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Proposed Counsel for the Debtors and Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
WISER SOLUTIONS, INC., *et al.*,[1]	)	Case No. 26-80002-swe11
Debtors.	)	(Joint Administration Requested)

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

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

Emergency relief has been requested. Relief is requested not later than 8:30 A.M. (CT) on April 28, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on April 28, 2026, at 8:30 A.M. (CT) in Courtroom 3, 14th Floor, 1100 Commerce Street, Dallas, Texas, 75242.

Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 1-650-479-3207. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Everett's home page. The meeting code is 2304 017 9738. Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of electronic hearings. To make your appearance, click the "Electronic Appearance" link on Judge Everett's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Wiser Solutions, Inc. and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned bankruptcy cases (collectively, the "Debtors"), hereby file this Application (the "Application") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), granting the relief described below. In support thereof, the Debtors (i) rely upon the *Declaration of Donald Harer in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"),[2] filed contemporaneously herewith; (ii) submits the *Declaration of Sophie Frodsham in Support of Debtors' Emergency Application for Entry of an*

[2] A description of the Debtors, their business, and the facts and circumstances supporting this Application and the Debtors' chapter 11 cases are set forth in greater detail in the First Day Declaration. Capitalized terms used but not defined in this Application shall have the meanings ascribed to them therein.

Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date (the "Frodsham Declaration"), attached hereto as **Exhibit B**; and (iii) respectfully state as follows:

RELIEF REQUESTED

1. The Debtors seek entry of the Proposed Order, authorizing the Debtors to employ and retain Epiq Corporate Restructuring, LLC ("Epiq") as the claims, noticing, solicitation, and administrative agent (collectively, the "Claims Agent") in the Debtors' chapter 11 cases, effective as of the Petition Date (as defined below), consistent with the terms set forth in that certain *Services Agreement* between Epiq and the Debtors, dated as of April 14, 2026 (the "Services Agreement"), a copy of which is attached hereto as **Exhibit C**. Emergency consideration of this Application is requested to effectuate the Debtors' transition into bankruptcy and to immediately begin providing effective notice of pleadings and orders to interested parties.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Northern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b) and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

STATUTORY BASIS FOR RELIEF

3. The statutory basis for the relief requested herein are sections 156(c) of title 28 of the United States Code; section 105(a), 327(a), 330, and 503(b) of title 11 of the United States Code (the "Bankruptcy Code"); rules 2002, 2014(a), and 2016 of the Federal Rules of Bankruptcy

Procedure (the "Bankruptcy Rules"); rule 2014-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules"); and Section B.8(i) of the Procedures for Complex Cases in the Northern District of Texas (the "Complex Case Procedures").

BACKGROUND

I. The Chapter 11 Cases

4. On the date hereof (the "Petition Date"), the Debtors commenced the cases by filing petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. To date, the Office of the United States Trustee for Region 6 (the "U.S. Trustee") has not appointed an official committee in these Chapter 11 Cases, nor has any trustee or examiner been appointed.

6. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration.

II. The Need for and Terms of Epiq's Services

7. The Debtors have determined that there is a need for Epiq's services. Specifically, the Debtors believe it is necessary and in the best interests of their creditors and estate to engage Epiq to act as their Claims Agent to, among other things, (a) assist in the preparation of the Debtors' Schedules and Statement (as defined herein), (b) assume full responsibility for the distribution of notices, pleadings, and proof of claim forms as well as the maintenance, processing,

and docketing of all proofs of claim filed in the Chapter 11 Cases, and (c) in connection with any chapter 11 plan proposed by the Debtors, handle solicitation of the Debtors' disclosure statement, plan, ballots, and related notices, and tabulate ballots in connection with the voting on such plan. The terms of Epiq's proposed retention are set forth in the Services Agreement.

8. In view of the number of anticipated claimants, creditors, and parties-in-interest, the Debtors submit that the appointment of Epiq as the Claims Agent in the Chapter 11 Cases will provide the most effective and efficient means of, and relieve the Debtors and/or the Clerk of the Court (the "Clerk") of the administrative burden of, noticing, administering claims, and soliciting and tabulating votes and is in the best interests of the Debtors' estate and its creditors.

A. Epiq's Qualifications

9. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, balloting, and facilitating other administrative aspects of chapter 11 cases, including those in the senior living and healthcare industries. Epiq has substantial experience in matters of this size and complexity and has acted as the official claims and noticing agent in various jurisdictions nationwide. *See, e.g.*, *In re Inspired Healthcare Capital Holdings, LLC*, Case No. 26-90004 (MXM) (Bankr. N.D. Tex, Feb 2, 2026); *In re Buddy Mac Holdings, LLC*, Case No. 25-34839 (MVL) (Bankr. N.D. Tex, Dec 4, 2025); *In re Buckingham Senior Living Community, Inc.,* Case No. 25-80595 (MVL) (Bankr. N.D. Tex, Nov 17, 2025); *In re Groff Tractor Mid Atlantic, LLC*, Case No. 25-00010 (ELM) (Bankr. N.D. Tex, Oct 14, 2025); *In re Spirit Aviation Holdings, Inc.*, Case No. 25-11897 (SHL) (Bankr. S.D.N.Y. Sept. 3, 2025); *In re Genesis Healthcare, Inc.*, Case No. 25-80185 (SGJ) (Bankr. N.D. Tex. July 11, 2025); *In re Harvest Sherwood Food Distributors, Inc.*, Case No. 25-80109 (SGJ) (Bankr. N.D. Tex. May 9, 2025); *In re Synthego Corp.*, Case No. 25-10823 (MFW) (Bankr. D. Del. May 8, 2025); *In re*

Ascend Performance Materials Holdings, Inc., Case No. 25-90127 (CML) (Bankr. S.D. Tex. Apr. 21, 2025); *In re Global Clean Energy Holdings, Inc.*, Case No. 25-90113 (ARP) (Bankr. S.D. Tex. Apr. 16, 2025); *In re Royal Interco, LLC*, 25-10674 (TMH) (Bankr. D. Del. Apr. 10, 2025); *In re House Spirits Distillery LLC*, Case No. 25-10660 (KBO) (Bankr. D. Del. Apr. 9, 2025); *In re Nikola Corp.*, Case No. 25-10258 (TMH) (Bankr. D. Del. Feb. 20, 2025); *In re CarePoint Health Sys. Inc., d/b/a Just Health Found.*, Case No. 24-12534 (JKS) (Bankr. D. Del. Nov. 6, 2024); *In re Cattle Winddown Ltd.*, Case No. 24-80035 (SWE) (Bankr. N.D. Tex. Feb. 25, 2024); *In re Terraform Labs Pte. Ltd*, Case No. 24-10070 (BLS) (Bankr. D. Del. Jan. 21, 2024); *In re Audacy, Inc.*, Case No. 24-00004 (CML) (Bankr. S.D. Tex. Jan. 7, 2024); *In re Humanigen, Inc.*, Case No. 24-10003 (BLS) (Bankr. D. Del. Jan. 3, 2024); *In re Inversiones Latin Am. Power Ltda.*, Case No. 23-11891 (JPM) (Bankr. S.D.N.Y. Nov. 30, 2023); *In re WeWork Inc.*, Case No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 6, 2023); *In re Air Methods Corp.*, Case No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023); *In re Akumin Inc.*, Case No. 23-90827 (CML) (Bankr. S.D. Tex. Oct. 22, 2023); *In re Roman Catholic Archbishop of Baltimore*, Case No. 23-16969 (MMH) (Bankr. D. Md. Sept. 29, 2023); *In re Mercy Hospital, Iowa City, Iowa*, Case No. 23-00623 (TJC) (Bankr. D. Iowa Aug. 14, 2023); *In re Vesttoo Ltd.*, Case No. 23-11160 (MFW) (Bankr. D. Del. Aug. 14, 2023); *In re Yellow Corp.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Aug. 6, 2023); *In re MediaMath Holdings, Inc.*, Case No. 23-10882 (LSS) (Bankr. D. Del. June 30, 2023); *In re QualTek Services Inc.*, Case No. 23-90584 (CML) (Bankr. S.D. Tex. May 24, 2023); *In re NOC, Inc.*, Case No. 23-40266) (ELM) (Bankr. N.D. Tex. Jan. 30, 2023); *In re CCC Wind Down, Inc.*, Case No. 22-80000 (SGJ) (Bankr. N.D. Tex. May 23, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct. 15, 2021); *In re Tuesday Morning Corp.*, Case No. 220-31476 (HDH) (Bankr. N.D. Tex. May 27, 2020).

10. The retention of Epiq as the Claims Agent in the Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of the Chapter 11 Cases, and relieve the Clerk, the Debtors, and its retained professionals of these administrative burdens. Given the complex nature of the Chapter 11 Cases, the Debtors submit that the appointment of Epiq as the Claims Agent is merited, as it will decrease inefficiencies and administrative burdens, while maximizing the value of the Debtors' estate for all stakeholders.

B. Scope of Services

11. This Application pertains to the services to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Bankruptcy Code section 327(a). As detailed in the Services Agreement, Epiq will perform, among others, the following services (collectively, the "Services")[3] as the Claims Agent, at the request of the Debtors or the Clerk:

a. Provide a secure on-line tool through which creditors can file proofs of claim and related documentation;

b. Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix, as well as the Schedules of Assets and Liabilities (the "Schedules") and Statement of Financial Affairs (the "Statement")) and creditors/parties in interest (*e.g.*, proof of claim/interests), and a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;

c. Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notifying potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

[3] The summary of the Services contained in this Application is provided for convenience purposes only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Services Agreement, the terms of the Services Agreement shall control unless otherwise set forth herein.

d. Maintain a post office box or address for the purpose of receiving claims and returned mail and processing all mail received;

e. Process all proof of claim/interest submitted, including those received by the Clerk, checking claims processing for accuracy, and maintaining the original proofs of claim in a secure area;

f. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;

g. Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours;

h. Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim;

i. Create and maintain a public access website setting forth pertinent case information and allowing access to electronic copies of proofs of claim or proofs of interest;

j. 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;

k. Implement necessary security measures to ensure the completeness and integrity of the claims registers;

l. Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e);

m. 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;

n. Prepare and serve required notices in the Chapter 11 Cases, including: the notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; notice of any auction or sale hearing; notice of the claims bar date; notice of objections to claims; notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; notice of the effective date of the Plan; and other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Cases;

o. After service of a particular notice—whether by regular mail, overnight or hand delivery, email or facsimile service—file with the Clerk's office an affidavit of service that includes either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, a list of persons to whom the notice was mailed and the date and manner of mailing;

p. Update the claims database to reflect undeliverable or changed addresses;

q. Coordinate publication of certain notices in periodicals and other media;

r. Distribute Claim Acknowledgement Cards to creditors having filed a proof of claim/interest;

s. assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules and Statement;

t. Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed);

i. Coordinate distribution of solicitation documents;

ii. Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders;

iii. Respond to telephone inquiries from lenders, bondholders and nominees, as applicable, regarding the disclosure statement and the voting procedures;

iv. 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;

v. 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;

vi. Provide state-of-the-art call center facility and services, including (as and if needed): (i) creating of frequently asked questions, call scripts, escalation procedures and call log formats; (ii) recording automated messaging; (iii) training call center staff; and (iv) maintaining and transmitting call log to the Debtors and its advisors; and

vii. Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors.

u. Promptly comply with such further conditions and requirements as the Court may at any time prescribe;

v. Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;

w. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

x. Identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information is available);

y. Generating, assisting with, and providing strategic communications advice, strategy, and expertise, as needed;

z. Managing any distribution pursuant to any confirmed plan prior to the effective date of such plan;

aa. Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors;

bb. Within 30 days prior to the close of the Chapter 11 Cases, to the extent practicable, requesting that the Debtors submit to the Court a proposed order dismissing Epiq and terminating Epiq's services upon completion of its duties and responsibilities and upon the closing of the Chapter 11 Cases;

cc. Within seven (7) days of notice to Epiq of entry of an order closing the Chapter 11 Cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the cases; and

dd. At the close of the Chapter 11 Cases and after consultation with the Clerk's office, transport original documents to the Clerk's office in the proper electronic format.

12. 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; *provided, however*, that any claimants for which the Debtors had sought authority to redact personally identifiable information[4] shall be redacted and maintained separately by the Claims Agent.

[4] Contemporaneously herewith, the Debtors are seeking authority to redact certain personal information for individual creditors. *See Debtors' Emergency Motion for Entry of Order (I) Authorizing the Debtors to File (A) A Consolidated Creditor Matrix, (B) A Consolidated List of Top 20 Unsecured Creditors; (II) Authorizing the Debtors to Redact Certain PII from the Consolidated Creditor Matrix, Top 20 List, and List of Equity Holders; (III) Establishing a Complex Service List, (IV) Authorizing the Form and Manner of Notice of Commencement and Bar Dates; and (V) Granting Related Relief*, filed contemporaneously herewith.

C. Professional Compensation

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

14. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the U.S. Trustee, the DIP Lender, counsel for the Debtors, counsel for the DIP Lender, counsel for any official committee appointed in the Chapter 11 Cases, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

15. Prior to the Petition Date, the Debtors provided Epiq with a retainer in the amount of $25,000 (the "Retainer"). Epiq seeks to first apply the Retainer to all prepetition invoices, and thereafter, to hold the Retainer as security for the Debtors' payment obligations under the Services Agreement.

16. In addition, under the terms of the Services Agreement, the Debtors have agreed to indemnify and defend Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants, and employees under certain circumstances specified in section 8 of the Services Agreement, except in circumstances resulting

from Epiq's gross negligence or willful misconduct, or as otherwise provided in the Proposed Order. The Debtors believe that such indemnification is customary, reasonable, and necessary to retain the services of a claims agent in the Chapter 11 Cases.

D. Epiq's Disinterestedness

17. As set forth in the Frodsham Declaration, Epiq has reviewed its conflicts system to determine whether it has any relationships with the Debtors' creditors and parties-in-interest. Except as disclosed in the Frodsham Declaration, Epiq represents that it neither holds nor represents any interest materially adverse to the Debtors' estate in connection with any matter on which it would be employed. To the best of the Debtors' knowledge, Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b). Epiq will supplement its disclosures to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF REQUESTED

18. As set forth below, the Court is permitted to appoint Epiq as Claims Agent in the Chapter 11 Case. Indeed, this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases, including claims, noticing, and solicitation agents pursuant to 28 U.S.C. § 156(c), which 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.

28 U.S.C. § 156(c). Further, pursuant to Bankruptcy Code section 105(a), this Court may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this

title." 11 U.S.C. § 105(a). 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(a). Accordingly, the Court is empowered to utilize outside agents and facilities for noticing and claims purposes, provided the Debtors' estate pay the cost of such services.

19. Similarly, Bankruptcy Code section 327(a) provides that a debtor, subject to Court approval:

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

11 U.S.C. § 327(a) (emphasis added). The Debtors submit that the retention of Epiq under the terms described herein is appropriate under Bankruptcy Code section 327(a), because, as discussed above, Epiq does not hold an interest adverse to the Debtors' estate.

20. Prior to the selection of Epiq, the Debtors reviewed and compared Epiq's engagement proposal with other engagement proposals from other claims and noticing agents, and used these comparisons to negotiate certain accommodations with Epiq, ensuring selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given its quality of services and expertise.

21. Finally, Bankruptcy Rule 2014(a) requires that an application for retention include:

> [S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for

> compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party-in-interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. The Debtors submit that the appointment of Epiq as the Claims Agent is both necessary and in the best interests of the Debtors' estate and creditors. Such appointment will help to expedite and more efficiently facilitate the administration of the Chapter 11 Cases, particularly given the number of parties receiving notice in the Chapter 11 Cases as well as the number of anticipated claimants and will relieve the Debtors and the Clerk's office of associated administrative burdens. The Debtors also believe that the terms and conditions of the Services Agreement are reasonable in light of the anticipated number of creditors and other parties-in-interest that will be involved in the Chapter 11 Cases.

23. Moreover, courts in this district have approved retention of claims agents in other recent complex chapter 11 cases. *See, e.g.*, *In re Genesis Healthcare, Inc.*, Case No. 25-80185 (SGJ) (Bankr. N.D. Tex. July 11, 2025) [Docket No. 56]; *In re Harvest Sherwood Food Distributors, Inc.*, Case No. 25-80109 (SGJ) (Bankr. N.D. Tex. May 9, 2025) [Docket No. 66]; *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Jan. 14, 2025) [Docket No. 94]; *In re TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Dec. 2, 2024) [Docket No. 278]; *In re Eiger BioPharm., Inc.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. April 5, 2024) [Docket No. 83]; *In re Sunland Medical Found.,* Case No. 23-80000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023) [Docket No. 40]; *In re Christian Care Ctrs., Inc.*, Case No. 22-80000 (SGJ) (Bankr. N.D. Tex. May 26, 2022) [Docket No. 75]; *In re Senior Care Ctrs., LLC*, Case No. 18-33967 (BJH) (Bankr. N.D. Tex. Dec. 7, 2018) [Docket No. 102].

24. For these reasons, the Debtors respectfully submit that the appointment of Epiq as its Claims Agent is necessary and in the best interests of the Debtors and their estate and will serve to maximize the value of the Debtors' estate for all stakeholders.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

25. In accordance with the Debtors' request, Epiq has agreed to serve as Claims 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 on and after the Petition Date, including prior to approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by Epiq's retention, as proposed in the Application, because Epiq has provided, and continues to provide, valuable services to the Debtors' estate during the interim period. Additionally, such relief is permitted under section B.8(i) of the Complex Case Procedures pursuant to the General Order 2026-02. *See* Complex Case Procedures, § B.8(i). Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Epiq as Claims Agent effective as of the Petition Date.

EMERGENCY CONSIDERATION

26. Pursuant to the Local Rules and Complex Case Procedures, the Debtors request emergency consideration of this Application. The Debtors submit that emergency relief in connection with this Application is essential to the success of these chapter 11 cases. As discussed herein, and in the First Day Declaration, any delay in granting the relief requested could hinder the ultimate success of the Debtors' chapter 11 cases, and significantly impact the Debtors' ability to move forward in this case and pursue a value-maximizing process.

27. Additionally, Bankruptcy Rule 6003(b) empowers the Court to grant relief within the first twenty-one (21) days after the Petition Date if the "relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001). For the reasons described above and in the First Day Declaration, the relief requested is necessary for the Debtors to operate their businesses in the ordinary course and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors believe that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

RESERVATION OF RIGHTS

28. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (i) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (ii) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (iii) a promise or requirement to pay any claim; (iv) an implication or admission that any particular claim is of a type specified or defined in this Application or any order granting the relief requested by this Application or a finding that any particular claim is an administrative expense claim or other priority claim; (v) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (vi) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (vii) a waiver or limitation of the Debtors', or

any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (viii) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Application are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the requested relief, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

NOTICE

29. The Debtors will provide notice of this Application to: (i) the United States Trustee's Office for Region 6; (ii) the Debtors' collective twenty largest unsecured creditors on a consolidated basis; (iii) Crestline, Direct Finance, L.P., as DIP Agent; (iv) Jones Day, as counsel to the DIP Agent; (v) the Internal Revenue Service; and (vi) any other party that has requested notice pursuant to Bankruptcy Rule 2002 as of the time of service. Due to the nature of the relief requested herein, the Debtors submit that no other or further notice need be provided.

30. A copy of this Application is available on (a) the Court's website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' proposed claims and noticing agent, https://dm.epiq11.com/wiser.

WHEREFORE, the Debtors respectfully request that this Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

[*Remainder of page intentionally left blank*]

Dated: April 27, 2026

Respectfully submitted,

By: */s/ Katharine Battaia Clark*

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(*pro hac vice* pending)
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Proposed Counsel for the Debtors and Debtors-in-Possession

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Application was served by the Court's CM/ECF system on all counsel of record registered in the Chapter 11 Cases through CM/ECF. Subject to the Court's approval of its retention and access to filing privileges, the Debtors' proposed claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Application.

Dated: April 27, 2026

Respectfully submitted,

By: */s/ Katharine Battaia Clark*

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Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit A

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
WISER SOLUTIONS, INC., *et al*.,[1]	)	Case No. 26-80002-swe11
Debtors.	)	(Joint Administration Requested)

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "Application")[2] of the above-captioned debtors and debtors-in-possession (the "Debtors") for entry of an order (this "Order") appointing Epiq Corporate

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.
[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

Restructuring, LLC ("Epiq") as the Debtors' claims, noticing, solicitation, and administrative agent (the "Claims Agent"), pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code sections 105(a) and 327(a), in the Debtors' chapter 11 cases effective as of the Petition Date, to, among other things and without limitation, (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, (c) facilitate the Debtors' solicitation efforts with respect to any chapter 11 plan and tabulation of any votes submitted in connection with the same, and (d) 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, in each case as more fully set forth in the Application and subject to the terms of this Order; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Application having been given under the particular circumstances; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors,

their estate, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is GRANTED as set forth herein.

2. The Debtors are authorized to employ Epiq as Claims Agent effective as of the Petition Date under the terms of the Services Agreement attached to the Application as modified by this Order.

3. Epiq is authorized and directed to perform the services as described in the Application, the Services Agreement, and this Order. If a conflict exists, this Order controls.

4. Epiq may not sell bankruptcy data obtained through its role as the Claims Agent to third parties.

5. The Clerk shall provide Epiq with Electronic Case Filing ("ECF") credentials that allow Epiq to receive ECF notifications, file certificates and/or affidavits of service.

6. Epiq is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. Epiq shall maintain the official Claims Register(s) in these cases. Epiq must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of claim and all attachments may be redacted only as ordered by the Court.

7. Epiq shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

8. Epiq shall provide (a) an electronic interface for filing proofs of claim in these cases; and (b) a post office box or street mailing address for the receipt of proofs of claim sent by United States mail or overnight delivery.

9. Epiq is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Services Agreement.

10. Epiq shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the DIP Lenders, counsel for the DIP Lenders, the United States Trustee, counsel for any official committee appointed in the Chapter 11 Cases, and any party in interest who specifically requests service of the monthly invoices in writing (collectively, the "Notice Parties").

11. Epiq shall not be required to file fee applications. Upon receipt of Epiq's invoices, the Debtors are authorized to compensate and reimburse Epiq for all undisputed amounts in the ordinary course in accordance with the terms of the Services Agreement; *provided, however*, that the Notice Parties shall have a period of 10 calendar days to object to the amount of such invoice prior to the Debtors' payment of such amounts or such shorter time as agreed to by the Notice Parties. All amounts due to Epiq will be treated as Bankruptcy Code section 503(b) administrative expenses. Epiq may apply its Retainer in accordance with the Services Agreement and the terms of this Order.

12. The Debtors shall indemnify Epiq under the terms of the Services Agreement, as modified and limited by this Order. Notwithstanding the foregoing, Epiq may only be indemnified for claims, noticing, and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

a. For matters or services arising before these cases are closed, any matter or service not approved by an order of this Court.

b. Unauthorized marketing activities or data or privacy breaches.

c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from: (i) Epiq's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty; (ii) a contractual

dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

d. This paragraph does not preclude Epiq from seeking an order from this Court requiring the advancement of indemnity, contribution or reimbursement obligations in accordance with applicable law.

e. Any act, omission, or failure to act, for which indemnification would not be permissible under Fifth Circuit precedent.

13. Epiq shall not cease providing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court. In the event Epiq is unable to provide the Services set out in this Order and/or the Services Agreement, Epiq will immediately notify the Clerk and the Debtor's attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

14. After entry of an order terminating Epiq's services, upon closing of these cases, or for any other reason, Epiq shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtors for such archiving services. Furthermore, Epiq shall deliver to the Clerk an electronic copy in .pdf format of all proofs of claim. Once the electronic copy has been received by the Clerk, Epiq may destroy all proofs of claim in its possession 60 days after filing a Notice of Intent to Destroy on the Court's docket.

15. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

16. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application under the circumstances, and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

17. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Epiq's services may be altered only on separate motion and further order of this Court.

19. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is granted solely as set forth in this Order and solely with respect to the Services set forth in the services schedule attached to the Services Agreement.

 # # # END OF ORDER # # #

Order submitted by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit B

Frodsham Declaration

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
WISER SOLUTIONS, INC., *et al*.,[1]	)	Case No. 26-80002-swe11
Debtors.	)	(Joint Administration Requested)

DECLARATION OF SOPHIE FRODSHAM
IN SUPPORT OF THE DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE

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

1. I am a Consulting Director at Epiq Corporate Restructuring, LLC ("Epiq"), a chapter 11 administrative services firm whose headquarters are located at 777 Third Avenue, 12th Floor, New York, NY 10017. Except as otherwise noted in this declaration (this "Declaration"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the *Debtors' Application for Entry of Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims,*

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date (the "Application"),[2] filed contemporaneously herewith.

3. As the Claims Agent, Epiq will perform, at the request of the Debtors or the Clerk, the Services specified in the Application and the Services Agreement. In furtherance of the foregoing, Epiq represents the following:

a. Epiq, its members, and its employees are not and were not, within two years before the date of the filing of the Chapter 11 Cases, creditors, equity security holders, insiders, or employees of the Debtors;

b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims Agent in the Chapter 11 Cases;

c. by accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;

d. in its capacity as the Claims Agent in the Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;

e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in the Chapter 11 Cases;

f. Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is engaged;

g. in its capacity as Claims Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;

h. Epiq shall be under the supervision and control of the Office of the Clerk of the Bankruptcy Court (the "Clerk") with respect to the receipt and recordation of claims and claim transfers;

i. Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j. none of the services provided by Epiq in the Chapter 11 Cases shall be at the expense of the Clerk.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed in the Application.

4. Epiq is a data processing firm that specializes in chapter 11 administration, consulting and analysis, including noticing, claims processing, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has assisted and advised numerous chapter 11 debtors in connection with noticing and claims administration and reconciliation. Epiq has provided identical or substantially similar services in other chapter 11 cases nationwide, including before this Court.

5. The Debtors wish to retain Epiq as the Claims Agent for the Chapter 11 Cases to: (a) serve as the Claims Agent to mail notices to the estate's creditors and other parties-in-interest; (b) provide computerized claims, objection, solicitation, and balloting database services; and (c) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Chapter 11 Cases. Additional details regarding services to be provided are described in the Services Agreement attached to the Application as **Exhibit C**.

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

7. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Potential Parties-in-Interest") in the Chapter 11 Cases. The list of Potential Parties-in-Interest, attached hereto as **Schedule 1**, was provided by the Debtors and included the Debtors, the Debtors' current and former directors and officers, the Debtors' other restructuring professionals, the provider(s) of any debtor-in-possession financing, the Debtors' secured creditors and largest unsecured creditors, the Debtors' landlords, and other significant parties in interest, the personnel of the Office of the

U.S. Trustee for the Northern District of Texas, and the judges of this Court. The results of the conflicts check were compiled and reviewed by Epiq professionals under my supervision. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq, these parties have been identified on a list annexed hereto as Schedule 2 (the "Client Match List"). At this time, and as set forth in further detail herein, Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the best of my knowledge, based upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, its creditors, or other relevant parties-in-interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, administrative, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq's neutral position as claims and noticing agent or administrative advisor in the listed-party's cases, or any other cases, Epiq does not view such relationships as real or potential conflicts. Indeed, Epiq has and will continue to represent clients in matters unrelated to the Chapter 11 Cases. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties-in-interest that may be involved in the Chapter 11 Cases in matters unrelated to the Chapter 11 Cases. Epiq may also provide professional services to entities or persons that may be creditors or parties-in-interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors. Accordingly, to the best of my knowledge, Epiq and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors' estate related to any matter for which Epiq will be employed.

8. If any new relevant facts or relationships are discovered or arise, Epiq will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a). Moreover, pursuant to Bankruptcy Code section 327(c), Epiq is not disqualified from acting as the Claims Agent merely because it currently represents certain of the creditors or other entities that may be parties-in-interest in matters unrelated to the Chapter 11 Cases.

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

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

11. Neither DTI, DTI Topco, OMERS, nor Harvest are currently identified on the schedule of Potential Parties-in-Interest. However, the following disclosure is made out of an

abundance of caution and in an effort to comply with the Bankruptcy Code and the Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco ("Parent Board Designees"). No designees of OMERS or Harvest are members of the Board of Directors of DTI, Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the "Barrier"): (a) prior to the Debtors commencing the 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; (b) 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; (c) 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; (d) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq's offices; (e) 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 (f) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS, and Harvest against the Debtors and the Potential Parties-in-Interest schedule 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 DTI, DTI Topco, OMERS, or Harvest, to the extent necessary, any potential or actual connection between DTI, DTI Topco, OMERS, or Harvest and the Debtors and the potential parties-in-interest.

14. Based on the foregoing, I believe that Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estate with respect to any matter upon which Epiq is to be engaged. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to promptly supplement its disclosure to the Court.

15. In addition, the indemnification provisions set forth in the Services Agreement reflect standard and customary terms of engagement contained in Epiq's engagement letters both in and outside of bankruptcy. Based on my experience, these indemnification provisions are similar to provisions in the engagement letters of other similarly situated companies in engagements both in and outside of bankruptcy.

16. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of $25,000, which Epiq applied to all prepetition invoices, and thereafter, Epiq may hold the retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

17. If appointed as Claims Agent, Epiq will not (a) cease providing the administrative services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court or (b) undertake any legal representation of the Debtors or provide any advice of a legal

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

18. Epiq will comply with all requests of the Clerk.

[*Remainder of page intentionally left blank*]

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

Dated: April 27, 2026

/s/ Sophie Fordsham
Sophie Frodsham
Consulting Director
Epiq Corporate Restructuring, LLC

Schedule 1

Parties-in-Interest List

Wiser Solutions Inc.
Interested Parties List

Debtors
Blosm LLC
Brand Protection Agency LLC
RW3 Technologies Inc.
Shelvspace, Inc.
Wiser Solutions Inc.

Non-Debtor Subsidiaries
Birds SA
Hooky, Inc.
Insight Quest Pty Ltd.
MarketTrack Global Pty Ltd
Pacific Acquisition Pty Ltd.
Quad Analytix India Private Ltd
Wise Commerce Inc.
Wise Commerce Ltd
Wise eCommerce Ltd.
Wiser Analytics ULC
Wiser Solutions SAS
WorkIT GmbH
WorkIT Software S.S de C.V
WorkIT Technologies (UK) Ltd.

Directors and Officers
Charles Sweet
Donald Harer
Mathieu Gagne
Michael Richards
Scott Avila

Debtors' Professionals
Epiq Global
Hogan Lovells US LLP
Paladin Management Group
Thompson Coburn LLP

Landlords
40 Broad Street Owner, Inc.
Casiopea Bovet Properties, LLC

Secured Creditors
Crestline Investors, Inc.

Wiser Solutions Inc.

Interested Parties List

Utility Providers

40 Broad Street Owner, Inc.
A Software Company
Adobe Inc.
Amazon Web Services, Inc.
Anthropic
Apple Inc.
Atlassian Software
Auth0
Avalara, Inc.
Backblaze, Inc.
Bill.com
Bitwarden
Bright Data (FKA: Luminati Networks LTD)
Carta
Cloudinary
Cogent Canada Inc.
Coralogix Inc.
Crown Castle Fiber LLC
DigitalOcean
DNSFilter, Inc.
Figma
GitHub.Com
GoDaddy
Google Cloud
Grasshopper LLC
Groq Inc.
Help Scout
HubSpot Inc.
Intercom
iPRoyal
Kurrent, Inc.
LaunchDarkly
Mailchimp
Microsoft-Azure
Mixpanel Inc.
Monday.com
MongoDB, Inc.
NetApp, Inc.
Ninjaone
One Identity LLC
OnOph
OpenAI
OpenVPN
Oracle America, Inc.
Orca Security Inc.
Oxylabs
Pagerduty, Inc.
PostScan Mail
Proxymesh LLC
Realtimeboard, Inc. dba Miro

Wiser Solutions Inc.
Interested Parties List

Retool Pro
RL Associates Inc.
Salesforce.com Inc
SmartRecruiters
SolarWinds Cloud
SurveyMonkey
Temporal Technologies Inc
Twilio
WOOLPERT
Zapier
Zoho Corporation

Vendors

100%
1-800-GOT-JUNK
2020 Companies
40 Broad Street Owner, Inc.
4allpromos.com
84 Lumber Company
8x8, Inc.
A Software Company
A&A Auto Parts Store, Inc.
Abt Electronics, Inc.
Academy Sports + Outdoors
Ackerstein Law
Active Living Holding Company LLC
Activision Publishing
Activpayroll Ltd
Adobe
Adobe Inc.
Adorama Inc.
Advertising Checking Bureau
Aeromotive, Inc
Aetna
AHF Products
Airxcel, Inc.
Alabama Department of Revenue
Albertsons Companies, Inc.
Align.LY LLC
Allegrow
Alliance Sales & Marketing, Inc.
Alphabroder
Alpine Electronics Inc
Amazon
Amazon Marketplace
Amazon Prime
Amazon Web Services, Inc.
Amazon.com.ca, Inc.
AMD Direct, Inc.
American Collections Enterprise, Inc.

Wiser Solutions Inc.

Interested Parties List

American Copper & Brass
American Express
American Freight, Inc.
American IP Protection Services
American Metalcraft
American Range
Ansell Limited
Anthropic
Aon Consulting, Inc.
Apple Inc.
Apple Search Ads
Apple, Inc. : Beats by Dre (ACB)
AppWrap, Inc.
Ariba, Inc.
Arnott
ARPALUS USA, INC
Astound (RCN/Astound Broadband)
AT&T
Atlassian Software
Attindas Hygiene Partners
Aura Bora
Auth0 (Okta subsidiary)
Avalara, Inc.
Avalara, Inc.
Avalaunch Media, LLC
Avery Products
Backblaze, Inc.
Backcountry, LLC
Bain & Company
BAIRESDEV LLC
Baker & McKenzie LLP
Baker Tilly US, LLP
Barilla America, Inc.
Barkman Honey
Bass Pro Shops
Bauerfeind
Bay Food Brokerage, Inc.
Bayer HealthCare LLC
Belami, Inc DBA 1STOPLighting.com
BelliWelli
Bensussen Deutsch & Associates
Berkshire Partners
Best Buy
Best Buy Canada
Better Sour
BevNET.com, Inc.
Beyond ML Inc
Big Bike Parts, Inc.
Bill.com
Bilstein
Bitwarden

Wiser Solutions Inc.

Interested Parties List

Blue Ocean Software LLC
Blue Ocean Software, LLC
Blue Ridge Knives
Bluestem Brands
Bradshaw International
BrassTech
BreadnBeyond
Brent Industries LLC
Bright Data (FKA: Luminati Networks LTD)
BrightEdge Technologies, Inc.
Brightwell
Brother International Corporation (Canada) Ltd.
Bugsnag
Bulbs.com
Bush Brothers & Company
C&S Wholesale Grocers, Inc.
CAC Specialty
CAGGIANO REAL ESTSATE LAW, LLC
Calendly
Cal-Mil
Cambridge Isotope Laboratories
Cambro Manufacturing Company
Camp Chef
Canon USA
Capterra Inc.
Carewell Family, Inc.
Carlisle Food Service Products
Carta
Casiopea Bovet Properties, LLC
Casper Sleep Inc.
CDW Direct
Centersquare (FKA: Cyxtera Communications, LLC)
Certify (Emburse)
Cheap.com
Chobani
Chroma Ventures LLC
Chubb
Chunk Chunk Ice Cream
Church & Dwight
Cigna HealthCare
Circle Internet Services, Inc.
CirclrCi.com
Cirrus Insight
Citizen Watch Company of America, Inc.
City and County of Denver
City of Columbus
City of San Mateo
Clorox Services Company
CloudFlare, Inc.
Cloudinary
Cocojune

Wiser Solutions Inc.

Interested Parties List

Cocoon Financial Services, Inc.
Code Climate
Codeium
CoderPad
Cogent Canada Inc.
Cole Haan, LLC
Colgate-Palmolive Company
COLLIERS INTERNATIONAL NEW ENGLAND LLC
Conair LLC
Conair LLC
Concur Technologies, Inc.
Connor Group Global Services, LLC
Conopco. Inc. dba Unilever
Conrad Metlitzky Kane
Consolidated Sales Network
Consolidated Sales Network
Convergent Information Security Invoice
Converse, Inc.
Coralogix Inc.
Corral Boots
Corrs Chambers Westgarth
Costco Wholesale Canada Ltd.
Costco Wholesale Corporation
CPO Commerce
Crosslake Technologies, LLC
Crown Castle Fiber LLC
CT Corporation
CubeSmart
CuraLife

Customers

CVS Pharmacy, Inc.
D.E. Shaw & Co.
D'Addario & Company, Inc.
Daisy Brand
Dan Post Boot Co.
Dana Incorporated
Danone US, LLC
DataCamp, Inc.
Datadog, Inc.
Datasite LLC
dbdiagram.io (Holistics Software)
Dealfront Germany GmbH
Degree, Inc (DBA Lattice)
Delaware Secretary of State
Delta Air Lines
DEMDACO
Descript
Digital Insiders
DigitalOcean
DirecToHispanic LLC (CA Fortune Sales & Marketing, LLC)
DNS Filter, Inc.

Wiser Solutions Inc.
Interested Parties List

Do My Own
Docker, Inc.
DocuSign
Doms Market LLC
Double Brew LLC
Dovetail
DPI Offroad Brands | Bumper Superstore (Daystar Products)
Dropbox
Dun & Bradstreet
Duo Partners Consulting LLC
Eaton Corporation
Eaton Vehicle Group
Ecobee
Edge Sales & Marketing
eGifter
Elbows Out
Elder's Ace Hardware
Ellsworth Adhesives
EMC Hospitality
Emkay
Encompass
Energizer Holdings
Enersys
English Riding Supply
Enhanced Laser Products
Envato Marketplace
ERP Buddies Inc.
Essendant
ESX Technology Solutions
Eternal Water
Eton Venture Services
EURPAC Services, Inc.
Event Store Ltd
Everstage Inc
Evolucion Innovations, Inc.
Exxel Outdoors Inc
ezCater
F.W. Webb Company
Facebook
Facebook (Meta Platforms)
FacetWP, LLC
Fairfax (likely Fairfax Financial Holdings)
Farris LLP
Federal Industries (Standex)
Federal Process
Fellow.app
Ferrara Candy Company
Ferrero USA, Inc.
Fidelity
Figma
FineLight Media

Wiser Solutions Inc.
Interested Parties List

Fisher Investments
Fiskars Living Canada, Inc.
Fiskars Living US, LLC
Flexera Software LLC
Font Awesome
Foot Locker, Inc.
Fox Racing Inc
Framer
f'real foods, LLC
FTP Today
FurHaven Pet Products, Inc
G2 Crowd (G2.com)
GCI Tandem Inc.
Gemfury
General Datatech, L.P.
General Mills, Inc.
General Motors
Gerber Gear
GHRA- Greater Houston Retailers Cooperative Association, Inc.
GHT Corp. (FKA: Bouquet Collection)
G-III Apparel Group , Ltd.
GitHub.Com
GLD Products
Global Techtools LLC
Global Upside, LLC
Globe Union Industrial Group
GNC Corporation
GoDaddy
Good Good
Goodman Manufacturing
Goodwin Procter (France) LLP
Goodwin Procter LLP
Goodyear & Dunlop Tyres
Google Ads
Google Cloud
Google LLC
Google Workspace
Google, Inc
GORGIE
Grand & Toy
Grant Thornton LLP
Grasshopper LLC
Graybar Electric Company, Inc.
Green Device Exchange
Green Spoon Sales
Grokability
Groq Inc.
Grubhub
Grundfos
Guitar Center
Hallo, Inc.

Wiser Solutions Inc.
Interested Parties List

Handsontable
Happy Socks AB
Harborside Hotel
Harry's
Hawaii Volcanic Beverage Company
Hayneedle
Headway Workforce Solutions Inc
Health-Ade, LLC
HEB Grocery
Helios Solutions
Help Scout
HH Brown
Hill's Pet Nutrition US
HireRight
HireTeamMate, Inc dba HireEZ
HIYA TechSolutions Private Limited
HIYAS SOFTWARE PRIVATE LIMITED
Hogan Lovells US LLP
Home Hardware Stores Limited
Hoshino USA
Hoshizaki America, Inc.
HubSpot, Inc.
HWY Partners
Hypard Trading Corp
Indeed
InfoBeyond
Ingles Markets Inc
Insight Canada Inc.
Insight Direct USA INC
Instacart
Integrated Supply Network
Intercom
Interstate Batteries
INTOO LLC
Intuit
Intuit Inc.
InVisionApp, Inc.
iPRoyal
ipstack
IRC Consulting, Inc.
Irving Consumer Products
J/K Labs Inc.
Jackson Warewashing
JELD-WEN, Inc.
Jenson USA
JetBrains
Jon Renau
Jungle Scout
Junk King LLC
JURA Capresso, Inc.
Kaiser

Wiser Solutions Inc.
Interested Parties List

Kantar Retail
KaTom
Kawasaki Motors Corp
KC HiLiTES Inc.
Kellogg Canada Corp. (WKKC)
Kellogg Canada Inc. (Kellanova)
Kent Building Supplies
Kimberly Brokenberry
KIND, LLC.
Kinetix Technology Services, LLC
King Juice Company, Inc.
King Technology, Inc.
KnowBe4, Inc.
KOR shots
Kretek International, Inc
KTM Company
KubeCost.com
Kuuli Technologies SL
L&L Candle Company, LLC
LaCroix Beverages, Inc.
Lambert Vet Supply, LLC
Language Testing International, Inc
Latham & Watkins LLP
LaunchDarkly
Lawson-His
LeadIQ, Inc
Leatt USA
LEGO Systems, Inc.
Legrand SA
Lehman Hardware & Appliances Inc.
LEK Consulting
LEM Products
Lenny's Newsletter
Lessonly, Inc.
Leupold & Stevens
Lexmark International Inc.
LG Electronics Canada
LG Electronics U.S.A., Inc.
Lifetime Products
Light Bulb Surplus / Incon Lighting
LightEdge Solutions
Lindt & Sprungli USA, Inc.
LinkedIn
Lippert
LIPTON Teas and Infusions
Liquor Barn
Litmus
Littler Mendelson PC
Living Proof, Inc.
LivOn Laboratories Inc.
Localazy

Wiser Solutions Inc.
Interested Parties List

Loco Coffee
Logitech Inc.
Loyens & Loeff N.V.
Lucid Software Inc.
Mailchimp
Mailgun Technologies, Inc.
MAM Baby
MARKETTRACK GLOBAL PTY LTD (USA-C)
Mars, Inc
Masco Corporation
Mastro & Associates
Mattress Firm
Maxerience
Maxerience Inc
Maxwell Distributors
Mazars
McLeod Racing
Medis
MEETZ BRASIL CONSULTORIA E SERVICOS LTDA
Metabo Corp
Mevotech
MFI Medical
Mickey Thompson Tires
Microsoft Bing Ads
Microsoft Corporation
Microsoft-Azure
Mixpanel Inc.
Momentum Telecom Inc
Monday.com
MongoDB, Inc.
Montigo
Moo Inc
Moss Adams LLP
Motorola Solutions Inc.
Moz
Mueller Yurgae
MW Company, LLC
N1 Health
NameCheap
Namecheap.com
Nebraska Furniture Mart, Inc.
Nespresso USA, Inc.
Nestle Health Science
Nestle Purina North America
Nestlé Purina PetCare Canada
NetApp, Inc. (FKA Spotinst)
Network Solutions
New Balance Athletics
New York Life
New York State Department of Taxation and Finance
Newfront Insurance

Wiser Solutions Inc.
Interested Parties List

Nielsen Consumer LLC
Ninjaone
Nokian Tyres plc
Nova 401(k) Associates
Nova Naturals
Numerator, LLC (C)
Nutramax Laboratories
Nuun & Co.
NVIDIA Corporation
NYS Assessment Receivables
NYS Workers Compensation Board
Ogletree Deakins Nash Smoak & Stewart
Ohio Bureau of Worker's Compensation
Old Trapper Smoked Products Inc
OliPOP, Inc
Olivio Premium Products
One Identity LLC
Online Stores, LLC
Only Natural Pet (ONP-ECOM, LLC)
OnOph
Ontario Teachers' Pension Plan
OpenAI
OpenRouter, Inc.
OpenVPN
Oracle America, Inc.
Orca Security Inc.
Orum Inc.
OSI DIGITAL INC
Otter.ai
Outreach
Oxylabs
PA Department of Revenue
Paddle.net
Pagerduty, Inc.
Painless Performance (Perfect Perf)
Paladin
Park Place Technologies LLC
Parts Express
PayPro
PC Connection, Inc.
Pensa Systems Inc
Pentland Brands, North America
Perfetti Access Strategies
PerTronix
Pet Supermarket, Inc.
PetWise
Philips Canada
Philips Consumer Lifestyle Division
Philips Domestic Appliances
Planning Poker
Plumbers Stock

Wiser Solutions Inc.
Interested Parties List

Pluralsight
Post Consumer Brands-(PCB)
Postman
PostScan Mail
Power Bolt And Tool Inc
Prairie Farms Dairy
Preferred Investigation, LLC
Premier Copper Products, LLC.
Premier Nutrition
PRIDE Centric Resources
Primary Arms LLC
Prime-Line Products
Promaster
Proxymesh LLC
Prym Consumer USA Inc
PSR Brands
Puma
Pure Beverage
Purity Products
Putco
QSC, LLC
Quadratec Inc
Quench
Quest Software Inc.
Raceline Wheels
Rackspace Cloud
Radwell International Inc
Raney's LLC.
Rapid7 LLC
Razor USA LLC
Realtimeboard, Inc. dba Miro
RealVNC
Regal Beloit America, Inc. (RBC)
Regus Management Group
Reily Beverage Company
Reliance Worldwide Corporation
RepairClinic, LLC
Retool Pro
Revival Animal Health
RevolutionParts
RevRoutine LLC
Rigid Industries
RISE Brewing Co.
RL Associates Inc.
Roamler - US
Roamler B.V.
Roamler Iberica
Roamler UK Ltd.
Rockford Fosgate
Rockler
Rocky Mountain ATV, Inc.

Wiser Solutions Inc.
Interested Parties List

Round 2 Corp.
RRI GOODS
Ruiz Foods
Rust-Oleum Corporation
S&S Activewear LLC, DBA Clothing Shop Online, LLC
Salesforce.com Inc
Samsung Appliances
Samsung Electronics America, Inc.
Samsung Memory
San Mateo County Tax Collector
Sanzo Brands Inc.
Sauce Extracts
Saul Ewing LLP
Scandit Inc
Scarpa
Schulte Roth & Zabel LLP
Seagate Technology LLC
Seaport Global Securities
Seggiano USA, Inc.
Seirus
Serta Simmons Bedding, LLC
Shankman & Associates
Sharp Electronics Corporation USA
Shell
Sheridan Ross
SHOKZ (SINGAPORE) PTE. LTD
shopPOPdisplays
Signify North America
Slack Technologies Inc.
Slate Craft Goods, LLC
SmartRecruiters Inc.
Snowflake Computing, Inc.
So Good So You
SolarWinds Cloud
Sonesta Simply
Sony Electronics, Inc.
Sony Interactive Entertainment
Southern Champion Tray
SPAL, USA
SparkToro
Specified Technologies Inc.
SpyFu.com
SRAM, LLC
StackBlitz
Standard Motor Products, Inc.
Standard Restaurant Supply
Standup Alice
State of California FRANCHISE TAX BOARD
State of New Jersey
Statista Inc.
Steve Madden

Wiser Solutions Inc.
Interested Parties List

Suja Juice
Supervalu Inc.
SupplyHog
Surveillance-video
SurveyMonkey (Momentive)
Surveymonkey.com
SwagUp
Take 5 Oil
Talking Rain
Tauler Smith LLP
TeamSync Software Inc
TeamWorks
Tele-Communication
Temporal Technologies Inc
Tenneco Automotive
Terborg Distributing, Inc.
TestRail
Texas Workforce Commission
That Pet Place
The Advertising Checking Bureau, Inc.
THE AMES COMPANIES, INC.
The Brick Warehouse LP
The Campbell's Company
THE CITY OF BOSTON
The Clorox Company
The Goodyear Tire & Rubber Company
The Hanover Insurance Group
The Hershey Company
The Home Depot
The Kellogg Company
The Lavazza company
The Lemon Perfect Company
The Vitamin Shoppe
THI E-Commerce, LLC (RealTruck.com)
Things From Another World, Inc.
Thrive Market, Inc.
Timex Group USA, Inc.
Timmons Sheehan
Tireco Inc
Top Tier II LLC dba Cedar Rapids Tire
TopGolf
Toshiba America Electronic Components, Inc.
Totes Isotoner Corporation (Acorn)
Toto USA
Town & Country Markets
Toys 'R' Us, (Canada) Ltd.
Track1099
Tractor Supply Company
Trane U.S. Inc.
Transact Risk Partners
Travelers Insurance

Wiser Solutions Inc.
Interested Parties List

Traxxas
True Value Company
Trusted CMO, Inc.
TSG Consumer Partners
Twilio Segment
TYR Sport, Inc.
Udemy, Inc.
UiUx Studio
UKG Inc
Ultimate Support Systems
Ultra Mobile
Umbra Ltd
Unilever US
United Corporate Services, Inc.
United Hardware
United States Treasury
UptimeRobot
Upwork Global Inc.
Usecure
USPS
Valley Vet Supply
VENA SOLUTIONS USA INC.
Verizon
Vertical Web Media, LLC
VF Imagewear
VideoBlocks
Vidico
Vision Wheel
VIZIO Inc
VMware
W.B. Mason Co., Inc.
Wane
Wet Beverages LLC
WeWork (Blosm)
WeWork (San Francisco Office)
Wheel Pros Inc.
Whirlpool Canada LP
Whirlpool Corporation
Whisps
White Cap Construction Supply Inc.
WindSurf
Winning Taylors, LLC dba The Durand
Wisconsin Department of Revenue
Wiser Solutions SAS (C)
Wistex LLC
Wolseley Canada, Inc.
Woodcraft Supply
WOOLPERT
WorkMoney
WP Engine, Inc.
WP Rocket

Wiser Solutions Inc.
Interested Parties List

Yamaha Motor
Yasso Inc
YETI Coolers LLC
zAgile Inc.
Zapier.com
Zeplin Inc.
Zevia
Zoeller Pump Company
Zoho Corporation
Zoro Tools, Inc.

Contractors
Abiola Fashina
Acustrategy (Mohammed Zakir LLC)
Alaira Clay
Aldo Frausto
Alejandro Celada
Alicia Hernandez
Anabel Velazco
Andrey Chekanov
Angela Ramos
Angelina Saldana
Asia Green
Bartosz Masztalerz
Bonnie Mearns
Brayan Rendon
Brooke Griffin
Bruenetta DeBlaw
Chamia M Cross-Caffey
Charles Clary
Charles Mott
Courtney Hunt
Derrick Whitlock
Diane Griffin
Diane McCord
Dianne Debarros
Dominique McCartha
Dustin C. Busmann
Elizabeth Gitau
Eric Schurr
Forest Thomas-Johnson
Francisco Cledson Araujo Oliveira
Genifer Wills
Hannah Yusuf
HENZA TECHNOLOGIES, SL
Higgor Calheiros Pereira Pinto
Italo Buono Goncales
Jack McShane
Jahmeela Walton
Jena McDowell
Jessica Hughes

Wiser Solutions Inc.
Interested Parties List

Johnnie Porter
Jonathan Mendoza
Kaneisha Good
Katie Rehagen
Kelly Taylor
Kevin Walker
Kimberly Bailey
LaQueta Walker
Latrice Luckey
Linda Simmons
Malaika Myrick
Marco Garza
Marcus Young
Maria Velasco
Maxwell Ash
Michelle Calderon
Michelle Martinez
Mike Leung
Pamela Leonard
Piotr Jozefow
Riley Stamport
Santosh Kumar Sah
Sara Haq
Sarah Rhoades
Shelly Leath
Sylvia Walker
Tanya Avington
Teresa Porter
Tiberio Ferreira Lima Brasil
Tomica DeBlaw
Valerie Kolander
Wanda Simms
Wellington Aquino
Willie Jones
Yvonne Hernandez

N.D. Tex. Judges and Staff

Dawn Harden
Edward L. Morris
Jenni Bergreen
Jennifer Calfee
Karyn Rueter
Mark X. Mullin
Michelle V. Larson
Scott W. Everett
Stacey G. C. Jernigan
Stephen J. Manz
Traci Ellison

Office of the U.S. Trustee for N.D. Tex.

Wiser Solutions Inc.

Interested Parties List

Meredyth Kippes
Asher Bublick
Erin Schmidt
Susan Hersh
Elizabeth A. Young, Assistant U.S. Trustee
Lisa L. Lambert, United States Trustee

Schedule 2

Client Match List

Name	Relationship to Debtors
DELTA AIR LINES	Vendor
MATTRESS FIRM	Vendor
SERTA SIMMONS BEDDING, LLC	Vendor
WEWORK (BLOSM)	Vendor
WEWORK (SAN FRANCISCO OFFICE)	Vendor

Exhibit C

Services Agreement

EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

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

General Terms and Conditions

1. Services.

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

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that 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, 2027. 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 transportational 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:

Wiser Solutions, Inc.
1875 Mission Street, Suite 103
San Francisco, CA 94103
Attn: Don Harer
dharer@paladinmgmt.com

With a copy to:

Hogan Lovells US LLP
855 Main St, Suite 200
Redwood City CA 94063
Attn: Todd Schwartz
todd.schwartz@hoganlovells.com

Hogan Lovels US LLP
390 Madison Avenue
New York NY 10017
Attn: Danielle Ullo
danielle.ullo@hoganlovells.com

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

Wiser Solutions, Inc.
1875 Mission Street, Suite 103
San Francisco, CA 94103
Attn: Don Harer

Email: dharer@paladinmgmt.com; psosamon@paladinmgmt.com

12.12 The "Effective Date" of this Agreement is April 14, 2026.

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

EPIQ CORPORATE RESTRUCTURING, LLC

_____

Name: Brad Tuttle
Title: General Manager

WISER SOLUTIONS, INC.

By: Signed by: Don Harer 1FFB816CB2EB4EE...

Name: Don Harer

Title: Chief Transformation 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

Title	Rates
IT / Programming	$65.00 – $85.00
Case Managers	$85.00 – $175.00
Project Managers/Consultants/ Directors	$175.00 – $185.00
Solicitation Consultant	$190.00
Executive Vice President, Solicitation	$190.00
Executives	No Charge

CLAIMS AND NOTICING RATES[1]

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/$0.10 per email for high volume
Fax Noticing	$0.05 per page
Claim Acknowledgement Letter	$0.05 per letter
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
Jump Drive (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE

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

CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	$65 per hour
Voice Recorded Message	$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	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