

|                                  |   |                          |
|----------------------------------|---|--------------------------|
|                                  | ) | Chapter 11               |
| In re:                           | ) |                          |
|                                  | ) | Case No. 22-50804        |
| VOLUNTEER ENERGY SERVICES, INC., | ) |                          |
|                                  | ) | Judge C. Kathryn Preston |
| Debtor. <sup>1</sup>             | ) |                          |
|                                  | ) |                          |

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT  
OF GLASSRATNER ADVISORY & CAPITAL GROUP, LLC DBA  
B. RILEY ADVISORY SERVICES AS FINANCIAL ADVISOR TO  
THE DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF  
THE PETITION DATE  
[RELATED TO DOCKET NO. 113]**

Upon the application (Doc. 113) (the “Application”)<sup>2</sup> of the Debtor for entry of an order (this “Order”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Ohio (the “Local Rules”), authorizing the Debtor to employ and retain GlassRatner Advisory & Capital Group, LLC dba B. Riley Advisory Services (“B. Riley”) as the Debtor’s financial advisor, effective as of the petition date, on the terms set forth in the engagement letter attached hereto as **Exhibit 1** and the independent contractor agreement attached hereto as **Exhibit 2**, all as more fully described in the Application; and upon consideration of the Buck Declaration in support of the Application and the First Day Declaration; and the Court being satisfied that B. Riley is a “disinterested person” as such term is

<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.



defined in Bankruptcy Code section 101(14); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and adequate notice of the Application having been given; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

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

1. The Application is granted as set forth herein.
2. Pursuant to Bankruptcy Code sections 327(a) and 328(a), the Debtor is hereby authorized to retain B. Riley as its financial advisor in this Chapter 11 Case effective as of the date of the Petition.
3. The terms of the Engagement Letter, including without limitation, the compensation provisions and the Indemnification Provisions, as modified by this Order, are reasonable and are hereby approved; *provided, however* that the limitation of liability provision in the Engagement Letter shall be inapplicable for services rendered by B. Riley during this Chapter 11 Case.
4. The Indemnification Provisions are modified to include the following terms and conditions:
  - a. As set forth in paragraph (c), B. Riley shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the

indemnification, contribution, or reimbursement are approved by the Court;

- b. The Debtor shall have no obligation to indemnify B. Riley, or provide contribution or reimbursement to B. Riley, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen solely from B. Riley's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing, or (ii) settled prior to a judicial determination as to B. Riley's gross negligence, willful misconduct, breach of fiduciary duty, bad faith, or self-dealing but determined by this Court, after notice and a hearing, to be a claim or expense for which B. Riley should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Chapter 11 Case, B. Riley believes that it is entitled to the payment of any amount by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Letter, including without limitation the advancement of defense costs, B. Riley must file an application in this Court, and the Debtor may not pay any such amounts to B. Riley before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by B. Riley for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify B. Riley. All parties in interest shall retain the right to object to any demand by B. Riley for indemnification, contribution, or reimbursement.

5. The *Procedures for Complex Chapter 11 Cases* (the "Complex 11 Procedures") implemented and made effective by *General Order No. 30-4*, entered by the Court on February 24, 2021, shall govern the payment and application process for the professional fees and expenses billed by B. Riley. Subject to the terms and requirements set forth in the Complex 11 Procedures, B. Riley shall be entitled to the provisional payment of ninety (90%) of the undisputed fees and one hundred percent (100%) of the undisputed expenses identified on each Monthly Statement (as such term is defined in the Complex 11 Procedures), prior to entry of an interim or final order allowing or awarding B. Riley such fees and expenses. B. Riley is hereby

authorized to include, as part of its Monthly Statement and fee applications, the fees and expenses incurred by Tom Sanford, in the same amount as Mr. Sanford shall invoice B. Riley, in his capacity as an independent consultant for B. Riley in this matter.

6. Notwithstanding anything in the Application or the Engagement Letter to the contrary, B. Riley shall (i) to the extent that B. Riley uses the services of independent contractors, subcontractors or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in this case, B. Riley shall pass-through the cost of such Contractors to the Debtor at the same rate that B. Riley pays the Contractors; (ii) seek reimbursement for actual costs only; and (iii) ensure that the Contractors are subject to the same conflict checks as required for B. Riley and (iv) shall file with the Court such disclosures required by Bankruptcy Rule 2014.

7. Notwithstanding anything in the Application or Engagement Letter to the contrary, B. Riley shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Bankruptcy Court awarding fees and expenses to B. Riley. B. Riley is authorized without further order of the Bankruptcy Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse B. Riley for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

8. Notwithstanding anything to the contrary contained herein, all parties in interest shall have the right to object to B. Riley’s interim and final applications for compensation and reimbursement of out-of-pocket expenses based on the reasonableness standard set forth in Bankruptcy Code section 330.

9. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

10. The Debtor shall serve this Order in accordance with the applicable rules and shall file a certificate of service evidencing compliance with this requirement.

11. Notwithstanding anything to the contrary in the Application or the Engagement Letter, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**SO ORDERED.**

Copies to: Default List

**Exhibit 1**

**Engagement Letter**

**Exhibit 2**

**Independent Contractor Agreement**

**Exhibit B-2**

**Redline of Proposed Order on B. Riley Retention Application**

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

|                                  |   |                          |
|----------------------------------|---|--------------------------|
|                                  | ) | Chapter 11               |
| In re:                           | ) |                          |
|                                  | ) | Case No. 22-50804        |
| VOLUNTEER ENERGY SERVICES, INC., | ) |                          |
|                                  | ) | Judge C. Kathryn Preston |
| Debtor. <sup>1</sup>             | ) |                          |
|                                  | ) |                          |

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT  
OF GLASSRATNER ADVISORY & CAPITAL GROUP, LLC DBA B.  
RILEY ADVISORY SERVICES AS FINANCIAL ADVISOR TO THE  
DEBTOR AND DEBTOR IN POSSESSION EFFECTIVE AS OF THE  
PETITION DATE**

**[RELATED TO DOCKET NO. ~~1~~113]**

Upon the application (Doc. [—113](#)) (the “Application”)<sup>2</sup> of the Debtor for entry of an order (this “Order”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Ohio (the “Local Rules”), authorizing the Debtor to employ and retain GlassRatner Advisory & Capital Group, LLC dba B. Riley Advisory Services (“B. Riley”) as the Debtor’s financial advisor, effective as of the petition date, on the terms set forth in the engagement letter attached hereto as [Exhibit 1 and the independent contractor agreement attached hereto as Exhibit 2](#), all as more fully described in the Application; and upon consideration of the Buck Declaration in support of the Application and the First Day Declaration; and the Court being satisfied that B. Riley is a “disinterested person” as such term is defined in Bankruptcy Code

<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.



section 101(14); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and adequate notice of the Application having been given; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

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

1. The Application is granted as set forth herein.
2. Pursuant to Bankruptcy Code sections 327(a) and 328(a), the Debtor is hereby authorized to retain B. Riley as its financial advisor in this Chapter 11 Case effective as of the date of the Petition.
3. The terms of the Engagement Letter, including without limitation, the compensation provisions and the Indemnification Provisions, as modified by this Order, are reasonable and are hereby approved; [provided, however that the limitation of liability provision in the Engagement Letter shall be inapplicable for services rendered by B. Riley during this Chapter 11 Case.](#)
4. The Indemnification Provisions are modified to include the following terms and conditions:
  - a. As set forth in paragraph (c), B. Riley shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement are approved by the Court;
  - b. The Debtor shall have no obligation to indemnify B. Riley, or provide contribution or reimbursement to B. Riley, for any claim or expense that is

either: (i) judicially determined (the determination having become final) to have arisen solely from B. Riley's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing, or (ii) settled prior to a judicial determination as to B. Riley's gross negligence, willful misconduct, breach of fiduciary duty, bad faith, or self-dealing but determined by this Court, after notice and a hearing, to be a claim or expense for which B. Riley should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Chapter 11 Case, B. Riley believes that it is entitled to the payment of any amount by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations under the Engagement Letter, including without limitation the advancement of defense costs, B. Riley must file an application in this Court, and the Debtor may not pay any such amounts to B. Riley before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by B. Riley for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify B. Riley. All parties in interest shall retain the right to object to any demand by B. Riley for indemnification, contribution, or reimbursement.

5. The *Procedures for Complex Chapter 11 Cases* (the "Complex 11 Procedures") implemented and made effective by *General Order No. 30-4*, entered by the Court on February 24, 2021, shall govern the payment and application process for the professional fees and expenses billed by B. Riley. Subject to the terms and requirements set forth in the Complex 11 Procedures, B. Riley shall be entitled to the provisional payment of ninety (90%) of the undisputed fees and one hundred percent (100%) of the undisputed expenses identified on each Monthly Statement (as such term is defined in the Complex 11 Procedures), prior to entry of an interim or final order allowing or awarding B. Riley such fees and expenses. B. Riley is hereby authorized to include, as part of its Monthly Statement and fee applications, the fees and expenses incurred by Tom

Sandford, in the same amount as Mr. Sanford shall invoice B. Riley, in his capacity as an independent consultant for B. Riley in this matter.

6. Notwithstanding anything in the Application or the Engagement Letter to the contrary, B. Riley shall (i) to the extent that B. Riley uses the services of independent contractors, subcontractors or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in this case, B. Riley shall pass-through the cost of such Contractors to the Debtor at the same rate that B. Riley pays the Contractors; (ii) seek reimbursement for actual costs only; and (iii) ensure that the Contractors are subject to the same conflict checks as required for B. Riley and (iv) shall file with the Court such disclosures required by Bankruptcy Rule 2014.

7. Notwithstanding anything in the Application or Engagement Letter to the contrary, B. Riley shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Bankruptcy Court awarding fees and expenses to B. Riley. B. Riley is authorized without further order of the Bankruptcy Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse B. Riley for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

8. ~~6.~~ Notwithstanding anything to the contrary contained herein, all parties in interest shall have the right to object to B. Riley’s interim and final applications for compensation and reimbursement of out-of-pocket expenses based on the reasonableness standard set forth in Bankruptcy Code section 330.

9. ~~7.~~ To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

10. ~~8.~~ The Debtor shall serve this Order in accordance with the applicable rules and shall file a certificate of service evidencing compliance with this requirement.

11. ~~9.~~ Notwithstanding anything to the contrary in the Application or the Engagement Letter, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**SO ORDERED.**

Copies to: Default List

**Exhibit 1**

**Engagement Letter**

**Exhibit 2**

**Independent Contractor Agreement**