

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

In re:

HDC HOLDINGS II, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-12307 (TMH)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR THE RETENTION AND APPOINTMENT  
OF EPIQ CORPORATE RESTRUCTURING, LLC  
AS CLAIMS AND NOTICING AGENT**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby submit this application (this “Section 156(c) Application”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Retention Order”), pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), and 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”), 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 this Section 156(c) Application, the Debtors submit the *Declaration of Sophie Frodsham in Support of Debtors’ Application for the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent*

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<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors’ headquarters are located at 6892 US Hwy 49 North, Hattiesburg, Mississippi 39402.

(the “Frodsham Declaration”), attached hereto as **Exhibit B**, and the *Declaration of Jeffrey Martin in Support of Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”),<sup>2</sup> which was filed contemporaneously herewith and is incorporated herein by reference. In further support of this Section 156(c) Application, the Debtors respectfully state as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 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 (the “Amended Standing Order”). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are section 156(c) of title 28 of the United States Code, section 105(a), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Local Rule 2002-1(f), and the Court’s Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c), instituted by the Office of the Clerk of the Bankruptcy Court (the “Clerk”) on February 1, 2012 (the “Claims Agent Protocol”).

### **BACKGROUND**

3. On the date hereof (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors and debtors in possession pursuant

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

to sections 1107(a) and 1108 of the Bankruptcy Code. No official committee has been appointed in these chapter 11 cases and no request has been made for the appointment of a trustee or examiner.

4. Additional information regarding the Debtors' business, their capital structure, and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

#### **RELIEF REQUESTED**

5. The Debtors request entry of the Retention Order appointing Epiq as the Claims and Noticing Agent for the Debtors and these chapter 11 cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases. The Debtors' selection of Epiq to act as the Claims and Noticing Agent has satisfied the Court's Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (the "Claims Agent Protocol"), in that the Debtors have obtained and reviewed engagement proposals from a minimum of three Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise. The terms of Epiq's proposed retention are set forth in that certain *Standard Services Agreement* between Epiq and the Debtors, dated as of October 2, 2024 (the "Engagement Agreement"), a copy of which is attached hereto as **Exhibit C**; *provided, however*, that the Debtors are seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the proposed Retention Order attached hereto.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 200 parties 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’ business, 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.

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

### **EPIQ’S QUALIFICATIONS**

8. Epiq is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in the District of Delaware.<sup>3</sup>

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<sup>3</sup> See, e.g., *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del.); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del.); *In re Teligent, Inc.*, No. 21-11332 (KBO) (Bankr. D. Del.); *Southland Royalty Co. LLC*, No. 20-10158 (KBO) (Bankr. D. Del.); *In re RUI Holding Corp.*, No. 19-11509, (JTD) (Bankr. D. Del.); *In re THG Holdings LLC*, No. 19-11689 (JTD) (Bankr. D. Del.); *In re HDR Holding, Inc.*, No. 19-11396 (MFW) (Bankr. D. Del.); *In re Joerns WoundCo Holdings, Inc.*, No. 19-11401 (JTD) (Bankr. D. Del.); *In re Insys Therapeutics, Inc.*, No. 19-11292 (KG) (Bankr. D. Del.); *In re Kona Grill, Inc.*, No. 19-10953 (CSS) (Bankr. D. Del.); *In re WMC Mortgage, LLC*, No. 19-10879 (CSS) (Bankr. D. Del.); *In re F+W Media, Inc.*, No. 19-10479 (KG) (Bankr. D. Del.); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Co., LLC*, No. 20-12456 (JTD) (Bankr. D. Del.); *In re Town Sports Int’l LLC*, No. 20-12168, (CSS) (Bankr. D. Del.); *In re RGNGroup Holdings, LLC*, No. 20-11961 (BLS) (Bankr. D. Del.); *In re Tonopah Solar Energy, LLC*, No. 20-11884 (KBO) (Bankr. D. Del.); *In re Lucky Brand Dungarees, LLC*, No. 20-11768 (CSS) (Bankr. D. Del.).

9. 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 Clerk of these administrative burdens and thus serve to maximize the value of the Debtors' estates for all stakeholders.

### **SERVICES TO BE PROVIDED**

10. This Section 156(c) Application pertains only to the services 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 Agreement but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Section 156(c) Application or by any order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- a. Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable: (i) notice of the commencement of the chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable); (ii) notices of transfers of claims; (iii) notices of objections to claims and objections to transfers of claims; (iv) notice of any auction or sale proceeding; (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. Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs 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, and 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 that 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. File a quarterly updated claims register with the Court in alphabetical and numerical order, and if there has been no claims activity, file a Certification of No Claim Activity;
- n. Relocate, by messenger or overnight delivery, all of the Court-filed proofs of claim to Epiq’s offices, not less than weekly;

- o. Upon completion of the docketing process for all claims received to date for each chapter 11 case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- p. 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;
- q. Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- r. 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;
- 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 such party to correct any such error;
- t. If these chapter 11 cases are converted to cases under 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 these chapter 11 cases;
- 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; and
- v. Within fourteen (14) days of notice to Epiq of entry of an order dismissing or converting these chapter 11 cases or within twenty-eight (28) days of entry of a final decree closing the chapter 11 cases, (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF; and (iii) docket a final claims register. If these chapter 11 cases are jointly administered, one combined register shall be docketed in the lead case containing claims of all the chapter 11 cases.

11. The Claims Register 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**

12. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and 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. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the 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.

13. Prior to the Petition Date, the Debtors provided Epiq with a retainer in the amount of \$25,000. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount and thereafter, to hold the remainder during these chapter 11 cases as security for payment of Epiq's final invoice for services rendered and expenses incurred. Except as stated in this paragraph, Epiq has not received any payments from the Debtors in the ninety (90) days prior to the Petition Date.

14. 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 the Retention Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of the Claims and Noticing Agent in these chapter 11 cases.

**DISINTERESTEDNESS**

15. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), 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 Frodsham Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

16. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Frodsham 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.

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

**BASIS FOR RELIEF REQUESTED**

18. The Court is permitted to appoint Epiq as Claims and Noticing Agent in these chapter 11 cases. Pursuant to 28 U.S.C. § 156(c), the Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

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.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. See Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(f) provides that “[u]pon motion of the debtors 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).” Del. Bankr. L.R. 2002-1(f). Moreover, Local Rule 2002-1(f) requires the appointment of a notice and/or claims agent in all cases with more than 200 creditors listed on the creditor matrix. *See id.* The Debtors’ creditor matrix contains more than 200 creditors and, accordingly, the appointment of Epiq as Claims and Noticing Agent is consistent with, and required by, the Local Rules.

19. The appointment of Epiq as Claims and Noticing Agent will help to expedite and more efficiently facilitate the administration of these chapter 11 cases, and will relieve the Clerk’s office of administrative burdens. For these reasons, the Debtors respectfully submit that Epiq’s appointment as Claims and Noticing Agent is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors’ estates for all stakeholders.

#### **COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL**

20. The Debtors’ selection of Epiq to act as the Claims and Noticing Agent has satisfied the Claims Agent Protocol in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Epiq’s rates are competitive and reasonable given Epiq’s quality of services and expertise.

**RELIEF AS OF PETITION DATE IS APPROPRIATE**

21. 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 Section 156(c) Application. No party in interest will be prejudiced by the granting relief as of the Petition Date as proposed in this Section 156(c) Application, because Epiq has provided and continues to provide valuable services to the Debtors' estates during the interim period.

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

**NOTICE**

23. Notice of this Section 156(c) Application has been given to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for BMO Bank, N.A.; (iii) counsel for Hancock Whitney Bank; (iv) holders of the thirty (30) largest unsecured claims on a consolidated basis against the Debtors; (v) the Internal Revenue Service; (vi) the Office of the United States Attorney for the District of Delaware; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. Notice of this Section 156(c) Application and any order entered hereon will be served in accordance with 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.

*[Remainder of Page Intentionally Left Blank]*

**CONCLUSION**

WHEREFORE, the Debtors request entry of the Retention Order, granting the relief requested herein and such other and further relief as is just and proper.

Dated: October 10, 2024

/s/ Jeffrey Martin

Jeffrey Martin

Chief Restructuring Officer

**EXHIBIT A**

**Proposed Retention Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

HDC HOLDINGS II, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-12307 (TMH)

(Jointly Administered)

Ref: Docket No. \_\_\_\_

**ORDER AUTHORIZING THE RETENTION AND APPOINTMENT OF EPIQ  
CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT**

Upon consideration of the application (the “Section 156(c) Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order, pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f), retaining and appointing Epiq Corporate Restructuring, LLC (“Epiq”) as Claims and Noticing Agent 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’ chapter 11 cases, and (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; and upon the First Day Declaration and the Frodsham Declaration; and due and proper notice of the Section 156(c) Application having been given; and it appearing that no other or further notice of the Section 156(c) Application is required; and it appearing that this Court has jurisdiction to

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors’ headquarters are located at 6892 US Hwy 49 North, Hattiesburg, Mississippi 39402.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Section 156(c) Application.

consider the Section 156(c) Application in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Section 156(c) Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Section 156(c) Application and provided for herein is in the best interest of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Section 156(c) Application is GRANTED as set forth herein.
2. The Debtors are authorized to retain 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 these chapter 11 cases, and all related tasks, all as described in the Section 156(c) Application.
3. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
4. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.
5. Epiq is authorized to take such other action to comply with all duties set forth in the Section 156(c) Application and this Order.
6. 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).

7. Without further order of this Court, the Debtors are authorized to compensate Epiq in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed monthly 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 as the Claims and Noticing Agent.

8. Epiq shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, proposed counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

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

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

11. Epiq may apply its retainer to all prepetition invoices, which advance shall be replenished to the original retainer amount, and thereafter, Epiq may hold its retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtors shall indemnify Epiq under the terms of the Engagement Agreement, as modified pursuant to this Order.

13. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these chapter 11 cases, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to Epiq before the entry of an order by this Court

approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution, or reimbursement.

16. Notwithstanding anything to the contrary in the Engagement Agreement, during these chapter 11 cases, the limitation of liability contained in paragraph 9 of the Engagement Agreement shall be given no effect.

17. In the event Epiq is unable to provide the services set out in this Order, Epiq will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

18. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for services that are to be performed by Epiq but is not specifically authorized by this Order.

19. Epiq shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of this 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 any and all actions necessary to effectuate the relief granted herein.

22. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

23. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**EXHIBIT B**

**Frodsham Declaration**

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

In re:

HDC HOLDINGS II, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-12307 (TMH)

(Joint Administration Requested)

**DECLARATION OF SOPHIE FRODSHAM IN SUPPORT OF DEBTORS’  
APPLICATION FOR THE RETENTION AND APPOINTMENT OF EPIQ  
CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT**

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

1. I am a Consulting Director of Epiq Corporate Restructuring, LLC (“Epiq”), a chapter 11 administrative services firm with offices located at 777 3rd Ave., 12th Floor, New York, New York 10017. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors’ (collectively, the “Debtors”) application for appointment of Epiq as Claims and Noticing Agent, which was filed contemporaneously herewith (the “Section 156(c) Application”).<sup>2</sup>

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

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: HDC Holdings II, LLC (2013); HDC Holdings III, LLC (3296); CCM Capital Assets, LLC (9451); Channel Control Merchants, LLC (3319); Dirt Cheap I, LLC (9433); CCM Support Services, LLC (2059); CCM Wholesale SE, LLC (7219); Channel Control Merchants of Texas, LLC (8091); Creative Sales Solutions, LLC (1691); Dirt Cheap Arkansas, LLC (0244); Dirt Cheap Building Supplies, LLC (0880); Dirt Cheap of Georgia, LLC (0269); Dirt Cheap of Louisiana, LLC (0067); Dirt Cheap SE, LLC (4928); Dirt Cheap Tennessee, LLC (1273); Treasure Hunt, LLC (9393); CCM Wholesale, LLC (7219); Channel Control Merchants of California, LLC (9011); and CAL Support Services, LLC (2859). The Debtors’ headquarters are located at 6892 US Hwy 49 North, Hattiesburg, Mississippi 39402.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Section 156(c) 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 several recent cases filed in this District.<sup>3</sup>

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

5. 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 shall include a detailed listing of services and expenses. Epiq has received a \$25,000 retainer from the Debtors and will first apply the retainer to all prepetition invoices, and any balance will be held as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

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

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<sup>3</sup> See, e.g., *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del.); *In re MediaMath Holdings, Inc.*, No. 23-10882 (LSS) (Bankr. D. Del.); *In re Teligent, Inc.*, No. 21-11332 (KBO) (Bankr. D. Del.); *Southland Royalty Co. LLC*, No. 20-10158 (KBO) (Bankr. D. Del.); *In re RUI Holding Corp.*, No. 19-11509, (JTD) (Bankr. D. Del.); *In re THG Holdings LLC*, No. 19-11689 (JTD) (Bankr. D. Del.); *In re HDR Holding, Inc.*, No. 19-11396 (MFW) (Bankr. D. Del.); *In re Joerns WoundCo Holdings, Inc.*, No. 19-11401 (JTD) (Bankr. D. Del.); *In re Insys Therapeutics, Inc.*, No. 19-11292 (KG) (Bankr. D. Del.); *In re Kona Grill, Inc.*, No. 19-10953 (CSS) (Bankr. D. Del.); *In re WMC Mortgage, LLC*, No. 19-10879 (CSS) (Bankr. D. Del.); *In re F+W Media, Inc.*, No. 19-10479 (KG) (Bankr. D. Del.); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Co., LLC*, No. 20-12456 (JTD) (Bankr. D. Del.); *In re Town Sports Int'l LLC*, No. 20-12168, (CSS) (Bankr. D. Del.); *In re RGNGroup Holdings, LLC*, No. 20-11961 (BLS) (Bankr. D. Del.); *In re Tonopah Solar Energy, LLC*,

- 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.

7. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Section 156(c) 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 I**. 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 (3) years, these parties have been identified on a list annexed hereto as **Schedule II** (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 chapter 11 cases.

8. 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.

9. 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 adverse connection to the Debtors, their creditors, or other relevant parties. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

10. 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.

11. 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.

12. 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.

13. 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: (i) prior to the Debtors commencing these chapter 11 cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including

the Parent Board Designees, work in 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).

14. 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.

15. 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 these chapter 11 cases.

16. Epiq has not been retained to assist any entity or person other than the Debtor on matters relating to, or in connection with, these 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.

17. 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’ estates with respect to any matter upon which Epiq is to be engaged.

18. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties.

19. 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.

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.

Executed on October 10, 2024

/s/ Sophie Frodsham

Sophie Frodsham  
Consulting Director  
Epiq Corporate Restructuring, LLC  
777 3rd Avenue, 12th Floor  
New York, NY 10017

**Schedule I**

**Potential Parties in Interest**

**HDC Holdings II, LLC**

***Potential Parties in Interest***

**Debtors**

HDC Holdings II, LLC  
HDC Holdings III, LLC  
CCM Capital Assets, LLC  
Channel Control Merchants, LLC  
Dirt Cheap I, LLC  
CCM Support Services, LLC  
CCM Wholesale SE, LLC  
Channel Control Merchants of Texas, LLC  
Creative Sales Solutions, LLC  
Dirt Cheap Arkansas, LLC  
Dirt Cheap Building Supplies, LLC  
Dirt Cheap of Georgia, LLC  
Dirt Cheap of Louisiana, LLC  
Dirt Cheap SE, LLC  
Dirt Cheap Tennessee, LLC  
Treasure Hunt, LLC  
CCM Wholesale, LLC  
Channel Control Merchants of California, LLC  
CAL Support Services, LLC

**Non-Debtor Affiliates**

Hilco Trading, LLC  
Hilco Merchant Resources, LLC  
Treasure Aggregator LLC  
Behrens CCM, LLC  
SDW Partners LP  
Bill & Leslie Cornog Living Trust  
G-III Investments, Inc.  
Treasure Blocker GP LLC  
Treasure Topco LLC  
Treasure Intermediate LLC

**Debtors' Advisors**

Epiq Corporate Restructuring, LLC  
8627690 Canada Inc. (d/b/a Mosaic Growth Partners)  
Young Conaway Stargatt & Taylor, LLP

**Banks**

BankPlus

Bank of Montreal  
BMO Bank N.A. (f/k/a BMO Harris Bank, N.A.)  
Cadence Bank  
Citizens Bank, N.A.  
Community Bank of Mississippi  
First Horizon Bank  
Hancock Whitney Bank  
Merchants & Marine Bank  
PNC Bank  
Regions Bank  
Sothorn Bancorp  
The First Bank  
The Peoples Bank  
Trustmark

**Equity Holders**

Behrens CCM, LLC  
Bill & Leslie Cornog Living Trust  
G-III Investments, Inc.  
SDW Partners, LP  
Treasure Aggregator LLC

**Guarantor**

HDC Acquisition LLC

**Lenders and Other Lienholders**

Whitney Bank (d/b/a Hancock Bank)  
PNC Bank, National Association (f/k/a Compass Bank)  
BMO Bank N.A. (f/k/a BMO Harris Bank, N.A.)  
Hilco Trading, LLC  
KKR North America Fund XI (Wave) L.P.  
Brent Tree Shipping Center, LTD; Brent Tree S/C, LCC  
Cottonwood Creek S/C I, Ltd; Cottonwood Creek GP I, LLC  
WC South Properties LP  
Treasure Topco LLC

**Lenders' Advisors**

Carver Darden Koretzky Tessier Finn  
Blossman & Areaux LLC  
Faegre Drinker Biddle & Reath LLP  
Vedder Price  
Womble Bond Dickinson (US) LLP

**Material Vendors and Contract**

**Counterparties**

Amazon.com Services, LLC  
Claire's  
Classic Brands, LLC  
Classic Brands ABC  
Dormify  
Fleet Farm, LLC  
Floor Found, Inc.  
Funai Service Corporation  
Haas Outdoors, Inc.  
Hilco Wholesale Solutions, LLC  
HSL Ventures, Inc.  
Lowe's  
MerchSource, LLC  
Macy's Corporate Services, LLC  
Nordstrom, Inc.  
Overstock.com, Inc.  
Penney OpCo LLC  
Pilot Travel Centers LLC  
Quiet Logistics  
Rite Aid  
Sohnen Enterprises, Inc.  
Standvast Fulfillment, Inc.  
ThredUp Inc.  
Tri Mountain  
Tvilum, LLC  
Vantage Inc. (d/b/a Acquico)  
Walmart

**Top 30 Unsecured Creditors**

Target Corp. Salvage Dept.  
Amazon.com Services LLC  
The Recon Group LLC  
Minglewood Properties LTD  
Macys-Bloomingdales  
Salesforce.com INC  
Ernst & Young US LLP  
Academy Sports Outdoors, Inc

Classic Brands LLC  
Corporate Billing, LLC  
Sunset Forest Products, INC  
Viking Forest Products LLC  
Nordstrom, INC.  
Kenco Label & Tag Co. LLC  
Dicks Sporting Goods, Inc.  
Lowe's  
Inmar Supply Chain Solutions, LLC  
Concord USA LLC  
Schneider National Carriers, Inc  
CSS Inc.  
24/7 Shop At Home Inc.  
Blue Mountain Industrial Park, LLC  
Home Depot  
Fixture Zone, Inc.  
Total Quality Logistics LLC  
AFCO  
On Partners  
Staples 960  
Synergy It Solutions of NYS, Inc.  
Omniveillance

**Insurance Providers & Brokers**

CNA Insurance  
Tokio Marine HCC  
Travelers Insurance  
Zurich American Insurance Company

**Landlords**

3045 East Texas LLC  
3045 East Texas Street LLC  
551-587 South Lowry Street LLC  
551-587 South Lowry Street LLC  
805 Realty Corp  
805 Realty Corp  
Academy Equities LLC  
Action 49 Junction LLC  
Adams Center LTD  
Ambassador Way Shopping Center LLC  
Amory LLC  
Aschaffenburg Investments, LLC  
Baron 551 LLC  
Battlefield Centre LLC  
Blue Mountain Industrial Park LLC  
Brenda Faye Boyles



Cleveland Properties LLC  
Coleman Hammons

Compass Bank  
Daniel G Kamin Mccomb LLC  
Demopolis Towne Center LLC  
The Dillard Trulove Trust B, Grantor Trust  
Eli Erlich  
Eules Capital LP  
Ferry Pass Station Inc  
Gibbs Development LLC  
Greenwood Station LLC  
Gulfport/Orange Grove Associates LTD  
Hillsboro-WM LTD  
Homewood Property LLC  
Hudspeth Properties LLC  
Janice Champlin  
JB Levert Land Company LLC  
LA3 Centers LP  
LBO Properties  
Lewisburg Commons LLC  
Lewko Properties LLC  
Louis Wiener  
Mercury Plaza GP  
Minglewood Properties LTD  
Monroe Retail Group LLC  
MS Equities LLC  
Mystic LLC  
Phillips Distributors Inc  
Pine Tree Plaza LLC  
Realvest LLC  
Ria Gatlinburg Properties LLC  
Rigeland Realty Jjg LLC  
Rigeland Realty LLC  
Robert N Graham LLC  
Roma Street Management LLC  
Searcy Square LLC  
Second Street of Madison LLC  
Sherman Boyles, JR  
Shows Development Inc  
Southern Development of Mississippi Inc  
Spiller LLC  
T Hall Andalusia LLC  
Tangilena Village Inc.  
Thomasville Mart LLC  
TLBT LLC

Tombstoneman LLC  
Town Square of Columbia LLC  
V & V LLC  
Vaquero Broadway Partners LP  
Watwood Investments LLC  
Waveland Choctaw Plaza LLC  
Westbrook Mart LLC  
WFP Baymont LP

#### Utility Companies

Alabama Power Company – Birmingham  
Alcorn County Electric Power Association  
Amory Water & Electric Department  
Andalusia, Alabama Utilities  
Anniston Water Works & Sewer Board  
Atmos Energy  
Bossier City Public Utilities  
CenterPoint Energy  
CDE Lightbrand – Clarksville Department  
of Electricity  
City of Batesville, Mississippi  
City of Bogalusa, Louisiana  
City of Brookhaven, Mississippi  
City of Carthage, Mississippi  
City of Columbia, Mississippi  
City of Cornith Gas & Water  
City of Fort Oglethorpe, Georgia  
City of Gautier, Mississippi  
City of Gulfport, Mississippi  
City of Hammond, Louisiana  
City of Hattiesburg, Mississippi  
City of Longbeach, Mississippi  
City of Lucedale, Mississippi  
City of Marshall, Texas  
City of McComb, Mississippi  
City of Meridian, Mississippi  
City of Monroe, Louisiana  
City of Petal, Mississippi  
City of Picayune, Mississippi  
City of Ridgeland, Mississippi  
City of Searcy, Arkansas  
City of Slidell, Louisiana  
City of Thomasville, Alabama  
City of Tupelo  
City of Tuscaloosa Water and Sewer  
City of Waveland, Mississippi

City of Waynesboro, Mississippi  
 City of West Point Water and Light  
 Department  
 City of Wiggins, Mississippi  
 City of Zachary, Louisiana  
 Cleco Power LLC  
 Coast Electric Power Association  
 Clarksville Gas & Water  
 Columbus Light & Water Department  
 Consolidated Waterworks District No 1  
 Demopolis Water Works & Sewer Board  
 Dothan Utility Services  
 Emerald Coast Utilities Authority  
 Entergy Arkansas  
 Entergy Golf States Louisiana  
 Entergy Louisiana  
 Entergy Mississippi  
 Euless City Water Office  
 Four County Electric Power Association  
 FPL Northwest FL  
 Greenwood Utilities  
 Homewood Property, LLC  
 Huntsville Utilities  
 Lafayette Utilities System  
 Lewisburg Electric System  
 Lewisburg Gas Department  
 Lewisburg Water & Wastewater  
 Louisville Electric System  
 Madison Utilities  
 Mobile Area Water and Sewer System  
 Middle Tennessee Electric  
 Mississippi Power  
 Murfreesboro Water and Sewer Department  
 Nashville Electric Service  
 North Georgia EMC  
 Pearly River Valley Electric Power  
 Association  
 Philadelphia Utilities  
 Piedmont Natural Gas  
 Rawls Springs Utility District  
 Ripley Gas Water and Waste  
 Searcy Water Utilities  
 Singing River Electric  
 Southern Pine Electric  
 Spire Inc. (Alabama Gas Corporation;  
 Wilmut Gas)

Southeast Alabama Gas District  
 Southwestern Electric Power Company  
 Summit Utilities  
 Smyrna Utilities Department  
 Starkville Utilities  
 Tallahatchie Valley Electric  
 Terrebonne Parish Consolidated  
 Government  
 Tippah Electric Power Association  
 Town of Amite City, Louisiana  
 Town of Blue Mountain, Mississippi  
 Town of Franklinton, Louisiana  
 Tupelo Water & Light  
 TXU Energy  
 Washington-St. Tammany Electric  
 Cooperative, Inc.  
 Water Authority of Dickson County  
 Water Works and Sewer Board of the City  
 of Jackson, Alabama  
 West Escambia Utilities, Inc.

#### **Litigation Parties**

Andra Chaney  
 Anthony Kenney  
 Aqualin Brown  
 Barry Murdock  
 Benjamin Kuhn  
 Bertha C. Murphy  
 Ccm Associates II LLC  
 Cynthia A. Collins  
 Forrest General Hospital  
 Greg Pender  
 International Automotive Components  
 Group North America, Inc.  
 JBMW Enterprises Inc. d/b/a Servpro  
 Central East Baton Rouge Parish  
 Johnniemae Dixon  
 Latanya Aristle  
 Lawanda Moore  
 Lobirtha Bardell  
 Louis Harts, JR  
 Louisiana Department of Health Office of  
 Public Health - Permit Unit  
 Lucy Bowens  
 Mary Lynne Lapeyrouse-Moore  
 Mia Gauthier

Milton 2434 South 1-35, LLC  
Patsy Hayes  
Rick Walter Skogg  
Robert J. Breland  
Ruby P. James  
Seth Marks  
Sonja Jones  
State Of Louisiana Department of Health  
Stormy Joleen Bretmann-Skogg  
Tennessee Department of Labor - LSU  
The State of Texas  
Tishema Brown  
Trustmark National Bank  
Wiceria Lanae Myers  
Y&O WF, LLC

**Directors & Officers**

Jeffrey B. Heckman  
John P. Chen  
Benjamin L. Nortman  
Evan Behrens  
Steven Wisch  
William L. Cornog

**Governmental Agencies/Taxing**

**Authorities**

Escambia County, Alabama  
Calhoun County, Alabama  
Clarke County, Alabama  
Coffee County, Alabama  
Covington County, Alabama  
Houston County, Alabama  
Lee County, Alabama  
Madison County, Alabama  
Mobile County, Alabama  
J.T. Smallwood, Tax Collector  
Susan D. Jones, Tax Collector  
Garland County, Arkansas  
Mississippi County Collector (Arkansas)  
Pulaski County, Arkansas  
Escambia County, Florida  
Catoosa County, Georgia  
Muscogee County, Georgia  
Bossier Parish, Louisiana  
City of Bogalusa, Louisiana  
City of Bossier City, Louisiana

City of Hammond, Louisiana  
City of Lafayette, Louisiana  
City of Monroe, Louisiana  
City of Ville Platte, Louisiana  
Evangeline Parish, Louisiana  
Lafayette Parish, Louisiana  
Parish of East Baton Rouge, Louisiana  
Ouachita Parish, Louisiana  
St. Tammany Parish, Louisiana  
Tangipahoa Parish, Louisiana  
Terrebonne Parish, Louisiana  
Town of Amite City, Louisiana  
Town of Franklinton, Louisiana  
Washington Parish, Louisiana  
Adams County, Mississippi  
Alcorn County, Mississippi  
Blake Pickering Tax Collector  
Charles E. Williams, Tax Collector  
City of Corinth, Mississippi  
City of Forest, Mississippi  
City of Louisville, Mississippi  
City of West Point, Mississippi  
Clay County, Mississippi  
Forrest County, Mississippi  
George County, Mississippi  
Harrison County, Mississippi  
Hancock County, Mississippi  
Jackson County, Mississippi  
Leake County, Mississippi  
Lee County, Mississippi  
Leflore County, Mississippi  
Marion County, Mississippi  
Madison County, Mississippi  
Monroe County, Mississippi  
Neshoba County, Mississippi  
Lauderdale County, Mississippi  
Lamar County, Mississippi  
Lowndes County, Mississippi  
Ottobbeha County, Mississippi  
Panola County, Mississippi  
Pearl River County, Mississippi  
Pike County, Mississippi  
Rankin County, Mississippi  
Scott County, Mississippi  
Simpson County, Mississippi  
Tippah County, Mississippi

Wayne County, Mississippi  
Winston County, Mississippi  
Yazoo County, Mississippi  
City of Clarksville, Tennessee  
City of Fairview, Tennessee  
City of Lewisburg, Tennessee  
City of Memphis, Tennessee  
City of Millington, Tennessee  
City of Murfreesboro, Tennessee  
Marshall County, Tennessee  
Metropolitan Trustee  
Montgomery County, Tennessee  
Rutherford County, Tennessee  
Shelby County, Tennessee  
Williamson County, Tennessee  
Bexar County, Texas  
Brazoria County, Texas  
Carrollton-Farmers Branch ISD  
City of Tyler, Texas  
CNP Utility District  
Comal County, Texas  
Dallas County, Texas  
Denton County, Texas  
Ellis County Tax Collector  
Harris County, Texas  
Harrison Central Appraisal District  
Hill County Appraisal District Tax Collector  
Hill County Tax Office  
McLennan County, Texas  
Nacogdoches Central Appraisal District  
Smith County, Texas  
Spring ISD Tax Office  
Tarrant County, Texas  
Taylor County Appraisal District

**Judges**

Dorsey, John T.  
Goldblatt, Craig T.  
Horan, Thomas M.  
Owens, Karen B.  
Shannon, Brendan L.  
Silverstein, Laurie Selber  
Stickles, J. Kate  
Walrath, Mary F.

**Office of the United States Trustee**

Benjamin Hackman  
Christine Green  
Diane Giordano  
Dion Wynn  
Edith A. Serrano  
Elizabeth Thomas  
Fang Bu  
Hannah M. McCollum  
Hawa Konde  
Holly Dice  
James R. O'Malley  
Jane Leamy  
Jonathon Lipshie  
Jonathon Nyaku  
Joseph Cudia  
Joseph McMahon  
Lauren Attix  
Linda Casey  
Linda Richenderfer  
Malcolm M. Bates  
Michael Girello  
Nyanquoi Jones  
Richard Schepacarter  
Rosa Sierra-Fox  
Shakima L. Dortch  
Timothy J. Fox, Jr.

**Schedule II**

**Client Match List**

TXU Energy

**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 1, 2025. 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 travel expenses.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

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

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

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

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications,





applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

## **6. Bank Accounts**

At the request of the Client or Client Parties, Epiq shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client to facilitate distributions pursuant to a Chapter 11 plan or other transactions. To the extent such accounts or other financial products are provided to the company, pursuant to Epiq's agreement(s) with financial institutions, Epiq may receive fees and other compensation from such institutions.

## **7. Disposition of Data.**

- 7.1 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.
- 7.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.



## **8. 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.

## **9. 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.



#### **10. 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.

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

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

#### **12. General**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.



- 12.7 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.
- 12.8 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.
- 12.9 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.



12.10 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:

Channel Control Merchants, LLC  
6892 Highway 49 North  
Hattiesburg, MS 39402  
Attn: Jeff Martin

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

Channel Control Merchants, LLC  
6892 Highway 49 North  
Hattiesburg, MS 39402  
Attn: Jeff Martin

Email: [payables@ccmllc.com](mailto:payables@ccmllc.com)

12.12 The “Effective Date” of this Agreement is October 2, 2024.



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, consisting of stylized, cursive letters.

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

**CHANNEL CONTROL MERCHANTS LLC**

By: A black ink signature of Jeff Martin, consisting of stylized, cursive letters.

\_\_\_\_\_  
Name: Jeff Martin  
Title: Chief Restructuring Officer



## **SERVICES SCHEDULE**

### **SCHEDULES/STATEMENT PREPARATION**

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
  - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
  - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
  - Coordinate collection of data from Client and advisors.
  - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

### **CLAIMS MANAGEMENT**

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
  - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - Date received;
  - Claim number assigned; and
  - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

### **NOTICING**

- Prepare and serve required notices in these Chapter 11 cases, including:
  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - Notice of any auction sale hearing;
  - Notice of the claims bar date;
  - Notice of objection to claims;
  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.





- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

### **BALLOTING/TABULATION**

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
  - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
  - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
  - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
  - Coordinate distribution of solicitation documents.
  - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
  - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
  - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
  - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.
  - Undertake such other duties as may be requested by the Client.

### **CALL CENTER**

- Provide state-of-the-art Call Center facility and services, including (as needed):
  - Create frequently asked questions, call scripts, escalation procedures and call log formats.
  - Record automated messaging.
  - Train Call Center staff.
  - Maintain and transmit call log to Client and advisors.



**MISCELLANEOUS**

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



## **PRICING SCHEDULE**

### **CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
IT / Programming	\$65.00 – \$85.00
Case Managers	\$85.00 – \$185.00
Project Managers/Consultants/ Directors	\$185.00 – \$195.00
Solicitation Consultant	\$195.00
Executive Vice President, Solicitation	\$195.00
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	No Charge
Publication Noticing	Quoted at time of request

### **DATA MANAGEMENT RATES**

Creditor/Data Records, Maintenance & 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**

On-Line Claim Filing	NO CHARGE
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<sup>1</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

\*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	No Charge

### **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