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Proposed Attorneys for the Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

	X	
In re:	§ 8	Case No. (Joint Administration Pending)
CHRISTIAN CARE CENTERS, INC. and CHRISTIAN CARE CENTERS FOUNDATION ¹	\$ § §	Chapter 11
Debtors.	§ §	•
	A	

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT

Christian Care Centers, Inc. ("CCCI") and Christian Care Centers Foundation, Inc. (the "Foundation"), as debtors and debtors-in-possession (collectively, the "Debtors"), by and through its proposed counsel, submit this Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring as Claims, Noticing, and

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

Solicitation Agent (the "<u>Application</u>"). In support of this Application, Debtors rely upon and incorporate by reference the Declaration of Kate Mailloux in Support of Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring as Claims, Noticing, and Solicitation Agent (the "<u>Mailloux Declaration</u>"), attached as <u>Exhibit B</u>, and respectfully states as follows:

I. <u>JURISDICTION AND VENUE</u>

- 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
 - 2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
 - 3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The statutory and other predicates for the relief requested herein are Sections 327, 330, and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Rule 2014 of the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules").

II. <u>BACKGROUND</u>

- 5. On May 23, 2022 ("<u>Petition Date</u>"), each of the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of the Bankruptcy Code.
- 6. Debtors continue to operate their businesses as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.
- 7. As of the date of filing this Application, no trustee, examiner, or official committee of unsecured creditors has been appointed in these Chapter 11 Cases.

8. Contemporaneously with the filing of the petition, the Debtors filed the Declaration of Mark Shapiro, Debtors' Chief Restructuring Officer, in Support of the Chapter 11 Petitions and Emergency First Day Pleadings (the "Declaration"). Please refer to the Declaration for a summary overview of the Debtors in the above-referenced chapter 11 cases (the "Chapter 11 Cases") as an overview of the Debtors' business, organizational structure, and capital structure, the circumstances giving rise to the commencement of the Chapter 11 Cases and an overview of the relief requested in the first day pleadings.

III. RELIEF REQUESTED

- 9. The Debtors request that the Court authorize the Debtors to retain Epiq Corporate Restructuring ("Epiq") as the claims, noticing, and solicitation agent (the "Claims and Noticing Agent"). The Debtors wish to retain Epiq as the Claims and Noticing Agent for the Chapter 11 Cases to do the following: (i) serve as the Claims and Noticing Agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting database services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Cases. The Debtors' selection of Epiq to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of the estates. Moreover, the Debtors submit that, based on all engagement proposals obtained and reviewed, Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise.
 - 10. A copy of the proposed order is attached as Exhibit A.

IV. BASIS FOR RELIEF

11. The bases for the relief requested herein are §§ 105(a), 327(a), 330 and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules

2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and N.D. Tex. L.B.R. 2014-1 and 2016-1 (the "Local Bankruptcy Rules"). The Court is authorized to use facilities other than those of the Clerk for the administration of the Chapter 11 Cases provided the Debtors' estates pay the costs of such services:

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.

26 U.S.C. § 156(C).

A. Necessity and Qualifications

12. Epiq is one of the country's leading chapter 11 administrators, with expertise in noticing, balloting, and claims processing. Epiq has substantial experience and has provided services substantially similar to the Claims, Notice, and Balloting Services (as hereinafter defined) to other chapter 11 debtors in Texas and other jurisdictions. See, e.g., In re EYP Group Holdings, Inc., Case No. 22-10367 (MFW)(Bankr. D. Del. Apr 24, 2022); In re ION Geophysical Corporation, Case No. 22-30987 (MI) (Bankr. S.D. Tex. Apr 12, 2022); In re Strike, LLC, Case No. 21-90054 (DRJ)(Bankr. S.D. Tex Dec 6, 2021); In re Gulfport Energy Corp., Case No. 20-35562 (DRJ) (Bankr. S.D. Tex. Nov. 13, 2020); In re The Roman Catholic Diocese of Rockville Centre, New York, Case No. 20-12345 (SCC) (Bankr. S.D.N.Y Oct. 1, 2020); In re FTS Int'l, Inc., Case No. 20-34622 (DRJ) (Bankr. S.D. Tex. Sept. 22, 2020); In re Noble Corp. plc, Case No. 20-33826 (DRJ) (Bankr. S.D. Tex. July 31, 2020); In re Denbury Res. Inc., Case No. 20-33801 (DRJ) (Bankr. S.D. Tex. July 30, 2020); In re Rosehill Res. Inc., Case No. 20-33695

(DRJ) (Bankr. S.D. Tex. July 26, 2020); In re California Res. Corp., Case No. 20-33568 (DRJ) (Bankr. S.D. Tex. July 15, 2020); In re Grupo Aeromexico, S.A.B. de C.V., Case No. 20-11563 (SCC) (Bankr. S.D.N.Y June 30, 2020); In re Chesapeake Energy Corp., Case No. 20-33233 (DRJ) (Bankr. S.D. Tex. June 28, 2020); In re Tuesday Morning Corporation, Case No. 220-31476 (HDH) (Bankr. N.D. Tex. May 27, 2020); In re Tarrant County Senior Living Center, Inc., Case No.19-33756 (Bankr, N.D. Tex. December 17, 2019); In re Ditech Holding Corporation, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y Feb. 11, 2019); In re ADPT DFW Holdings LLC, Case No. 17-31432 (Bankr. N.D. Tex. April 19, 2017); In re Victory Medical Center Mid-Cities, LP, Case No. 15-42373 (Bankr. N.D. Tex. Jun. 12, 2015) In re ERG Intermediate Holdings, LLC, Case No. 15-31858 (Bankr. N.D. Tex. Aug. 3, 2015); In re Life Partners Holdings, Inc., Case No. 15-40289 (Bankr. N.D. Tex. Jan. 20, 2015);

B. Services to Be Provided

- 13. As detailed in the Services Agreement, Epiq will perform the following services (collectively, the "Services"), as the Claims and Noticing Agent, at the request of Debtors or the Clerk of the Bankruptcy Court (The "Clerk"):
 - a) Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
 - b) Provide a secure on-line tool through which creditors can file proofs of claim and related documentation:
 - c) 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), and 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 pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a 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 notifying 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 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 processing all mail received;
- f) Process all proof of claim/interest submitted, including those received by the Clerk, checking claims processing for accuracy, and maintaining the original proofs of claim in a secure area;
- g) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;
- h) Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- i) Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim
- j) Create and maintain a public access website setting forth pertinent case information and allowing access to electronic copies of proofs of claim or proofs of interest;
- k) 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.
- l) Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- m) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- n) 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.

- o) 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; notice of the effective date of the Plan; 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.
- p) 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 either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, a list of persons to whom the notice was mailed and the date and manner of mailing.
- q) Update claim database to reflect undeliverable or changed addresses.
- r) Coordinate publication of certain notices in periodicals and other media.
- s) Distribute Claim Acknowledgement Cards to creditors having filed a proof of claim/interest.
- t) 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).
- u) Coordinate distribution of solicitation documents.
- v) Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
- w) Respond to telephone inquiries from lenders, bondholders and nominees, as applicable, regarding the disclosure statement and the voting procedures.
- x) Receive and examine all ballots and master ballots cast by voting parties. Datestamp the originals of all such ballots and master ballots upon receipt.
- y) 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.
- z) Provide state-of-the-art Call Center facility and services, including (as needed): (i) creating of frequently asked questions, call scripts, escalation procedures and call log formats; (ii) recording automated messaging; (iii) training call center staff; and (iv) maintaining and transmitting call log to the Debtors and their advisors;

- aa) Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors.
- bb) Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- cc) Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- dd) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- ee) Identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information is available);
- ff) Generating, assisting with, and providing strategic communications advice, strategy, and expertise, as needed;
- gg) Managing any distribution pursuant to any confirmed plan prior to the effective date of such plan;
- hh) Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors.
- ii) Within 30 days prior to the close of these Chapter 11 Cases, to the extent practicable, requesting that the Debtors submit to the Court a proposed order dismissing Epiq and terminating Epiq's services upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases.
- jj) Within 7 days of notice to Epiq of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the cases;
- kk) At the close of these Chapter 11 Cases: (i) box and transport all original documents, in proper format, as provided by the Clerk, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's office at least seven days before entry of an order closing these Chapter 11 Cases, Epiq shall reconcile all proofs of claim with the Court, to ensure that all claims received by Epiq are accounted for on the Claims Register.

- 14. Epiq may assist the Debtors with preparing schedules of assets and liabilities and statements of financial affairs, if needed.
- 15. Additionally, Epiq will perform the following duties in connection with HIPAA compliance, as further detailed in the Debtors' Motion for an Order Authorizing Procedures to Maintain an Protect Confidential Resident and Patient Information:
 - a) Maintain a separate creditor matrix of residents and patients (the "<u>Resident and Patient Matrix</u>"), and separate schedules of claims that may be asserted by and against residents and patients.
 - b) Note in the certificate of service that the parties served include individuals on the resident and patient Matrix.
 - c) Process residents' Proofs of Claims and make available a summary of the total number and amount of all claims filed by the residents and patients against the Debtors, which summary shall exclude any information subject to the HIPPA Rules.
 - d) Make copies of Proofs of Claim filed by residents and patients available to the Court for *in camera* review, and any such Proofs of Claim shall otherwise be maintained by the Debtors and their professionals on a confidential basis and not subject to public dissemination or disclosure.

C. Professional Compensation

- 16. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the above Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code Section 503(b)(1)(A) and be paid in the ordinary course of business pursuant to the Services Agreement without further application to or order of the Court.
- 17. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party in interest who

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

- 18. Prior to the Petition Date, the Debtors provided Epiq with an advance in the amount of \$15,000. Epiq seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.
- 19. In addition, under the terms of the Services Agreement, the Debtors have agreed to indemnify and defend Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting from Epiq's bad faith, gross negligence, willful misconduct, or as otherwise provided in the Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in the Chapter 11 Cases. Indemnification will not be granted contrary to *Pacific Lumber* and other applicable Fifth Circuit authority. Any indemnification that may be approved shall not include payment of fees on fees. Moreover, any dispute arising from the Services Agreement shall be determined by this Court for the pendency of these Chapter 11 Cases.

D. Nunc Pro Tunc Relief is Appropriate

20. In light of the myriad motions and dealings pending and anticipated as of the date of the Debtors' selection of Epiq, the Debtors required the immediate assistance of Epiq

commencing on the Petition Date. The Debtors, therefore, requests that the Debtors' retention of Epiq be effective nunc pro tunc to the Petition Date. *See In re Ark Co.*, 798 F.2d 645, 648 (3d Cir. 1986) ("[B]ankruptcy courts have the power to authorize retroactive employment of counsel and other professionals under their broad equity power."). The Debtors submit that no party in interest will be prejudiced by the granting of the nunc pro tunc employment because Epiq has provided and will continue to provide valuable services to the Debtors' estate in the interim period.

- 21. The Debtors submit that such order is in the best interests of the Debtors' estate and their creditors as it would allow the Debtors to list the contact information for Epiq in the notice of commencement, which the Debtors would like to serve as soon as possible.
- 22. Based on the foregoing, the Debtors respectfully submit that they have satisfied the requirements of the United States Code and the Bankruptcy Local Rules. Accordingly, the Debtors respectfully request entry of an order pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code § 105 authorizing the Debtors to retain and employ Epiq to act as the Claims and Noticing Agent for the Debtors effective nunc pro tunc to the Petition Date.

V. NOTICE

Trustee for the Northern District of Texas; (b) counsel for UMB Bank, N.A.; (c) the Internal Revenue Service; (d) the Office of the Attorney General for the State of Texas; (e) the US Attorney's Office for the Northern District of Texas; (f) the US Department of Justice; (g) the United States Securities and Exchange Commission; (h) those parties requesting notice pursuant to Bankruptcy Rule 2002. In light of the relief requested, the Debtors submit that no further notice is needed.

VI. NO PRIOR REQUEST

24. No prior request for the relief sought in this Application has been made by the Debtors to this or any other court.

VII. <u>CONCLUSION</u>

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form attached as <u>Exhibit A</u>, granting the relief requested in the Application and such additional relief as is just and proper.

Dated: May 23, 2022. Respectfully Submitted,

/s/ Buffey E. Klein

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Proposed Attorneys for the Debtors and Debtors-in-Possession

EXHIBIT A

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

	X	
In re:	§	Case No.
	§	(Joint Administration Pending)
CHRISTIAN CARE CENTERS, INC. and	§	· · · · · · · · · · · · · · · · · · ·
CHRISTIAN CARE CENTERS FOUNDATION ²	§	Chapter 11
	§	
Debtors.	§	
	X	

ORDER ON DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING AS CLAIMS, NOTICING, AND SOLICITATION AGENT

This matter having come before the Court by the Debtors and Debtors-in-Possessions (the <u>Debtors</u>") through its Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring as Claims, Noticing, and Solicitation Agent (the

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

"Application")³ and the Declaration of Kate Mailloux in Support of Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Epiq Corporate Restructuring as Claims, Noticing, and Solicitation Agent (the "Mailloux Declaration"), the Court having found that: (a) jurisdiction to consider this Application is proper 28 U.S.C. 157 and 1334; (b) venue is property before this Court under 28 U.S.C. 1408 and 1409; (c) notice of the Application was properly provided; (d) Epiq Corporate Restructuring ("Epiq") is "disinterested" as such term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code Section 1107(b), and as required under Bankruptcy Code Section 327(a), and that Epiq represents no interest adverse to the Debtors' estates; and (e) good cause exists to grant the relief requested in the Application. The Court, being fully advised in the premises and having determined that the legal and factual basis set forth in the Application establishes just cause for the relief granted herein, is of the opinion that the Application should be granted. Therefore, IT IS HEREBY ORDERED THAT

- 1. The Application is approved nunc pro tunc to the Petition Date.
- 2. The Debtors are authorized to retain and appoint Epiq as Claims and Noticing Agent under the terms of the Services Agreement as set forth in this Order, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and other related tasks as described in the Application, the Services Agreement, and this Order. The Clerk shall provide Epiq with ECF credentials that allow Epiq to receive ECF notifications and file certificates of service.

³ Capitalized terms used but not defined herein have meanings given to them in the Application.

- 3. In addition to the services set forth in the Application and the Services Agreement, Epiq is authorized to provide other noticing, claims processing, and administrative services as the Debtors and the office of the Clerk of this Court (the "Clerk") may request from time to time.
- 4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
- 5. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.
- 6. Epiq is authorized to take such other action to comply with all duties and Services set forth in the Application and the Services Agreement.
- 7. Pursuant to Bankruptcy Code § 503(b)(1)(A), the fees and expenses of Epiq incurred pursuant to the Services Agreement are to be treated as an administrative expense of the Debtors' estate. Notwithstanding Bankruptcy Code §§ 330 and 331 and Bankruptcy Rule 2016, the Debtors are authorized to compensate Epiq in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation.
- 8. Epiq shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the Office

of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

- 9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.
- 10. Without further order of the Court, pursuant to Bankruptcy Code § 503(b)(1)(A), the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtors' estates.
- 11. Epiq may apply its Retainer to all prepetition invoices, which Retainer may be replenished to the original advance amount, and thereafter, Epiq may hold its Retainer under the Services Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.
- 12. The Debtors shall indemnify Epiq under the terms of the Services Agreement, as modified pursuant to this Order.
- 13. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.
- 14. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to

Epiq, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen solely from Epiq's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (b) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to In re Thermadyne Holdings Corp., 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (d) settled prior to a judicial determination under (a) or (b), 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 Services Agreement as modified by this Order.

- 15. No indemnification shall be granted contrary to Pacific Lumber and other applicable Fifth Circuit authority.
- 16. Any indemnification that may be approved shall not include payment of fees on fees.
- 17. Any dispute arising from the Services Agreement shall be determined by this Court for the pendency of these Chapter 11 Cases.
- 18. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these Chapter 11 Cases, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution,

and/or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, Epiq must file an application therefor 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. If Epiq seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services 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. 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 Debtors' obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

- 19. Epiq shall provide access to the Claims Register without charge, including access to copies of proofs of claim with attachments, if any.
- 20. In the event Epiq is unable to provide the Services set forth in this Order, Epiq will immediately notify the Clerk and the Debtors' attorney and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.
- 21. After entry of an order terminating Epiq's services, upon the closing of these cases, or for any other reason, Epiq shall be responsible for archiving all proofs of claim with the

Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

- 22. Epiq shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.
- 23. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.
- 24. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.
- 25. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.
- 26. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules are satisfied by such notice

End of Order # #

Submitted by:

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Proposed Attorneys for the Debtors and Debtors-in-Possession

EXHIBIT B

KATE MAILLOUX DECLARATION

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS **DALLAS DIVISION**

	X	
In re:	§	Case No.
	§	(Joint Administration Pending)
CHRISTIAN CARE CENTERS, INC. and	§	
CHRISTIAN CARE CENTERS FOUNDATION ¹	§	Chapter 11
	§	
Debtors.	§	
	X	

DECLARATION OF KATE MAILLOUX IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING AS CLAIMS, NOTICING, AND SOLICITATION AGENT

- I, Kate Mailloux, hereby verify under penalty of perjury and pursuant to Fed. R. Bankr. P. 2014(a), that the assertions of this declaration are true and correct to the best of my information, knowledge, and belief.
- I am a Senior Director at Epiq Corporate Restructuring, LLC ("Epiq"), which 1. maintains an office at 777 Third Avenue, Twelfth Floor, New York, New York, 10017. Except at otherwise noted in this declaration (the "Declaration"), 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. I submit this Declaration in support of the above-captioned debtors and debtors in possession (collectively, the "Debtors") Debtors' Emergency Application for Entry of an Order Appointing Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent (the "Application").²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Christian Care Centers, Inc. (9664) and Christian Care Centers Foundation (3572). The Debtors' mailing address is 900 Wiggins Parkway, Mesquite TX 75150.

Where context requires, capitalized terms used but not otherwise defined herein shall have the meanings

3. As the Claims and Noticing Agent, Epiq will perform at the request of the Clerk the services specified in the Application and the Services Agreement. In addition, at the Debtors' request, Epiq will perform such other Claims and Administrative Services specified in the Application.

4. Epiq represents that:

- a) Epiq, its members, and employees are not and were not, within two years before the date of the filing of the Chapter 11 Cases, creditors, equity security holders, insiders, or employees of the Debtors;
- b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- c) By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;
- d) In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, 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 Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- f) Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- g) In its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- h) Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- i) Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

- j) None of the services provided by Epiq as Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk.
- 5. Epiq is a data processing firm that specializes in chapter 11 administration, consulting and analysis, including noticing, claims processing, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has assisted and advised numerous chapter 11 debtors in connection with noticing and claims administration and reconciliation. Epiq has provided identical or substantially similar services in other chapter 11 cases nationwide, including before this Court.³
- 6. The Debtors wish to retain Epiq as the Claims and Noticing Agent for the Chapter 11 Cases to do the following: (i) serve as the Claims and Noticing Agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting database services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Cases. Additional details regarding services to be provided are described in the Standard Services Agreement (the "Services Agreement") attached as Exhibit 1 to the Mailloux Declaration.
- 7. Additionally, Epiq will perform the following duties in connection with HIPAA compliance:

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Epiq has provided identical or substantially similar services in chapter 11 cases, including: *In re FTS Int'l, Inc.*, No. 20-34622 (DRJ) (Bankr. S.D. Tex. Sept. 22, 2020); *In re Noble Corp. plc*, No. 20-33826 (DRJ) (Bankr. S.D. Tex. July 31, 2020); *In re Denbury Res. Inc.*, No. 20-33801 (DRJ) (Bankr. S.D. Tex. July 30, 2020); *In re Rosehill Res. Inc.*, No. 20-33695 (DRJ) (Bankr. S.D. Tex. July 26, 2020); *In re Cal. Res. Corp.*, No. 20-33568 (DRJ) (Bankr. S.D. Tex. July 15, 2020); *In re Chesapeake Energy Corp.*, No. 20-33233 (DRJ) (Bankr. S.D. Tex. June 28, 2020); *In re Jones Energy, Inc.*, No. 19-32112 (DRJ) (Bankr. S.D. Tex. Apr. 15, 2019); *In re Approach Res., Inc.*, No. 19-36444 (MI) (Bankr. S.D. Tex. Nov. 19, 2019); *In re S. Foods Grp., LLC*, No. 19-36313 (DRJ) (Bankr. S.D. Tex. Nov. 14, 2019); *In re Walker Cnty. Hosp. Corp.*, No. 19-36300 (MI) (Bankr. S.D. Tex. Nov. 12, 2019); *In re PetroQuest Energy, Inc.*, No. 18-36322 (MI) (Bankr. S.D. Tex. Nov. 7, 2018); *In re EXCO Res., Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. June 16, 2017).

- a) Maintain a separate creditor matrix of residents and patients (the "<u>Resident and Patient Matrix</u>"), and separate schedules of claims that may be asserted by and against residents and patients.
- b) Note in the certificate of service that the parties served include individuals on the resident and patient Matrix.
- c) Process residents' Proofs of Claims and make available a summary of the total number and amount of all claims filed by the residents and patients against the Debtors, which summary shall exclude any information subject to the HIPPA Rules.
- d) Make copies of Proofs of Claim filed by residents and patients available to the Court for *in camera* review, and any such Proofs of Claim shall otherwise be maintained by the Debtors and their professionals on a confidential basis and not subject to public dissemination or disclosure.
- 8. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform the noticing and claims-related services and any related administrative, technical, and support services as specified in the Application and the Services Agreement, at the request of the Debtors or the Clerk. In performing such services, Epiq will charge the Debtors the rates set forth in the Services Agreement.
- 9. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Potential Parties in Interest") in the Chapter 11 Cases. The list of Potential Parties in Interest, attached hereto as **Exhibit 2**, was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, significant equity holders, secured creditors, lenders, the Debtors' thirty largest unsecured creditors on a consolidated basis, contract counterparties, landlords, vendors, insurers, utilities, governmental authorities, the U.S. Trustee and persons employed in the U.S. Trustee's office. The results of the conflicts check were compiled and reviewed by Epiq professionals under my supervision. To the extent that Epiq's conflict check has revealed that certain Potential

Parties in Interest were connected to Epiq within the past three years, these parties have been identified on a list attached hereto as **Exhibit 3** (the "Client Match List"). At this time, Epiq is not aware of any connection that would present a disqualifying conflict of interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, administrative, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq's neutral position as Claims and Noticing Agent or administrative advisor in the listed-party's cases, or any other cases, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship is completely unrelated to the Chapter 11 Cases. Accordingly, to the best of my knowledge, Epiq and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors' estates related to any matter for which Epiq will be employed.

- Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as noticing, claims, balloting, or administrative advisor for another chapter 11 debtor. In addition, Epiq personnel may have relationships with some of the Debtors' creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to the Chapter 11 Cases.
- 11. Epiq has and will continue to represent clients in matters unrelated to the Chapter 11 Cases. In addition, Epiq has had and will continue to have relationships in the

ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Chapter 11 Cases in matters unrelated to the Chapter 11 Cases. Epiq may also provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

- 12. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is the 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.
- 13. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("<u>DTI</u>"), a global legal process outsourcing company, which, in turn, is wholly owned by DTI Topco, Inc. ("<u>DTI Topco</u>"). DTI Topco is a privately held entity with majority ownership held by OMERS Administration Corporation ("<u>OAC</u>"), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. ("<u>OPE</u>", which, together with OAC, are referred to as "<u>OMERS</u>"), and funds managed by Harvest Partners, LP, ("<u>Harvest</u>") a leading private equity investment firm.
- 14. 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.

- 15. Designees 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: (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, 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 DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epig's offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, 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).
- 16. Epiq has searched the names of DTI, DTI Topco, 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 DTI, DTI Topco, OMERS, and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either DTI, DTI Topco, 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.

- 17. 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 supplement its disclosure to the Court.
- 18. In performing the Claims and Administrative Services as described in the Application, Epiq will charge the rates set forth in the Services Agreement. These rates are at east as favorable as the prices Epiq charges in other cases in which the firm has been retained to perform similar services.
- 19. In addition, the indemnification provisions set forth in the Services Agreement reflect standard and customary terms of engagement contained in Epiq's engagement letters both in and outside of bankruptcy. Based on my experience, these indemnification provisions are similar to provisions in the engagement letters of other similarly situated companies in engagements both in and outside of bankruptcy.
- 20. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$15,000, which Epiq applied to all prepetition invoices. Epiq seeks to have the retainer replenished to the original advance amount. Thereafter, and thereafter, to hold the retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.
- 21. If appointed as Claims and Noticing Agent, Epiq will not (a) cease providing the Administrative Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court or (b) undertake any legal representation of the Debtors or provide

any advice of a legal nature, outside the scope of the duties outlined in the Application, without prior order from the Court authorizing Epiq to do so.

22. Epiq will comply with all requests of the Clerk

SERVICES TO BE PROVIDED

- 23. The Debtors wish to retain Epiq as the Claims and Administrative Agent for the Chapter 11 Cases to do the following: (i) serve as the Claims and Administrative Agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting database services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Cases. Additional details regarding services to be provided are described in the Standard Services Agreement (the "Services Agreement") attached as Exhibit 1 to the Mailloux Declaration.
- 24. Additionally, Epiq will perform the following duties in connection with HIPAA compliance:
 - a) Maintain a separate creditor matrix of residents and patients (the "<u>Resident and Patient Matrix</u>"), and separate schedules of claims that may be asserted by and against residents and patients.
 - b) Note in the certificate of service that the parties served include individuals on the resident and patient Matrix.
 - c) Process residents' Proofs of Claims and make available a summary of the total number and amount of all claims filed by the residents and patients against the Debtors, which summary shall exclude any information subject to the HIPPA Rules.
 - d) Make copies of Proofs of Claim filed by residents and patients available to the Court for *in camera* review, and any such Proofs of Claim shall otherwise be maintained by the Debtors and their professionals on a confidential basis and not subject to public dissemination or disclosure.

25. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform the noticing and claims-related services and any related administrative, technical, and support services as specified in the Application and the Services Agreement, at the request of the Debtors or the Clerk. In performing such services, Epiq will charge the Debtors the rates set forth in the Services Agreement.

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

Dated May 22, 2022.

Docusigned by:

/s/ kathryn Mailloux

Kate Mailloux

Senior Director Epiq Corporate

Restructuring, LLC

EXHIBIT 1

Services 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 <u>Services Schedule</u> hereto (the "<u>Services</u>") 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.

- 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.
- 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.



- 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.
- 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.
- 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.
- To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$15,000 (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. <u>Title to Property.</u>

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.

- 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.
- 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 Epig 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 transportational 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:

Christian Care Centers, Inc. 900 Wiggins Parkway Mesquite, Texas 75150 Attn: Mark Shapiro

With a copy to:

Husch Blackwell LLP 1900 N. Pearl Street, Suite 1800 Dallas, Texas 75201 Attn: Buffey E. Klein buffey.klein@huschblackwell.com

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

Christian Care Center, Inc. 900 Wiggins Parkway Mesquite, Texas 75150

Email: mspencer@cccinc.net

11.12 The "Effective Date" of this Agreement is April 29, 2022.



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

EPIQ CORPORATE RESTRUCTURING, LLC

Name: Brad Tuttle

Title: General Manager

CHRISTIAN CARE CENTERS, INC.

Name: Mark Shapiro

Title: Chief Restructuring Officer



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

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 - \$55.00
IT / Programming	\$60.00 - \$72.00
Project Managers/Consultants/ Directors	\$75.00 - \$175.00
Solicitation Consultant	\$180.00
Executive Vice President, Solicitation	\$190.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing \$0.08 per image

Personalization / Labels **WAIVED**

Envelopes VARIES BY SIZE

Postage / Overnight Delivery AT COST AT PREFERRED RATES

WAIVED FOR MSL* E-Mail Noticing

Fax Noticing \$0.04 per page Claim Acknowledgement Letter \$0.05 per letter

Publication Noticing Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security \$0.10 per record/month

\$0.10 per image; no monthly storage charge **Electronic Imaging**

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

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

^{*}Quoted at time of request for high volume blasts to all creditors



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

Securities 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 2

Potential Parties in Interest

Bobby McClendon Don McClendon Kay Weedn

William & Rosemary

4imprint, Inc. 4Site Roofing

A & D SupportWear Inc. A Photo Identification, Inc

A Place for Mom

A Sign of Quality, LLC

AAA Nursing Care

AAAASF Abby Dalager

ABC Home & Commerical

Service Abila

Ability Network, Inc. Able Masonry & Stucco,

LLC

Abria Medical

Laboratories, LLC. dba Genesis Diagnostics Acadian Ambulance

Services

Acappella In Home Care Accelerated Care Plus

Leasing, Inc.

Access Media 3, Inc. Acclaim Physcian Group,

Accountable Healthcare

Staffing, Inc.

Accurate Leak and Line

Accushield, LLC

ACT Teleconferencing **Active Impressions Activity Connection** Adavel's Entertainment

Addy Arnold

Adolfson & Peterson

Construction

Advanced Answering

Solutions, LLC

Advanced Fiberglass

Repair, Etc.

Advanced Pharmacy Advanced Pharmacy **Advanced Prescription**

Service Aetna

Aetna Life Insurance Co.

Ageucate, LLC

Air Liquide Healthcare

American Corp

Aire-Master of NE Texas

Airgas USA, LLC Akumbom Doris Epse

Tibah

Al Masri Rahaf, MD

Alain Johnson Alan Meador Alan Walling Alert Media, Inc. Alesa Edgar

Alexander Tent Rentals,

Inc

Alex's Locksmith &

Security, Inc. Alice Tilger Alimed, Inc.

All About Relocation

Services

All American Balloons All Dead Termite Co. All Dogs Unleashed All Sorts Mailing Services,

Inc.

All Star Orthopaedics Allegiance Mobile Health Allen Anesthesia Associates, PA Allen Dong

Allen Fairview Chamber

of Commerce Allen Flower Shop Allen Image Allen Luker

Allen S. Kent MD PA Allen Sports & SpineCare

Alliance Document Shredding Inc.

Allied Interstate, LLC

Allscripts

AlphaGraphics of

Carrollton

Alt Bentley Yates Altex Electronics, LTD Altus Receivables Management

Alvin Chandler

Alzheimer's Association -North Central Texas

Chapter

Amazon Capital Services,

Ambassador Uniform Amber Chastain Knauss AMC Card Processing

Services, Inc.

American Association of

Notaries

American Express

American Glass & Mirror American Radiology

Consultants

Amerigroup Texas, Inc.

Amersol, Inc.

Amsterdam Printing &

Litho **AMTEC**

Anda Littleford Andrew Bost Benefit Auctions, LLC Andrew Corridori Angela Navarro Angie Buchta Ann Cuddy Ann Ellen Smith Ann Yates Anna Anna Anna Underwood Anna Williams Anne Hinson Annette Pybus Annie Moses Band Anthony Elder, RT Anthony Looney Anthony Walsh **APAGD**

APAGD Appliance Parts Depot,

Aquarium Headquarters Araceli Andrews Aramark Uniform Services, Inc.

Arch Staffing Group, Inc.

Archie Seward Area Metropolitan **Ambulance Authority**

Arjo, Inc.

Arkansas Child Support

Clearinghouse

Arlington Great Southwest

Rotary

Armstrong McCall of Fort

Worth

Armstrong McCall of

Garland **ART USA** Art with Ali

Arthritis Strategies of

Texas, PLLC

Arthur & Mary Fullington

Arthur M. Groome

Artifex. Inc.

Artreach Booking Service **Asset Protection Unit**

Assisted Living Locators Assurant Employee

Benefits

AT&T AT&T AT&T

AT&T Long Distance **AT&T Mobility**

ATC Healthcare Services

Atha DeWoody Atlantis Services, Inc. **Atmos Energy Corporation** ATTN: MSC 410837

Patterson

Aubrey Ford Estate c/o

Linda Smith Augusta Gray Auto Glass Center

Aubrey & Yvonne

Automatic Access Doors,

Inc.

Autumn Church

AV Guy

Avante Health Soultions Axel Door Company Axis Water Technologies B B Outdoor Advertising,

B. Riley Advisory Services

Babe's Catering Bahama Buck's Bailey's Mechanical

Baker Donelson

Baker's Ribs

Bakery by George Balloon Designs

Bamboo Health, Inc. Banc of America Leasing

& Capital, LLC Bank of America

Bank of New York Mellon

Barbara Ashford Barbara Berry Barbara Foster

Barbara Gauthier

Barco Products Company Barry Packer Consulting,

LLC Barsco

Bar-W Meat Co. **Batteries Plus Batteries Plus** Baudville

Baumgardner Non-**Emergency Service** Baylor Heart & Vascular **Baylor Medical Center**

Garland

Baylor Scott & White **Emergency Hospital**

Murphy

Baylor Surgical Hospital

Baylor Surgicare

Baylor University Medical

Center

Bec N Call Wheelchair

Transportation Bekah Loftus Belinda Bennett Belinda Fenter

Bell Brothers Moving Bell Nunnally & Martin,

LLP

Ben Myers Ben Myers

Best & Spruill, PC **Best Supply**

BestBuy Health Inc

Beth Harris

Bethany Christian Church

Bethany Norris

Betsy Ross Flag Girls, Inc.

Bettina Ripperger Betty Goheen Betty Hoban Betty Smith

Beverly Kay Jackson Beverly Lyford

Bice's Florist

Big D Americas' Logistics

Bild & Company Bill Andrews Anda Littleford Bill Cannon Bill Gutekunst Bill Lewis Bill Southern Billie Harding

Billy L Nabors Demolition

Biomedical Waste Solutions, LLC BIR JV, LLP

Birdsong Electric, Inc. BK Transport Texas, LLC

BKD

Blackall Mechanical

Blackbaud Blanca Martinez

Blue Cross Blue Shield of

Texas

Blue Cross Blue Shield of

Texas

Blue Sky Sales, Inc. Bluegrass Heritage Music

Bob Goff
Bob Schramek
Bob Yarbrough
Bobby Germany
Bobby Hall
Boneta Porter
Bonnie Sanders
Borden CAD
Borden Dairy

BPS Reprographics, LLC

Brad Ackland Brad Brewer Brad Dilday Brandon Perry

Branson Tourism Center Brask Enterprises, Inc.

Brenda Davis
Brenda Giboney
Brenda Price
Brenda Shaub
Brent Chipley
Brent Linsteadt

Brian Laswell Bridge Orthopedic

Solutions Briggs Healthcare/Briggs

Corp

Brightly Software, Inc. Brightree Home Health and Hospice, LLC Broadcast Music Inc.

Broadmoor Medical Lodge

Bronson Chadwick

Brooke Taylor

Brothers Food Service Brown Mobile Dental Browning Trophies &

Awards Inc. Bruce Dean Bruce Dunai Bryan Lamb

Bryant Printing Company,

Inc.

BSWMC White Rock

BTDI JV, LLP

Bua's Next Level Roofing & Construction, LLC Buck Criner Jr.
Bulk TV & Internet Bureau Veritas Technical Assessment LLC

Burgess Piano Service,

Inc.

Business & Legal

Resources

Business Flooring Byron Nelson

C B Luce

C&M Premier Enterprises C&P Pump Services, Inc.

C&S Media, Inc.

Cafe Max Richardson, Inc. Calderon Textiles, LLC CalendarsUSA.com Calise Partners, LLC Calvin Bass

Cam Audio, Inc. Cambreon Kemp Cantwell Power Solutions,

LLC

Capital Diagnostic Center,

LLC

Capital One

Capital One Trade Credit Carbonated Solutions of

Dallas LLC

Career Staff Unlimited,

Inc.

CareerBuilder, LLC

CareFlite

Carenow Corporate CarePatrol #259 CareStaf of Dallas, LP

Caretrips LLC
Carey Head
Caring People
Caring, Inc.
Carol Brandon
Carol Koffinke
Carol Tipton
Carolee Juergens
Carolina Speech
Pathology, LLC
Carolyn Black
Carolyn Boyd

Carolyn Jernigan Carolyn Porterfield Carolyn Saffle

Carolyn Dobson

Carolyn Vogt Carpet House by

Carpet House by Paul, Inc. Carrier Enterprise, LLC. Carrot-Top Industries, Inc.

Cary Tanamachi Casey Eckert CASH

Catherine Goss
Catherine Kutz
Cathy Ballew
Cathy Frazee
Cathy Pulham
Cawley Company
CD & Sandra Tyler
CDW Government, LLC

Centers for Medicare & **Medicaid Services** Century A/C Supply Century Integrated Partners, Inc. Cerner Corporation

Chad Tyson

Chalon Corporation Chamber Directory

Services

Chansen Media Group,

Inc.

Chantry Brecheen **Chaparral Consulting** Chapter 13 Trustee

Charitable Properties, Inc.

Charlene Herd Charles Greene Charles Kemper Charles Manns Charles Miller **Charles Spaulding** Charlotte Duke Charlotte Jones Charlsie May Charmain Murphy

Charter Communications Charter Communications

Chaton's Boutiques

Cheek House Productions

Chem-Aqua Cheri Cravey Chisholm Trail **Transportation** Chocolate Angel **Christian Brothers**

Automotive

Christian Brothers

Automotive

Christian Care Center Christian Care Center -

Imprest

Christian Care Centers

Allen Imprest

Christian Care Centers,

Inc.

Christian Care Home & **Community Services**

Christian Care Wellness

Center

Christian Chronicle Christie Leiter

Christopher Vanderveer

Cierra Brannies Cigna Health & Life Insurance Company

Cindi Brown Cindy Payne Cindy Peyronet Cintas Corporation City Hospital at White

Rock

City Kitchen City of Allen

City Of Allen Utility

Billing

City of Fort Worth City of Fort Worth City of Fort Worth City of Fort Worth Fire

Department Revenue

Group

City of Fort Worth **Pretreatment Services** City of Fort Worth, Texas

City of Hurst Photo

Enforcement

City Of Mesquite City of Mesquite

City of Mesquite City of Mesquite

City of Mesquite

City of Mesquite Fire Department

City of Mesquite Health

Division

City Of Mesquite Tax

Office

City Of Mesquite Utilities

City of Plano Claire McLin

Claire Ray Swanson

Clark Thomas

Classic Same Day Blinds Clean Earth Environmental

Clear Investigative

Advantage

Clear Media Design Clell Kennedy

CLIA Laboratory Program CliftonLarsonAllen, LLP Clinical Pathology Laboratories, Inc. Clouse Kingdom Fund

CMS of Holland, Inc Coburn's Catering Coca-Cola Southwest Beverages, LLC

Cockerell

Dermatopathology, PA

Cody Pickens Colleen Mallette Collin County Tax Assessor Collector

Colonial Life & Accident

Combined Arts Publications, LLC

Comdata

Communities of Faith Risk

Retention Group, Inc Community News

Connection

Community Portable X-

Ray, Inc.

Community Profile, LLC

Community Waste

Disposal

Company Folders Compbenefits Ins. Co. Complete Backflow Services Company, LLC

Complete Supply Connie Beam Constantin's Breads

Diagnostex Consultants Dial A Messenger, LLC

Diane Dishman Diane Longoria Dick Mastin

Dickson Brothers, Inc. Digitalway Services PCO

Continental Wireless, Inc. Cooling Equipment

Specialist, LLC/CES, LLC

Corey Paul

Corporate Image, Inc. Corporate Records Management, Inc. Corporate Support & Fulfillment, LLC

Corridor Mobile Medical

Services

Corvias Foundation

Corwin Design & Graphics

Corporation

Costco Membership **Country Glass** Coventry Reserve Cozzini Bros., Inc. CPro Associates, Inc. Craig Armstrong Craig Court

Creekside Automotive Crest Healthcare Supply Crestline Specialties, Inc.

CRF Solutions

Crown Imaging, LLC Crown Trophy Crystal Goolsby Crystal Harris CS3Design Inc. CSI International, Inc. CT Corporation

CT Finishes

Cummings Electrical, Inc. Curaspan Health Group,

Custom Development, Inc. **Customer Choice Mobile**

Mobility

CVS Caremark Cynthia A Dorber Inc D Magazine Partners D2 Architecture

Dallas Athletic Club Dallas Banjo Band Dallas Christian School Athletic Association Dallas County Hospital

Group

Dallas Morning News Dallas Nephrology

Associates

Dallas Plumbing Company Dallas Regional Medical

Center

Dallas Symphony Association, Inc

Council Foundation

Systems, LLC

Dan Marley Daniel Piazza Daniel Reynolds Daniel Sternthal Daniel Walsh

Darling Ingredients, Inc.

Datasite LLC David Allen David Ashmore David Bellows **David Bennett David Browning** David Hirsch David Jones David McMahan David Rayshell

David Sharp

David Stevens David Washburn

Davilas Excavations Inc

Davis Arnold

Day's Electric Service DDCI Group, LLC de Jager & Company

Limited Dean Graves **Deane Peters** Direct Energy Business
Direct Supply, Inc.

DirecTv

Discount Helium of Dallas,

Inc.

Displays2Go Doc Gibbs Don Peterson

Don Vandertulip Don Witt Donald Bacco

Donna Barclay

Donna Pilgrim Donna Sellars

Donna Witten Dontell Picket

Dorene Pigg Doris Hendrix Doris Taylor

Dorothy Brooks
Dorothy Jean McElwain

Double C Resources, LLC Doug Zahniser Doyle Goodspeed

Dr. Osehoute Okojie Dr. Shirline G. Potts DreamPetalsFloral.com,

LLC

Drew Johnson Duane Dosier

Dr. Don Hayes

Ducky Bob's Party Rentals

Dudley Marchetti Dura Medic Dwayne Black DWF Dallas

Dyna Flow

Dynamic Infusion Therapy

E Eugene Hastings

Eagle National Steel, LTD Earlene Cuba

Earlene Wilmouth
East Dallas Remodel
Echelon Global, Inc.

ECMC Ecolab **Ecolab Food Safety**

Specialties

Ed Brown Distributors

Eddie Devoll Edgar Norsworthy Edna Dorman Ed-U-Care, Inc.

Edward Don & Company Edyth Mastin

Elaine Hall Elaine Head Elaine Scholly

Eldersong Publications,

Inc.

Electro Freeze Dist. of

Texas, Inc.

Elevator Inspection

Service

Eli Daniel Group, LLC

Elizabeth Damico Elizabeth Schoonover

Ellen Sapp Elston Aire, Inc Empire Roofing, Inc. EMR Elevator Inc. EMSR Electrical

Contractors Encore Live

Endocrine Associates of

Dallas

Enviro Consulting System,

Inc.

Environics Analytics, Inc. Erma Turrentine Errick Davis

ESP

Estate of Donald Hall Estate of Gail Kathryn

Knapp

Estate of Julian Kanfer Eurcia Stallins Eva Purvis Eva Shipp Evac+Chair

Evelyn Marie Zohlen
Eveready Services, Inc.

Eversound

Ewe Pet Petting Zoo &

Pony Rides

Excel Construction Group Executive Press, Inc. Express Scripts, Inc.

Eyeclick, Inc.

Factory Builder Stores FA-E/Collections

Fairfield Chair Company

Fancy Staff

Farmers' Market Fort

Worth, Inc.
Fast Moves
Fastsigns
Fastsigns
Fastsigns
Faye Evans
FedEx

FedEX Freight
FedEx Office
Fiddles on Wheels
Final Harvest
Financial Education &

Development, Inc.
Financial Transmission

Network, Inc. Finley Shirts, Inc.

Fire Safety Solutions, Inc.

Firetrol Protection Systems, Inc. First Baptist Church

Mckinney First Call

First Choice Coffee

Services

First Dallas Media, Inc

First Fitness

First Graphic Services, Inc.

First State Bank
First State Bank

First Step Pest Control Firstwatch Security Fisher & Phillips LLP

Fissco Supply
Fit Supply

Fitch Ratings Inc.

Five Legged Stool dba 360

West Magazine Five Star Care LLC

Flag Store Flag Systems Flaghouse, Inc. Floral Image Dallas Flossye Gagneux For Love & Art

Forever Floors Wholesale

Forrest Littlejohn Fort Worth Chamber of

Commerce

Fort Worth East Rotary

Club

Fort Worth Museum of Science and History Fort Worth Water

Department Frances Abbott Francis Farish Frankie Head Fred Kienle Fred Worley

Freedom Profit Recovery **Frontier Communications**

Fuses Unlimited Gail Jouvenat Gail Martin Galaxy MRI & Diagnostics

Garland Chamber Of

Commerce

Garland Eye Associates,

Garland Independent

Pharmacy

Garland Independent **School District** Garry Goswick Gary Bingham

Gary Clement Gary Dungan

Gary Freeman

Gary Grimm & Associates

Gary Tiner

Gasket Guy of DFW Gateway Diagnostic

Imaging Gayle Cambre Gayle Owen GC Services, LP GDS Controls, Inc. Gemma Grossman Gene Adams

General Electric Company

Geneva Newton Geneva Turbeville George Hollon Gerald Cason Gerald Jones Gertrude Claxton Gilbert Mediation Group

Ginny Beatty

G-K Shepherd Group, Inc.

Glass Locksmith Glatfelter Healthcare

Practice Glen Bailey Glen Estes

GLM Enterprises Global Mechanical

Services

Globalrehab Fort Worth

Gloria Kirby Gloria McCarrier

Gold Tone Senior Show

Choir

Golf Cars of Dallas Goodman Company, LP Gotta Go Trailways

Grace Pineda Grace Shrode -McClendon **Gracy Thomas** Grainger

Granite Foundation Repair,

Inc

Grapevine Sugicare **Great American Business**

Products

Great Lakes Higher **Education Guaranty**

Corporation

Greatland Corporation Green Light Group, LLC Green Oaks Physical Therapy Limited Partnership Greensheet

Greenville Herald Banner Greenville Oaks Church of

Greenway Village Imprest

Greg Pickens

Greystone Communities

Group Dynamix GroupOne Services Grover Herrera

Guardian Pharmacy of

Texas

Guide Book Publishing

Guinco Service

Gurpreet S Bajaj, MD,

NTBJ

Gus & Sharon Pritchard Gussie Alfreda Franks Guy Chamberlain H Jay Boulas, MD, PA H&H Concrete on Demand, Inc.

Hagar Restaurant Service,

Hal Pendergraft Hallie Jean Dyer Hanger Clinic

H.I.S. Cornerstone

Happy Home Medical

Harbor Linen

Hardie's Fresh Foods Hardscape Specialties Inc.

Harold Roper Harold Tidwell Harper Agency Harrol & Wynnelle

Gatling

Hartford Life and Annuity **Insurance Company** Hartford Life Insurance Company

HCPro, Inc. **HD Supply Facilities** Maintenance, LTD

Health Advocate Solution

Health Imaging Partners Health Imaging Partners,

LLC

Health Promotions Health Special Risk, Inc. Health Texas Provider

Network

Healthcare Consultlink

Healthcare First Healthcare Margin

Specialists

Healthtexas Provider

Network

Heart Health Center of

North Texas Heartplace, PA Heaven's Heartstrings

Ministries

Heidi Wagner Photography

Helen McHenry Helen Murdock Helen Wright

Helmberger Associates,

Inc.

Herb Harlow Heritage Christian

University

Heritage Ranch Golf &

Country Club **HHSC**

Hightech Signs DFW Hill Country Dairies, Inc. Hill Print Solutions, LTD

Hillary Sullivan Hill-Rom HipSaver, Inc.

HIYH Medical Service &

Repairs

Hobart Service Holiday Cheer Entertainment Holland Dee Dickey Home Depot Credit

Services

HomeSafe Solutions Honeywell Homemed,

LLC

Hooper Group, Inc. Horizon Software International, LLC Hospice Analytics, Inc.

Hospice Cloud

Hospital & Healthcare Compensation Service Houlihan Lokey Capital,

Inc.

Household of Faith Houston Polasek **Howard County Tax**

Office **HRdirect**

HRW Fire Pump Services,

Hubert Hartin Huckleberry Notary

Bonding Inc.

Hudson Bus Sales, LLC Humana Health Care Plans

Humana Pharmacy Solutions, Inc.

Hunsicker Consulting,

Husch Blackwell, LLP i Staffing Resources, LLC

Ida Lea Downs Management Ideal Impact

Illumination Fireworks Image 360 Arlington ImageMaster, LLC Imaging Consultants of

Garland

Imogene Dial India Ferguson Inez Ravell Infinity Medstaff Infinity Pharmacy

Solutions

Inn on Lake Granbury Inpro Corporation Insight Direct USA Insight Labs, LLC

Integra Realty Resources -

DFW, LLP

Integrated Medical Equipment, LLC **Integrated Services**

Integrity Shuttle Services Internal Revenue Service

Internetwerx

Invisible Fencing of Dallas

IPC Healthcare Inc. **IPFS** Corporation

iPromo

Iron Mountain Isalnders, LLC Iwu & Associates

J & M Electrical Services J R Roofing & Remodel

J. Denise Powell Jack County

Jack County Appraisal

District Jack Dolph Jackie Payne

Jackson Walker, LLP James & Frances

Patterson, Family Living

Trust

James & Peggy Odom

James Baldwin James Biehl James Johnson

James L. West Center for

Dementia Care James Loveless, Jr. James Michael James Rochel

James Wood Motors, Inc.Joe McIntireKAT Klean, Inc.JAMF SoftwareJoe MooreKathleen PriceJamie StewartJoe WilliamsKathryn OliphantJamie YeagerJoerns Healthcare Inc.Kathryn Ruth PettusJAMS, Inc.John A Thomas, MD, PAKathy Bazan

Jan Atkinson

John Hinton

John Nicholson

John Pennington

John R. Ames

Kathy Dagen

Kathy Dalby

Kathy Shearer

Kathy Shearer

Katie Lynne Jones

Janet FainJohn StevensKatusJanet HawkinsJohn T SullingerKay H

Janet HawkinsJohn T SullingerKay HeadlyJanice Lindstrom, MA,John TerryKaye WehingerMT-BCJohn TincherKayla RussellJanie BarnettJohnnie LukerKeiko Couch

Jason's Deli Johnnye Blakeley Keith Craft Leadership
Jean Cary Johnson Supply Shapers

Jean Dunavant Johnson's Fiberglass Boat Keith W Brewer
Jeffrey Brasher Repair, LLC Kellie Miller

Jennifer Chapman Jolene Aicklen Kelli's Gift Shop Suppliers

Jennifer CieslielskiJonathan MorrisonKelly KileJerl WelchJones Literary, LLCKen BasingerJerry FlattJonita BankheadKen LewisJerry GallowayJonny MackKen SwillingJerry GibsonJose MontesKenneth Fox

Jerry Pyle and Associates

Jose Sanchez

Joseph Daniels, DO, PA

Joseph Irpino

Joseph Irpino

Joseph Irpino

Joseph Irpino

Joseph Irpino

Joseph Roppolo

Joseph Fuller

Josh Davis

Kenneth Kristof

Kenneth McAlister

Kenneth Pruitt

Kenneth W Odle Jr

Kerrie Johnson

JH Deliverance Inc. Joshua Ministries, Inc Key Personnel

Jim Hatley Joyce Justice Key-Whitman Surgery

Jim Johnson Joyce Lindley Center Joyce Roan Jim Patterson KGVL AM Jim Wiggins Joyce Singleton Kim Cook Joyce Thompson, MD Jim Wilson Kim Whyde JTJ Marketing, Inc. Kimberly Nicole Jimmie Istre Juan Martinez Kimley-Horn and Jimmie Stewart Jimmy Holmes Judy Anzick Associates, Inc. Judy Womack JM Excavation Kindred Healthcare JMD Integrity Jule Aguirre Kinetic Access

J-N Fence Company
Joan Qualls

Julie Eileen Watts
Kinex Medical Company
King Moving Company,

Joanne Carter Juliette Fowler LLC

Jodie Roden Communities Kirby Chemical &

Joe ArnoldKaner Medical GroupRestaurantJoe HarrisKaseya US, LLCKirsten Munson

Laura Simolaridis Linda Davis Kitty Van Dyke Kiwanis Club of Garland Laurie Gabriel Linda Freeland **KJRN** Laverne Hounsel Linda Moore KLAS Products, Inc. Law Office of Peter J Linda Warriner **KNAP** Time Quartet Harry, PLLC Lindenmeyr Munroe Lawrence Yarbrough Kona Ice Lake Arlington Linked Senior, Inc. Kona Ice of Frisco/Allen, Lawson Cleaning Service Liquid Environmental LLC **Lawton Publishing** Solutions Layne Yeldell Kone Inc. Lisa Cooper Koroseal Interior Products, L'Dor V'Dor Confections Lisa Garcia Leading Age LLC Lisa Pritchett Leading Age - Texas Kristi's Senior Solutions, Lisa Schubert Leading Age Illinois Lisa Simmons Dunphy LLC Little Giant Beekeepers Foundation Kristyn Harris Kronos Incorporated Leading Edge Emergency Lizzie's Art on the Go Kwik Kar - Mesquite Physicians, Inc. Lockton-Dunning Series of LeadingCare Network Kwik Kar Lube & Tune -Lockton Companies Inc. Texas, LLC Lois J Corgan Fort Worth L&W Orthopedic Lease Administration Lois Price Associates Center Lone Star - Fort Worth Label Tape Systems Lease Corporation of Lone Star Ambulance 1, Labor Finders America LLC Laboratory Corporation of Lee Ann Hubanks Lone Star Chorus America Lee Walker Lone Star Corvette Classic, LaDonna Spencer Legacy Portraits Ladybug Scrubs Legacy Texas Lone Star Neurology -Legal Club of America Laengrich Healthcare Frisco Partners, PC Legal Shield Lone Star Physical LaJean Bilbrey Leilani Choice Therapy, PC Lajuana Bryan Lone Star Radiology Lenora Cathey Lake Pointe Orthopedic Leo Mays Services Association Les Allen Lonestar Fancy Flush Lakewood Village -Leticia Feliciano Lonestar Podiatry Group **Imprest** Lev Kardonsky Lakewood Village Libby Vermerire LoneStar Sound Healthcare Center Life Systems, Inc. Longhorn Menus LifeBio, Inc. Loretta Weeks **Lamar Companies** Landmark Healthcare LifePath Healthcare Lori Hunt Careers, LLC Lankford Production & Louise Wyatt Love & Company, Inc. Media Group, Inc. Lilan Schenk Loving County Tax Office Larry Brand Lillie Madison Larry Mathis Loving County WID #1 Lincare, Inc.

Lincoln Healthcare

Leadership

Linda Austin

Linda Bonham

Lowe's Business Account

LRC Services

LTCAC, Inc.

Lucile McNiel

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Orkin

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Texas Department of Aging & Disability Texas Department of Aging & Disability

Services

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Brooks, Shaniqua Rosetta

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Traylor, Keljanee Turay, Elizabeth Turner, Donna Sue Turner-Jenkins, Sharita D

Tyler, Janet

Ursery, Tammy Rena Valdovinos, Gabriela Varghese, Rachelamma Varghese, Susamma Venters, Shelby Verdell, Howard Earl Villegas, Tadeo Wade, Russell Mark

Wagoner Pace, Wendy Dawn

Walker, Barbie Wallace, Bailey Wallace, Maximus Wambui, Agnes Ward, Karen Warner, Thomas

Washington, Gloria Lynn

Watson, Kelvin Develle Weber, Carmen Joy Weston, Charletta Ann White, Eric Lamon White, Sharquala Deshae

Wiggins, Yvette Williams, Jesse Williams, Julie

Williams-Smith, Sheila R Wilson, Asenath S Windon, Holly Winston, Stefanie Wisdom, Aaron

Woldemariam, Meseret Kebede
Wolfgang, Catherine Noel
Wright, Carl Edward
York, Tara Elaine
Young, Shannon
Youngblood, April M.
Zaby, Mary Frances
Zermeno, Phyllis Carol
Zubroski, Charisse Faith
Gerald Roy Taylor
Malcom Van Henley

George Ashmore
Lyn Hunt Goggin
Patricia Ann Lawson
Gregory John Patton
Gregory R. Samuel
Kelley Joe Schubert
Don Clevenger
JD Tidwell

Sabrina Renee Porter Mark Spencer, Sr.

Karen Kimberly Johnson Cook

Wendy Garrett Marci Penney

Adedayo, Ifeakanwa Martha

Aery, Jeremy Allen Agent, Princess L. Alexander, Sheree Anderson, Shannon Antoine, Raquel Anjalika

Arnold, Addison Arnold, Davis Wade Bankhead, Jonita Barrett, Ramona

Barron, Brianna Elexus Blackshire, Paula Bobo, Robin

Bobo, Robin Boyd, Johnny Brager, Jason

Brecheen, Chantry Wade Brown, Kenneth Ray Browning, Monique Bryan, Pamela Bubb, Belinda Busari, Adama Lola Bustamante, Aubrey Carter, Joanne P Carter, Simone Chandler, Attmond Cooks, Zekevia

Davies, Bindu Fahnbulleh Davis, Brandon Deon

Davis, Errick

Cooper, Robert

Davis, Lawanda Michelle De Guzman, Cherryl Debrah, Vida Serwah Douglas, Adonica Tashae

Douse, Marshall Eleston, Kaviyon E

Enna, Nadia

Espinoza, Maria De Jesus

Evans, Aisha Evans, Patricia

Fearance, Vanessa Clydean

Felty, Virginia Leigh Ferguson, India Fields, Anola Sheree Fields, Willis Latroy Flores, Elsa Margarita
Fuller, LaBryan
Garrett, Wendy
Gerges, Ayoub
Gossett, Elizabeth
Grear, Jamie Linette
Green, Della Mae
Griffitts, Jeffrey Scott
Grover, Sheryl Marie
Habteab, Lulya
Hampton, Marquetta

Harms, Debbee

Harris, Michael David

Hart, Abresha

Hawkins, Rashunda Resha Hernandez, Jessica Marie

Hester, Kayla Holly, Bryce

Hryekewicz, Alexa

Humed, Amir

Humphrey, Shirley J. Hunt, Cedric Eugene

Ibe, Judith K
Jackson, Ruth
James, Kamarin
Jekayinoluwa, Joy
Jennings, John Robert
Jinks, Elizabeth Susan
Johannessen, Suryana
Johnson, Roberta Elaine
Jones, Carla Joyce

Jones, Jonathan

Kamara, Haja Marie Ann

Kemp, Cambreon

Kimbrough, Antranique King, Lashannon Nicole Kirk, Ladetria Quavoria

Knight, Grace Catherine

Lange, Elnona

Lee, Adweanar Kichasa

Lee, Kimberlyn

Lee, Sheronnica Livingston, Conford Lofton, Brenda K

Mack, Janet

Madison, Paul Dean Makoni, Winnie Makoni, Winnie Mapes, Vanessa Martin, Taja

Martinez, Dalia Guadalupe Mason, Monica Renee

Maxwell, Dominique Dionne McCoy, Sondra Donyel McKinney, Laterria McNeil, Regina Melton, Robin

Michel, Rosageorgina Mihiretu, Maheder Habteyes

Mims, Crystal

Moore, Leah Wawira

Mubark, Eshak Myers, Keiondra Nelson, Hillary Ann Newton, Rolanda Njeru, Millicent Njoku, Ijeoma Chisa

Ogbeide, Phildelia Omo

Nweke, Stefen

Ogbuta, Angel
Ortiz, Jessie Joe
Owens, Marcellus J
Packer, Wendrick
Patrinick, Elaine
Payne, Andrew
Pelton, Sharon A
Peters, Cynthia

Peters, Leslie Laterika Phares, Savannah Pickens, Teresa

Piguet, Daniel Maurice

Pike, Amber

Price, Jalynsia Qualls, Yovanda Kay

Quinones, Carlos Rolando Randall, Tameka Monique

Raybourne, Asja Raymond, Neil

Redic, Trilisia Bronsha Redwine, Tomika Yvonne Reuter, Christina Latoya Reyes Ortiz, Javier Ulises

Rigsby, Brett

Riis, Jedidiah David Roberson, Brittnee Robinson, Kristi Robinson, Philip Robinson, Quantae Robinson, Staryski Rodgers, Kristi Dawn

Rose, Terrica
Rowe, Sara Louise
Ryan, Toya Ordetta
Sanchez, Jose Juan
Sauceda, Edwin
Saucedo, Alejandrina
Sauls, Denequel
Savannah, Paula
Schnerzinger, Derek
Scott, Christel Denise
Sereno, Francisca

Shelly, Kathy Sims, Zemana Lashon Smith, Dione Nichelle

Smith, Keahra Stallins, Eurcia T Stewart, Jamie

Shaw, Lakisha

Stoneking, Macie Rene Sumaila, Amamata Tafesse, Shirshir Tanner, Frederick Tarrant, Jamie Taylor, Rhonda Denise Terrones, Marianna Thinnes, Dianna Thomas, Rayshell Thomas, Shemecia Thomas, William Mikel Thompson, Kerisis Torres, Marcus Torres, Nancy Tutt, Ede Faith Ulmer III, William

Uzoeghelu, Franca Tochukwu

Vann, Dominique Villa, Erendira Garcia Walker, Essence Walker, Shenekia S Walker, Stephanie Wallace, Kiuana K Washington, LaShun Watson, Alexander James

Weato, Julie Weato, Julie Whitenton, Alice Wiggleton, Debra D

Wiley, Deron Wilkins, Christina Williams, Angela T. Williams, Janie

Williams, Thometrice J Williams, TyJohnea Williams, Tykajah

Wilson, Andrea Hawkins Wilson, Edna Womack, Judy

Xiong, Enjia Ziska, Hana

CMS – The Centers for Medicare Shield of Texas and Medicaid Services - US

Department of Health and HumanBrightree Home Health & Services.

City Of Mesquite Tax Office

John R. Ames (Dallas County) Loving County Tax Office Loving County WID #1 Tarrant County Tax Assessor

Wink Loving ISD Wink Loving ISD

Department of the Treasury -Internal Revenue Service Texas Comptroller Public

Accounts

Texas Workforce Commission Howard County Tax Office -

Tiffany A Sayles Tac

UMB Bank, N.A., as Trustee Banc of America Leasing &

Capital, LLC

BB&T Commercial Equipment

Capital Corp.

Centers for Medicare and Medicaid Services CIT Bank, N.A.

Verdant Commercial Capital, LLCVirgene (Gene) K Adams American National Bank Bank of American JPMorgan Chase Bank **Inwood National Trust**

Prosperity Bank

Truist

US Capital Advisors Veritex Community Bank

Alert Media Alliance Resource Management, LLC

Allscripts Healthcare, LLC Allscripts Healthcare, LLC

DFW Area Eldercare

Advisors, LLC BioMedical Waste Solutions, LLC Blue Cross and Clue

Broadcase Music, Inc.

Hospice, LLC

BrightStar Care of University Park/NE Central Dallas

Davis Managed Services,

Cantwell Power Solutions Care N' Care Insurance

Company, Inc.

CarePatrol of Fort Worth CareStaf of Dallas, LP

CareFlite

Cerner Corporation Change Heathcare Cintas Corporation Twomagnets, Inc. Darling Ingredients, Inc.

Freedom Financial Consulting IncDigitalway Services, LLC Headphone Events, Inc. Executive Care of Dallas FMC Dallas Central

Dialysis Center FPR Holdings, LP

Genesis Diagnostics HEALTHCAREfirst, Inc.

Healthsense, Inc. AT&T Corp Humana Insurance

Company Health Value Management, Inc. Ideal Impact, Inc. **Infinity Pharmacy** Solutions, LLC

InPatient Consultants of

Texas, PLLC

Raney Services, LLC InvaServ, LLC

Iron Mountain Secure

Shredding, Inc.

Iron Mountain Infomration Management Services, Inc. Jerry Pyle & Associates Kalos Health Services.

LLC

Key Personnel

Kristi's Senior Solutions, **Tri-State Nursing** C. Marie Goodier LLC Enterprises Meredyth Kippes LeadingCare Network TriWest Healthcare Felicia P. Palos Texas, LLC Alliance Corporation Bradley D. Perdue TXU Energy Retail MatrixCare, Inc. Nancy S. Resnick Mission Linen Supply Company, LLC Kendra M. Rust Motion Picture Licensing Unum Erin Schmidt Corporation Valic Lisa Smoot Joseph W. Speranza Charitable Resource Welcome Home Software, Foundation, Inc. Rafay Suchedina Steven Whitehurst Nazca Corporation Wise Resource New Leaf Horticulture, Cheryl H. Wilcoxson Development, LLC Centers for Medicare & Cindy Worthington LLC Elizabeth Young NurseCore Management **Medicaid Services** Aaron Williams, Mintz Services, LLC Texas Health and Human OnShift, Inc. Levin, Cohn, Ferris, Services Net Health Systems, Inc. Glovsky and Popeo, PC Four Sevens Oil Co. Ltd. **Oracle Elevator Company** Internal Revenue Service Direct Energy Orkin Pest Control City of Allen Texas State Attorney Otis Elevator Company City of Fort Worth General, Attn Ken Paxton City of Mesquite Quadient Leasing USA, Texas Attorney General, Atmos Energy Attn Bankruptcy Inc. Community Waste Department Quality Care Rehab, Inc. Quench USA, Inc. Disposal Texas Department of Radcom Technologies, Inc. Sundance Disposal Insurance Relias, LLC B. Riley Advisory Services Solutions Houlihan Lokey Ruby Care, LLC Republic Services Salon PS Texas, LLC Spectrum/Charter Husch Blackwell LLP Schryver Medical Sales Communications/Time Resident 3020787 and Marketing, LLC Warner Resident 3020532 Jo Tipton Realty Services, AT&T Resident 3020676 T-Mobile/Sprint Resident 3020677 Inc. Senior Psychcare of Dallas Liberty Mutual Resident 3020292 I. PLLC **CNA Marine Division** Resident 4030282 SimpleLTC Systems, LLC USI Southwest Inc. Resident 3020652 SiteStaff, LLC **IPFS** Corporation Resident 198 Spectrum (subsidiary) **UC** Assure Hospice Patient 1 Sprint Solutions, Inc. City of Allen Resident 19291890 Stephanie Berg City of Fort Worth Resident 4030279 Office of the United States (Hockemeyer) Resident 4030324 Stericycle Trustee for the Northern Resident JA7721 SHC Services, Inc. Distirct of Texas Resident MA **TALX** Corporation Lisa L. Lambert Resident 150 Texas Allergy & Breathing Asher Bublick Resident 3020634

Resident 2030333

Resident 2204

Kara Croop

Christi C. Flanagan

Centers

Excel Health, LLC

Resident 2030309	Resident 3020754	Resident 205197
Resident 3030346	Resident 4030007	Resident 4030331
Resident 68511210	H2S Patient 1	Resident 205274
Resident 3020755	Resident 3020749	Resident 201001312
Resident 201001358	Resident 4030313	Resident 3845
Resident 4030280	Resident 3020641	Resident 201001356
Resident 205252	Resident 201001116	Resident 2040301
Resident SA	Resident 201000997	Resident 3020628
Resident 2020249	Resident SB	Resident 42002342
Resident 2020182	Resident 2040267	Resident 3020629
Resident 205213	Resident 2030246	Resident 3020668
Resident 3020764	Resident 15256	Resident 2020300
Resident 4030197	Resident 250	Resident 2020251
Resident 3020662	Resident 52-7928	Resident 4030311
Resident 3020773	Resident 2030382	Resident 2020322
Hospice Patient 2	Hospice Patient 3	Resident 3030372
Resident 205285	Resident BC6443	Resident SD0294
Resident 2040274	Resident 201001364	Resident 205235
Resident 3020778	Resident 201000498	Resident ED7544
Resident 3030416	Resident 4030076	Resident 3020819
Resident RB	Resident JC8127	Resident 3020818
Resident 205284	Resident 3020138	Resident 205234
Resident 3020821	Resident 220	Resident 2040259
Resident 20061930	Resident 205191	Resident 2030227
Resident 3020786	Resident 2030372	Resident 15265
Resident FB0914	Resident 777604re	Resident 4030221
Resident 47481937	Resident 2040209	Resident 2040283
Resident 3020681	Resident 2040225	Resident 2040284
Resident 201000874	Resident 2030364	Resident 4030275
Resident 4030328	Resident 2030377	Resident 2030147
Resident LB6289	Resident 3020762	Resident 205249
Resident 19421535	Resident 201000017	Resident 214
Resident 07564115	Resident LC3969	Resident 205273
Resident SB9066	Resident 2030136	Resident 205214
Resident 29651977	Resident GC2335	Resident 2020157
Resident 2020301	Resident 205137	Resident 2020158
Resident 3020555	Resident 3020800	Resident 4030210
Resident 19346916	Resident VC4798	Resident 2030319
Resident 237	Resident FC3185	Resident 205295
Resident DB3574	Resident 2040215	Resident 2020208
Resident 201001362	Resident 2040298	Resident 201001100
Resident 3030328	Resident 2040266	Resident 19346031
Resident 4030072	Resident 2030320	H2S Patient 2
Resident 44-3157	Resident 205262	Resident 4030195
Resident 2030108	Resident 205231	Resident 2030250
Resident 3020750	Resident 205232	Hospice Patient 12

Resident 42241206	Resident 205254	Resident 205146
Resident 205193	Resident AF0000	Resident 2059
Resident 2030186	Resident 205255	Resident 201001180
Resident 3020803	Resident 2020306	Resident 4030021
Resident 3020804	Resident 205290	Resident 2030211
Resident 205166	Resident 210	Resident 3020775
H2S Patient 3	Resident 205294	Resident 2040203
Resident 19365679	Resident 3030106	Resident 2030367
Resident 3020522	Resident 4030173	Resident 3020506
Resident 201001352	Resident 3020820	Resident 3020765
Resident 205278	Resident 2040297	Hospice Patient 5
Resident LE	Resident 201001361	Resident 172
Resident 201001327	Resident AG2389	Resident 2020312
Resident EE0159	Resident 3020534	Resident 3020611
Resident 182	Resident 3020799	Resident 73136436
Resident 205122	Resident 4030139	Resident 2040252
Resident 205121	Resident 4030138	Resident 2030311
Resident 4030049	Resident 2020313	Resident 2030267
Resident 4030050	Resident 3020627	Resident 201001311
Resident 3020740	Resident 201001344	Resident GH0482
Resident 3020625	Resident 2030206	Resident DH6154
Resident 3020644	Resident 201001246	Resident 205223
Resident 3020645	Resident 201001247	Resident 3020808
Resident 3020743	Resident 201000535	Resident 81
Resident 3030350	Resident 201000579	Resident 2030368
Resident 3020736	Resident 2020309	Resident 3030409
H2S Patient 4	Resident DG7140	Resident 4030241
Resident 2030028	Resident 205246	Resident 2040296
Resident 2030321	Resident 3020244	Resident 3020612
Resident 3020731	Resident 218	Resident 301
Resident 205168	Resident 3020702	Resident 2020314
Resident 0000MF	Resident 3020813	Resident 3020646
Resident 2030265	Hospice Patient 4	Resident 3030281
Resident 4030315	Resident 3020696	Resident 3020680
Resident 4030314	H2S Patient 5	Resident 2030150
Resident 2020217	Resident 2020179	Resident 3020447
Resident 201000618	Resident 2040291	Resident 205287
Hospice Patient 13	Resident 2030349	Resident 2020307
Resident 3030411	Resident 19232930	Resident 205293
Resident 2040237	Resident 2030306	Resident 2040246
Resident 2040236	Resident 205216	Resident 4304
Resident 205184	H2S Patient 6	Resident 3020407
Resident 2040277	Resident 3453	Resident 4030308
Resident 3020496	Resident 2050029	Resident 2020277
Resident 4030013	Resident 3020742	Resident 3020792
Resident 4030323	Resident 2030238	Resident 3020638

Resident BH3619	Resident 2020303	Resident BL5880
Resident 201000868	Resident 201000704	Resident 3020816
Resident 2020321	Resident 2020318	Resident ML
Resident 2030036	Resident 3020774	Resident BL7696
Resident 2030310	Resident 4030326	Resident 3030313
Resident 2050033	Resident 2030252	Resident 4030023
Resident 201001062	Resident 2030251	Resident DL3043
Resident 205248	Resident 225	Resident 15310
Resident 201000559	Resident RJ	Resident 55784577
Resident 3030366	Resident RJ0771	Resident 4030327
Resident 4030270	Resident 205276	Resident 2030346
Resident 3030303	Resident 2030256	Resident 201000207
Resident 205268	Resident 205263	Resident 2030345
Resident 2030287	Resident 3020807	Resident 4030182
Resident 3020712	Resident 2030358	Resident 2040201
Resident 3020711	Resident 2020261	Resident 2030307
Resident 3020493	Resident 2020295	H2S Patient 10
Resident 3030404	Resident 19456646	Resident 3020716
Resident 3030325	Resident WJ4439	Resident 205238
Resident 4030320	Resident 3020571	Resident 147
Resident 4030318	Resident 3020707	Resident 2040153
Resident 4030024	Resident 3020805	Resident 3020806
Resident 3020597	Resident 4030307	Resident 3020373
Resident 5220	Resident 2030355	Resident 2030249
Resident 196	Resident 205283	Resident 3020793
Resident 205267	Resident 2040218	Resident 2030360
Resident 2030224	Resident 4040	Resident 102
Resident 2020134	Hospice Patient 6	Resident 3020647
Resident 4030184	Resident 4030268	Resident 15281
Resident 2030223	Resident 3020199	H2S Patient 11
Resident 3020817	Resident 4030199	Resident 7781
Resident 3020068	Resident 3020758	Resident 2030359
H2S Patient 7	Resident 3020739	Resident 201001064
Resident 2030296	Resident 201000797	Resident 4030054
Resident 4030291	H2S Patient 8	Resident 2020302
Resident 4030285	H2S Patient 9	Resident 4030134
Resident JI	Resident AK7186	Resident 3020613
Resident 19324037	Resident 201001360	Resident 4030264
Resident 4030196	Resident 2030354	Resident 2030357
Resident AI6902	Resident 201001368	Resident 3020488
Resident 2030374	Resident 3020770	Resident 3020513
Resident 2040292	Resident 3020768	Resident 201001114
Resident 2030176	Resident 3020771	Resident 2030326
Resident 222	Resident 221	Resident 4030229
Resident 3020669	Resident 4030009	Resident 2030366
Resident 4030237	Resident 2020160	Resident GM

Resident 3020776	H2S Patient 12	Resident 3020759
Resident 15258	Resident 2030350	Resident 2030381
Resident 3020777	Resident 1837	Resident 179
Resident 4030215	Resident 2040139	New Resident 1
Resident GM8798	Resident 2040300	Resident 2040238
Resident 201001214	Resident 205124	Resident 19302820
Resident 41821937	Resident 3020553	Resident 3030246
Resident 3030394	Resident 4030144	Resident 4030300
Resident 201001357	Resident 2020315	Resident 2030235
Resident 234	Resident 201001251	Resident 4030043
Resident 201001351	Resident 2030375	Resident 2030327
Resident 4030330	Resident 3020539	Resident 2030328
Resident 2030331	Resident 3020538	Resident 19377549
Resident 2030332	Resident 3030312	Resident 4030263
Resident BM1751	Resident 4030334	Resident 3020798
Resident 2030342	Resident HN0000	Resident 19356062
Resident 2050048	Resident 4030059	Resident 205269
Resident 3020540	Resident 8771	Resident 201000250
Resident 2020236	Resident 2040038	Resident 2020299
Resident 15296	Resident 3020795	Resident 2020278
Resident 4030325	Resident 2030378	Resident 201001349
Resident 7219	Resident 201001061	Resident 4030136
Resident 3030344	Resident 201001195	Resident FR9668
Resident 93481934	Resident PO6892	Resident 3020730
Resident CM7433	Resident 205167	Resident 3020797
Resident 2030064	Resident KO5032	Resident 2030262
Resident 3100	Resident 201001366	Resident 2040145
Resident 2040178	Resident 2040263	Resident 201001345
Resident 205244	Resident 2030303	Resident 205264
Resident 4030128	Resident 2030280	Resident 4030014
Resident 4030235	Resident 2040213	Resident 2020054
Resident 2020324	Resident 2040152	Resident 3020622
Resident 4030296	Resident 3020514	Resident 2040211
Resident 2030370	H2S Patient 13	Resident 2030279
Resident MM4451	H2S Patient 14	Resident 2040221
Resident 3030412	H2S Patient 15	Resident 3020604
Resident 4030309	Resident 2040295	Resident 4030030
Resident 231	Resident 2040268	Resident PR0044
Resident 3030302	Resident 2030369	Resident 2050060
Resident 4030310	Resident 205175	Resident DR2604
Resident 3020789	Resident 201000984	Resident 2030376
Resident 205265	Resident 201000948	Resident 2030379
Resident 201001221	#REF!	Resident 2030380
Resident 3020788	Resident BP6309	Resident 2030271
Resident 201001140	Resident 2030362	Resident JR0022
Resident 201000528	Resident 2199	Resident 3973

Resident 2030275	Resident 3020691	Resident 2040294
Resident 2020320	Resident 3020690	Resident 2030098
Resident 2040199	Resident 201001347	Resident 2030373
Resident 2030191	Resident 3030288	Resident 19276262
Resident 2030190	Resident RS0000	Resident 19256262
Resident 2020296	Hospice Patient 8	Resident 2020241
Resident 3020809	Resident 2020254	Resident 3020229
Resident 215	Resident 201001365	Resident 2030158
Resident 2020073	Resident 2020323	Resident ST7791
Resident 3030413	Resident 3020812	Resident 205277
New Resident 2	Resident 3020811	Resident 201001273
Resident 201001278	Resident 2020325	Resident 4030303
Resident 2030344	Resident 2040303	Resident 4030302
H2S Patient 16	Resident 4030290	Resident 4030001
Resident 3020734	Resident 4030289	Resident 201001076
Resident MS3087	Resident 3020448	Resident 205218
Resident 3030383	Resident 205280	Resident JU1462
H2S Patient 17	Resident 3020744	Resident 4030295
Resident 201000728	Resident 4030031	Resident 4030294
Hospice Patient 11	Resident 4030032	Resident 201000867
Resident 4030115	Resident 98	Resident 3020635
Resident 4030200	Resident 2040258	Resident 4030259
Resident 4030008	Resident 2030091	H2S Patient 18
Resident 205	Resident 3020692	Resident 3383
Resident 19287808	Resident 4030033	Resident 2040279
Resident 4030248	Resident DS3269	Resident LV6306
Resident 3020780	Resident TS6395	Hospice Patient 9
Resident 3020781	Resident FS5718	Resident 2030274
Resident 205108	Resident 2030272	Resident 95257197
Resident 226	Resident 2020248	Resident 2030299
Resident 3030341	Hospice Patient 14	Resident 4030110
Resident 3030360	Resident 4030333	Resident 4030271
Resident BS	Resident 2030171	Resident 9568
Resident 195	Resident 166	Resident 4030316
Hospice Patient 7	Resident 3030392	Resident 4030317
Resident 2040208	Resident 3020810	Resident MW
Resident BS0226	Resident 4030301	Resident 2040186
Resident 205291	Resident 3030299	Resident 3030415
Resident 205292	Resident 378368331	Resident 3030378
Resident 2030384	Resident 205185	Resident 3030377
Resident 2030383	Resident 3030390	Resident MW8169
Resident 3020791	Resident 205186	Resident 2040286
Resident 205174	Hospice Patient 15	Resident 201001176
Resident 205275	Resident 3030389	Resident 19332471
Resident 3030384	Resident 2020316	Resident 3020579
Resident 3030342	Resident CT9080	Resident 3030338

Resident 4030152	Resident 3020753	Resident 50641940
Resident 201001359	Resident 3020718	Resident 37040122
Resident PW1640	Resident 15266	Resident 70651927
Hospice Patient 10	Resident 2040240	Resident 19248220
Resident 2040235	Resident 4030255	Resident 19532910
Resident 3020766	Resident 233	Resident 19559306
Resident 205152	Resident 232	Resident 58693213
Resident 201001353	Resident 3020760	Resident JB4568
Resident 201000681	Resident 117	Resident KC4117
Resident 201001363	New Resident 3	Resident LE1664
Resident 2020061	Resident 3020657	Resident Pf0162
Resident 2020270	Resident 2030365	Resident BH3771
Resident 3020782	Resident 4030332	Resident MH2767
Resident 4030278	Resident 205205	Resident JH4866
Resident 3020745	Resident 201001277	Resident MK9785
Resident 201000261	Resident 2020317	Resident VM2656
Resident 4030283	Resident 2020066	Resident AN
Resident 3020577	Resident 19248257	Resident WP2129
Resident 3020388	Resident 65412342	Resident RS3419
Resident 3020387	Resident 19448255	Resident WS0969
Resident 3030337	Resident 19422085	Resident RW
Resident 2030322	Resident 18418809	
Resident 2030323	Resident 19463538	
Resident 2020326	Resident 11208181	
Resident 4030306	Resident 19412508	
Resident 3020790	Resident 19386059	

EXHIBIT 3

Client Match List

Name	Relationship to Debtors
ADP, INC.	Contract counterparty
ARAMARK UNIFORM SERVICES, INC.	Unsecured creditor
AT&T CORP	Contract counterparty
HD SUPPLY FACILITIES MAINTENANCE, LTD	Unsecured creditor
SCHRYVER MEDICAL SALES AND MARKETING, LLC	Contract counterparty
TXU ENERGY	Contract counterparty
TXU ENERGY RETAIL COMPANY, LLC	Contract counterparty
UMB BANK, N.A.	Secured creditor
UNUM	Contract counterparty