

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

In re:

PACKABLE HOLDINGS, LLC F/K/A
ENTOURAGE COMMERCE, LLC, *et al.*,¹

Debtors.

) Chapter 11

) Case No. 22-_____ (____)

) (Joint Administration Requested)

**APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE
RETENTION AND APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC
AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE AS OF
THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (the “Debtors”) hereby apply (the “Application”), pursuant to section 156(c) of title 28 of the United States Code (the “Judicial Code”), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the “Claims Agent Protocol”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), appointing Epiq Corporate Restructuring, LLC (“Epiq”) as claims and noticing agent (the “Claims and Noticing Agent”) in the Debtors’ chapter 11 cases effective as of the Petition Date (as defined below). In support of the Application, the Debtors submit the *Declaration of Kate Mailloux in Support of Application of Debtors for Entry of Order (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief* (the “Mailloux Declaration”), attached hereto as **Exhibit B**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number include: Packable Holdings, LLC (6932); Greenpharm Ventures LLC (1513); Packable Media, LLC (6006); Pharmapacks, LLC (6676); Packable Ventures, LLC (1172); and Access Brands, LLC (8582). The location of the Debtors’ service address in these chapter 11 cases is 1985 Marcus Avenue, Suite 207, Lake Success, NY 11042.

and incorporated herein by reference. In further support of the Application, the Debtors respectfully represent:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief requested herein are sections 105(a) and 156(c) of title 11 of the United States Code (the “Bankruptcy Code”), Local Rule 2002-1(f), and the Claims Agent Protocol.

3. Pursuant to Local Rule 9013-1(f), the Debtors confirm their consent to the entry of a final order or judgment by the Court with respect to this Application if it is determined that this Court, absent consent of the parties, cannot enter a final order or judgment consistent with Article III of the United States Constitution.

GENERAL BACKGROUND

4. On the date hereof (the “Petition Date”), the Debtors commenced these chapter 11 cases by filing petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. To date, no creditors' committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in these Chapter 11 Cases.

6. Founded in 2010, Packable Holdings, LLC ("Holdings"), together with its affiliated debtors, debtors in possession, and affiliated non-debtors (collectively, "Packable"), is a privately-owned tech-enabled e-commerce company with headquarters in New York, New York. Packable operates as a third-party seller of health and beauty products on online marketplaces in North America.

7. As is further discussed in the *Declaration of Brian Teets in Support of the Chapter 11 Petitions and First Day Motions* (the "First Day Declaration")² filed concurrently herewith, the Debtors commenced these Chapter 11 Cases to effectuate an orderly winding down of the Debtors' operations and to liquidate their assets in a value maximizing manner for the benefit of their creditors.

8. A detailed description of the Debtors, including their business operations, their corporate and capital structure, the events leading to the commencement of the Chapter 11 Cases, and the facts and circumstances supporting this Application, are set forth in greater detail in the First Day Declaration and incorporated by reference herein.

RELIEF REQUESTED

9. The Debtors seek entry of the Proposed Order appointing Epiq to act as the claims and noticing agent in the Debtors' Chapter 11 Cases, to assume full responsibility for the distribution of notices, and the maintenance, processing and docketing of proofs of claim filed in

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

the Debtors' Chapter 11 Cases effective as of the Petition Date. The terms of Epiq's proposed retention are set forth in that certain Standard Services Agreement between Epiq and the Debtors, dated as of August 1, 2022 (the "Engagement Agreement"),³ a copy of which is attached hereto as **Exhibit C**. Notwithstanding the terms of the Engagement Agreement, the Debtors are seeking to retain Epiq solely on the terms set forth in this Application and the Proposed Order.

10. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 2000 entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors' estates and their creditors.

11. By separate application, the Debtors may seek authorization to retain and employ Epiq as administrative advisor in these Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these Chapter 11 Cases may require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

EPIQ'S QUALIFICATIONS AND NEED FOR EPIQ'S SERVICES

12. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in

³ Epiq has agreed to provide claims and noticing services to the Debtors at the rates stated on the pricing schedule attached to the Engagement Agreement. Epiq may provide such services at the same rates to counsel for any official committee appointed in these Chapter 11 Cases, and any other party in interest upon request.

numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.⁴

13. The appointment of Epiq as the Claims and Noticing Agent in these Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these Chapter 11 Cases, and relieve the Office of the Clerk of the Bankruptcy Court (the “Clerk”) of the administrative burden of processing what may be an overwhelming number of claims. The Debtors believe that the appointment of Epiq as the Claims and Noticing Agent will thus serve to maximize the value of the Debtors’ estates for all stakeholders.

SCOPE OF SERVICES PROVIDED

14. This Application pertains only to the work to be performed by Epiq under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Engagement Letter but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Application or by any order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as the Claims and Noticing

⁴ See, e.g., *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun 10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

Agent, as well as all quality control relating thereto (collectively, the “Claims and Noticing Services”), to the extent requested by the Debtors:

- (a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) If applicable, maintain an official copy of the Debtors’ schedules of assets and liabilities and statement of financial affairs (collectively, the “Schedules”), listing the Debtors’ known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists 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 the filing of proofs of claim and a form for the filing of a proof of claim;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;

- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtors (the “Claims Register”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq’s offices, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s request);
- (o) Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (r) Assist the Debtors in complying with any orders entered by the Court with respect to the confidentiality of resident information;
- (s) Monitor the Court’s docket in these Chapter 11 Cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;

- (t) If these Chapter 11 Cases are converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the case;
- (u) Thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (v) Within seven (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 Register as of the date immediately before the close of the Chapter 11 Cases; and
- (w) At the close of these Chapter 11 Cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154-1096 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

15. The claims registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

PROFESSIONAL COMPENSATION

16. The Debtors are proposing to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Engagement Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

17. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the U.S. Trustee, counsel for the Debtors,

counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

18. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000.00. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00 and, thereafter, to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

19. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed 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 these Chapter 11 Cases.

EPIQ'S DISINTERESTEDNESS

20. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application at this time, Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq has represented that it neither

holds nor represents any interest materially adverse to the Debtors' estate in connection with any matter on which it would be employed.

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

- (a) Epiq is not a creditor 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 these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these 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 these 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 these 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's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's office.

22. In view of the foregoing, the Debtors believe that Epiq is a “disinterested person” within the meaning of Bankruptcy Code section 101(14).

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

COMPLIANCE WITH CLAIMS AGENT PROTOCOL

24. This Application complies with the Claims Agent Protocol and substantially conforms to the standard Application in use in this Court. In accordance with the Claims Agent Protocol, prior to the selection of Epiq as the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from four court-approved Claims and Noticing Agents, including Epiq, to ensure selection through a competitive process. The Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq’s rates, as set forth in the Engagement Letter, are competitive and reasonable given its quality of services and expertise.

25. Based on the foregoing, the Debtors submit that they have satisfied the requirements of 28 U.S.C. § 156(c), the Local Rules and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of the Proposed Order pursuant to 28 U.S.C. § 156(c), Local Rule 2002-1(f) and the Claims Agent Protocol authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date.

BASIS FOR RELIEF REQUESTED

26. This Application is made pursuant to Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Claims Agent Protocol for an Order appointing Epiq as the Claims and Noticing Agent in order to assume full

responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these Chapter 11 Cases.

27. Judicial Code section 156, in relevant part, provides:

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.

28 U.S.C. § 156(c).

28. Bankruptcy Code section 105, in relevant part, provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

29. Local Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

30. In accordance with the Claims Agent Protocol, prior to the selection of Epiq, the Debtors reviewed and compared engagement proposals from two other court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable

given its quality of services and expertise. The terms of Epiq's retention are set forth in the Engagement Agreement; provided, however, that by this Application the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the Proposed Order attached hereto as **Exhibit A**.

31. In view of the number of anticipated claimants and the complexity of the Debtors' business, the Debtors submit that the appointment of Epiq as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates, creditors and other parties in interest because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

RELIEF AS OF PETITION DATE IS APPROPRIATE

32. In accordance with the Debtors' request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in this Application, because Epiq has provided and continues to provide valuable services to the Debtors' estate during the interim period.

33. Accordingly, the Debtors respectfully requests entry of the Proposed Order authorizing the Debtor to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

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

34. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NOTICE

35. The Debtors have provided notice of this Application to the following parties or their respective counsel: (a) the office of the U.S. Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the ABL Agent, Julia Frost-Davies and Marc R. Leduc, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, MA 02110-1726 (Julia.Frost-Davies@morganlewis.com and marc.leduc@morganlewis.com) and Mark D. Collins and Zachary I. Shapiro, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE, 19801 (collins@RLF.com and shapiro@RLF.com); (d) the office of the attorneys general for the states in which the Debtors operate; (e) the United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Application is seeking "first day" relief, within two business days of the hearing on this Application, the Debtors will serve copies of this Application and any order entered in respect to this Application as required by Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

36. No previous request for the relief sought herein has been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

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Dated: August 28, 2022
Wilmington, Delaware

Respectfully submitted,

/s/ Christopher M. Samis

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*Proposed Counsel for Debtors and Debtors in
Possession*

EXHIBIT A

Proposed Order

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

In re:

PACKABLE HOLDINGS, LLC F/K/A
ENTOURAGE COMMERCE, LLC, *et al.*,¹

Debtors.

) Chapter 11

) Case No. 22-_____ (____)

) (Joint Administration Requested)

) Re: Docket No. ____

**ORDER (I) APPROVING THE RETENTION OF EPIQ CORPORATE
RESTRUCTURING, LLC AS THE CLAIMS AND NOTICING AGENT TO THE
DEBTORS, EFFECTIVE AS OF THE PETITION DATE,
AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) approving the retention and appointment of Epiq Corporate Restructuring, LLC (“Epiq”) as the Claims and Noticing Agent for the Debtors in the Chapter 11 Cases, effective as of the Petition Date, under 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ cases, (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Application, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and upon the Mailloux Declaration; and the Court being authorized

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number include: Packable Holdings, LLC (6932); Greenpharm Ventures LLC (1513); Packable Media, LLC (6006); Pharmapacks, LLC (6676); Packable Ventures, LLC (1172); and Access Brands, LLC (8582). The location of the Debtors’ service address in these chapter 11 cases is 1985 Marcus Avenue, Suite 207, Lake Success, NY 11402.

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

under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that Epiq has the capability and experience to provide such services and that Epiq does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and this Court having jurisdiction over this matter pursuant to Judicial Code sections 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. §157(b)(2), and that the Debtors consent to the entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to Judicial Code sections 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED as set forth herein.

2. Notwithstanding the terms of the Engagement Agreement attached as **Exhibit C** to the Application, the Application is approved solely as set forth in this Order and solely with respect to the “Claims Management” and “Noticing” services set forth in the Services Schedule attached to the Engagement Agreement.

3. The Debtors are authorized to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date, under the terms of the Engagement Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and all related tasks, all as described in the Application (the “Claims and Noticing Services”).

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 the Chapter 11 Cases and is authorized and directed to maintain the claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

6. Epiq is authorized to take such other actions as required to comply with the specific duties set forth in paragraph 14 of the Application which have been authorized pursuant to this Order.

7. Epiq shall 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).

8. Without further order of this Court, the Debtors are authorized to compensate Epiq for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement

upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices via electronic mail on the Debtors, counsel for the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee and any party in interest that specifically requests service of the monthly invoices.

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

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

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00, and thereafter, Epiq may hold its retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of Epiq's final invoice for services rendered and expenses incurred under the Engagement Agreement.

13. The Debtors shall indemnify Epiq and each other Indemnified Person, as that term is defined in the Engagement Agreement (collectively, the "Indemnified Persons") under the terms of the Engagement Agreement, subject to the following modifications:

- a. The Indemnified Persons shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for

services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Indemnified Persons, or provide contribution or reimbursement to Indemnified Persons, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Indemnified Person's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Indemnified Person's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If, before the earlier of (i) 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 (ii) the entry of an order closing this chapter 11 case, an Indemnified Person 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 Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Person or Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Person for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary, Section 8 of the Engagement Agreement regarding limitation of liability shall be given no effect during the Chapter 11 Cases.

15. Referencing paragraph 3.2 of the Engagement Agreement, any increases to the prices and rates contained in the Pricing Schedule shall be filed with the Court within five (5) business days of their effectiveness. Additionally, any prior notice regarding such annual increases

exceeding 10% (described in paragraph 3.2 of the Engagement Agreement) shall be filed with the Court within five (5) business days of the notice being sent to the Debtors.

16. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel,

17. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order during the pendency of the Chapter 11 Cases.

18. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

19. Epiq shall not cease providing Claims and Noticing Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

20. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

21. The Debtors and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order.

22. After entry of an order terminating Epiq's services as the Claims and Noticing Agent, upon the closing of the Chapter 11 Cases, or for any other reason, Epiq shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

23. In the event that any of the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to the case or cases shall be under no obligation to continue to retain Epiq for any purpose.

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

25. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

26. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

EXHIBIT B

Mailloux Declaration

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

(Joint Administration Requested)

**DECLARATION OF KATE MAILLOUX IN SUPPORT OF APPLICATION OF
DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS THE CLAIMS
AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE AS OF THE PETITION
DATE, AND (II) GRANTING RELATED RELIEF**

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

1. I am a Consulting Director with Epiq Corporate Restructuring, LLC (“Epiq”), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration (this “Declaration”) in support of the *Application of the Debtors for Entry of Order (I) Appointing the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Packable Holdings, LLC (6932); Greenpharm Ventures LLC (1513); Packable Media, LLC (6006); Pharmapacks, LLC (6676); Packable Ventures, LLC (1172); and Access Brands, LLC (8582). The location of the Debtors' service address in these chapter 11 cases is 1985 Marcus Avenue, Suite 207, Lake Success, NY 11042.

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

administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including the following recent cases filed in this District: *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun 10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the services specified in the Application and the Engagement Agreement. In addition, at the Debtors’ request, Epiq will perform such other claims and noticing services specified in the Application.

For the avoidance of doubt, pursuant to the Engagement Agreement, Epiq will perform the Claims and Noticing Services for the Debtors in these Chapter 11 Cases.

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these Chapter 11 Cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month which includes a detailed listing of services and expenses. Epiq has received a \$25,000.00 retainer from the Debtors and will first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00 and, thereafter, to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

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

- (a) Epiq is not a creditor 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 these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these 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 these 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 these 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's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's office.

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the "Potential Parties in Interest") in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within the past three years, these parties have been identified on a list annexed hereto as **Schedule 2** (the "Client Match List"). However, given Epiq's neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Debtors and these chapter 11 cases.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware or are equity security holders of the Debtors.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, its 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 claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

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

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

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

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“Parent Board Designees”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “Barrier”): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to 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 Epiq’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).

13. 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 OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the potential parties in interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Chapter 11 Cases. Epiq has represented, and will continue to represent, clients in matters unrelated to these Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this Chapter 11 Cases.

15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, this Chapter 11 Cases. If Epiq's proposed retention is approved by this Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estate with respect to any matter upon which Epiq is to be engaged.

17. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and Epiq will comply with them, subject to the Orders of this Court.³

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³ Epiq shall exclude the Chapter 11 Cases from any file sharing arrangement with any third party.

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

Dated: August 28, 2022
New York, New York

/s/ *Kate Mailloux*

Kate Mailloux
Senior Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Potential Parties in Interest

Debtor Affiliates

Packable Holdings, LLC
Greenpharm Ventures LLC
Packable Media, LLC
Packable Ventures, LLC
Access Brands, LLC
Pharmapacks, LLC

Former Names of Debtors

Prior names of Packable Holdings, LLC:
Entourage Commerce, LLC

Prior names of Packable Media, LLC:

1516 Media Group, LLC

Prior names of Pharmapacks, LLC:

Packable

Prior name of Packable Ventures, LLC:

Pharmapacks Brand Holdings, LLC

Bankruptcy Judges for the District of Delaware & Staff

Chief Judge Laurie Selber Silverstein

Cacia Batts

Judge Brendan L. Shannon

Jill Walker

Judge Craig T. Goldblatt

Demitra Yeager

Judge J. Kate Stickles

Paula Subda

Judge John T. Dorsey

Laura Haney

Judge Karen B. Owens

Claire Brady

Judge Mary F. Walrath

Catherine Farrell

Judge Ashley M. Chan

Joan Ranieri

United States Trustees for District Three and Staff

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Edith A. Serrano

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Holly Dice

James R. O'Malley

Jane Leamy

Jill Walker

Joseph Cudia

Joseph McMahon

Juliet Sarkessian

Karen Starr

Laura Haney

Lauren Attix

Laurie Capp

Linda Casey

Linda Richenderfer

Lora Johnson

Marquetta Lopez

Michael Panacio

Nicki Barksdale

Nyanquoi Jones

Robert Cavello

Paula Subda

Rosa Sierra

Rachel Bello

Shakima L. Dortch

Ramona Harris

T. Patrick Tinker

Richard Schepacarter

Other

Morgan, Lewis & Bockius LLP	Andrew Vagenas
Alvarez & Marsal LLC	Arjun Purkayastha
Cooley LLP	Ash Mehra
Epiq Global	Brad Tramunti
Greenhill & Co.	Carrie Williams
Potter Anderson & Corroon LLP	Chris Pfeiffer
62 Castle Ridge LLC	Daniel Bennett
AJZ Windmill	Glenn Nussdorf
Altaheide	Ian Cohen
Bank of America	James Mastronardi
Carlyle (Pacer Corp. Blocker)	Jay Sammons
Carlyle (Pacer Holdings)	Karen (Sunny) Nastase
Carlyle (Pacer L.P. Blocker)	Leanna Bautista
CVI Investment Management	Maria Harris
Gioia Ventures	Neal Goldman
Glenn M Creamer	Scott Emerson
Gribovo Holdings	Yue Bonnet
Heights Capital Management	ACE American Insurance Company
JFMW Capital	Admiral Indemnity Company
Jonathan Webb	Allianz Global
JPMorgan Chase Bank	Aon Insurance Company
Lombrd Odier	Aspen American Insurance Company
Luxor Capital	AXIS
McKesson Ventures	Chubb Limited Insurance
MGG Investment Group LP	Citizens Insurance Company of America
Morningside	Coalition
Quality King	Continental Casualty Company
Reckitt Benckiser Group PLC	Everest National
Scott Emerson	Federal Insurance Company
Shanklin Corporation	Hanover Insurance Company
TAB 710 Holdings	HUB International Insurance Company
The Poses Family Foundation	Illinois Union Insurance Company
Access Brands, LLC	1516 Media Group, LLC
Greenpharm Ventures LLC	CASA Home, LLC
Packable Holdings, LLC	Little Yawn Collective, LLC
Packable Media, LLC	Pacific Shaving Company
Packable Ventures, LLC	Pharmapacks Brand Holdings, LLC)
Pharmapacks, LLC (dba Packable)	Theraplex, LLC
Adam Berkowitz	1516 MP, LLC
Adam Rodgers	80 Wilshire Blvd., LLP
Andreas Schulmeyer	BDG 1516 MP, LLC
	CH/BDG Harvill, LLC
	CK-HP 1985 Marcus Avenue LLC

Edgewater Industrial Park, LLC	Oklahoma Tax Commission
Feiga Holly Hall/1985 Marcus Avenue LLC	Oregon Department of Revenue
Quality King Distributors, Inc.	South Carolina Dept of Revenue
Urban Engineers of New York D.P.C. FKA Ubran	South Dakota Dept of Revenue
Engineers of New York P.C.	State of Alabama Department of Revenue
4X Commerce, LLC dba MyFBAPrep	State of Florida Dept Of Revenue
Raymond Handling Solutions Inc.	State of Georgia Department of Revenue
FreshGogo, Inc.	State of New Jersey Division of Taxation
MGG Investment Group LP	State of Tennessee Department of Revenue
Shopify	Texas Comptroller of Public Accounts
Walmart	United States Department of Treasury
Alaska Department of Revenue Tax Division	Utah State Tax Commission
Arizona Department of Revenue	Virginia Department of Taxation
Arkansas Department of Finance and	Washington Dept of Rev
Administration	West Virginia State Tax Department
California Dept of Tax	Wisconsin Department of Revenue
City of Philadelphia	Cablevision Lightpath Inc
Colorado Department of Revenue	Crown Castle Fiber LLC
Commonwealth of Kentucky Department of	Eastern Municipal Water District
Revenue	National Grid
Commonwealth of Massachusetts Department of	National Waste Services, LLC
Revenue	PSEG Long Island
Commonwealth of Pennsylvania	Rivers Environmental LLC (fka Planet Waste
Comptroller of Maryland	Services Inc.)
Connecticut Department of Revenue Services	Southern California Edison
DC Office of Tax & Revenue	Spectrum
Delaware Division of Revenue	Suffolk County Water Authority
Hawaii Department of Taxation	Verizon Wireless
Idaho State Tax Commission	Voyant Communications
Illinois Department of Revenue	1985 Marcus Re LLC / CBRE, Inc
Indiana Department of Revenue	1Worldsync, Inc.
Iowa Department of Revenue	2060 9Th Avenue, LLC
Kansas Department of Revenue	3 Bridge Solutions LLC
Maine Revenue Services	3M Company
Michigan Department of Treasury	4Imprint
Minnesota Department of Revenue	4X Commerce LLC (My Fba Prep)
Nebraska Department of Revenue	5E Consulting, LLC
Nevada Dept of Revenue	80 Wilshire Blvd., LLP
New York State Department of Taxation And	A Sense Of Home
Finance	Abdul Wahab
North Carolina Department of Revenue	Abel Womack Inc
North Dakota office of State Tax Commissioner	ABF Freight System Inc
Ohio Department of Taxation	ABM Industry Groups LLC

Actionpak Inc.	Attentive Mobile Inc.
Active Nutrition (Natures Bounty)	Authorize.Net / Card Connect
Adecco USA Inc	Automated Packaging
Adobe	B&H Photo
ADP LLC	B.F. Ascher & Company, Inc.
Advanced Career Technology	Backblaze
Advertape Inc.	Baker Tilly Virchow Krause LLP
Aflac	Barcodestalk
AG Fencing Inc.	Bausch Health Us, LLC (Vpna)
Alaska Department Of Revenue	Bayer Healthcare LLC
Alicia Noemy Ulloa Tacuri	BC Group Holdings, Inc
All Types Building Maintenance Inc.	Bdg 1516 Mp LLC & 1516 Mp LLC
Amazon Marketplace	Beekeeper's Naturals Inc.
Amazon Web Services	Bell Container Corp
American Express	Benchmark Digital Partners, LLC
American International Services LLC	Berlin Packaging
American Pallet Recycling LLC	Best Buy
Amerisourcebergen Drug Corp. (H.D.Smith)	Best-Temp Mechanical Corp.
Amity Vacuum Inc.	Betterworks Systems, Inc.
Amshop LLC	Beyond Technologies Consulting USA
Amzalert.com	Bi-Lo Distributors Ltd
Anastasia Pantelias	Biteable
Anthemeap	Blackhawk Data LLC
Antipodes New Zealand Limited	Bleach Products Ltd.
Antonia Paruolo	Blue Label Packaging Company
Aon Risk Services Northeast, Inc.	Bluebird Botanicals
APR Executive Search Inc	BMS Tenant Services
Archive Technologies Inc	BOFA Securities, Inc.
ARF Food Corp (Mannino's Bagel Bakery)	Boiron Inc
Arista Coffee Inc (For Five)	Braingear, Inc.
Arizona Department Of Revenue	Braintree Payment Solutions Op
Arjay Company	Brann & Isaacson
Arkansas Department of Finance and Administration	Brecham Group, LLC
Asana Inc.	Brian E. Brown CPA, LLC
Ascential Inc.	Build.com
Ascentium Capital LLC	Bunny Studio
Asgn Incorporated (Creative Circle, LLC)	Bynder LLC
Ash Mehra	C.S.T. Co
ASUC / Machine Learning At Berkeley	Cablevision Lightpath Inc
Atlantic Consultants LLC	California Dept Of Tax
Atlantic Corporation	California Franchise Tax Board
Atlassian	Canva
	Capital One Bank USA

Carbonklean LLC	Corporate Coffee Systems, LLC
CCA Financial LLC	Corporation Service Company
Central Life Sciences (Central Garden & Pet)	Cosmopolitan Cosmetics Inc
Central Pet Home Essentials (Central Garden & Pet)	Council Of Supply Chain Management Professionals (CSCMP)
Century Carriers, Inc.	Country Carpet Distributors, Inc.
Centurylink	Craigslist
CFGH Holdings, LLC	Crashplan For Small Business
Channeladvisor	Crosspeak Solutions, LLC
Charanpahariapp	Crown Castle Fiber LLC
Charlotte's Web, Inc.	Crown Equipment Corp
Checkmate Media Inc.	Cru Kafe Limited
Chelsey Alexander	Cubicles.com
Chief Graphix	Daniel Bennett
Christopher Cherwa	Daniel Myers
Christopher Pfeiffer	Danielle Molto
Chubb Insurance	Darktrace Limited
Church & Dwight Co. Inc.	Data Sales Co., Inc.
Cintas	Datahawk Technologies Sas
Citibank	Datasite LLC (Merrill Communications)
City Catering Events, Inc.	Davis & Gilbert LLP
Clearway Towing & Transport Corp.	DC - Office Of The Chief Financial
Clicksend.com Recharge	De Lage Landen Financial
CNA Insurance	Deloitte & Touche LLP
Coast 2 Coast Plumbing, Inc	Department Of Labor & Industries
Cogent Communications, Inc.	Developer Express Inc
Colorado Department Of Revenue	DHL Ecommerce
Combe Incorporated	Dicentral Corporation
Commission Junction	Digital Movers LLC
Commonwealth Of Kentucky Department Of Revenue	Discount Office Services
Commonwealth Of Massachusetts Department Of Revenue	DLA Piper LLP (US)
Commonwealth Of Pennsylvania	Docks & Doors, Inc.
Compass Supply Chain Solutions LLC	Docusign
Compensia Inc	Doris Dev LLC
Compintelligence Inc.	Duo
Completely Bare	Duplitron
Compostic Limited	E Mid Enterprises Pty Ltd
Comptroller of Maryland	Eas Consulting Group LLC
Connection Business Solution	Eastern Municipal Water District
Container & Packaging Supply, Inc.	Ebay Inc.
Cornerstone Landcare Inc	Eben Anane
	Edgewater Industrial Park
	Edgewell

Electronix Systems C.S.A. Inc.	Google Gsuite Stockngo
Emblemhealth	Gr0.com
Emerson Healthcare LLC	Grace Mazza
Endicia	Grainger
Enlivity Corporation (Healios)	GS1 Us
Epam Systems, Inc.	GSK Consumer Healthcare Services Inc.
Equitable Financial Life Insurance Company	GSN Trucking
Erica Mackenzie	Hal Poret LLC
Esquire Bank	Halley Morrissey & Company LLC
Ethique Limited	Hamacher Resource Group
Even Prime, Inc.	Hanmi Bank
Event Kings	Happy Head Group LLC
Everfi, Inc.	Hartford Life And Accident Insurance Company
Express Air Freight Unltd, Inc.	Harvard Business Review
Fabric Health LLC	Harvard Club Of New York
Fabric LLC	Hawaii Department Of Taxation
Facebook, Inc.	HBW Commerce
Factiva, Inc (A Dow Jones Company)	Headspace
Farmstead Apothecary Inc	Here We Flo Ltd
Fastspring (Techsmith)	Hewlett-Packard Financial Services Company
Fedex	Hiltzik Strategies, LLC
Feedbackfive	HMRC Birmingham Stamp Office
Fireeye, Inc.	Horizon Beauty Group
First Choice Sales & Marketing Group	Horowitz Plumbing And Heating, Inc.
First Quality Products, Inc.	Hotjar
Firstmovr	Hub International (The B&G Group)
Foster Thomas	Human After All Ltd
Four Paws (Central Garden & Pet)	Hunton Andrews Kurth
Fox Rothschild LLC	Hyped Holdings LLC
Frankel & Frankel Inc	ID Zone
Full Source LLC	Ikea
Fusion75 LLC	Illinois Department Of Revenue
Garic, Inc.	Indeed
Gartner Inc.	Indiana Department Of Revenue
General	Inflection Risk Solutions (Good Hire)
General Underground Fire Protection	Infosys BPM Limited
Gifts & Entertainment (General)	Infosys Limited
Global Industrial	Innovative Science Solutions, Inc.
Godaddy.com	Insider Intelligence
Gold Medal, Inc. (Run Gum)	International Flavors & Fragrances, Inc.
Goodwipes	Intuit Investigative Resources Inc
Google Ads	Iowa Department Of Revenue
Google Gsuite Pharmapacks	Jacavi Beauty LLC

Jackson Lewis
 Jalak Gadda
 Jarchem Industries, Inc
 JCS Beauty Holdings, LLC
 Jessica Hancock
 Jetbrains Americas Inc
 Jetson Health LLC
 John Kahn
 John Moorhead
 John Paul Electric, Inc.
 Johnson & Johnson Consumer Inc
 Johnson Controls Security Solutions
 Jonathan Webb
 Joseph Deruvo
 Kansas Department Of Revenue
 Kansas Secretary Of State
 Karen Nastase
 KBHS LLC
 Kehe
 Kepler Group LLC
 Kevin Purdy
 Kforce Inc
 KG Power Systems
 Kinley & Associates, LLC
 Kinray Inc.
 Klaviyo Inc.
 Knowbe4 Inc.
 Kolmar Laboratories Inc
 Korber Supply Chain Us, Inc. (Highjump)
 Korn Ferry (US)
 Kovai Limited
 L&R Distributors Inc
 Law Offices Of Susan Fortino-Brown, LLC
 Lawrence Frankel
 Lazer, Aptheker, Rosella & Yedid, P.
 Leasequery, LLC
 Lenovo
 Leo Rojas
 Life Boost Inc. (Tespo)
 Lifecykel Labs Pty Ltd
 Linkedin Corporation
 Lisa Shanks Consulting
 LL Bean

Lloyd Staffing, Inc.
 LLPC Inc
 Logz.io
 Loreal Active Cosmetics
 Loreal Consumer Products Division
 Lornamead
 Luna Pharmaceuticals (Premama)
 Lunar Solar Group LLC
 Maesa Holdings Inc. (Kristin Ess)
 Maine Revenue Services
 Manna Pro (Compana)
 Mantis Ad Network
 Marc Anthony Cosmetics Ltd (Mav Beauty Brands)
 Marcela Kanalos
 Marksmen Inc.
 Mastercard
 Maty's Healthy Products (Stem & Root)
 Mcginley Adhesive Inc.
 Mckesson Medical
 Mead Johnson & Company LLC
 Medcor Triage
 Medline Industries, Inc.
 Medtech Products, Inc. (Prestige)
 Melanie Treeson
 Mellanox Store
 Meta Platforms Inc
 Michael A. Pietrangelo
 Michigan Department Of Treasury
 Micro Center
 Microsoft
 Mijac Alarm
 Mill Brook Fire Protection Corp
 Minnesota Department Of Revenue
 Mintz Levin Cohn Ferris Glovsky & Popeo Pc
 MJS Packaging
 MMS USA Investments, Inc. (Commission Junction)
 Monarca Maintenance Corp
 Mondo (Addison Group)
 Montclair Kimberley Academy
 Moonglow Inc (Rosebud Women)
 Morgan, Lewis & Bockius LLP

Moses Ventures LLC	Paypal
Motion Recruitment Partners LLC	Payscale, Inc
MTBC Ltd (TBC Enterprises)	Penske Truck Leasing Co
MTS Power Systems Inc	Perfume Worldwide Inc
Multi Packaging Solutions Inc. (Westrock)	Perpetua Labs, Inc.
Mycommerce.com	Peter Xie
Name-Cheap.com	Pinterest Ads
National Grid	Pitney Bowes Inc
National Waste Services, LLC	Pivotal Talent Search, LLC
Natures Answer	Planet Waste Services Inc.
Navex Global Inc	Plate IQ
Nebraska Department Of Revenue	Poplar Corridor Investments, LLC
Nec Financial Services, LLC	Potter Anderson & Corroon LLP
Nevada Dept Of Revenue	Power Digital Marketing, Inc
New York State Department Of Taxation And Finance	Powerful Foods LLC
Newegg Inc	Powerreviews, Inc.
Nielsen Associates	Premier Commercial Re LLC
Nimble Gravity LLC	Presence Marketing LLC
Nina Shapiro (Nina Jay Consulting)	Present Life Corp (Healist)
Nordson Corporation	President Container Group Ii, LLC
North Carolina Department Of Revenue	Presidio Networked Solutions Group,
North Dakota Office Of State Tax Commissioner	Pride Products Corporation
Northeastern Customs Brokerage Co., Inc	Prime Packaging Corp
Novex Supply Chain LLC	Professional Fire Service
Nutricare USA LLC (Patch)	Profoot Inc.
Ohio Department Of Taxation	Prokarma, Inc.
O'Melveny & Myers LLP	Promevo
Onetrust LLC	Pro's Choice Beauty Care
Opentip.com	Proto-Machine, Inc.
Optimum	PSEGLI
Optricity Corporation	Pulleez International Inc.
Order A Plumber Inc.	Pure Source LLC
Ormsby Park LLC	Q River Limited (Mum & You)
Overstock.com	Q Source
Pacvue Corporation	Qingdao Kingking Applied Chemistry Co.,Ltd
Pajama Program Inc.	Quality Fragrance
Parfums Parfait LLC	Quality King Distributors
Park-Line The Striping Co., Inc.	Quantronix, Inc (Cubiscan)
Patafoods Inc. (Amara)	Quest Research & Investigations
Patrick Fierro	Rackspace
Patterson Intellectual Property Law	Randstad Us, LLC
Paul Shatto	Raymond Handling Solutions Inc
	Raymond Leasing Corp

RB Health(US) LLC	Sheralven Enterprises Ltd
RB Hyho	Shi International Corp.
Recess Life Co	Shopify
Reel Life Cinema (Outside The Box)	Shorr Packaging Corp
Regina Morrison Newman Shelby County Trustee	Showfields Ny 1 LLC
Registrar Corp	Sifted LLC (Veriship)
Rem3Dy Health Invest. (Sanno)	Signature Brands LLC
Remote Team Wellness LLC	Signifyd, Inc.
Renpure LLC (Mav Beauty Brands)	Sinol USA, Inc
Rentokil North Amercia, Inc. (Ambius)	Skoog Productions LLC
Revlon Consumer Products Corporation	SKS Bottle & Packaging
RGIS, LLC	Sky Organics, LLC
Ricardo Montero	Slg Brands Ltd (Johnny'S Chop Shop)
Right Management Inc	Smart Source LLC
Rishu Thukral	Smartsign
Riverbend Consulting	Smtp2Go
Rivers Environmental, LLC	Society For Human Resources
Ruby Love (Panty Prop)	Sonarsource
Rujan Ahmed	Sophia Levas
Russell Reynolds Associates	South Carolina Dept Of Revenue
Ryan Overs	Spectrum
S & J Landscape & Construction Inc.	Sprout Social, Inc.
S.C. Johnson & Son, Inc.	SRS Acquiom Holdings LLC
Safetyshred Corp	SSI School Specialty
Sage Intacct Inc	Staples
Sagely Naturals	Staples Contract & Commercial LLC
Sally Fang	State Of Alabama Department Of Revenue
Sap America, Inc.	State Of Florida Department Of Revenue
Sarah Kwoh	State Of Georgia Department Of Revenue
Sard Verbinnen & Co., LLC	State Of New Jersey Division Of Taxation
Sc Johnson And Son Inc	State Of Tennessee Department Of Revenue
Scrub Daddy Inc.	Stephanie Lee
Sealed Air Corporation	Stephanie Sun
Sealed Air Corporation (US) (Automated Packaging)	Stormsource, LLC
Section4.com	Strategic Employment Ny, LLC
Sel Beauty Inc	Stratus Security Inc.
Semrush.com	Streamtech Engineering LLC
Sent-Well LLC	Subrosa Digital
Seraphim Security Inc	Suburban Pest Management, LLC
Server Supply.com Inc	Suffolk County Police Dept Alarm Ma
Shanklin Corporation	Suffolk County Water Authority
Shark Retail, LLC	Summit Leadership Partners, LLC
	Sunbelt Rentals Inc

Sunstar Americas Inc. (Gum Brand)	Twilio Sendgrid
Supply Chain Mentors	Twitter Inc
Supplyone Long Island	Txx Services Inc.
Suzanne Taiani	Uline, Inc.
Svasthya Body & Mind Wellness	Ultra Clean Flooring & Restoration
Swag.com	Ultra/Standard Dist
Swoon Brands, LLC	Underexposed - Studio K
Tableau Software, Inc.	Unidays Inc
Talay Trailer Sales & Rentals Inc.	Unilever
TASC	United Healthcare
Tech. Finance Co., LLC	United Parcel Service
Techgc Holdings, Inc.	United States Postal Service
Tennant Sales & Service Company	United States Treasury
Texas Comptroller Of Public Accounts	Upcitemdb.com
The B&G Group	Ups Freight
The Benchmark Company LLC	Ups Mail Innovations
The Guardian Life Insurance Co Of America	Upspring
The Hanover Insurance Group, Inc.	Urban Engineers
The Hello Cup Company Limited	Urlgenius
The Home Depot	US Bank National Association
The Jojoba Company	USA Mobile Drug Testing Of Long Island
The Law Offices Of Stacy J Grossman	Valley National Bank
The Others Beauty Co. Ltd (Stories & Ink)	Verizon
The Pause Group, Inc	Vicente Sederberg LLP
The Strategist @ Ny Mag	Vinale Management & Consultants, In
The Ups Store	Viral Nation Inc
The Vaya Group, Inc.	Virginia Department Of Taxation
The Yale Club Of New York	Virtual Graffiti Inc.
Thinkhire	Voyant
Third Eye Creative, LLC	Wageworks
Thomson Reuters	Wah-De Dennis
Thornel Associates, Inc.	War Paint For Men Inc.
Tigi Linea Corp.	Warehouse Solutions Inc.
Tiktok	Washington Dept Of Revenue
Tinuiti Inc.	Waterlogic USA, Inc.
Top Lock Locksmiths And Security	WB Mason Co., Inc.
Top Tree Agency	Weight Loss Image & Lifestyle (Headache Hat)
Tradeswell Inc.	Westmount Solutions
Transwestern Commercial Services, LLC	Whittard Of Chelsea
Travel (General)	Whoa! Dough
Tri Point Packaging LLC	Wilderdog LLC
Tristar Construction Corp	Windmill Health Products (Kiss My Face)
True Commerce	Wisconsin Department Of Revenue

Wondersauce
Wonolo Inc.
Workreduce Inc
Wotnot Naturals
Wunderland Group LLC
WWD.com
www.Feedonomics.com
Xivic Inc.
Yellow Logistics
YRC Freight
Yves Rocher Amerique Du Nord Inc.
Zap Creative Ltd.
Zeiger, Tigges & Little LLP
Zendesk, Inc.
Ziprecruiter, Inc.
Zobele Group
Zoeva Us LLC
Zoom Video Communications, Inc.
Zoro Tools, Inc.

SCHEDULE 2

Client Match List

Name	Relationship to Debtors
1985 Marcus Re LLC / CBRE, Inc	Known Affiliates - JV
3M Company	Vendors
Adecco USA Inc	Vendors
Adobe	Vendors
ADP LLC	Vendors
Aflac	Vendors
Allianz Global	Insurance
Amazon Marketplace	Vendors
Amazon Web Services	Vendors
AXIS	Insurance
Bank of America	Banks
Capital One Bank USA	Vendors
Centurylink	Vendors
Church & Dwight Co. Inc.	Vendors
Cintas	Vendors
Citibank	Vendors
City of Philadelphia	Taxing Authority/Governmental/Regulatory Agencies
CNA Insurance	Vendors
Combe Incorporated	Vendors
Commonwealth of Pennsylvania	Vendors
Continental Casualty Company	Insurance
Davis & Gilbert LLP	Vendors

Deloitte & Touche LLP	Vendors
Docusign	Vendors
Ebay Inc.	Vendors
Emblemhealth	Vendors
Everest National	Insurance
Facebook, Inc.	Vendors
Federal Insurance Company	Insurance
Fedex	Vendors
Gartner Inc.	Vendors
Godaddy.com	Vendors
Google Ads	Vendors
Grainger	Vendors
Hanover Insurance Company	Insurance
Hub International (The B&G Group)	Vendors
Ikea	Vendors
Illinois Union Insurance Company	Insurance
International Flavors & Fragrances, Inc.	Vendors
Intuit Investigative Resources Inc	Vendors
Johnson & Johnson Consumer Inc	Vendors
JPMorgan Chase Bank	Banks
Kforce Inc	Vendors
Lenovo	Vendors
Linkedin Corporation	Vendors

Mastercard	Vendors
Mead Johnson & Company LLC	Vendors
Medline Industries, Inc.	Vendors
Microsoft	Vendors
Newegg Inc	Vendors
RGIS, LLC	Vendors
Paypal	Vendors
S.C. Johnson & Son, Inc.	Vendors
Sheralven Enterprises Ltd	Vendors
Shopify	Vendors
Southern California Edison	Utilities
Staples	Vendors
Suffolk County Water Authority	Utilities
Texas Comptroller Of Public Accounts	Taxing Authority/Governmental/Regulatory Agencies
The Hanover Insurance Group, Inc.	Vendors
The Home Depot	Vendors
The UPS Store	Vendors
Twitter Inc	Vendors
United Healthcare	Vendors
United Parcel Service	Vendors
UPS Freight	Vendors
US Bank National Association	Vendors
Verizon	Vendors

Verizon Wireless	Utilities
Walmart	Other Interested Parties
Zoom Video Communications, Inc.	Vendors

EXHIBIT C

Engagement Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

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

General Terms and Conditions

1. Services.

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

2. Term.

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

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2023. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items; provided, however, that Epiq shall first obtain the prior written consent of Client before incurring costs in excess of \$500 in the aggregate.
- 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, payroll-related taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule; provided, however, that Epiq shall first obtain the prior written consent of Client before incurring costs in excess of \$500 in the aggregate.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all undisputed amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

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



5. Title to Property.

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

6. Disposition of Data.

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



7. Indemnification.

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

8. Limitation of Liability

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

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

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

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



9. Representations / Warranties.

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

10. Confidential On-Line Workspace

Upon written 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 Neither party may assign this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.



- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



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

If to Epiq:

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

If to Client:

Packable Holdings, LLC
1985 Marcus Avenue, Suite 207
Lake Success, New York 11042
Attention: Maria Harris, CLO
Email: mariah@pharmapacks.com

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

Packable Holdings, LLC
1985 Marcus Avenue, Suite 207
Lake Success, New York 11042
Attention: Accounts Payable
Email: ap@pharmapacks.com

11.12 The “Effective Date” of this Agreement is August 1, 2022.



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

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in blue ink, appearing to read "BT", with a long horizontal flourish extending to the right.

Name: Brad Tuttle

Title: Senior Managing Director and GM

PACKABLE HOLDINGS, LLC

DocuSigned by:
A handwritten signature in blue ink, appearing to read "Maria Harris", enclosed within a blue rectangular border.
By: _____
D7C1773F44724A0...

Name: Maria Harris

Title: Chief Legal 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 – \$50.00
IT / Programming	\$50.00 – \$70.00
Case Managers	\$70.00 – \$150.00
Consultants/ Directors/Vice Presidents	\$150.00 – \$175.00
Solicitation Consultant	\$175.00
Executive Vice President, Solicitation	\$190.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

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

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.08 per record/month
Electronic Imaging	\$0.09 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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¹ 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
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