

**PRESENTMENT DATE: December 29, 2022 at 4:00 p.m. (Eastern Time)**

**OBJECTION DEADLINE: December 29, 2022 at 3:00 p.m. (Eastern Time)**

**HEARING DATE AND TIME (Only if Objection Filed): To Be Determined**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**NOTICE OF PRESENTMENT OF DEBTOR'S APPLICATION FOR  
AUTHORIZATION TO RETAIN AND EMPLOY EPIQ CORPORATE  
RESTRUCTURING, LLC AS ADMINISTRATIVE AGENT  
NUNC PRO TUNC TO THE PETITION DATE**

**PLEASE TAKE NOTICE** that, on December 21, 2022, the above-captioned debtor and debtor in possession (the "Debtor") filed the *Application of Debtor for Authorization to Retain and Employ Epiq Corporate Restructuring, LLC as Administrative Agent Nunc Pro Tunc to the Petition Date* (the "Application").

**PLEASE TAKE FURTHER NOTICE** that the Application will be presented for signature to the Honorable Sean H. Lane of the United States Bankruptcy Court for the Southern District of New York (the "Court") at 300 Quarropas Street, White Plains, New York 10601 on **December 29, 2022 at 4:00 p.m., prevailing Eastern Time.**

**PLEASE TAKE FURTHER NOTICE** that any responses or objections ("Objection") to the relief requested in the Application shall: (a) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; and (b) be served so as to be actually received by **December 29, 2022 at 3:00 p.m., prevailing Eastern Time** (the "Objection Deadline").

**PLEASE TAKE FURTHER NOTICE** that if an Objection is timely filed by the Objection Deadline, the Court will notify the moving party of the date and time of the hearing and

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

of the moving party's obligation to notify all other parties entitled to receive notice. Any moving or objecting party is required to attend the hearing, and failure to attend may result in relief being granted or denied upon default.

**PLEASE TAKE FURTHER NOTICE** that your rights may be affected. You should read the Application carefully and discuss it with your attorney, if you have one. If you do not have an attorney, you may wish to consult with one.

**PLEASE TAKE FURTHER NOTICE** that copies of the Application can be viewed and/or obtained by: (i) accessing the Court's website at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), or (ii) from the Debtor's claims and noticing agent, Epiq Corporate Restructuring, LLC, at <https://dm.epiq11.com/case/madisonsquare/info> or by calling (866) 977-1161 (toll free) for U.S. and Canada-based parties or +1 (503) 597-7709 for international parties. Note that a PACER password is needed to access documents on the Court's website.

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Dated: December 21, 2022  
New York, New York

**PAUL, WEISS, RIFKIND, WHARTON  
& GARRISON LLP**

/s/ Alan W. Kornberg

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*Counsel to the Debtor and Debtor in  
Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>  
  
Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**APPLICATION OF DEBTOR FOR AUTHORIZATION TO  
RETAIN AND EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC  
AS ADMINISTRATIVE AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtor and debtor-in-possession (the “**Debtor**”) in this chapter 11 case hereby moves (this “**Application**” or the “**Section 327(a) Application**”) this Court for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), granting the relief described below. In support thereof, the Debtor refers to the contemporaneously-filed the *Declaration of Kate Mailloux in Support of Application of Debtor for Authorization to Retain and Employ Epiq Corporate Restructuring, LLC as Administrative Agent Nunc Pro Tunc to the Petition Date* (the “**Mailloux Declaration**”), annexed hereto as **Exhibit B**, and further represents as follows:

**Jurisdiction and Venue**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 6792. The Debtor’s mailing address is 250 Bradhurst Avenue, New York, New York 10039.

### **Background**

2. On June 29, 2022 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business as debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case, and no statutory committee has been appointed.

3. Additional information regarding the Debtor, its operations, and the events and circumstances preceding the Petition Date is set forth in the *Declaration of Jeffrey Dold (I) in Support of First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* [Docket No. 10] (the “**First Day Declaration**”).<sup>2</sup>

### **Relief Requested**

4. By this Section 327(a) Application, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), the Debtor requests entry of an order authorizing the employment and retention of Epiq Corporate Restructuring, LLC (“**Epiq**”) as administrative agent (“**Administrative Agent**”) in the Debtor’s chapter 11 case, effective *nunc pro tunc* to the Petition Date, in accordance with the certain Standard Services Agreement dated June 9, 2022, between the Debtor and Epiq, annexed to the Order as Exhibit 1 (the “**Services Agreement**”).

5. On the Petition Date, the Debtor filed an application for authorization to retain Epiq to serve as the notice and claims agent in this chapter 11 case under 28 U.S.C. § 156(c) (the “**Section 156(c) Application**”) [Docket No. 2], with respect to which the Court entered the *Final Order Authorizing Retention and Appointment of Epiq Corporate Restructuring, LLC as*

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

*Claims and Noticing Agent under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), and Local Rule 5075-1 and Granting Related Relief* (the “**Section 156(c) Order**”) [Docket No. 86]. Given that the administration of this case will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtor supplements the Section 156(c) Application with this Section 327(a) Application.

### **Epiq’s Qualifications**

6. Epiq is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this nature, size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., In re Grupo Aeromexico, S.A.B. de C.V., et al.*, Case No. 20-11563 (SCC) (Bankr. S.D.N.Y. June 30, 2020); *In re Jason Industries, et al.*, Case No. 20-22766 (RDD) (Bankr. S.D.N.Y. June 24, 2020); *In re Trident Holding Company, LLC, et al.*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Ditech Holding Corporation, et al.*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Roust Corporation*, Case No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 2, 2016); *In re China Fishery Group Ltd.*, Case No. 16-11895 (JLG) (Bankr. S.D.N.Y. May 24, 2017); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann’s Holdings Inc.)*, Case No. 13-14050 (MG) (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, Case No. 12-14300 (MEW) (Bankr. S.D.N.Y. Oct.

23, 2012); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (ALG) (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey & LeBoeuf LLP*, Case No. 12-12321 (MG) (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 4, 2012).

### **Scope of Services**

7. The Debtor seeks to retain Epiq to provide, as requested, the following bankruptcy administrative services:

- a. Assist with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as prepare any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization, and in connection with such services, process requests for documents from parties in interest; and
- b. Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results.
- c. Assist with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;
- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtor, the Court or the Office of the Clerk of the Bankruptcy Court.

8. The administrative services described above are necessary to the administration of this chapter 11 case. Appointing Epiq as Administrative Agent is in the best interests of the Debtor's estate because the administration of this case will be expedited by relieving the Debtor and the Debtor's other professionals of handling these administrative services.

### **Professional Compensation**

9. The Debtor is advised that Epiq intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection

with the services it provides as Administrative Agent in accordance with General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)); Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)); and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the “**Fee Guidelines**”), sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further orders of the Court (the “**Orders**”), both in connection with this Section 327(a) Application and the interim and final fee applications to be filed by Epiq in this chapter 11 case. The Debtor is advised that Epiq intends to make a reasonable effort to comply with the United States Trustee for Region 2’s requests for information and additional disclosures as set forth in the Fee Guidelines.

10. The Debtor respectfully submits that the fees Epiq will charge in connection with its services to the Debtor, as set forth in the Services Agreement, are competitive and comparable to the rates Epiq’s competitors charge for similar services. Indeed, the Debtor conducted a bidding process and competitive comparison of two other firms prior to selecting Epiq as Administrative Agent. The Debtor believes Epiq’s rates are reasonable given the quality of Epiq’s services and Epiq’s prior bankruptcy expertise. In addition, Epiq will maintain detailed records of all services showing dates, category of services, fees charged, and expenses incurred.

11. As part of the overall compensation payable to Epiq under the terms of the Services Agreement, the Debtor has agreed to certain indemnification obligations. The Services Agreement provides that the Debtor will indemnify, defend, and hold Epiq, its affiliates, parents, and each such entity’s officers, members, directors, agents, representatives, managers, consultants,



and employees harmless under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Services Agreement (as modified by the Order).<sup>3</sup> Both the Debtor and Epiq believe that such provisions are customary and reasonable for administrative agents in chapter 11 cases and for the services provided by this Section 327(a) Application.

12. Prior to the petition date, the Debtor provided Epiq with a retainer in the amount of \$25,000, which was received by Epiq on June 17, 2022. In addition, on June 29, 2022, Epiq received payment in the amount of \$15,000 for actual and estimated prepetition fees and expenses. Epiq applied the prepetition payments and/or a portion of the retainer (which is subject to replenishment in accordance with the order approving the 156(c) Application) to cover these fees and expenses. Except as stated in this paragraph, Epiq has not received any payments from the Debtor in the 90 days prior to the Petition Date.

#### **No Duplication of Services**

13. The Debtor intends that Epiq's services will complement, and not duplicate, the services being rendered by other professionals retained in this chapter 11 case. Epiq understands that the Debtor has retained and may continue to retain professionals during the term of its engagement and will work cooperatively with such professionals to integrate the work conducted by the professionals on the Debtor's behalf.

#### **Epiq's Disinterestedness**

14. Epiq has reviewed its electronic database and, to the best of its knowledge and except to the extent disclosed herein and in the Mailloux Declaration, Epiq does not (i) hold

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<sup>3</sup> The terms of the Services Agreement described in this Section 327(a) Application are a summary and for informational purposes only.

or represent an interest adverse to the Debtor's estate or (ii) have any adverse connection to the Debtor, its creditors, or other relevant parties. To the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq is a "disinterested person" as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code.

15. To the extent that Epiq discovers any relevant facts or relationship bearing on the matters described herein during the period of its retention, Epiq will supplement the Mailloux Declaration.

**Relief Requested Should Be Granted**

16. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title.

11 U.S.C. § 327(a).

17. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

18. To assist in the management of administrative tasks with respect to the hundreds of creditors and other parties in interest that are expected to be involved in the Debtor's

chapter 11 case, the Debtor seeks an order appointing Epiq as Administrative Agent in this chapter 11 case pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1.

19. The Court may also rely on its general equitable powers to grant the relief requested in this Section 327(a) Application. Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

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

#### **Notice**

21. The Debtor will provide notice of this Motion to: (a) the United States Trustee for Region 2; (b) the holders of the twenty (20) largest unsecured claims against the Debtor; (c) counsel to the Committee; (d) counsel to BGCA; (e) counsel to Rockefeller; (f) the Debtor’s insurers that have accepted coverage related to the Abuse Claims; (g) the office of the Attorney General for the State of New York; (h) the United States Attorney’s Office for the Southern District of New York; (i) counsel to the DIP Lender; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

#### **No Previous Request**

22. No previous request for the relief sought herein has been made by the Debtor to this or any other Court.

WHEREFORE the Debtor respectfully requests entry of an order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: December 21, 2022  
New York, New York

Respectfully submitted,

/s/ Jeffrey Dold  
Jeffrey Dold  
Chief Financial Officer  
Madison Square Boys & Girls Club, Inc.

**Exhibit A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**ORDER AUTHORIZING DEBTOR TO RETAIN  
AND EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC,  
PURSUANT TO 11 U.S.C. § 327(a), AS ADMINISTRATIVE AGENT  
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “**Section 327(a) Application**”)<sup>2</sup> of the Debtor, pursuant to section 327(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) for authority to retain and employ Epiq Corporate Restructuring, LLC (“**Epiq**”) as administrative agent (“**Administrative Agent**”) *nunc pro tunc* to the date of commencement of this chapter 11 case, in accordance with the terms and conditions set forth in that certain Standard Services Agreement dated as of June 9, 2022, by and between the Debtor and Epiq, together with all schedules and attachments thereto (the “**Services Agreement**”), a copy of which is annexed hereto as **Exhibit 1**, all as more fully set forth in the Section 327(a) Application; and upon the Declaration of Kate Mailloux submitted in support of the Section 327(a) Application (the “**Mailloux Declaration**”) and the Court being satisfied that Epiq has the capability and experience

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 6792. The Debtor’s mailing address is 250 Bradhurst Avenue, New York, New York 10039.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Section 327(a) Application.

to provide such services, and that Epiq neither holds nor represents an interest adverse to the Debtor's estate; and the Court having jurisdiction to consider the Section 327(a) Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Section 327(a) Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Section 327(a) Application having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Section 327(a) Application; and, if applicable, the Court having held a hearing to consider the relief requested in the Section 327(a) Application (the "**Hearing**"); and upon the Mailloux Declaration, filed contemporaneously with the Section 327(a) Application, and the record of the Hearing, if any; and the Court having determined that the legal and factual bases set forth in the Section 327(a) Application establish just cause for the relief granted herein; and it appearing that the employment of Epiq as Administrative Agent is in the best interests of the Debtor, its creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Section 327(a) Application is granted to the extent set forth herein.
2. The Debtor is authorized to retain and employ Epiq *nunc pro tunc* to the Petition Date as Administrative Agent pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1 to provide the following services:

- a. Assist with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as prepare any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization, and in connection with such services, process requests for documents from parties in interest; and
- b. Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results.
- c. Assist with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;
- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtor, the Court or the Office of the Clerk of the Bankruptcy Court.

3. This Order shall not apply to any services Epiq has received authorization to render pursuant to the Section 156(c) Application.

4. Epiq shall be compensated in accordance with, and will file, interim and final fee applications for allowance of its compensation and reimbursement of out-of-pocket expenses pursuant to sections 330 and 331 of the Bankruptcy Code and in accordance with the Bankruptcy Rules, the Local Rules, and applicable law.

5. Notwithstanding anything to the contrary in the Application, or the Standard Services Agreement ("Standard Terms"), the Standard Terms are modified as follows:

- i. Paragraph 8 of the Standard Terms is inapplicable.
- ii. All requests for payment of indemnity, contribution or reimbursement pursuant to the Standard Terms shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity, contribution or reimbursement conforms to the terms of the Services Agreement and Standard Terms (as modified and restated by this Order) and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity, contribution or reimbursement is sought; *provided, however*, in no event shall Epiq be indemnified to the extent the Court



determines by final order that any claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty, gross negligence or willful misconduct on the part of Epiq;

- iii. In the event that Epiq seeks reimbursement from the Debtor for attorneys' fees in connection with a request for payment of indemnity, contribution or reimbursement pursuant to the Services Agreement or Standard Terms (as modified and restated by this Order), the invoices and supporting time records from such attorneys shall be included in Epiq's application (interim or final as the case may be) and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code;
- iv. Epiq shall not be entitled to reimbursement by the Debtor for any fees, disbursements and other charges of Epiq's counsel other than those incurred in connection with a request of Epiq for payment of indemnity, retention of the Epiq and preparation of fee applications;
- v. In no event shall Epiq be entitled to indemnification, contribution, exoneration, reimbursement of attorneys' fees or expenses, limitation on liability or allocation or apportionment of damages, indemnified or exonerated if the Debtor or representatives of the estate assert a claim, to the extent the Court determines by final order that such claim for indemnity arose out of Epiq's own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, or willful misconduct on the part of Epiq; and
- vi. There shall be no limitation of liability of Epiq, or allocation or apportionment of damages, with respect to a claim or expense to the extent the Court determines by final order that the indemnification, contribution or reimbursement on account of such claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty, gross negligence or willful misconduct on the part of Epiq.

6. To the extent that the Debtor requests other services not set forth in the retention order, the Debtor shall file a supplemental order authorizing the provision of such services on notice to all parties in interest on not less than three business days' notice.

7. Prior to any increases in Epiq's rates for any individual retained by Epiq providing services in this case, Epiq shall file a supplemental affidavit with the Court and provide

ten business days' notice to the Debtor, the United States Trustee and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

8. Notwithstanding any provision to the contrary in the Services Agreement, any dispute relating to the services provided by Epiq shall be referred to arbitration consistent with the terms of the Services Agreement only to the extent that this Court does not have, retain or exercise jurisdiction over the dispute, and 28 U.S.C. § 1334(e)(2) shall govern the form for resolving fee disputes. Epiq will not seek to use affiliates, independent contractors, subcontractors or subsidiaries of Epiq to perform services under the Application or Services Agreement without separate Court approval.

9. In the event of any inconsistency between the Services Agreement, the Section 327(a) Application, and this Order, this Order shall govern.

10. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Section 327(a) Application.

11. The Debtor and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order in accordance with the Section 327(a) Application.

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

Dated: \_\_\_\_\_, 2022  
New York, New York

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HONORABLE SEAN H. LANE  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Services Agreement**



# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

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

### General Terms and Conditions

#### 1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the 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 approval by the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

#### 3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2023. If such



annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### **4. Confidentiality.**

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business (and in any event with at least the same level of care as a commercially prudent actor) and, to the extent applicable, in accordance with any confidentiality obligations pursuant to an order of the Bankruptcy Court in the Client's chapter 11 case; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it prior to disclosure by or on behalf of Client, 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 not known to Epiq to be subject to a confidentiality obligation with respect to Client Data, Epiq shall bear no responsibility for public disclosure of such data.



## **5. Title to Property.**

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

## **6. Disposition of Data.**

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the Services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the Services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). 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, fraud 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 or Epiq 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) EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

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





## **9. Representations / Warranties.**

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

## **10. Confidential On-Line Workspace**

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing and in a commercially reasonable manner, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

## **11. General**

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.



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



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

If to Epiq:

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

If to Client:

Madison Square Boys & Girls Club, Inc.  
250 Bradhurst Avenue  
New York, New York 10039  
Attn: Tim McChristian  
Email: tmcchristian@madisonsquare.org

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
Attn: Alan W. Kornberg  
Email: akornberg@paulweiss.com

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

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Madison Square Boys & Girls Club Inc.  
250 Bradhurst Avenue  
New York, NY 10039  
Attn: Tim McChristian  
Email: tmcchristian@madisonsquare.org

11.12 The "Effective Date" of this Agreement is June 9 2022.



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

**EPIQ CORPORATE RESTRUCTURING, LLC**

A blue ink signature of Brad Tuttle, written in a cursive style.

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

**CLIENT**

By: \_\_\_\_\_  
A black ink signature of Tim McChristian, written in a cursive style.

Name: Tim McChristian  
Title: Executive Director

## **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 (a)**

<b><u>Title</u></b>	<b><u>Rates</u></b>
Clerical/Administrative Support	\$22.50 – \$50.00
IT / Programming	\$50.00 – \$80.00
Project Managers/Consultants/ Directors	\$80.00 – \$170.00
Solicitation Consultant	\$160.00
Executive Vice President, Solicitation	\$175.00
Executives	No Charge

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

Printing	\$0.10 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	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

### **ON-LINE CLAIM FILING SERVICES**

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<sup>1</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

(a) A credit of up to \$15,000 will be applied to Epiq's pre-petition invoice upon the company entering a Chapter 11 proceeding.

\*Quoted at time of request for high volume blasts to all creditors



On-Line Claim Filing	NO CHARGE
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**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

**OTHER SERVICES RATES**

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

**Exhibit B**

**Mailloux Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>  
  
Debtor.

Chapter 11

Case No. 22-10910 (SHL)

**DECLARATION OF KATE MAILLOUX IN SUPPORT  
OF APPLICATION OF DEBTOR FOR AUTHORIZATION TO  
RETAIN AND EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC  
AS ADMINISTRATIVE AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

I, Kate Mailloux, make this declaration under 28 U.S.C. § 1746:

1. I am a Senior Director of Epiq Corporate Restructuring, LLC (“**Epiq**”). The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.<sup>2</sup>

2. This Declaration is made in support of the Debtor’s application (the “**Section 327(a) Application**”) requesting entry of an order pursuant to section 327(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), authorizing the employment and retention of Epiq as administrative agent (“**Administrative Agent**”) *nunc pro tunc* to the date of commencement of the Debtor’s chapter 11 case in accordance with the terms and conditions set forth in that certain Standard Services Agreement dated as of June 9, 2022, by

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 6792. The Debtor’s mailing address is 250 Bradhurst Avenue, New York, New York 10039.

<sup>2</sup> Certain of the disclosures herein relate to matters within the knowledge of other professionals at Epiq and are based on information provided by them.

and between the Debtor and Epiq (the “**Services Agreement**”). A proposed form of order granting the relief requested in the Section 327(a) Application (the “**Order**”) is annexed thereto as

**Exhibit A**. The Services Agreement is annexed to the Order as **Exhibit 1**.

3. As administrative agent, Epiq will perform the following administrative services:

- a. Assist with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as prepare any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization, and in connection with such services, process requests for documents from parties in interest; and
- b. Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results.
- c. Assist with the preparation of the Debtor’s schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;
- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtor, the Court or the Office of the Clerk of the Bankruptcy Court.

4. Epiq is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this nature, size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., In re Grupo Aeromexico, S.A.B. de C.V., et al.*, Case No. 20-11563 (SCC) (Bankr. S.D.N.Y. June 30, 2020); *In re Jason Industries, et al.*, Case No. 20-22766 (RDD) (Bankr. S.D.N.Y. June 24, 2020); *In re Trident Holding Company, LLC, et al.*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Feb. 10,

2019); *In re Ditech Holding Corporation, et al.*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Roust Corporation*, Case No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 2, 2016); *In re China Fishery Group Ltd.*, Case No. 16-11895 (JLG) (Bankr. S.D.N.Y. May 24, 2017); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, Case No. 13-14050 (MG) (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, Case No. 12-14300 (MEW) (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (ALG) (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey & LeBoeuf LLP*, Case No. 12-12321 (MG) (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 4, 2012).

5. Epiq is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code in that Epiq and its professional personnel:

- a. are not creditors, security holders, or insider of the Debtor;
- b. are not and were not, within two years before the date of the filing of this case, directors, officers, or employees of the Debtor; and
- c. do not have an interest materially adverse to the interests of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

6. Epiq conducted a review, completed under my supervision, of the identified potential parties in interest (the “**Potential Parties in Interest**”) in the chapter 11 case based on a query of an internal client database containing names of individuals and entities that are present or recent clients of Epiq. The list of Potential Parties in Interest was provided by the Debtor and is annexed hereto as **Schedule 1**. Epiq Corporate Restructuring, LLC is a member of Epiq Global, a

worldwide provider of legal services, serving law firms, corporations, financial institutions and government agencies—helping them streamline the administration of business operations, class action and mass tort, court reporting, eDiscovery, regulatory, compliance, restructuring, and bankruptcy matters. There are forty-five (45) entities that comprise the Epiq Global enterprise. To clarify, I have authorized the search across the Epiq Global database where the clients and business relationships of all 45 entities in the Epiq Global enterprise are stored for all Epiq Global entities from the top level parent company DTI Topco, Inc., to all of its affiliates, including Epiq Corporate Restructuring, LLC.

7. Our process for preparing a disclosure report is as follows: upon receipt of a potential parties in interest list, all such parties are searched for both exact matches and potential matches within a global internal database. A report of the “hits” is generated and our conflicts team reviews those “hits” for connections. Where there are exact or potential connections, a disclosure is drafted. After the conflicts team completes the draft disclosures, they are then inserted into the draft retention pleadings and reviewed by the engagement Director. To the best of my knowledge, and based solely upon information provided to me by the Debtor, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtor, its creditors or other relevant parties, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties in Interest were connected to Epiq within the past three years, these parties have been identified on a list annexed hereto as **Schedule 2** (the “**Client Match List**”). To the best of my knowledge, any such connections between Epiq and any parties on the Client Match List is completely unrelated to the Debtor.

8. In addition, I sent an email to Epiq personnel providing the scope of services in this Application, requiring each recipient to review the Potential Parties in Interest listed in **Schedule 1** and ask that the recipient contact me in the event that they have a connection with an

interested party. I did not receive any response, so to the best of my knowledge, no Epiq personnel providing the scope of services in this Application have connections with the Debtor or Potential Parties in Interest.

9. Given Epiq's neutral position as the claims and noticing agent and by this application, the administrative agent in the Debtor's case, or any other cases, any Epiq personnel connections are not real or potential conflicts. From information ascertained after reasonable inquiry with the employees expected to spend time on this chapter 11 case, (a) Epiq has no connection with the Debtor, its creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee or any other party with an actual or potential interest in this chapter 11 case or their respective attorneys or accountants, except as set forth herein; (b) Epiq personnel are not a creditor, equity security holder or insider of the Debtor; (c) no Epiq personnel is or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) Epiq neither holds nor represents an interest materially adverse to the Debtor or its estate. In that regard, neither Epiq, nor any employees thereof, represent any interest materially adverse to the Debtor's estate with respect to any matter upon which Epiq is to be engaged. Based on the foregoing, I believe that Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

10. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which 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 DTI, DTI Topco, 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 Debtor commencing this case, Epiq did not share the names or any other information identifying the Debtor with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtor 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 Debtor and the Potential Parties in Interest list provided by the Debtor. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no material connections that require disclosure. Because of any applicable securities laws and the

fact that Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either DTI, DTI Topco, OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtor and the potential parties in interest.

14. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will promptly file a supplemental affidavit.

15. Based on, among other things, the business separation between Epiq, OMERS and Harvest, and in light of the administrative nature of the services proposed to be performed by Epiq for the Debtor, I believe that Epiq does not hold or represent an interest adverse to the Debtor.

16. In performing the services of Administrative Agent, Epiq will charge the Debtor the rates set forth in the Services Agreement. Epiq's hourly rates are as follows:

Clerical/Administrative Support	\$22.50 – \$50.00 per hour
IT / Programming	\$50.00 – \$80.00 per hour
Project Managers/Consultants/ Directors	\$80.00 – \$170.00 per hour
Solicitation Consultant	\$160.00 per hour
Executive Vice President, Solicitation	\$175.00 per hour
Executives	No Charge

17. As disclosed in the Section 156(c) Application, Epiq was party to an agreement with XClaim Inc. ("***Xclaim***"). Pursuant to the Section 156(c) Order, Epiq excluded this chapter 11 case from any file sharing arrangement with Xclaim or any other third-party. As of September 9, 2022, Epiq terminated the agreement with Xclaim.

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

Dated: New York, New York  
December 21, 2022

Kate Mailloux  
Kate Mailloux  
Senior Director  
Epiq Corporate Restructuring, LLC

**Schedule 1**

**Potential Parties in Interest**

**Potential Parties in Interest**

**DEBTOR AND NON-DEBTOR AFFILIATES AND RELATED ENTITIES**

MADISON SQUARE BOYS & GIRLS CLUB, INC.

MADISON SQUARE BOYS & GIRLS CLUB FOUNDATION, INC.

MSBGC-NYC SUPPORT CORPORATION

**SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY JUDGES**

CHIEF JUDGE MARTIN GLENN

JUDGE LISA G. BECKERMAN

JUDGE PHILIP BENTLEY

JUDGE JAMES L. GARRITY, JR.

JUDGE DAVID S. JONES

JUDGE SEAN H. LANE

JUDGE CECELIA G. MORRIS

JUDGE MICHAEL E. WILES

**STAFF FOR SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY JUDGES**

ALI ISMAIL

BRENDA ROBIE

CHANTEL BARRETT

CHRISTINE AZZARO

CONNOR FARLEY

DANIEL HARKINS

DANIEL SLEMMER

DANIEL SLEMMER

DEANNA ANDERSON

DORIE ARTHUR

FRANCES FREDERICKS

FRANCIS O'ROURKE

GRAHAM FISHER

GREG WHITE

IAN KITTS

JACOB SCHUERGER

JACQUELINE DEPIEROLA

JACQUELINE TRAN

JAMES VICENTI

JENNA MACDONALD

JENNIFER POLLAN

JOHN CHURCHILL

JOHN KUEBLER

JULIA BONNELL

KARRA PUCCIA

LESLIE KAN

LESLIE WYBIRAL

LIZA EBANKS

LORRAINE ECHEVARRIA  
LYNDA CALDERON  
MARIA RODRIGUEZ-CASTILLO  
MIKE PAEK  
SARAH ROSENTHAL  
TAMMI HELLWIG  
THOMAS PALISI  
TRACEY MERCADO  
TYLER TALTON  
VANESSA ASHMEADE  
VITO GENNA  
WILLIE RODRIGUEZ

**STAFF FOR THE OFFICE OF THE UNITED STATES TRUSTEE FOR REGION 2**

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ALICIA LEONHARD  
ANDREA B. SCHWARTZ  
ANDY VELEZ-RIVERA  
ANNIE WELLS  
BENJAMIN J. HIGGINS  
BRIAN S. MASUMOTO  
CHRISTINE BLACK  
ERCILIA A. MENDOZA  
GREG M. ZIPES  
GUY A. VAN BAALEN  
ILUSION RODRIGUEZ  
JAMES GANNONE  
JOSEPH ALLEN  
JOSEPH NADKARNI  
KATHLEEN SCHMITT  
LINDA A. RIFFKIN  
LISA PENPRAZE  
MADELEINE VESCOVACCI  
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SUSAN ARBEIT  
SYLVESTER SHARP  
TARA TIAN TIAN  
VICTOR ABRIANO  
WILLIAM K. HARRINGTON  
ZEYNEP.S.AKAN

**GOVERNMENTAL/REGULATORY AGENCIES**

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT  
NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION  
NEW YORK STATE ALLIANCE FOR THE PREVENTION OF SEXUAL ABUSE  
NEW YORK STATE CHILD AND ADULT CARE FOOD PROGRAM  
NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES  
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES  
NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL  
OFFICE OF JUVENILE DELINQUENCY PROGRAM  
UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS

**BANKRUPTCY AND CERTAIN ORDINARY COURSE PROFESSIONALS**

EPIQ CORPORATE RESTRUCTURING  
FINSBURY LLC  
FRIEDMAN KAPLAN SEILER & ADELMAN LLP  
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
PILLSBURY WINTHROP SHAW PITTMAN LLP  
TENEO CAPITAL LLC

**BANKS, INVESTMENT MANAGERS, AND SECURED LENDERS**

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BROWN BROTHERS  
CARVER BANK  
CITI BANK  
FIDELITY  
FISHERBROYLES LLP  
JP MORGAN  
JPMORGAN - CHILDS TRUST  
LAMB FINANCIAL SERVICES  
MERRILL LYNCH  
NONPROFIT FINANCE FUND  
PINNACLE SECURITIES  
PNC BANK  
RUANE CUNNIFF & GOLDFARB  
RUANE CUNNIFF & GOLDFARB - SEQUOIA FUND  
TRUFUND  
VANGUARD

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ALBERT R. DOWDEN  
ALLISON SHURE  
BARBARA A. TAYLOR  
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JEFFREY VOLLING  
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JUSTIN NUNEZ  
KEITH FLEISCHMAN  
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KENNETH HALCOM  
LEO P. ARNABOLDI III  
LEO P. ARNABOLDI, JR  
LISA SHALETT  
MATTHEW PETERSEN  
MICHAEL GELTZEILER  
MICHAEL PUGH  
MITCHELL SCHERZER  
MYLES GILLESPIE  
NATHAN SLEEPER  
NICHOLAS F. TOMMASINO  
NICK RUDD  
OBA MCMILLAN  
PATRICK GADSON  
PATRICK GALLAGHER  
PETER SCHEMAN



PETER SERPICO  
POPPY HARLOW  
RICHARD EADDY  
RICHARD PORTER  
ROBBIN MELE GAUDIERI  
RON PORTER  
ROY WEATHERS  
SEAN WOODROFFE  
STEPHEN GALLUCCI  
STEVE ELBAUM  
STEVEN MELTON  
STEVEN MIYAO  
STEVEN S. ELBAUM  
STUART LEMPert  
T. KENNETH FARRELL  
THOMAS FORTIN  
THOMAS MURPHY, SR.  
TIM MCCHRISTIAN  
TREVOR FENNELL  
VANESSA TOUMA  
VICTOR F. GANZI  
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WILLIAM F. GLAVIN, JR  
WILLIAM G. PARRETT

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CARLTON FIELDS, P.C.  
CENTURY INDEMNITY COMPANY  
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CHURCH MUTUAL INSURANCE CO.  
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DUANE MORRIS LLP  
EMPIRE BLUECROSS BLUESHIELD  
FEDERAL INSURANCE COMPANY  
HALLMARK SPECIALTY INSURANCE CO.  
JEFFERSON INSURANCE COMPANY OF NEW YORK  
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA  
PHILADELPHIA INSURANCE COMPANY  
ROBINSON + COLE  
RSUI LANDMARK AMERICAN INSURANCE CO.  
STARSTONE NATIONAL INSURANCE CO.

TROUTMAN PEPPER  
WILEY REIN LLP

**LANDLORD**

NATIONAL MULTIPLE SCLEROSIS SOCIETY

**LITIGATION PARTIES AND COUNTERPARTIES AND COUNSEL**<sup>1</sup>

A.B.

A.F.

A.G.

AARON HUMPHREY

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ABRAHAM, WATKINS, NICHOLS, SORRELS, AGOSTO & AZIZ

ALFRED FALZON

AMONDO SAPIRO

ANDREOZZI & ASSOCIATES, P.C.

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ARTHUR TREMERE

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BRIAN TATE

C.C.

C.D.

C.R.

C.S.

CARL MINUSKIN

CHRISTOPHER CLARK

CLEVELAND WHITE

COHEN & GRESSER LLP

COLIN MOSS

CUTI HECKER WANG LLP

D.C.

D.M.

DENNIS FARLEY

DERRICK WELCH

DEXTER BLACKMAN

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<sup>1</sup> The individual plaintiffs' names are consistent with the names or pseudonyms reflected in public filings. While Epiq reviewed the actual names of each individual plaintiffs for its conflicts process, for the purposes of their inclusion on this Schedule 1, only the plaintiffs' pseudonyms are used, where applicable, consistent with the Confidentiality Procedures approved under the *Order (I) Authorizing and Approving Special Noticing and Confidentiality Procedures, (II) Authorizing and Approving Procedures for Providing Notice of Commencement, and (III) Granting Related Relief* [Docket No. 32].

DUNDON ADVISERS LLC  
E.C. [950404/2020]  
E.M. [70172/2021E]  
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EDWARD HUNTER  
EDWARD TOFANI  
EDWIN VELEZ  
EMILE BLACKMAN  
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NEFTALI CENTENO  
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SLATER SLATER SCHULMAN LLP  
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T.F.  
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TCVANYCR-DOE  
TERRENCE BROWNE  
TERRENCE LOGAN  
THE ESTATE OF EMMANUEL WILLIAM SORGE  
THE MARSH LAW FIRM, PLLC  
THE SIMPSON TUEGEL FIRM  
THOMAS LOGERFO  
THOMAS M. LUKAS  
TYRONE LOGAN  
VITO PESCE  
WEITZ & LUXENBERG  
WILLIAM MCFIELD  
WILLIAM SORGE  
WILLIAMS CEDER LLC  
YUAN P. ZEE  
Z.Y.

**SIGNIFICANT VENDORS, UTILITIES, CONTRACT COUNTERPARTIES, AND UCC  
LIEN COUNTERPARTIES**

42ND STREET LESSEE LLC  
501 AUCTION LLC  
ABRAR QAIUM  
ADP, INC.  
ADT SECURITY SERVICES  
ADVANCE CLADDING CONSTRUCTION COMPANY  
AFA PROTECTIVE SYSTEMS, INC.  
AFLAC NEW YORK  
AIA, ALERA GROUP  
ALDA BUILDING COMPANY LLC  
ALEX DONNER ENTERTAINMENT, CORP.  
ALL AMERICAN SCHOOL BUS CORP.  
ALLIED ASBESTOS SERVICE LLC  
ALLSTATE LIFE INSURANCE COMPANY  
ALLSTATE SERVICES GROUP LLC  
AMAZON CAPITAL SERVICES  
AMERICAN EXPRESS  
AMERIFLEX  
ANTHEM LIFE & DISABILITY INSURANCE CO.  
APPRAISERS AND PLANNERS INC.  
ARAMARK  
AUTHNET GATEWAY  
AV DESIGN INTEGRATION  
AWELLS PLUMBING /HEATING LLC  
BABY DUNK  
BALLARD SPAHR LLP  
BASE TECHNOLOGIES, INC.  
BCM ONE  
BEL-AQUA POOL SUPPLY INC.  
THANY HOUSING DEVELOPMENT FUND CORPORATION  
BKD, LLP  
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BOSTON ROAD EQUIPMENT RENTAL  
BOYS & GIRLS CLUB OF HARLEM  
BOYS & GIRLS CLUBS OF AMERICA  
BROADWAY UNLOCKED  
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BSN SPORTS INC  
CABLEVISION  
CARDWORKS ACQURING  
CHARTER COMMUNICATIONS  
CHURCH MUTUAL  
CITY OF FINANCE COMMISSIONER

CLASSY, INC.  
CLEANING SYSTEMS  
CON EDISON  
CONNEY SAFETY  
CREATIVE ART WORKS  
CROWN AWARDS  
CROWN CASTLE FIBER LLC  
CROWN JANITORIAL  
CROWN TROPHY, INC.  
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DE LAGE LANDEN FINANCIAL SERVICES, INC.  
DELL BUSINESS CREDIT  
DELOITTE CONSULTING LLP  
DINOSAUR RESTAURANTS LLC  
DRAIN KLEEN SEWER SERVICES INC.  
EDELMAN SULTAN KNOX WOOD ARCHITECTS LLP  
EFFICIENT COMBUSTION & COOLING CORP.  
EL RAVEN PRODUCTIONS  
EMPIRE FIRE SYSTEMS LLC  
ENGIE  
EXTRA SPACE STORAGE  
FEDERAL EXPRESS CORP.  
FIRST ADVANTAGE BACKGROUND SERVICES CORP.  
FIRSTMARK SERVICES  
FLATBUSH BOYS & GIRLS CLUB, INC.  
FLYER MIKE DESIGNS, LLC  
FOUR SEASONS PROMOS, LLC  
FRANKIE'S CARNIVAL TIME, INC.  
FUZE, INC.  
GEM MECHANICAL LLC  
GIVESMART US, INC.  
GO CHARITY  
GOTHAM ARCHITECTURAL GLASS & SIGN  
GRACI PAVING ASSOCIATES INC.  
GROWTH AND DEVELOPMENT SERVICES, INC.  
HANZEL LI  
HELIUM PLUS EAST INC.  
HILLMANN CONSULTING, LLC  
HSO PRODUCTIONS INC.  
HYDRO LANE, INC.  
IF IT'S WATER, INC.  
INDEPENDENT ELEVATOR INSPECTIONS, INC  
INLAND PRINTING COMPANY  
INSURANCE ARCHAEOLOGY GROUP

INTEGRATED AQUATICS ENGINEERING  
J & L SERVICE NYC INC.  
JMV CONSULTING ENGINEERING, P.C.  
JOHN TODD  
JUNK PROS  
KAUFMAN IRON WORKS  
KIDS IN SEATS INC.  
KIPS BAY BOYS & GIRLS CLUB  
KNIGHT MARKETING CORP.  
KONE INC.  
KUTAK ROCK LLP  
KVL AUDIO VISUAL SERVICES, INC  
LAMB INSURANCE SERVICES  
LAWLESS & MANGIONE  
LAWYERS ALLIANCE FOR NEW YORK  
LEADER ELECTRIC COMPANY  
LEAF COMMERCIAL CAPITAL  
LIBERTY COCA-COLA BEVERAGES LLC  
LIBERTY INDUSTRIAL GAS & WELDING  
LIBERTY SCIENCE CENTER  
LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.  
LOM PROPERTY CONSULTING LLC  
MAGIC MECHANICAL  
MAMA FOUNDATION FOR THE ARTS, INC.  
METROPOLIS GROUP INC.  
METROPOLITAN LIFE  
METROTECH SYSTEMS  
MILLIMAN  
MUTUAL SECURITY SERVICES, INC.  
NARDELLO & CO LLC  
NATIONAL FIRE EXTINGUISHER CO.  
NATIONAL GRID  
NATIONAL MULTIPLE SCLEROSIS SOCIETY  
NEW YORK BOYS' CLUB, INC.  
NEW YORK BUSINESS SYSTEMS  
NEW YORK CITY WATER BOARD  
NEW YORK DEPARTMENT OF LAW  
NEW YORK STATE ALLIANCE  
NFOCUS SOLUTIONS  
NOBLE ELEVATOR COMPANY INC.  
NONPROFIT SOLUTIONS NETWORK CORP.  
NOTES FOR NOTES  
NOVAK FRANCELLA LLC  
NUVISION SOLUTIONS LLC  
NY STATE ALLIANCE  
NYC FIRE DEPARTMENT



NYC WATER BOARD  
NYS DEPT. OF ENVIRONMENTAL CONSERVATION  
ORKIN INC.  
ORKIN PEST CONTROL  
OUTREACH DEVELOPMENT CORP.  
PADUANO & WEINTRAUB LLP  
PITNEY BOWES GLOBAL FINANCIAL  
PITNEY BOWES PURCHASE POWER  
PLYWOOD PICTURES LLC  
POL. WIRE TECH INC.  
POLAR AIR CONDITIONING INC.  
QUILL CORPORATION  
REGINA CATERERS INC.  
ROBINSON'S INDUSTRIAL GAS AND EQUIPMENT CORP.  
ROTO ROOTER PLUMBING SERVICES  
RT TRANSPORTATION & TOURS, LLC  
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SBW, INC.  
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SEND IN THE CLOWNS ENTERTAINMENT  
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STAPLES ADVANTAGE  
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TRANSPERFECT LEGAL SOLUTIONS  
TREMONT ELECTRIC SUPPLY COMPANY  
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TWI-LAQ INDUSTRIES, INC.  
ULINE  
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UNITED WAY  
VAL WIRING CORP.

VENABLE LLP  
VERIZON WIRELESS  
WEBSTER LOCK & HARDWARE CO.

**Schedule 2**

**Client Match List**

<b>NAME</b>	<b>CURRENT/FORMER EPIQ CLIENT</b>
ADP	FORMER
ALLSTATE LIFE INSURANCE COMPANY	FORMER
ALLSTATE SERVICES GROUP LLC	FORMER
AMAZON CAPITAL SERVICES	FORMER
ARAMARK	FORMER
BANK OF AMERICA	FORMER
CABLEVISION	FORMER
CHARTER COMMUNICATIONS	FORMER
CITI BANK	CURRENT
DELL BUSINESS CREDIT	FORMER
EMPIRE BLUECROSS BLUESHIELD	FORMER
FIDELITY	FORMER
GRANT & EISENHOFER, P.A.	FORMER
JPMORGAN	FORMER
MERRILL LYNCH	FORMER
METROPOLITAN LIFE	FORMER
PNC	FORMER
SEEGER WEISS LLP	FORMER
SIGMA	FORMER
STAPLES	FORMER
STAPLES ADVANTAGE	FORMER
TIME WARNER CABLE	FORMER
VERIZON	FORMER
VERIZON WIRELESS	FORMER