

Darren Azman, Esq. (admitted *pro hac vice*)  
Kristin K. Going, Esq. (admitted *pro hac vice*)  
Gregg Steinman, Esq. (admitted *pro hac vice*)  
Joel C. Haims, Esq. (admitted *pro hac vice*)  
Steven Z. Szanzer, Esq. (admitted *pro hac vice*)

**MCDERMOTT WILL & SCHULTE**

One Vanderbilt Avenue  
New York, New York 10017  
Telephone: (212) 547-5400  
Facsimile: (212) 547-5444  
Email: kgoing@mwe.com  
dazman@mwe.com  
gsteinman@mwe.com  
jhaims@mwe.com  
sszanzer@mwe.com

James S. Carr, Esq.  
Connie Y. Choe, Esq.  
**KELLEY DRYE & WARREN LLP**  
7 Giralda Farms  
Suite 340  
Madison, NJ 07940  
Tel: (973) 503-5900  
Fax: (973) 503-5950  
Email: jcarr@kelleydrye.com  
cchoe@kelleydrye.com

*Proposed Co-Counsel to the Official  
Committee of Unsecured Creditors*

*Proposed Counsel to the Official Committee  
of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

STG LOGISTICS, INC., *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

**Hearing: Only if an Objection is Timely Filed  
Objection Deadline: March 6, 2026**

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF STG LOGISTICS, INC., *ET AL.*, FOR ENTRY OF  
AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION  
OF KELLEY DRYE & WARREN LLP AS CO-COUNSEL  
TO THE COMMITTEE, EFFECTIVE AS OF FEBRUARY 1, 2026**

<sup>1</sup> The last four digits of Debtor STG Logistics, Inc.'s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The Debtors' service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

The Official Committee of Unsecured Creditors (the “Committee”) of STG Logistics, Inc., *et al.*, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), submits this application (the “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the employment of Kelley Drye & Warren LLP (“Kelley Drye”) as co-counsel to the Committee effective as of February 1, 2026, pursuant to sections 327, 328(a), 330, 331 and 1103(a) of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 2014-1 and 2016-1(a) of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”), and the U.S. Trustee Guidelines (defined below).

In support of the Application, the Committee submits the *Declaration of James S. Carr in Support of the Application of the Official Committee of Unsecured Creditors of STG Logistics, Inc., et al. for Entry of an Order Authorizing the Employment and Retention of Kelley Drye & Warren LLP as Co-Counsel to the Committee, Effective as of February 1, 2026* (the “Carr Declaration”), attached hereto as **Exhibit B**, and the *Declaration of Gearoid Moore in Support of the Application of the Official Committee of Unsecured Creditors of STG Logistics, Inc., et al., for Entry of an Order Authorizing the Employment and Retention of Kelley Drye & Warren LLP as Co-Counsel, Effective as of February 1, 2026* (the “Moore Declaration”), representative of the chairperson of the Committee, attached hereto as **Exhibit C**, both of which are incorporated herein by reference. In further support of the Application, the Committee respectfully states:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court under Title 11* of the United States District Court for the District of New Jersey, dated as of September 18, 2012. The Application is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested in the Application are sections 327, 328(a), 330, 331 and 1103(a) of the Bankruptcy Code. Relief is also proper pursuant to Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1(a) and is consistent with the U.S. Trustee Guidelines. Compensation will be allowed and paid in accordance with sections 330 and 331 of the Bankruptcy Code and the Compensation Order (defined below).

### **BACKGROUND**

4. On January 12, 2026 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Court commencing the above captioned chapter 11 cases (the “Cases”). Since the Petition Date, the Debtors have remained in possession of their assets and have continued to operate and manage their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On January 28, 2026, the Office of the United States Trustee for Region 3 (the “U.S. Trustee”) appointed a three-member Committee consisting of: (i) Star Accurate Intermodal Inc.; (ii) Infosys Limited; and (iii) ProDrivers Staffing, Inc., which was selected as the chairperson of the Committee.<sup>2</sup>

---

<sup>2</sup> Docket No. 198.

6. On January 30, 2026, the Committee selected McDermott Will & Schulte (“McDermott”) as its counsel. On February 1, 2026, the Committee selected Kelley Drye as its co-counsel. On February 2, 2026, the Committee selected Province, LLC (“Province”) as its financial advisor.

**RELIEF REQUESTED**

7. By the Application, the Committee requests entry of an order, substantially in the form of the Proposed Order, approving the employment of Kelley Drye, effective as of February 1, 2026, which is the date the Committee selected Kelley Drye to serve as its co-counsel and the date Kelley Drye began rendering services to the Committee. Subject to the terms set forth below, the Committee seeks to employ Kelley Drye pursuant to Kelley Drye’s normal hourly rates in effect when services are rendered, subject to an agreed-upon fee cap as set forth below, and normal reimbursement policies, subject to Local Rule 2016-1(a) and the *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of This Court* (the “Compensation Order”).<sup>3</sup>

**THE EMPLOYMENT OF KELLEY DRYE IS WARRANTED**

8. In selecting Kelley Drye, the Committee sought a law firm with a New Jersey bankruptcy presence and attorneys with considerable experience representing unsecured creditors and committees in complex chapter 11 cases like the Cases. The Committee seeks to employ Kelley Drye to, among other things, (i) advise the Committee on local practice and procedures, (ii) provide the Committee cost-effective counsel to assist McDermott on various

---

<sup>3</sup> Docket No. 233.

matters, including investigation and litigation matters, and (iii) work with McDermott and Province to advance the Committee's objectives.

9. The Committee believes Kelley Drye possesses extensive knowledge and expertise in the substantive areas of law relevant to these Cases and is well qualified to serve as co-counsel to the Committee. Kelley Drye has represented unsecured creditors' committees in numerous other chapter 11 cases. Kelley Drye also has a broad-based practice in other key areas of law relevant to these Cases. As a result, Kelley Drye can supplement the work undertaken by McDermott as needed to represent the Committee's interests in an efficient and cost-effective manner. Furthermore, with offices located in Madison, New Jersey, Kelley Drye has represented unsecured creditors' committees successfully as lead and co-counsel in other New Jersey cases such as Del Monte Foods, Thrasio, BowFlex, Rite Aid, Christopher & Banks, Kid Brands, New York & Co. and Sarar. Overall, the Committee believes Kelley Drye is well qualified to serve as co-counsel to the Committee in the Cases.

10. The Committee also believes that Kelley Drye's employment should be effective as of February 1, 2026. Such relief is warranted by the circumstances presented by the Cases. Kelley Drye was required to commence work immediately on time-sensitive matters when the Committee selected Kelley Drye as its co-counsel on February 1, 2026, and was required to devote resources to the Cases pending the submission of the Application to the Court.

11. In addition, by separate applications filed contemporaneously herewith, the Committee seeks to employ: (i) McDermott as its co-counsel; and (ii) Province as its financial advisor. No prior application for the relief requested in the Application has been presented to the Court or any other court.

**I. Scope of Services**

12. Kelley Drye will serve as co-counsel to the Committee, and will render, among other things, the following legal services:

- (a) advise the Committee with respect to New Jersey local rules and procedures, including with respect to preparation, filing, and service of pleadings and Court appearances;
- (b) appear before the Court, and any other federal, state or appellate court on behalf of the Committee;
- (c) prepare any pleadings, including motions, memoranda, complaints, objections, and responses to any of the foregoing;
- (d) advise the Committee with respect to its rights, duties and powers in the Cases;
- (e) assist and advise the Committee in its consultations with other parties in connection with the administration of the Cases;
- (f) assist the Committee in its investigation of the acts, conduct, assets, liabilities, and financial condition of the Debtors;
- (g) assist the Committee in connection with the proposed plan process;
- (h) assist the Committee in analyzing the claims of the Debtors' creditors; and
- (i) advise and represent the Committee in connection with matters generally arising in the Cases.

13. Kelley Drye will coordinate with McDermott and Province to avoid duplication of efforts.

**II. Kelley Drye's Disinterestedness and Disclosure Concerning Conflicts of Interest**

14. As more fully set forth in the Carr Declaration, Kelley Drye reviewed the Debtors' list of interested persons and entities involved in these Cases (the "PII List"), a copy of which is attached to the Carr Declaration as Schedule 1. The parties on the PII List were cross-referenced against Kelley Drye's conflict system consistent with the U.S. Trustee's requirements.

15. Kelley Drye does not represent, or have any other connection with, any of the parties in interest listed on the PII List, subject to the disclosures set forth in the Carr Declaration. Kelley Drye will not, while employed by the Committee, represent any entity having an adverse interest in connection with these Cases.

16. Kelley Drye's conflict search identified certain connections to parties on the PII List that are disclosed on Schedule 2 to the Carr Declaration. The Committee is aware that Kelley Drye has represented, or is representing, the parties on Schedule 2 in matters unrelated to the Debtors. Kelley Drye does not and will not represent any such party in any matter related to the Debtors. The Committee hereby waives any conflict of interest that exists or may exist due to Kelley Drye's prior or current representation of any party on Schedule 2 to the Carr Declaration in matters unrelated to these Cases.

17. The Committee does not believe Kelley Drye's representation of any parties listed on Schedule 2 to the Carr Declaration in unrelated matters will impair Kelley Drye's ability to represent the Committee as co-counsel in the Cases. Kelley Drye will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise in the future. If Kelley Drye discovers any connection with any party or enters into any new relationship with any party that would have had to have been disclosed in the Application, Kelley Drye will promptly supplement its disclosures to the Court.

18. Based on the Carr Declaration, the Committee submits that Kelley Drye is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, and neither represents nor holds an interest adverse to the interest of the Committee, the Debtors or their estates with respect to the matters on which Kelley Drye is to be employed.

**III. Professional Compensation**

19. The Committee requests that all legal fees and related costs and expenses incurred by the Committee on account of services rendered by Kelley Drye be paid as administrative expenses of the Debtors' estates pursuant to sections 328, 330(a), 331, 503(b), and 507(a) of the Bankruptcy Code. Subject to the Court's approval and except as set forth herein, Kelley Drye will charge the Committee for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered subject to an agreed-upon fee cap as set forth below.

20. Kelley Drye intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Compensation Order and any further orders of this Court for all services performed and expenses incurred since the Committee engaged Kelley Drye on February 1, 2026.

21. Kelley Drye's current standard hourly rates for professionals, subject to adjustment annually in January to reflect economic and other conditions, are as set forth below. Kelley Drye has further agreed to an hourly fee cap of \$1,360 in the Cases, as reflected in the chart below.

<b>Title</b>	<b>2026 Rates</b>
Partners	\$900 - \$1,360
Special Counsel	\$585 - \$1,135
Associates	\$605 - \$1,015
Paraprofessionals	\$165 - \$485

22. Kelley Drye has advised the Committee that the above-referenced rates are subject to annual increases in the normal course of Kelley Drye's business. If Kelley Drye increases its rates, it will provide the U.S. Trustee and the Committee with notice of such increase

and file a supplemental declaration (a “Supplemental Declaration”) with the Court.<sup>4</sup> Any Supplemental Declaration will explain the basis for the rate increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code and the U.S. Trustee Guidelines.

23. Pursuant to section 328(a) of the Bankruptcy Code, the Committee may retain Kelley Drye on reasonable terms and conditions. Kelley Drye’s standard rates set forth above are set at a level designed to compensate the firm fairly for the work of its attorneys and paralegals and to cover fixed overhead expenses.

24. Kelley Drye will charge for its expenses in a manner and at rates consistent with charges made generally to its other clients and in accordance with the Bankruptcy Rules, Local Rules, any other applicable orders of the Court, and the U.S. Trustee Guidelines. Such expenses include, among other things, long-distance telephone, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, expenses for computerized research, and transcription costs.

#### **IV. Statement Regarding U.S. Trustee Guidelines**

25. In 2013, the Executive Office for the United States Trustee (“EOUST”) adopted the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the “Appendix B Guidelines”). By their terms, the Appendix B Guidelines “apply to the U.S. Trustee’s review of applications for compensation filed by attorneys in larger chapter 11 cases,” and are intended to update the original *Guidelines for Reviewing Applications for Compensation filed under 11 U.S.C. § 330* (the “Appendix A Guidelines” and, together with the Appendix B Guidelines, the

---

<sup>4</sup> As set forth in the proposed order, Kelley Drye will provide ten (10) business days’ notice to the Committee, the Debtors, and the U.S. Trustee before implementing any periodic increases, and will file such notice with the Court.

“U.S. Trustee Guidelines”) adopted by the EOUST in 1996. As reflected in the Carr Declaration, Kelley Drye will make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures under the U.S. Trustee’s Guidelines, both in connection with the Application and the interim and final fee applications Kelley Drye will file in the Cases.

### **NOTICE**

26. Notice of the Application will be provided to: (a) the Debtors; (b) counsel to the Debtors; (c) the U.S. Trustee; (d) counsel to the ad hoc group; (e) counsel to each of the sponsors; (f) the agents under each of the Debtors’ prepetition secured credit facilities and counsel thereto; (g) the office of the attorney general for each of the states in which the Debtors operate; (h) the United States Attorney’s Office for the District of New Jersey; (i) the Internal Revenue Service; and (j) any other person or entity entitled to notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Committee respectfully submits that no further notice of the Application is necessary or required.

### **CONCLUSION**

**WHEREFORE**, the Committee requests that the Court enter an order, substantially in the form of the Proposed Order (i) authorizing the Committee to employ Kelley Drye as its co-counsel, effective as of February 1, 2026; (ii) authorizing payment of compensation to Kelley Drye as may be allowed by the Court; and (iii) granting such other and further relief as the Court may deem just and proper.

Dated: February 26, 2026

Respectfully submitted,

THE OFFICIAL COMMITTEE OF STG LOGISTICS, INC.,  
*et al.*,

By: /s/ Gearoid Moore  
Gearoid Moore, solely in his capacity as Chief Legal Officer of ProDrivers Staffing, Inc., Chairperson of the Official Committee of Unsecured Creditors of STG Logistics, Inc., *et al.*<sup>5</sup>

---

<sup>5</sup> The By-Laws and Procedural Rules for the Official Committee of Unsecured Creditors of STG Logistics, Inc., *et al.* authorize the Committee chairperson to approve and execute the Application.

**EXHIBIT A**

**PROPOSED ORDER**

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1</b>	
<b>MCDERMOTT WILL &amp; SCHULTE</b> Darren Azman, Esq. (admitted <i>pro hac vice</i> ) Kristin K. Going, Esq. (admitted <i>pro hac vice</i> ) Gregg Steinman, Esq. (admitted <i>pro hac vice</i> ) Joel C. Haims, Esq. (admitted <i>pro hac vice</i> ) Steven Z. Szanzer, Esq. (admitted <i>pro hac vice</i> ) One Vanderbilt Avenue New York, New York 10017 Telephone: (212) 547-5400 Facsimile: (212) 547-5444 Email: kgoing@mwe.com dazman@mwe.com gsteinman@mwe.com jhaims@mwe.com sszanzer@mwe.com  <i>Proposed Counsel to the Official Committee of Unsecured Creditors</i>	<b>KELLEY DRYE &amp; WARREN LLP</b> James S. Carr, Esq. Connie Y. Choe, Esq. 7 Giralda Farms Suite 340 Madison, NJ 07940 Tel: (973) 503-5900 Fax: (973) 503-5950 Email: jcarr@kelleydrye.com cchoe@kelleydrye.com  <i>Proposed Co-Counsel to the Official Committee of Unsecured Creditors</i>
In re:  STG LOGISTICS, INC., <i>et al.</i> ,  Debtors. <sup>1</sup>	Chapter 11  Case No. 26-10258 (MEH)  (Jointly Administered)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
KELLEY DRYE & WARREN LLP AS CO-COUNSEL TO THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF FEBRUARY 1, 2026**

The relief set forth on the following pages, numbered two (3) through five (6), is hereby  
**ORDERED.**

<sup>1</sup> The last four digits of Debtor STG Logistics, Inc.'s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The Debtors' service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

(Page | 3)

Debtors: STG LOGISTICS, INC., *et al.*

Case No. 26-10258 (MEH)

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS CO-COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF FEBRUARY 1, 2026

---

Upon the application (the “Application”)<sup>1</sup> of the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned chapter 11 cases (the “Cases”) for entry of an order authorizing the Committee to employ and retain Kelley Drye & Warren LLP (“Kelley Drye”) as co-counsel effective as of February 1, 2026 pursuant to sections 327, 328(a), 330, 331 and 1103(a) of the Bankruptcy Code; and upon the Carr and Moore Declarations; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to sections 157(a) and (b) and 1334(b) of title 28 of the United States Code; and venue being proper in this Court pursuant to sections 1408 and 1409 of title 28 of the United States Code; and the Court being satisfied that notice of the Application and the opportunity for a hearing on the Application was appropriate under the circumstances and that no further or other notice of the Application need be given; and the Court being satisfied, based on the representations made in the Application and the Carr Declaration, that Kelley Drye does not represent or hold any interest adverse to the Debtors or their estates as to the matters for which Kelley Drye is to be employed and that Kelley Drye is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code; and upon the representation that Kelley Drye will not represent any other person or entity having an adverse interest in connection with the Cases; and the Court having determined that the legal and factual bases set forth in the Application, the Carr Declaration and the Moore Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

---

<sup>1</sup> Capitalized terms used but not otherwise defined in this Order shall have the meanings ascribed to them in the Application.

(Page | 4)

Debtors: STG LOGISTICS, INC., *et al.*

Case No. 26-10258 (MEH)

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS CO-COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF FEBRUARY 1, 2026

---

1. The Application is approved as set forth herein.
2. Pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, the Committee is authorized to employ Kelley Drye as its co-counsel, effective as of February 1, 2026, to represent the Committee in the Cases on the terms set forth in the Application, except as modified by this Order.
3. Kelley Drye shall apply for compensation and professional services rendered and reimbursement of expenses incurred in connection with the Cases in compliance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-1(a), the Compensation Order and such other procedures as may be fixed by order of the Court. Kelley Drye shall also make a reasonable effort to comply with the U.S. Trustee Guidelines.
4. Kelley Drye shall provide ten (10) business days' notice to the Committee, the United States Trustee, and the Debtors before implementing any increase in the hourly rates set forth in the Application. Kelley Drye shall also file a Supplemental Declaration with the Court setting forth any such increase. The Committee, the Debtors, the U.S. Trustee, and all parties-in-interest retain all rights to object to any rate increase on any ground including, but not limited to, the reasonableness standard under section 330 of the Bankruptcy Code. For the avoidance of doubt, nothing in this Order impairs the Court's right to review any rate increase pursuant to section 330 of the Bankruptcy Code.
5. Kelley Drye shall (i) comply with the requirements of Local Rule 2016-1; (ii) not seek reimbursement of any fees or costs arising from the defense of any objections to any of Kelley Drye's fee applications in the Cases; (iii) use billing and expenses categories that are substantially

(Page | 5)

Debtors: STG LOGISTICS, INC., *et al.*

Case No. 26-10258 (MEH)

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS CO-COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF FEBRUARY 1, 2026

---

similar to those set forth in the U.S. Trustee Guidelines (Exhibit D-1 “Summary of Compensation Requested by Project Category”); (iv) only bill fifty percent (50%) for non-working travel time; and (v) provide any and all monthly fee statements, interim fee applications and final fee applications in “LEDES” format to the U.S. Trustee.

6. Notwithstanding anything in the Application, the Carr Declaration or the Moore Declaration to the contrary, Kelley Drye shall, to the extent that Kelley Drye uses the services of contract attorneys, independent contractors or subcontractors (collectively, the “Contractors”) in the Cases (i) pass through the cost of such Contractors at the same rate that Kelley Drye pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors (to the extent they are attorneys, accountants, or other agents) (A) are subject to the same conflict checks and disclosures as required of Kelley Drye, and (B) file with the Court such disclosures required by Bankruptcy Rule 2014; and (iv) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in the Cases.

7. No agreement or understanding shall exist between Kelley Drye and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with the Cases, nor shall Kelley Drye share or agree to share compensation received for services rendered in connection with the Cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

8. Kelley Drye shall coordinate with the other Committee professionals and avoid duplication of services provided by any of the Committee’s other retained professionals.

(Page | 6)

Debtors: STG LOGISTICS, INC., *et al.*

Case No. 26-10258 (MEH)

Caption of Order: ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS CO-COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF FEBRUARY 1, 2026

---

9. If there is any inconsistency between the terms of the Application and this Order, the terms of this Order shall govern.

10. The Committee and Kelley Drye are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

**EXHIBIT B**

**DECLARATION OF JAMES S. CARR**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

STG LOGISTICS, INC., *et al.*,  
Debtors.<sup>1</sup>

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

**DECLARATION OF JAMES S. CARR OF KELLEY DRYE & WARREN LLP IN  
SUPPORT OF THE APPLICATION OF THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF STG LOGISTICS INC., *ET AL.*, FOR ENTRY OF AN  
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY  
DRYE & WARREN LLP AS CO-COUNSEL TO THE COMMITTEE,  
EFFECTIVE AS OF FEBRUARY 1, 2026**

I, James S. Carr, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry:

1. I am a member of the law firm of Kelley Drye & Warren LLP (“Kelley Drye”), which maintains offices at 7 Giralda Farms, Suite 340, Madison, NJ 07940. I am an attorney admitted to practice law in New Jersey and a member of the bar of the Court.

2. I am familiar with the matters set forth below and make this declaration in support of the *Application of the Official Committee of Unsecured Creditors of STG Logistics Inc., et al., for Entry of an Order Authorizing the Employment and Retention of Kelley Drye & Warren LLP as Co-Counsel to the Committee, Effective as of February 1, 2026* (the “Application”).<sup>2</sup>

---

<sup>1</sup> The last four digits of Debtor STG Logistics, Inc.’s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The Debtors’ service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

<sup>2</sup> Capitalized terms used but not otherwise defined in my declaration have the meanings ascribed to them in the Application.

3. On January 28, 2026, the U.S. Trustee appointed the Committee. ProDrivers Staffing, Inc (“ProDrivers”). ProDrivers is the Chairperson of the Committee.

4. On January 30, 2026, the Committee selected McDermott Will & Schulte as its counsel, and on February 1, 2026, the Committee selected Kelley Drye as its co-counsel. On February 2, 2026, the Committee selected Province as its financial advisor.

5. Kelley Drye began to render services to the Committee immediately following its selection by the Committee.

### **KELLEY DRYE’S DISCLOSURE PROCEDURES**

6. To prepare this declaration, I, or someone under my supervision, reviewed the PII List, a copy of which is attached hereto as Schedule 1. Kelley Drye then compared the parties on the PII List with the information contained in the conflict system and indexes of adverse parties that Kelley Drye maintains and updates in the ordinary course of its business (the “Conflict System”).

7. The Conflict System is designed to include every matter on which Kelley Drye is now or has been engaged since 1993, sorted by the entity which engaged Kelley Drye and, in each instance, listing the identity of the clients, related parties and adverse parties, and the attorneys in the firm who are knowledgeable about each matter. It is Kelley Drye’s policy that a new matter may only be opened within the firm after completing and submitting the information necessary to check each matter for conflicts, including the identity of the prospective client and related adverse parties, to those charged with maintaining the Conflict System.

8. In addition to running the PII List through the Conflict System, an e-mail was sent to each Kelley Drye attorney to verify whether any Kelly Drye attorney (a) has a connection to the Debtors or the Debtors’ current and former directors or officers, or (b) is a

relative of or has any connections with any of the bankruptcy judges, clerks or staff of the United States Bankruptcy Court for the District of New Jersey, or any members of the Office of the U.S. Trustee assigned to the District of New Jersey.

**KELLEY DRYE'S CONNECTIONS WITH  
PARTIES IN INTEREST IN THESE CHAPTER 11 CASES**

9. I, or a person under my supervision, reviewed the conflicts check report generated by the Conflict System with respect to the PII List to determine whether Kelley Drye has an adverse interest to the Debtors' estates. Kelley Drye does not represent, or have any other connection with, any of the parties in interest on the PII List, subject to the disclosures set forth herein and on Schedule 2, which is incorporated by reference.

10. I believe the connections disclosed on Schedule 2 do not affect Kelley Drye's representation of the Committee in the Cases. Kelley Drye's representation of the parties disclosed on Schedule 2 in unrelated matters does not comprise a material component of Kelley Drye's practice, nor does Kelley Drye currently represent any such parties in the Cases.

11. Kelley Drye does not currently represent the Debtors or any of their affiliates in the Cases and Kelley Drye will not undertake the representation of the Debtors or any related entities during its engagement by the Committee.

12. While employed by the Committee, Kelley Drye will not represent any other entity having an adverse interest in connection with the Cases.

13. Insofar as I have been able to ascertain, neither I, Kelley Drye, nor any Kelley Drye attorney:

- (a) is a creditor, equity security holder, or insider of the Debtors;
- (b) is, or was within two years before the Petition Date, a director, officer, or employee of the Debtors; or

- (c) has an interest materially adverse to the interests of the estates 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 Debtors or for any other reason.

14. Except as otherwise set forth herein or on Schedule 2, insofar as I have been able to ascertain, the partners, counsel, and associates of Kelley Drye do not have any connection with the Debtors, the Debtors' officers and directors, the Debtors' creditors, the Debtors' equity security holders, other known parties in interest, the members of the Committee or, other than in the ordinary course of business, the attorneys and accountants for the foregoing parties; provided that my son, Ryan Carr, is an Associate with Province, LLC, proposed financial advisor for the Committee and will be involved in the Cases. To the best of my knowledge, information and belief formed after reasonable inquiry, neither I, nor any partner, special counsel, or associate of Kelley Drye, is related to the bankruptcy judge assigned to the Cases.

15. Based upon the information available to me, Kelley Drye is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and does not represent or hold an interest adverse to the Committee, the Debtors or their estates with respect to the matters on which Kelley Drye is to be employed. To the extent Kelley Drye discovers any connection with any party or enters into any new relationship with any party that would otherwise have had to have been disclosed on Schedule 2, Kelley Drye will promptly supplement its disclosures to the Court.

#### **KELLEY DRYE'S RATES AND BILLING PRACTICES**

16. No promises have been made to Kelley Drye or any Kelley Drye attorney about the payment of compensation to the firm in connection with the Cases, except as provided

below. Kelley Drye has no agreement with any other entity to share any compensation received by Kelley Drye with such entity.

17. Kelley Drye intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Compensation Order, and any further orders of this Court for all services performed and expenses incurred since February 1, 2026.

18. Kelley Drye's standard hourly rates for professionals, subject to adjustment annually in January to reflect economic and other conditions are included in the chart below. Kelley Drye has agreed to an hourly fee cap of \$1,360 in the Cases, as reflected in the chart below.

<b>Title</b>	<b>2026 Rates</b>
Partners	\$900 - \$1,360
Special Counsel	\$585 - \$1,135
Associates	\$605 - \$1,015
Paraprofessionals	\$165 - \$485

19. Kelley Drye has advised the Committee of these rates and that they are subject to annual increase in the normal course of Kelley Drye's business. Kelley Drye will provide the Debtors, U.S. Trustee and the Committee with notice of any rate increase and will file a Supplemental Declaration with the Court. Any Supplemental Declaration will explain the basis for the requested rate increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code and section B(2)(d) of the U.S. Trustee Guidelines.

20. The Application requests approval of the Committee's employment of Kelley Drye as its counsel pursuant to section 328(a) of the Bankruptcy Code. The hourly rates set forth above are Kelley Drye's standard hourly rates for work of this nature, which are designed to compensate the firm fairly for the work of its attorneys and paralegals and to cover fixed and

routine overhead expenses. Kelley Drye will charge the Committee 50% of its standard hourly rates for non-working travel time.

21. Kelley Drye will charge for expenses in a manner and at rates consistent with charges made generally to its other clients, in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Compensation Order, if approved, and any other applicable orders of this Court. Such expenses include, among other things, long-distance telephone, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, expenses for computerized research, and transcription costs.

22. The foregoing constitutes the verified statement of the person to be employed, required under Rule 2014 of the Bankruptcy Rules.

**STATEMENT REGARDING U.S. TRUSTEE GUIDELINES**

23. Kelley Drye will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures under the U.S. Trustee's Guidelines, both in connection with the Application and the interim and final fee applications Kelley Drye will file in the Cases.

**ATTORNEY STATEMENT PURSUANT TO APPENDIX B GUIDELINES**

24. The following responds to questions estate professionals are requested to answer under the U.S. Trustee Guidelines.

**Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

**Answer:** No.

**Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

**Answer:** No.

**Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments the 12 months prepetition.

If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

**Answer:** N/A. Kelley Drye did not represent the Committee in the 12 months prepetition.

**Question:** Has your client approved your prospective budget and staffing plan and, if so, for what budget period.

**Answer:** Kelley Drye is working with McDermott to provide an appropriate budget in line with the carve out approved by the Committee professionals under the DIP budget. Kelley Drye will provide the Committee with a budget and staffing plan covering the period from February 1, 2026, through May 31, 2026, which will be submitted in connection with Kelley Drye's first interim fee application.

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

Executed on February 26, 2026

/s/ James S. Carr  
James S. Carr

**SCHEDULE 1**

**LIST OF INTERESTED PARTIES**

**Debtors**

Apple Zebra CFS, LLC  
Best Dedicated Solutions, LLC  
Cargo Manager Systems, Inc.  
CDC Transport, L.L.C.  
Channel Distribution Corporation  
Charleston Harbor Xpress (CHX), Inc.  
Clear Lane Freight Systems, LLC  
Con-Way Multimodal Inc.  
CTI Services, LLC  
Explore Airtrans Services (EAS), LLC  
Extra Express (Atlanta) Inc.  
Extra Express (Cerritos) Inc.  
Extra Express (Denver) Inc.  
Extra Express (Industry) Inc.  
Extra Express (Las Vegas) Inc.  
Extra Express (Logistics) Inc.  
Extra Express Holdings, LLC  
F&F Fumigation, Inc.  
Freight Force, LLC  
International Warehouse Services, Inc.  
J&J International of California, LLC  
J&J International, LLC  
Manufacturers Consolidation Services of  
Canada, Inc.  
Mardel Coast Trucking (MCT), Inc.  
Neutral Air, LLC  
Neutral Ground, LLC  
Neutral Sea, LLC  
Neutralogistics Customs Brokerage, LLC  
Neutralogistics Distribution, LLC  
Neutralogistics, LLC  
P2D Parent, LLC  
P2D Transport, LLC  
PDS Trucking, Inc.  
Reception Mezzanine Holdings, LLC  
Reception Purchaser, LLC  
SNW Transport LLC  
St. George Distribution, LLC  
St. George Employee Leasing, Inc.  
St. George Trucking & Warehousing Inc.  
St. George USA, LLC  
St. George Warehouse & Trucking Co. of  
Texas, Inc.  
St. George Warehouse of IL, Inc.  
St. George Warehouse of Oakland, Inc.  
St. George Warehouse of Savannah, LLC  
St. George Warehouse of So. Carolina, Inc.  
STG Acquisition Corp.  
STG Cartage, LLC  
STG Distribution Holdings, LLC  
STG Distribution Services, Inc.  
STG Distribution, LLC  
STG Drayage, LLC  
STG Intermodal Services, LLC  
STG Intermodal Solutions, Inc.  
STG Intermodal, Inc.  
STG Logistics, Inc.  
STG LTL, Inc.  
STG Port Services, LLC  
STG Stacktrain, LLC  
STG Transport Services, LLC  
STG Transport Solutions, LLC  
Summit NW Corporation  
Veeco Holdings, LLC  
Reception Holdings, L.P.  
Reception Intermediate Holdings, LLC  
Reception Newco Holdings, LLC

**Debtors' Current and Former Directors and Officers**

Anderman, Geoff  
Barse, David  
Bezar, Farrukh  
Bliss, Jason  
DiDonato, Salvatore  
Dumas, Randy  
Feitzinger, Ed  
Ferrara, Mark  
Flynn, William  
Holtgreven, Tyler  
Kittle, Cody  
Kowalishin, James  
Lall, Keshav  
Lee, Ryan  
Leinibach, Tracy  
McKenna, Heidi  
Muldoon, Greg  
Nemeth, Brian  
Paperiello, Vince  
Ramsey, David  
Salaber, Konrad  
Svindland, Paul  
Tibbets, Troy  
Welsh, Chase  
Wilson, Darcy

**Debtors' Professionals**

AlixPartners  
ArentFox Schiff LLP  
C Street Advisory Group LLC  
Evercore Inc.  
Epiq Corporate Restructuring  
Gibson Dunn & Crutcher LLP  
Gordon Brothers Group LLC  
Greenberg Traurig LLP  
Katten Muchin Rosenman LLP  
Kirkland & Ellis LLP  
Kirkland & Ellis International LLP  
Paul Weiss Rifkind Wharton & Garrison LLP  
PJT Partners Inc.  
Ropes & Gray LLP  
White & Case LLP

**Debtors' Ordinary Course Professionals**

Andersen & Associates Inc.  
Benesch Friedlander Coplan & Arnoff LLP  
Binder & Kalioundji LLP  
Burke Warren Mackay & Serritella PC  
Charles River Associates  
Crowe LLP  
CTS Impact Inc.  
DLA Piper LLP (US)  
Employee Justice Legal Group PC  
Flamm Walton Heimbach  
Frost Brown Todd LLC  
Gardiner Roberts LLP  
Gowling WLG (Canada) LLP  
Grant Thornton LLP  
Haynes & Boone LLP  
Ice Miller LLP  
Jackson Lewis PC  
JDM Consulting Partners LLC  
JRM Consulting Inc.  
Kirchner, Gregory  
KJC Law Group A Professional Corp.  
KPMG LLP  
Labor Law Holdco LLC  
Law Office of Countryman & McDaniel  
Law Office of Eugene Lee A Professional Law Corp.  
Law Office of Saam Ahmadinia APC  
Law Offices of Edward F. Figaredo  
Law Offices of Mitchell Schley LLC  
Law Offices of Wenetka Ko Smala  
LCF Group Inc., The  
Littler Mendelson PC  
Liz Rogers Sales Consultants LLC  
Melissa Moore Law Firm PC, The  
Mullen Coughlin LLC  
Omelveny & Myers LLP  
Quinn & Partners Inc.  
Reardon Anderson LLC  
Rose Law Group PLLC, The  
Rosner Law Group LLC, The  
Ross Stuart & Dawson Inc.  
Saracino & Saracino LLC  
Schellman & Co. LLC  
Scopelitis Garvin Light Hanson & Feary

Seyfarth Shaw LLP  
Sills Cummis & Gross PC  
Simon, Peragine, Smith & Redfearn LLP  
Starr Gern Davison & Rubin PC  
Stearns Conrad & Schmidt Consulting  
Engineers Inc.  
T Jewell Law PLLC  
Uthoff Law Corp., The  
Whitten Law Office LLC

**Depository Banks**

Ameris Bank  
Apollo Bank  
Banamex  
Bank of America Corp.  
BBT  
Citibank  
JPMorgan Chase & Co.  
JPMorgan Chase Bank NA  
MB Financial Bank NA  
Pacific Western Bank  
Paradise Bank  
TD Bank  
Truist Bank  
Union Bank  
US Bank  
Valley National Bank  
Webster Bank  
Wells Fargo  
Wells Fargo Securities

**Debtors' Secured Lenders**

Alcof III NUBT LP  
Alliance Partners LLC  
Antares Holdings LP  
Antares Senior Loan Parallel Master Fund II LP  
Arbour Lane Capital Management LP  
Arbour Lane Fund III GP LLC  
Assured Investment Management LLC  
Audax Management Co. NY LLC  
Ballyrock Investment Advisors  
BlueMountain Capital Management LLC  
BC Partners Advisors LP  
Capital One NA  
Citizens Bank NA  
Constitution Capital Credit Partners LP  
Deutsche Bank AG London  
Deutsche Bank AG New York Branch  
Fidelity Investments  
Fortress Investment Group LLC  
FS Investments  
Garrison Investment Group  
Global Atlantic Financial Group  
I Squared Capital  
Invesco Senior Secured Management Inc.  
Jefferies LLC  
KKR (Global Atlantic)  
Littlejohn & Co. LLC  
Loomis Sayles & Co. LP  
MUFG Bank Ltd.  
PennantPark  
Portfolio Advisors  
Portman Ridge Finance Corp.  
PPM  
Prospect Capital Management  
RBS Citizens  
Siemens Financial Services Inc.  
Sound Point Capital Management LP  
Stifel Bank  
Stifel Bank & Trust  
Stifel Financial Corp.  
Stifel Nicolaus Co. Inc.  
Wilmington Savings Fund Society FSB

**Debtors' Customers**

[Confidential]

**Insurance Providers**

Ace Property & Casualty Insurance Co.  
AFCO Insurance Premium Finance  
AIG  
Allianz SE  
American International Group UK Ltd.  
Aon plc  
Aon Risk Services Northeast Inc.  
Ascalon Risk Retention Group  
Ascalon Risk Retention Group Inc.  
Axis Surplus Insurance Co.  
Beazley Insurance Co.  
Berkley Assurance Co.  
Berkshire/National Fire & Marine  
BMS Group  
Chubb Ltd.  
Chubb/Ace American Insurance Co.  
Chubb/Ace Property & Casualty Insurance Co.  
Chubb/Illinois Union Insurance Co.  
Dale Marine & Energy Liability Consortium  
9152 2025 - Brt 2988  
Dale Marine & Energy Liability Consortium  
9152 2025 - Duw 1729  
Dale Marine & Energy Liability Consortium 9152 2025 - Wbc 5886  
DUAL North America Inc.  
Endurance American Specialty Insurance Co.  
Equinox Underwriting – Marine Liability 9823  
Falvey Insurance Group  
Great American Insurance Group in Mexico  
Hartford Insurance Co. of the Midwest  
Homesite Insurance Co. of Florida  
Houston Casualty Co.  
Houston Casualty Co. (London Branch) T/A  
Tokio Marine HCC  
Lexington Insurance Co.  
Lloyd's Syndicate Chaucer 1084  
Lloyd's Syndicate 1036 COF  
Lloyd's Syndicate 1084 CSL  
Lloyd's Syndicate 1200 WSM  
Lloyds's Syndicate 1221 HIG  
Lloyd's Syndicate 1492 PBS  
Lloyd's Syndicate 1856 IQUW  
Lloyd's Syndicate 2001 AML  
Lloyd's Syndicate 2003 AXL

Lloyd's Syndicate 2786 Eve  
Lloyd's Syndicate 3000 MKL  
Lloyd's Syndicate 3010 LRE  
Lloyd's Underwrite Syndicate 0033 HIS  
Lloyd's Underwriter Syndicate No 1301 Igo  
Lloyd's Underwriter Syndicate No. 2791 Map  
LPSO Registered Consortium No 4769  
Markel Insurance Co.  
McGriff Insurance Services LLC  
Mercer Insurance Co.  
MS Transverse Specialty Insurance Co.  
Nationwide-Scottsdale Insurance Co.  
North Dakota, State of, Workforce Safety &  
Insurance  
Ohio, State of, Bureau of Workers  
Compensation  
Paul Hanson Partners  
Protective/Paul Hansen (Biz Choice)  
Sedgwick Claims Management Services  
Travelers Indemnity Co., The  
Upland Specialty Insurance Co.  
Vantage Risk Specialty Insurance Co.  
Victor Insurance Exchange  
Washington, State of, Department of Labor & Industries  
Westchester Surplus Lines Insurance Co.  
Westfield Specialty Insurance Co.  
XL Specialty Insurance Co.  
Zurich American Insurance Co.  
Zurich Insurance Group AG

**Debtors' Real Estate Lessors/Lessees (including subleases)**

141 Knowlton Way LLC  
14445 Alondra LLC  
2001 Lower Road Corp.  
245 Vineland LLC  
3600 Portsmouth LLC  
3737 Stewarts Lane Investors, a Tennessee  
Joint Venture  
4 Commerce Associates LLC  
5135 Lamar Partners LLC  
6641 Kinne Street LLC  
6801 Westside Avenue LLC  
9101 Tonnelle Avenue Associates LLC  
970 High Ridge Associates LLC  
Ace Truck Parking LLC  
Act 2 Services Inc.  
Aero Portland LLC  
Air Canada  
Airport North Industrial Inc.  
Amza Ojgh LLC  
Anchor Recovery Corp.  
Auburn 18 Business Park LLC  
Banco Inbursa SA, A Multiple Banking  
Institution, Inbursa Financial Group  
Bayport II Mountain West Houston LLC  
BHT of Florida 6532 LLC  
BlueCargo Inc.  
Bree Properties LLC  
BT Property LLC  
Buffalo South Motor Inn Inc.  
Centerpoint Joliet Terminal Railroad LLC  
Centerpoint Port Everglades LLC  
Centerpoint Properties  
Centerpoint Properties Trust  
Central Avenue Industrial Park LLC  
Crane Worldwide Logistics LLC  
CSX Transportation  
Cub Terminal LLC  
CWL Savannah Building 1 LLC  
Decarolis Truck Rental Inc.  
Eagle Transport Corp.  
Equitrust Life Insurance Co.  
Fairway Business Center  
Fairway Sub A LLC  
Fedex Transport & Brokerage Inc.

Fleet Yards Inc.  
French Camp American Properties Inc.  
Fullerton I-B LLC  
Fullerton Sub B LLC  
Furniture of America Inc.  
G&D Realty LLC  
Golden Springs Development Co. LLC  
Greenleaf Industrial Parking LLC  
HB Egip 4 LLC  
HC Gabler Inc.  
HREP Steel Street LLC  
Ideal Professional Associates  
IOV 11022 Mesa LLC  
ITI Intermodal of Georgia LLC  
J.B. Hunt Transport Inc.  
Jacksonville Sisters LLC  
JEMCO Polaris & Ponderosa Property LLC  
JFK AP LLC  
KCHS Investments LLC  
King Family Properties LLC  
Landexcorp LLC  
Linken Real Estate LP  
LRC Group LLC  
Lumpkin Development LLC  
Maersk Inc.  
Majestic Realty Co.  
Majestic/Fairway Business Center  
Subpartnership  
Majestic-Fullerton Road LLC  
Matheson Flight Extenders Inc.  
Morton, David  
Morton, Hazel  
Nefab Packaging Southeast LLC  
Network Services Co.  
NP Atlanta Infill Industrial LLC  
NW JJH Building LP  
Oakland, City of (CA), Board of Port  
Commissioners  
Outsource Logistics LLC  
Pacific Rim Pointe LLC  
Palacha Properties LLC  
PPF Industrial 2201 E. Carson Street LP  
Prologis 2 LP  
Prologis California I LLC  
Prologis First US Properties LP  
Prologis LP

Prologis Targeted US Logistics Fund LP  
Prologis USLV Subreit 3 LLC  
Prologis-Exchange 951 Thorndale Road LLC  
Rexford Industrial - Jurupa LLC  
Rexford Industrial Realty LP  
Righbourg, Bruce  
RLF I A SPE LLC  
RLF I-A SPE LLC  
RLF I-TRS LLC  
Robco LLC  
Romar Resorts Inc.  
RR&C Development Co.  
RREEF America REIT II Portfolio LP  
SIF Graham Road LLC  
Sixth & Proctor LLC  
SNL IOV 3408 Graham Owner LLC  
Sony Electronics Inc.  
South Kearny Associates Inc.  
SP New County Road LLC  
Spectrum Logistics Inc.  
STC Properties Inc.  
TA Realty Associates Fund XII Portfolio LP  
Terreno Airgate LLC  
Torres, Alejandra  
Torres, Jose  
TPO LLC  
Tradepoint Atlantic LLC  
Transportation Equipment Specialists Inc.  
United Legwear Co. LLC  
United States Postal Service  
United Way Transportation  
W8 Shipping LLC  
Watson Land Co.  
Welford Group LLC  
White Oak Industrial LLC  
Wick Road Investments LLC  
Wilson Fidelco LLC  
World Depot Inc.  
YS Express Inc.  
Yusen Logistics (Americas) Inc.

**Debtors' Equipment Lessors**

36th Street Capital Partners LLC  
Atlantic Union Bank  
Banc of California Inc.  
BCICapital Inc.  
Dong Fang International Container (Hong Kong) Ltd.  
Encina Equipment Finance SPV LLC  
Exsif Worldwide Inc.  
Flexi-Van Leasing LLC  
Interpool Inc.  
McKinney Trailer Rentals  
Milestone Equipment Co. LLC  
Pan Ocean Container Supplies Co. Ltd.  
Peapack Capital Corp.  
Penn Intermodal Leasing Inc.  
Penske Truck Leasing Co. LP  
Post Road Equipment Finance LLC  
Street Capital Partners LLC  
Tal International Contain Corp.  
Truist Equipment Finance  
Wells Fargo Equipment Finance Inc.  
Wintrust Commercial Finance

**Debtors' Litigation Parties**

Antares Capital LP  
Axos Financial Inc.  
Bautista, Gabriel  
California, State of, Employment Development Department  
Cargomatic Inc.  
Chavez, Anthony  
Culmin Staffing Group Inc.  
Davis Polk & Wardwell LLP  
Eighteen Wheel  
Grimmage, Asia  
Hawley, Christina  
Herrera, Daniel  
Iron Mountain Inc.  
Ironbound Express Inc.  
Johns, Charles  
Jones, Mark  
Lewis, Jackson  
Lopez, Christian Samuel  
Lucero, Darlene  
Martinez, Antonio  
Mata Lopez, Beatriz F.  
New Jersey, State of, Department of Labor & Workforce Development  
Nieves, Juan  
Pineda, Rolando  
Saldana, Joseline  
Selendy & Gay PLLC  
Torres, Guadalupe  
United States, Government of the, National Labor Relations Board  
Valentin, Jose  
Zirate, Laura

**Debtors' Unsecured Creditors**

Ace American Insurance Co.  
Aladdin Financial Inc.  
Apex Capital Corp.  
Archents Inc.  
Assist Financial Services Inc.  
Blu Capital LLC  
Bobtail Capital LLC  
CD Consortium Corp.  
Central De Fletes Monterrey SA de CV  
Comdata Inc.  
Compass Funding Solutions LLC  
CSX Intermodal  
Cyderes Group LLC  
Descartes US Holdings Inc.  
Ecapital Freight Factoring Corp.  
Encina Equipment Finance LLC  
Engaged Financial LLC  
England Carrier Services  
Evans Delivery Co. Inc.  
Express Freight Finance Co. LLC  
Falvey Cargo Underwriting  
Firstline Funding Group  
Flexi Van Leasing LLC  
Infosys Ltd.  
Integrity Drayage  
JD Factors LLC  
Kansas City Southern De Mexico Sa De CV  
Local 295 Local 851 Pension Fund  
Love's Solutions LLC  
LSI Great Staffing Partner LLC  
Maritime Technical Services LLC  
MMD Inc.  
Next Day Funding Inc.  
Norfolk Southern Railroad  
Orange Commercial Credit Inc.  
OTR Solutions  
Parikh Financial LLC  
Partners Funding Inc.  
Pathway Payment Partners LLC  
Personal HR Services LLC  
Phoenix Capital Group  
Pro Funding Inc.  
Prodrivers  
RTS Financial Service Inc.

Saint John Capital Corp.  
Selective Personnel Inc.  
Sky Road Inc.  
Summar Financial LLC  
Sunbelt Finance LLC  
TAFS Inc.  
Titan Intermodal LLC  
TRAC Intermodal  
Trimble Transportation Enterprise Solutions  
Inc.  
Triumph Financial Services LLC  
TruFunding LLC  
Truist Equipment Finance Corp.  
Wall Street Intermodal LLC  
Wex Fleet One

**Debtors' Competitors**

Evans Network of Cos.  
Hub Group Inc.  
IMC Logistics LLC  
Intek Logistics Inc.  
JB Hunt Transport Services Inc.  
Kuehne + Nagel International AG  
Schneider National Inc.  
Swift Transportation Co.

**Debtors' Contract Counterparties**

Cologix  
Descartes Systems (USA) LLC  
Direct ChassisLink Inc.  
Salesforce Inc.  
SpendHQ LLC  
Tenstreet LLC  
Verizon Business  
XLNC Academy International Pvt. Ltd.  
Zoom Communications Inc.

**Debtors' Potential M&A Counterparties**

[Confidential]

**Taxing Authorities**

Alabama, State of  
Alabama, State of, Department of Revenue  
Alameda, County of (CA)  
Arizona, State of  
Arizona, State of, Department of Revenue  
Arkansas, State of  
Arkansas, State of, Department of Finance and Administration  
Auburn, City of (CA), Finance Department  
Austell, City of (GA)  
Baltimore, County of (MD)  
Berkeley, County of (SC)  
Bexar, County of (TX)  
Broward, County of (FL)  
California, Department of Toxic Substances Control  
California, State of  
California, State of, Department of Tax and Fee Administration  
California, State of, Franchise Tax Board  
Charleston, County of (SC)  
Chatham, County of (GA)  
Chesapeake, City of (VA)  
Clayton, County of (GA)  
Clear Lake Water Authority (TX)  
Cobb, County of (GA)  
Collin, County of (TX)  
Colorado, State of  
Colorado, State of, Department of Revenue - Taxation  
Connecticut, State of  
Connecticut, State of, Department of Revenue Services  
Dallas, County of (TX)  
Davidson, County of (NC)  
DeKalb, County of (GA)  
Delaware, State of  
Delaware, State of, Division of Revenue  
Desoto, County of (MS)  
Dona Ana, County of (NM)  
Duval, County of (FL)  
Florida, State of  
Florida, State of, Department of Revenue  
Forest Park, City of (GA)  
Fulton, County of (GA)  
Georgia, State of  
Georgia, State of, Department of Revenue  
Harris, County of (TX)  
Illinois, State of

Illinois, State of, Department of Revenue  
Indiana, State of  
Indiana, State of, Department of Revenue  
Jefferson, County of (KY)  
Kent, City of (WA)  
Kentucky, Commonwealth of  
Kentucky, Commonwealth of, Department Of Revenue  
Kentucky, Commonwealth of, Transportation  
Cabinet, Division Of Motor Carriers  
King, County of (WA)  
La Porte, City of (TX)  
La Porte, Independent School District (TX)  
Laredo, City of (TX)  
Los Angeles, County of (CA)  
Louisiana, State of  
Louisiana, State of, Department of Revenue  
Louisville, County of (KY)  
Louisville/Jefferson, City of (KY)  
Marion, County of (FL)  
Maryland, State of  
Maryland, State of, Comptroller  
Massachusetts, Commonwealth of  
Massachusetts, Commonwealth of, Department Of Revenue  
Mecklenburg, County of (NC)  
Memphis, City of (TN)  
Miami-Dade, County of (FL)  
Michigan, State of  
Michigan, State of, Department of Treasury  
Mississippi, State of  
Mississippi, State of, Department of Revenue  
Multnomah, County of (OR)  
New Hanover, County of (NC)  
New Jersey, State of  
New Jersey, State of, Department of the Treasury  
New Jersey, State of, Motor Vehicle Commission  
New Orleans, City of (LA)  
New Orleans, City of (LA), Bureau of Revenue  
New York, City of (NY)  
New York, City of (NY), Department Of Finance  
New York, State of  
New York, State of, Department Of Tax And Finance  
Norfolk, City of (VA)  
North Carolina, State of  
North Carolina, State of, Department of Revenue  
Ohio, State of, Department of Taxation  
Oregon, State of

Oregon, State of, Department of Revenue  
Oregon, State of, Department of Transportation,  
Commerce and Compliance Division  
Pennsylvania, Commonwealth of  
Pennsylvania, Commonwealth, Department of Revenue  
Pierce, County of (WA)  
Polk, County of (FL)  
Portland, City of (OR)  
Portsmouth, City of (VA)  
Romulus, City of (MI)  
Salt Lake City, City of (UT)  
San Bernardino, County of (CA)  
San Diego, County of (CA)  
San Joaquin, County of (CA)  
Savannah, City of (GA)  
Seattle, City of (WA), License & Tax Administration  
Shelby, County of (TN)  
Smith, County of (TX)  
South Carolina, State of  
South Carolina, State of, Department of Revenue  
Spartenburg, County of (SC)  
Tacoma, City of (WA), Tax & License  
Tarrant, County of (TX)  
Tennessee, State of  
Tennessee, State of, Department of Revenue  
Texas, State of  
Texas, State of, Comptroller of Public Accounts  
United Independent School District, (TX),  
Service Center & Tax Office  
United States, Government of the, Department of the Treasury, Internal Revenue Service  
Virginia, Commonwealth of  
Virginia, Commonwealth of, Department of Taxation  
Washington, State of, Department of Revenue  
Webb, County of (TX)  
Whitfield, County of (GA)  
Worcester, City of (MA)

**U.S. Trustee Personnel, Bankruptcy Judges, Court Contacts for the District of New Jersey**

Aldrich, Brendan  
Alfaro, Adela  
Altenburg, Andrew B., Jr.  
Ardelean, Kirsten K.  
Arendas, Francyne D.  
Artis, Michael  
Baker, Lucas  
Barbour, Kimberly  
Bielskie, Lauren  
Brakel, Linda  
Brown, Michael  
Chapman, Sydney  
Chrzanowski, Diane  
Cones, Ivy  
Craven, Amanda  
Cruz, Savanna  
Diawara, Cisse  
Dumbroff, Timothy  
Earl, Rebecca A.  
Fanucci, Ben  
Fernandes, Ohanna  
Figuera, Maria  
Filgueiras, Juan  
Fitzgerald, Darlene  
Fogleman, Michelle  
Fowler, Chris  
Gerardi, David  
Gilmore, Michael  
Graga, Travis  
Gravelle, Christine M.  
Green, Tia  
Greenspan, Natalie  
Hall, Mark E.  
Haywood, Zelda  
Heim, Robert  
Hildebrandt, Martha  
Holden, Kevin  
Jackson, Bruce  
Kaplan, Aron  
Kaplan, Michael B.  
Kotta, Shefali  
Kropiewnicki, Daniel C.  
LaBruno, Grace

Lieb, Samantha  
Lipcey, Diane  
Marshiano, Jenna  
Martin, Kiya  
McAuley, Catherine  
McDonald, Christy  
McGettigan, Margie  
Meisel, Stacey L.  
Muccie, Dana  
Oppelt, Tina L.  
Ortiz-Ng, Angeliza  
Papalia, Vincent F.  
Pappas, Ntorian  
Pattison, Angela  
Poslusny, Jerrold N., Jr.  
Price, Gina  
Primo, Mariela  
Quiles, Wendy  
Renyte, Heather  
Richardson, Charlene  
Rosenberg, Seth  
Ryan, Kathleen  
Schneider, Robert J., Jr.  
Shaheen, Krista  
Sherwood, John K.  
Simone, Amanda  
Sodono, Anthony  
Sponder, Jeffrey  
Steele, Fran B.  
Stillwell, Rachel  
Stives, James  
Sweeney, Suzanne  
Tedesco, Michael  
Veloz-Jimenez, Lucy  
Walsh, Thomas C.  
West, Brooks  
Wolf, Rachel  
Ziemer, William J

**Debtors' Sureties**

American Alternative Insurance Corp.  
Burlington Northern Santa Fe Railway Co.  
CIBC NY  
Federal Motor Carrier Safety Administration  
Florida, State of, Department of Transportation  
Illinois, State of, Department of Transportation  
Kansas City Southern Railway Co.  
Liberty Mutual Insurance Co.  
Louisiana, State of, Department of Transportation  
New Jersey, State of, Turnpike Authority  
New York, State of, Liquor Authority  
New York, State of, State Liquor Authority  
North Carolina, State of, Alcoholic Beverage Control Commission  
Oregon, State of, Department of Transportation  
People of the State of New York  
Pennsylvania, Commonwealth of, Department of Transportation  
PFA Transportation Insurance & Surety Services  
RLI Insurance Co.  
Texas, State of, Department of Motor Vehicles  
United States, Government of the, Department of Homeland Security, Bureau of Customs & Border Protection  
United States, Government of the, Department of Homeland Security, Customs & Border Protection  
United States, Government of the, Federal Maritime Commission  
West Virginia, State of  
Westchester Fire Insurance Co.

**Debtors' Letter of Credit Providers**

Canadian Imperial Bank of Commerce (New York)  
Deutsche Bank

**Debtors' Utility Providers**

8x8 Inc.  
AAA Rubbish Inc.  
ACC  
AES Indiana  
Alabama Power  
Alameda County Industries Inc.  
American Electric Power Co. Inc.  
Arctic Clear Bottled Water LLC  
AT&T DW Holdings Inc.  
Atlanta, City of (GA), Department of Watershed  
Management  
Atlantic Waste Services  
Atmos Energy  
ATT Mobility  
Baltimore Gas & Electric Co.  
Bay Disposal Holdings Inc.  
Bay Disposal LLC  
BCM One  
Bensenville, Village of (IL)  
Burrtec Waste Industries Inc.  
Bush Bros Disposal  
Cablevision Lightpath LLC  
California Water Service Co.  
CallTower Inc.  
Cape Fear Public Utility Authority  
Charlotte-Mecklenburg, County of (NC)  
Cleveland, City of (OH)  
Cogent Communications  
Columbia Gas  
Columbus, City of (OH)  
Comcast Masergy  
Commonwealth Edison Co.  
Consensus Cloud Solutions Inc.  
Constellation New Energy  
Cox Business - San Diego  
Crown Castle Fiber  
Dalton Utilities  
DirecTV Entertainment Holdings LLC  
DirecTV LLC  
Dominion Energy South Carolina  
Dominion Energy Virginia  
DTE Energy  
Duke Energy Progress Carolinas  
Edco Disposal Corp.

Elk Grove, Village of (IL)  
Enbridge Gas Ohio  
Engie Resources  
Entergy New Orleans  
Florida Power & Light Co.  
Fontana Water Co.  
Fontana, City of (CA)  
Fort Lauderdale, City of (FL)  
Georgia Power  
GFL Environmental  
Golden State Water  
Greatamerica Financial Services Corp.  
Hampton Roads Utility Billing Service  
Home Telecom  
Illuminating Co., The  
Jacksonville Electric Authority  
Joliet, City of (IL)  
Lake, County of (IL)  
Lightcurve Ltd.  
Lightyear AI Inc.  
Louisville Gas & Electric Co.  
Louisville Water Co.  
Lumen/Century Link  
Memphis Light Gas & Water  
Mobile County Water, Sewer & Fire Protection  
Authority  
Mount Pleasant Waterworks  
National Grid-Niagara Mohawk  
Newark, City of (NJ)  
Nicor Gas  
Northeast Ohio Regional Sewer District  
NV Energy  
Pacific Gas & Electric Co.  
Piedmont Natural Gas  
Port Wentworth, City of (GA)  
PSE&G Co.  
Public Service Electric & Gas Co.  
Puget Sound Energy  
Recology Portland  
Reliant Energy  
Republic Services Inc.  
Republic Services 551  
Republic Services 794  
Rialto Water Services  
Roadrunner Energy  
San Diego Gas & Electric

Santa Fe Springs, City of (CA)  
Scana Energy  
Scana Energy Marketing LLC  
Sewerage & Water Board of New Orleans  
Siemens Industry Inc.  
SJWD Water District  
Smash My Trash  
SO CAL GAS CO  
Southern California Edison  
Sparkletts Water  
Spectrum Rialto  
Spire Inc.  
Starlink Services LLC  
Suburban Water Systems  
Tacoma Public Utilities  
Telecom Today  
Towerstream Corp.  
TPx Communications  
TXU Energy  
Tyler Mountain Water Co. Inc.  
Valley Vista Services Inc.  
Veolia Water New Jersey  
Verizon Communications Inc.  
Walnut Valley Water District  
Waste Management Inc.  
Waste Resources Inc.  
Windstream Corp.  
Windstream Holdings II LLC

**Debtors' Temporary Labor/Staffing Agencies**

Accounting Principals  
Accrue Partners  
APF-FBO Vitality Staffing Solutions LLC  
Elwood Staffing  
Emphire  
EmployBridge LLC  
Express Employment Professionals Inc.  
Gotworx Staffing Inc.  
It's Caliber Staffing  
Lean Staffing Solutions Inc.  
LSI Staffing  
Malone Staffing  
Partners Personnel  
Personnel Options Inc.  
Robert Half Technology  
SPI Staffing  
Staff Force Inc.  
Vitality Staffing Solutions LLC

**Debtors' Pension Authorities**

Local 295-IBT

**Debtors' Benefit Providers**

ADP Inc.  
Ansel Health Inc.  
Ansel Services Inc.  
ArmadaCare  
ArmadaCare LLC  
Automatic Data Processing Inc.  
BenePass Inc.  
Evolution Risk Partners  
Indi Digital Wellness LLC  
InsurChoice Insurance Inc.  
Lyra Health Inc.  
NFP Corp.  
One Pass Select  
Principal Financial Group Inc.  
Prudential Insurance Co. of America, The  
Rightway Healthcare Inc.  
Rocket Lawyer Inc.  
RxProtect LLC  
True RX Health Strategists Inc.  
True Scripts Management Services LLC  
UKG Inc.  
UMR Inc.  
United Medical Resources  
UnitedHealthcare

**Debtors' Suppliers and Vendors**

Ace Drayage  
ADC Transport Inc.  
Afc0 Credit Corp.  
AH Logistics LLC  
AMG Trucking LLC  
Angel's Transport Corp.  
Antler Transport LLC  
Appvault LLC  
Armstrong Transport Group Inc.  
Auto Lineas America SA  
Bains Trucking Inc.  
Blue & Grey Transport Co. LLC  
Blume Global Inc.  
Brunetti Transport Inc.  
BVK Trucking Inc.  
Canadian Pacific Ltd.  
Citiguard Inc.  
CN Rail  
Condor Trucking Inc.  
Cowan Intermodal Group LLC  
CTX Group  
Cub Terminal Repair LLC  
Darsey Enterprises Inc.  
Diamond Strike LLC  
Direct Chassis Link Inc  
Distributors Transport Inc.  
Downtime Fleet Management Services  
E&A Transpros Inc.  
Elite Global Transport LLC  
FGM Logistics LLC  
Five Star Transport LLC  
Freedom 1 LLC  
Golden State Lines Inc.  
Greatwide American Trans-Freight LLC  
Hammertime Transport LLC  
Harpers Xpress Trucking LLC  
Insight Direct USA Inc.  
JJ Keller & Associates Inc.  
JJM Transportation Inc.  
Josh Taylor Trucking LLC  
JRIC Transportation LLC  
Kansas City Southern Railway  
Liberty 1  
Los Angeles Logistics LLC

Low Country Express  
Majestic Management Co.  
Martinez Venegas, David  
MEJ Transport LLC  
Milestone Equipment Corp.  
Minto Corp Enterprise Inc.  
Mountain Intermodal Inc.  
On Time Intermodal Inc.  
One USA Express Inc.  
One Way Up Transport LLC  
P&B Intermodal Services LLC  
Park Avenue Intermodal LLC  
Penske Logistics LLC  
PSC Custom LLC  
Q Super Holdings Inc.  
Rail Freight Logistics Inc.  
Ramirez, Edgar  
Reagan Trucking LLC  
River City Rush Delivery Inc.  
Send 123 Inc.  
Silver Lion Trade Services LLC  
Specialty Program Group LLC  
Star Accurate Intermodal Inc.  
Suburban Propane Partners LP  
Superior Hauling & Fast Transit Inc.  
Tforce Worldwide Inc.  
TRAC Services  
Treadstone Obo Selective Personnel Inc.  
TRX Great Lakes Inc.  
TRX Midwest Inc.  
Union Pacific Railroad  
Union Pacific Railroad Co. Inc.  
VCB Transport LLC  
Veteran Carriers Inc.  
Virdi Trucking Inc.  
Warren Xpress LLC  
Westar Cartage LLC  
Whitecrow Inc.  
Xtium Inc.

**SCHEDULE 2<sup>1</sup>**

**DISCLOSURES TO KELLEY DRYE’S RETENTION APPLICATION**

Kelley Drye currently represents or has represented the following creditors, equity holders, parties-in-interest and/or affiliates in the last three years on various matters wholly unrelated to the Debtors. In each of the three years prior to the Petition Date, such matters have accounted for the percentage indicated below of Kelley Drye’s collected revenue.

<b>Party</b>	<b>Relationship to Kelley Drye</b>	<b>Years of Representation</b>	<b>2025 % of Revenue Collected</b>	<b>2024 % of Revenue Collected</b>	<b>2023 % of Revenue Collected</b>
ArentFox Schiff	Affiliate of Current Client	2017 – Present	0.007%	0.000%	0.010%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
CIBC NY	Affiliate of Current Client	2020 – Present	0.000%	0.030%	0.063%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
Fortress Credit Advisors LLC	Affiliate of Current Client	2014 – Present	0.044%	0.001%	0.078%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
Golden State Lines Inc., Golden State Water (California Cities)	Affiliate of Current Client	2020 – Present	0.280%	0.012%	0.001%
Grant Thornton LLP	Affiliate of Current Client	2017 – Present	0.000%	0.000%	0.001%

<sup>1</sup> Given the Debtors’ designation of certain parties as confidential in their PII List, Kelley Drye has marked as confidential those parties falling within the same categories in its disclosures, consistent with the process utilized by the Debtors and their professionals in connection with their retention applications. Kelley Drye will disclose to the U.S. Trustee the identities of such confidential counterparties and Kelley Drye’s connections to them. Should the Court require disclosure of the identities of such counterparties, Kelley Drye is prepared to file under seal a version of this Declaration that includes a schedule identifying the potential counterparties and Kelley Drye’s connections to them.

<b>Party</b>	<b>Relationship to Kelley Drye</b>	<b>Years of Representation</b>	<b>2025 % of Revenue Collected</b>	<b>2024 % of Revenue Collected</b>	<b>2023 % of Revenue Collected</b>
Infosys Limited	Current Client	2005 – Present	0.127%	0.022%	0.007%
JPMorgan Chase	Current Client	2015 – Present	0.175%	0.157%	0.262%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
KPMG LLP	Current Client	2015 – Present	0.077%	0.074%	0.053%
MUFG Bank, LTD.	Affiliate of Current Client	2017 – Present	0.000%	0.008%	0.001%
National Grid-Niagara Mohawk	Affiliate of Current Client	2013 – Present	0.102%	0.124%	0.160%
Nefab Packaging Southeast LLC	Affiliate of Current Client	2025 – Present	0.002%	0.000%	0.000%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
Principal Financial Group	Affiliate of Current Client	2022 – Present	0.170%	0.077%	0.173%
Republic Services, Inc.	Current Client	2018 – Present	0.021%	0.023%	0.029%
Salesforce, Inc.	Current Client	2013 – Present	0.052%	0.054%	0.082%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
Suburban Water Systems	Current Client	2021 – Present	0.000%	0.066%	0.000%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
U.S. Bank N.A.	Current Client	2008 – Present	0.156%	0.435%	0.202%

<b>Party</b>	<b>Relationship to Kelley Drye</b>	<b>Years of Representation</b>	<b>2025 % of Revenue Collected</b>	<b>2024 % of Revenue Collected</b>	<b>2023 % of Revenue Collected</b>
Veolia Water New Jersey	Affiliate of Current Client	2025 – Present	0.006%	0.000%	0.000%
Verizon Communications Inc.	Current Client	2019 – Present	0.213%	0.326%	0.439%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
Waste Management Inc	Current Client	2025 – Present	0.002%	0.000%	0.000%
[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]	[Confidential]
Wintrust Commercial Finance	Current Client	2016 – Present	0.000%	0.102%	0.022%
Zoom Communications, Inc.	Current Client	2024 – Present	0.002%	0.003%	0.000%

**EXHIBIT C**

**DECLARATION OF GEAROID MOORE**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:  STG LOGISTICS, INC., <i>et al.</i> ,  Debtors. <sup>1</sup>	Chapter 11  Case No. 26-10258 (MEH)  (Jointly Administered)
---	---

**DECLARATION OF GEAROID MOORE IN SUPPORT OF THE APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF STG LOGISTICS INC., ET AL., FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KELLEY DRYE & WARREN LLP AS CO-COUNSEL TO THE COMMITTEE, EFFECTIVE AS OF FEBRUARY 1, 2026**

I, Gearoid Moore, hereby declare that the following statements are true and correct to the best of my knowledge after due inquiry as described herein.

1. I am over the age of 21 and I am the Chief Legal Officer of ProDrivers Staffing, Inc. (“ProDrivers”). ProDrivers is Chairperson of the Committee. I am, in all respects, competent and authorized under the Bylaws to make this declaration in support of the *Application of the Official Committee of STG Logistics Inc., et al., for Entry of an Order Authorizing the Employment and Retention of Kelley Drye & Warren LLP as Co-Counsel to the Committee, Effective as of February 1, 2026* (the “Application”).<sup>2</sup>

2. This declaration is provided pursuant to ¶ D.2 of the Appendix B Guidelines. I am informed by counsel that the Appendix B Guidelines request that any application

---

<sup>1</sup> The last four digits of Debtor STG Logistics, Inc.’s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The Debtors’ service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

<sup>2</sup> Capitalized terms used but not otherwise defined in my declaration have the meanings ascribed to them in the Application.

for employment of an attorney under 11 U.S.C. §§ 327 or 1103 be accompanied by a verified statement from the client that addresses the following:

- (a) The identity and position of the person making the verification.
- (b) The steps taken by the client to ensure that the applicant's billing rates and material terms for the engagement are comparable to the applicant's billing rates and terms for other non-bankruptcy engagements and to the billing rates and terms of other comparably skilled professionals.
- (c) The number of firms the client interviewed.
- (d) If the billing rates are not comparable to the applicant's billing rates for other non-bankruptcy engagements and to the billing rates of other comparably skilled professionals, then the circumstances warranting the retention of that firm.
- (e) The procedures the client has established to supervise the applicant's fees and expenses and to manage costs. If the procedure for the budgeting, review and approval of fees and expenses differs from those the client regularly employs in non-bankruptcy cases to supervise outside general counsel, explain how and why. In addition, describe any efforts to negotiate rates, including rates for routine matters, or in the alternative to delegate such matters to less expensive counsel.

**A. Identity of the Declarant**

3. ProDrivers was appointed to the Committee on January 28, 2026 and subsequently elected Chairperson of the Committee. Under the Bylaws, I am authorized to act on behalf of the Committee with respect to the Application.

4. I was involved in the Committee's decision to retain Kelley Drye as the Committee's co-counsel in these Cases and participated in the Committee's negotiation of the terms of Kelley Drye's employment.

**B. Steps Taken to Ensure Comparability of Engagement Terms**

5. I have confirmed with Kelley Drye that, while Kelley Drye's billing rates

vary from attorney to attorney based on such factors as the attorney's seniority and position with the firm (*e.g.*, partner, counsel, or associate), years of experience, and the demand for services in the attorney's particular area of expertise, attorney billing rates do not vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement.

6. The Committee has been informed that Kelley Drye seeks to set its hourly rates at levels that are competitive with Kelley Drye's peer firms. Kelley Drye has agreed to an hourly fee cap of \$1,360 in the Cases.

**C. Number of Firms Interviewed and the Decision to Retain Kelley Drye**

7. The Committee interviewed three firms and selected McDermott Will & Schulte as Committee counsel and Kelley Drye to serve as co-counsel. In making that decision, the Committee evaluated, among other things, Kelley Drye's experience representing committees in chapter 11 cases, including its service as lead and co-counsel to several creditor committees in complex chapter 11 cases in New Jersey. The Committee also evaluated Kelley Drye's rate structure to assess the firm's ability to deliver cost-effective service to the Committee.

**D. Procedures Established to Supervise Fees and Expenses and Manage Costs**

8. I understand that Kelley Drye's fees and expenses will be subject to review, comment and objection (if warranted) by parties-in-interest and to ultimate Court approval, including pursuant to interim and final fee applications Kelley Drye will file with the Court.

9. In addition to the fee application process and Court approval, I and/or the other members of the Committee will monitor Kelley Drye's interim fee applications to ensure that the fees and expenses requested are reasonable and the corresponding services were to necessary or beneficial to the Debtors' estates and the Committee. The Committee shall be given the Committee professional fee applications to review and approve at least five business days

before such applications are filed with the Court. If the Committee has an objection to any fees and expenses requested by Kelley Drye that cannot be resolved to the Committee's satisfaction informally, Kelley Drye has informed me that they will file a notice of objection on the Committee's behalf. In so doing, I understand that Kelley Drye reserves all rights to contest any such objection raised to the allowance or payment of its requested fees and expenses, and the Committee reserves the right to retain conflicts counsel to prosecute any such objection to the extent it cannot be resolved informally by the parties.

10. Nothing contained in this declaration is intended to (i) limit Kelley Drye's ability to request allowance and payment of fees and expenses pursuant to sections 330 and 331 of the Bankruptcy Code and the Compensation Order; (ii) restrict Kelley Drye's right to defend any objection raised to the allowance or payment of such fees, or (iii) prevent the Committee from formally opposing any fees or expenses requested by Kelley Drye, including retaining conflicts counsel, if necessary, to prosecute any such fee objection.

**F. Other Matters**

11. I am advised that Kelley Drye's hourly rates are subject to annual adjustments in January of each year to reflect economic and other conditions. I am further advised that, pursuant to ABA Formal Ethics Opinion 11-458, "periodic, incremental increases in a lawyer's regular hourly billing rates are generally permissible if such practice is communicated clearly to and accepted by the client at the commencement of the client-lawyer relationship and any periodic increases are reasonable under the circumstances." I am further advised that, pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." Kelley Drye disclosed to the Committee its rates in effect as of January 1, 2026. Kelley Drye has agreed to an hourly fee cap of \$1,360 in the Cases. If

Kelley Drye seeks to adjust its rate structure, the Committee expressly reserves the right to reject such modification.

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

Executed on February 26, 2026

By: /s/ Gearoid Moore  
Gearoid Moore