

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

In re:

LUGANO DIAMONDS & JEWELRY INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 25-12055 (BLS)

(Jointly Administered)

Hearing Date:

December 17, 2025, at 10:00 a.m. (ET)

Objection Deadline:

December 10, 2025, at 4:00 p.m. (ET)

**APPLICATION OF DEBTORS FOR AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF YOUNG CONAWAY STARGATT & TAYLOR, LLP AS
CO-COUNSEL FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this application (this “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit C** (the “Proposed Order”), authorizing the retention and employment of Young Conaway Stargatt & Taylor, LLP (“Young Conaway” or the “Firm”) as co-counsel for the Debtors, effective as of the Petition Date (as defined below). In support of this Application, the Debtors rely upon the declaration of Sean M. Beach (the “Beach Declaration”), which is attached hereto as **Exhibit A**, and submit the declaration of J. Michael Issa (the “Issa Declaration”), which is attached hereto as **Exhibit B**. In further support of this Application, the Debtors respectfully state as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s U.S. federal tax identification number, to the extent applicable, are as follows: Lugano Diamonds & Jewelry Inc. (6784), Lugano Holding, Inc. (9690), Lugano Buyer, Inc. (4565), K.L.D. Jewelry, LLC (0319), and Lugano Prive, LLC (4308). The notice address for the Debtors is 620 Newport Center Dr., Ste 100, Newport Beach, California 92660.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent the consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

3. The statutory and legal predicates for the relief requested herein are section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 2014-1.

BACKGROUND

4. On November 16, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the Court. The Debtors are authorized to operate their business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On November 25, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors, pursuant to section 1102 of the Bankruptcy Code [Docket No. 88] (the “Committee”). No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

6. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the filing of the Chapter 11 Cases is set forth in the *Declaration of J. Michael Issa in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration").²

RELIEF REQUESTED

7. By this Application, the Debtors request entry of the Proposed Order authorizing the Debtors to retain and employ Young Conaway as co-counsel for the Debtors, effective as of the Petition Date.

BASIS FOR RELIEF REQUESTED

I. Young Conaway's Qualifications

8. The Debtors seek to retain Young Conaway as their co-counsel because of the Firm's extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. The Debtors submit that Young Conaway's knowledge, expertise, and experience practicing before the Court will enable the Firm to work in an efficient and cost-effective manner on behalf of the Debtors' estates. Additionally, in preparing for the Chapter 11 Cases, Young Conaway has become familiar with the Debtors' business and affairs and many of the potential legal issues that may arise in the context of the Chapter 11 Cases. Accordingly, the Debtors believe that Young Conaway is uniquely qualified to represent them as co-counsel with Keller Benvenuti Kim LLP ("KBK") in the Chapter 11 Cases.

9. In selecting Young Conaway, the Debtors reviewed the Firm's rates, including rates for bankruptcy services, and compared them to outside law firms that the Debtors have used in the

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

past to determine that the rates are reasonable. Young Conaway has informed the Debtors that its current hourly rates are the Firm's standard hourly rates for work of the nature proposed herein. Young Conaway further informed the Debtors that they operate in both national and regional marketplaces for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the Firm's expertise, performance, reputation, the nature of the work involved, as well as other factors.

10. The Debtors supervise all legal fees and expenses to reasonably manage costs. The Debtors have procedures and policies for reviewing fees of outside counsel, and the Debtors intend to review fees in the Chapter 11 Cases in accordance with such procedures and policies. The rates Young Conaway charged the Debtors as of the Petition Date are the same as the rates Young Conaway will charge the Debtors post-petition. Young Conaway has informed the Debtors (and discloses herein) that the Firm's hourly rates are subject to periodic adjustments to reflect economic and other conditions.

11. The Debtors recognize that it is their responsibility to closely monitor the billing practices of their counsel to ensure that the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of these cases. As they did prepetition, the Debtors will continue to review and monitor professional fees and expense reimbursement requests for reasonableness.

II. Payment of Fees and Expenses

9. Young Conaway will seek Court approval of its compensation and reimbursement of its actual, necessary expenses and other charges incurred by the Firm upon the filing of appropriate applications for interim and final compensation and reimbursement pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and

applicable orders of the Court. The principal attorneys and paralegal presently designated to represent the Debtors, and their current standard hourly rates, are:

Timekeeper	Title	Hourly Rate
Edmon L. Morton	Partner	\$1,290.00
Sean M. Beach	Partner	\$1,235.00
Timothy R. Powell	Associate	\$680.00
Benjamin C. Carver	Associate	\$515.00
Brynna M. Gaffney	Associate	\$500.00
Debbie Laskin	Paralegal	\$395.00

12. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals from Young Conaway may from time to time also serve the Debtors in connection with the matters described herein.

13. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's

other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

14. Young Conaway was retained by the Debtors pursuant to an engagement letter, dated August 4, 2025 (the “Engagement Agreement”). On August 9, 2025, Young Conaway received an initial retainer of \$200,000 (the “Initial Retainer”) in connection with the planning and preparation of initial documents and the Firm’s proposed postpetition representation of the Debtors. Young Conaway received additional retainer payments of \$30,000 on October 20, 2025, \$50,000 on October 31, 2025, \$150,000 on October 31, 2025, \$58,690 on November 6, 2025, \$50,000 on November 10, 2025, and \$50,000 on November 14, 2025. (each, a “Supplemental Retainer,” and collectively with the Initial Retainer, the “Retainer”).

15. As shown below, Young Conaway received the following payments from the Debtors, for services rendered and reimbursement of chapter 11 filing fees for the Debtors, prior to the Petition Date:

Invoice Date	Billing Period	Payment Date	Payment Amount	Form of Payment	Retainer Balance
N/A	Initial Retainer	9/9/2025	\$200,000	Wire	\$200,000
N/A	Supplemental Retainer	10/20/2025	\$30,000	Wire	\$230,000
N/A	Supplemental Retainer	10/31/2025	\$50,000	Wire	\$280,000
N/A	Supplemental Retainer	10/31/2025	\$150,000	Wire	\$430,000
9/11/2025	8/6/2025 – 9/4/202	11/5/2025	\$115,844.50	Trust	\$314,155.50
N/A	Supplemental Retainer and Advance of Filing Fees	11/6/2025	\$58,690	Wire	\$372,845.50

N/A	Supplemental Retainer	11/10/2025	\$50,000	Wire	\$422,845.50
N/A	Supplemental Retainer	11/14/2025	\$50,000	Wire	\$472,845.50
11/20/2025	9/4/2025 – 11/16/2025	11/24/2025	\$507,754.39	Trust	N/A

16. As of the date of this Application, Young Conaway has performed a final reconciliation of all pre-petition fees and expense and has exhausted the Retainer. Young Conaway has written-off the remaining outstanding pre-petition amounts.

17. As set forth in the Beach Declaration, Young Conaway has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

III. Services to Be Provided

18. The professional services that Young Conaway will render to the Debtors include, but shall not be limited to, the following:

- (a) providing legal advice and services with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business, management of their property, the Local Rules, practices, and procedures, and providing substantive and strategic advice on how to accomplish the Debtors' goals in connection with the prosecution of the Chapter 11 Cases;
- (b) pursuing the sale of the Debtors' assets and approval of bid procedures related thereto;
- (c) reviewing and preparing, on behalf of the Debtors, necessary applications, motions, answers, orders, reports, and other legal papers;
- (d) appearing in Court and protecting the interests of the Debtors before the Court; and
- (e) performing various services in connection with the administration of the Chapter 11 Cases, including, without limitation: (i) preparing agenda letters, certificates of no objection, certifications of counsel, notices of fee applications and hearings, and hearing binders of documents and pleadings; (ii) monitoring the docket for filings and coordinating with KBK on

pending matters that need responses; (iii) preparing and maintaining critical dates memoranda to monitor pending applications, motions, hearing dates, and other matters and the deadlines associated with the same; (iv) handling inquiries and calls from creditors and counsel to interested parties regarding pending matters and the general status of the Chapter 11 Cases; and (v) coordinating with KBK on any necessary responses; and

- (f) performing all other services assigned by the Debtors, in consultation with KBK, to Young Conaway as co-counsel to the Debtors; to the extent the Firm determines that such services fall outside of the scope of services historically or generally performed by Young Conaway as co-counsel in a bankruptcy proceeding, Young Conaway will file a supplemental declaration pursuant to Bankruptcy Rule.

19. By separate applications, the Debtors may seek Court approval for the retentions of other professionals. The Debtors also may file motions or applications to employ additional professionals throughout the duration of the Chapter 11 Cases.

20. These professionals will work under the direction of the Debtors' management. The Debtors' directors and management are committed to minimizing duplication of services to reduce professional costs. To that end, the Debtors understand that Young Conaway is prepared to work closely with each professional to ensure that there is no unnecessary duplication of effort or cost.

IV. Bankruptcy Rule 2014 Disclosure

21. To the best of the Debtors' knowledge, except as disclosed herein and in the Beach Declaration, Young Conaway has not previously represented the Debtors in litigation and advisory matters. In addition, Young Conaway has not represented the Debtors' creditors, or any other parties-in-interest, or their respective attorneys, in any matter relating to the Debtors or their estates. Young Conaway is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code in that the Firm, its partners, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;

- (b) are not and were not, within two years before the Petition Date, directors, officers, or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors' estates or of any class of the Debtors' creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, any of the Debtors, or for any other reason.

22. For the above reasons, the Debtors submit that Young Conaway's employment is necessary and in the best interests of the Debtors and their estates.

NOTICE

23. Notice of this Application will be provided to: (a) the U.S. Trustee; (b) proposed counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Department of Justice; (g) the Securities and Exchange Commission; (h) counsel to Compass Group Diversified Holdings LLC, the Debtors' prepetition secured lender and postpetition secured lender; and (i) any party that is entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

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CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit C**, (a) granting the relief requested herein, and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: November 26, 2025

/s/ J. Michael Issa

J. Michael Issa

Chief Restructuring Officer

Lugano Diamonds & Jewelry Inc., *et al.*

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

In re:

LUGANO DIAMONDS & JEWELRY INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 25-12055 (BLS)

(Jointly Administered)

Hearing Date:

December 17, 2025, at 10:00 a.m. (ET)

Objection Deadline:

December 10, 2025, at 4:00 p.m. (ET)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the *Application of Debtors for an Order Authorizing the Retention and Employment of Young Conaway Stargatt & Taylor, LLP as Co-Counsel for the Debtors, Effective as of the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **December 10, 2025, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON DECEMBER 17, 2025, AT 10:00 A.M. (ET) BEFORE THE HONORABLE BRENDAN LINEHAN SHANNON, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 1, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s U.S. federal tax identification number, to the extent applicable, are as follows: Lugano Diamonds & Jewelry Inc. (6784), Lugano Holding, Inc. (9690), Lugano Buyer, Inc. (4565), K.L.D. Jewelry, LLC (0319), and Lugano Prive, LLC (4308). The notice address for the Debtors is 620 Newport Center Dr., Ste 100, Newport Beach, California 92660.

Dated: November 26, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ Timothy R. Powell

Edmon L. Morton (Del. No. 3856)
Sean M. Beach (Del. No. 4070)
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Benjamin C. Carver (Del. No. 7176)
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-and-

KELLER BENVENUTTI KIM LLP

Tobias S. Keller (admitted *pro hac vice*)
Traci L. Shafroth (admitted *pro hac vice*)
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101 Montgomery Street, Suite 1950
San Francisco, California 94104
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Facsimile: (650) 636-9251
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tshafroth@kbkllp.com
sfriedman@kbkllp.com

*Proposed Attorneys for Debtors
and Debtors-in-Possession*

EXHIBIT A

Beach Declaration

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

In re:

LUGANO DIAMONDS & JEWELRY INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 25-12055 (BLS)

(Jointly Administered)

**DECLARATION OF SEAN M. BEACH IN SUPPORT OF THE APPLICATION OF
DEBTORS FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF YOUNG CONAWAY STARGATT & TAYLOR, LLP AS CO-COUNSEL
FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

I, Sean M. Beach, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am a partner in the firm of Young Conaway Stargatt & Taylor, LLP (“Young Conaway” or the “Firm”), with offices at Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, and have been duly admitted to practice in the State of Delaware, the State of New Jersey, and the State of New York, as well as the United States District Courts for the District of Delaware, the District of New Jersey, and the Southern District of New York. I submit this declaration in support of the *Application of Debtors for an Order Authorizing the Retention and Employment of Young Conaway Stargatt & Taylor, LLP as Co-Counsel for the Debtors, Effective as of the Petition Date* (the “Application”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s U.S. federal tax identification number, to the extent applicable, are as follows: Lugano Diamonds & Jewelry Inc. (6784), Lugano Holding, Inc. (9690), Lugano Buyer, Inc. (4565), K.L.D. Jewelry, LLC (0319), and Lugano Prive, LLC (4308). The notice address for the Debtors is 620 Newport Center Dr., Ste 100, Newport Beach, California 92660.

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

2. Young Conaway has conducted a series of searches in the Firm's conflicts databases to identify relationships with the Debtors, their lenders, equity holders, and various other parties-in-interest in the Chapter 11 Cases (collectively, the "Interested Parties").³

3. Based on the conflicts and connections search conducted and described herein, to the best of my knowledge, neither I, Young Conaway, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors or any other parties-in-interest herein, except as stated below:

- (a) In recent months, Young Conaway and certain of its partners and associates have rendered legal services to the Debtors relating to their plans to seek relief under chapter 11 of the Bankruptcy Code and the preparation of the petitions and other papers initiating and prosecuting the Chapter 11 Cases.
- (b) The Debtors have sought or will seek to retain, among others, (i) Keller Benvenuti Kim LLP, as primary restructuring counsel; (ii) GlassRatner Advisory & Capital Group, LLC, to provide a chief restructuring officer and support services; (iii) Armory Securities, LLC as investment banker; (iv) Omni Agent Solutions, Inc., as claims and noticing agent in the Chapter 11 Cases; and (v) Barnes & Thornburg, as counsel to the Special Committee of the Board of Directors of Lugano Diamonds & Jewelry Inc. Young Conaway has in the past and/or currently does work with and/or against such professionals in connection with matters wholly unrelated to the Chapter 11 Cases.
- (c) Young Conaway may have previously represented the Interested Parties listed below, or parties who may be affiliated with such Interested Parties, in matters wholly unrelated to the Debtors and the Chapter 11 Cases:
 - (i) AIG Specialty Insurance Company
 - (ii) American Express
 - (iii) Armory Securities, LLC
 - (iv) AT&T
 - (v) AT&T CWO
 - (vi) AXIS Insurance Company
 - (vii) ComEd
 - (viii) DirecTV
 - (ix) Great American Risk Solutions Surplus Lines Insurance Company
 - (x) Hearst Magazines (Town & Country)
 - (xi) Liberty Mutual Insurance

³ A list of the Interested Parties is attached hereto as Schedule 1.

- (xii) Selective Ins. Co. of the Southeast
- (xiii) The Irvine Company, LLC
- (xiv) Irvine Management Company
- (xv) The New York Times
- (xvi) T-Mobile
- (xvii) Travelers Casualty and Surety Company of America
- (xviii) United Healthcare Services, Inc.
- (xix) XL Specialty Insurance Company

(d) Young Conaway currently represents (and may in the past have represented) the Interested Parties listed below, or parties who may be affiliated with such Interested Parties, in matters wholly unrelated to the Debtors and the Chapter 11 Cases:

- (i) Bank of America N.A.
- (ii) Comcast Cable
- (iii) Cox Communications
- (iv) Dow Jones & Company Inc.
- (v) FitzGerald, Thomas
- (vi) Johnson Controls
- (vii) Verizon Wireless
- (viii) US Bank

4. In addition, to the best of my knowledge, information, and belief and in accordance with Bankruptcy Rule 5002, neither I, nor any attorney at Young Conaway is a relative of the United States Bankruptcy Judge assigned to the Chapter 11 Cases, and Young Conaway does not have a connection with the United States Bankruptcy Judge that would render the Firm's retention in the Chapter 11 Cases improper. Further, in accordance with Bankruptcy Rule 2014, Young Conaway does not have any connection with the U.S. Trustee, or any persons employed by the U.S. Trustee.

5. Young Conaway is continuing to review the Debtors' complete list of creditors. Based upon the Firm's review as of this date, Young Conaway has determined that it does not represent any party in these proceedings with a material adverse interest with respect to the Debtors. Young Conaway will supplement this declaration, as necessary, with additional information or disclosures in the event that additional information is developed.

6. Except as disclosed herein, Young Conaway has not represented the Debtors, their creditors, or any other parties-in-interest, or their respective attorneys, in any matter relating to the Debtors or their estates.

7. Young Conaway is a “disinterested person” as the term is defined in section 101(14) of the Bankruptcy Code in that Young Conaway, its partners, counsel, and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

8. Young Conaway was retained by the Debtors pursuant to an engagement letter, dated to August 4, 2025 (the “Engagement Agreement”). On August 9, 2025, Young Conaway received an initial retainer of \$200,000 (the “Initial Retainer”) in connection with the planning and preparation of initial documents and the Firm’s proposed postpetition representation of the Debtors. Young Conaway received additional retainer payments of \$30,000 on October 20, 2025, \$50,000 on October 31, 2025, \$150,000 on October 31, 2025, \$58,690 on November 6, 2025, \$50,000 on November 10, 2025, and \$50,000 on November 14, 2025 (each, a “Supplemental Retainer,” and collectively with the Initial Retainer, the “Retainer”).

9. As shown below, Young Conaway received the following payments from the Debtors, for services rendered and reimbursement of chapter 11 filing fees for the Debtors, prior to the Petition Date:

Invoice Date	Billing Period	Payment Date	Payment Amount	Form of Payment	Retainer Balance
N/A	Initial Retainer	9/9/2025	\$200,000	Wire	\$200,000
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N/A	Supplemental Retainer	10/31/2025	\$150,000	Wire	\$430,000
9/11/2025	8/6/2025 – 9/4/2025	11/5/2025	\$115,844.50	Trust	\$314,155.50
N/A	Supplemental Retainer and Advance of Filing Fees	11/6/2025	\$58,690	Wire	\$372,845.50
N/A	Supplemental Retainer	11/10/2025	\$50,000	Wire	\$422,845.50
N/A	Supplemental Retainer	11/14/2025	\$50,000	Wire	\$472,845.50
11/20/2025	9/4/2025 – 11/16/2025	11/24/2025	\$507,754.39	Trust	N/A

10. As of the date of this Application, Young Conaway has performed a final reconciliation of all pre-petition fees and expense and has exhausted the Retainer. Young Conaway has written-off the remaining outstanding pre-petition amounts.

11. Compensation agreed to be paid by the Debtors to Young Conaway is to be for legal services rendered in connection with the Chapter 11 Cases. The Debtors have agreed to pay Young Conaway at the firm's standard hourly rates for the legal services rendered or to be rendered on the Debtors' behalf in connection with these cases by Young Conaway's various attorneys and

paralegals. The Debtors have also agreed to reimburse Young Conaway for its actual and necessary expenses incurred in connection with the Chapter 11 Cases.

12. Young Conaway intends to apply for compensation for professional services rendered in connection with the Chapter 11 Cases subject to approval of the Court and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any administrative order entered by the Court, on an hourly basis, plus reimbursement of actual, necessary expenses, and other charges incurred by Young Conaway.

13. The Firm operates in a national and regional marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the firm's expertise, performance and reputation, the nature of the work involved, and other factors. The principal attorneys and paralegal designated to represent the Debtors and their current standard hourly rates are:

Timekeeper	Title	Hourly Rate
Edmon L. Morton	Partner	\$1,290.00
Sean M. Beach	Partner	\$1,235.00
Timothy R. Powell	Associate	\$680.00
Benjamin C. Carver	Associate	\$515.00
Brynna M. Gaffney	Associate	\$500.00
Debbie Laskin	Paralegal	\$395.00

14. The hourly rates set forth in the above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters herein described.

15. The hourly rates set forth above are Young Conaway's standard hourly rates for work of this nature and these rates are set at a level designed to fairly compensate Young Conaway

for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

16. No promises have been received by Young Conaway, nor by any partner, counsel, or associate thereof, as to compensation in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Young Conaway has no agreement with any other entity to share with such entity any compensation received by either Young Conaway or any other entity in connection with the Chapter 11 Cases.

17. Consistent with the U.S. Trustee's *Appendix B—Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* by

Attorneys in Larger Chapter 11 Cases (the “U.S. Trustee Guidelines”), which became effective on November 1, 2013,⁴ I state as follows:

- (a) Young Conaway has not agreed to a variation of its standard or customary billing arrangements for this engagement;
- (b) None of the Firm’s professionals included in this engagement have varied their rate based on the geographic location of the Chapter 11 Cases;
- (c) Young Conaway was retained by the Debtors for restructuring work pursuant to an engagement agreement dated August 4, 2025. The billing rates and material terms of the prepetition engagement are the same as the rates and terms described in the Application; and
- (d) The Debtors have approved or will be approving a prospective budget and staffing plan for Young Conaway’s engagement for the postpetition period as appropriate. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

18. The professional services that Young Conaway will render to the Debtors include, but shall not be limited to, the following:

- (a) providing legal advice and services with respect to the Debtors’ powers and duties as debtors in possession in the continued operation of their business, management of their property, the Local Rules, practices, and procedures, and providing substantive and strategic advice on how to accomplish the Debtors’ goals in connection with the prosecution of the Chapter 11 Cases;
- (b) pursuing the sale of the Debtors’ assets and approval of bid procedures related thereto;
- (c) reviewing and preparing, on behalf of the Debtors, necessary applications, motions, answers, orders, reports, and other legal papers;
- (d) appearing in Court and protecting the interests of the Debtors before the Court; and

⁴ The U.S. Trustee Guidelines themselves acknowledge that “the Guidelines do not supersede local rules, court orders, or other controlling authority.” While the Debtors and Young Conaway intend to work cooperatively with the U.S. Trustee to address requests for information and any concerns that may have led to the adoption of the U.S. Trustee Guidelines, neither the filing of this Declaration, nor anything contained herein, is intended to or shall be deemed to be an admission by Young Conaway that the Firm is required to comply with the U.S. Trustee Guidelines. Young Conaway reserves any and all rights with respect to the application of the U.S. Trustee Guidelines in respect of any application for employment or compensation filed in the Chapter 11 Cases.

- (e) performing various services in connection with the administration of the Chapter 11 Cases, including, without limitation: (i) preparing agenda letters, certificates of no objection, certifications of counsel, notices of fee applications and hearings, and hearing binders of documents and pleadings; (ii) monitoring the docket for filings and coordinating with KBK on pending matters that need responses; (iii) preparing and maintaining critical dates memoranda to monitor pending applications, motions, hearing dates, and other matters and the deadlines associated with the same; (iv) handling inquiries and calls from creditors and counsel to interested parties regarding pending matters and the general status of the Chapter 11 Cases; and (v) coordinating with KBK on any necessary responses; and
- (f) performing all other services assigned by the Debtors, in consultation with KBK, to Young Conaway as co-counsel to the Debtors; to the extent the Firm determines that such services fall outside of the scope of services historically or generally performed by Young Conaway as co-counsel in a bankruptcy proceeding, Young Conaway will file a supplemental declaration pursuant to Bankruptcy Rule.

19. The facts set forth in the Application are true and correct to the best of my knowledge, information, and belief.

Dated: November 26, 2025
Wilmington, Delaware

/s/ Sean M. Beach

Sean M. Beach

SCHEDULE 1

Interested Parties

Banks

Bank of America, N.A.
U.S. Bank National Association

Bankruptcy Court Staff

Barksdale, Nickita
Batts, Cacia
Bello, Rachel
Brady, Claire
Capp, Laurie
Gadson, Danielle
Grant, Stephen L.
Haney, Laura
Hrycak, Amanda
Hurt, Xavier
Johnson, Lora
Lopez, Marquietta
Lugano, Al
Subda, Paula
Walker, Jill
Washington, Nikki
Yeager, Demitra

Bankruptcy Judges

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

U.S. Trustee Staff

Attix, Lauren
Bates, Malcolm M.
Casey, Linda
Cudia, Joseph
Dice, Holly
Dortch, Shakima L.
Fox, Timothy J., Jr.
Girello, Michael
Green, Christine
Hackman, Benjamin
Jones, Nyanquoi
Konde, Hawa
Leamy, Jane

Lipshie, Jonathan
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Malley, James R.
Richenderfer, Linda
Schepacarter, Richard
Serrano, Edith A.
Thomas, Elizabeth
Wynn, Dion

Debtors & Non-Debtor Affiliates (not otherwise mentioned)

Compass Diversified Holdings
K.L.D. Jewelry, LLC (also known as KLD LLC and K.L.D., LLC)
Lugano Buyer, Inc.
Lugano Canada, Inc.
Lugano Diamonds & Jewelry Inc.
Lugano Diamonds UK Limited
Lugano Holding, Inc.
Lugano Prive Investment Trust
Lugano Prive, LLC

Debtors' Professionals & Advisors

Armory Securities, LLC
Barnes & Thornburg
Brown Neri Smith & Khan LLP
GlassRatner Advisory & Capital Group, LLC
Keller Benvenuti Kim LLP
Omni Agent Solutions, Inc.
Shoemaker Ghiselli + Schwartz LLC
Young Conaway Stargatt & Taylor LLP

Directors & Officers (Current/Former)

Arnold, David,
Calvert, Lisa
Cumenal, Frederic
Dalal, Raj
Ferder, Idit
Ferder, Mordechai
FitzGerald, Thomas
Gaynor, Joshua
Kothari, Raj
Maciariello, Patrick
McCauley, Tiffany

McGee, Michael
Pachler, Christoph
Roach, Katherine
Wells, Spencer L.
Winston, Stuart

DIP Lender

Compass Group Diversified Holdings LLC

Insurance Providers

AIG Specialty Insurance Company
American Fire and Casualty Company
(Liberty Mutual Insurance)
Arch Insurance Company
Arch Specialty Insurance Company
At-Bay Specialty Insurance Company
Atlantic Specialty Insurance Company
Axis Insurance Company
Great American Risk Solutions Surplus Lines
Insurance Company
Lloyd's of London
Ohio Security Insurance Company (Liberty
Mutual Insurance)
Scottsdale Insurance Company
Selective Ins Co of the Southeast
Starstone Specialty Insurance Co.
Technology Insurance Company, Inc.
Travelers Casualty and Surety Company of
America
United Healthcare Services, Inc.
West American Insurance Company (Liberty
Mutual Insurance)
XL Specialty Insurance Company

Landlords

240 GA, LLC
620 Newport Center Drive LLC
Albalux Development Ltd
Ashkenazy Aspen Commercial, LLC
Equestrian Operations, L.L.C.
Miami DD Club, LLC (license)
Paradise Plaza Associates LLC
Ponte Gadea Chicago, LLC
SHC Washington, LLC
Sheraton License Operating Company, LLC
The Irvine Company, LLC

Urbinder Developments Ltd.
Wilson 150 Worth, LLC

Litigation Parties

Aronoff, Barry
Arvielo Family Trust
Arvielo, Enrico
Avina LLC
Belgium New York, LLC
Cave, Deryk
Champion Force Industrial Limited
Cohen, Raymond W.
Global Innovations LLC
Hazen, Cassandra
Hazen, Paul
Irvine Management Company
Kent Valley, trustee of the Valley Trust dated
August 2, 2012
Kraus, Ken
Luminaire LLC
Navarretta, Veronica
N.B.S. Diamonds Inc. dba Scarselli Diamonds
Sutherland, Grant
Sydney Holdings Limited
The Paul and Cassandra Hazen Trust
Virginia Valley, trustee of the Valley Family
Trust dated August 2, 2012
White Mountain Capital Inc.
Winters, Kristoffer

**Material Vendors, Suppliers, & Significant
Contract Counterparties**

American Express
Aspen Art Museum (Aspen Air)
Aspen Music Festival and School
Aspen Valley Polo Club (AVPC)
Childrens Museum of Manhattan (CMOM)
Cliq
DM Luxury, LLC / Modern Luxury
Dow Jones & Company Inc
Egon Zehnder International
Estate Security Services, Inc
Fancy Creations, Inc.
Five C'S Inc.
Florida Grand Opera
Hearst Magazines (Town & Country)

Institute of Contemporary Art, Miami
 Irvine Barclay Theatre
 Johnson Controls
 KCD, Inc.
 Kothari and Company, Inc.
 Kothari Trading HK LTD
 Live Oak International Horse Show
 Longines Global Champion Tour (Tops Equestrian)
 Luminaire (Furniture) aka Poltrona
 Malca-Amit USA, LLC Los Angeles
 My Jeweler & Diamonds
 National Gallery of Art
 National Symphony Orchestra
 New York Empire Equestrian Club
 OnCall IT, Inc.
 Orange County Museum of Art (OCMA)
 Real Gems, Inc.
 Robb Report Media, LLC
 Royal Charity Polo (TLA Worldwide AKA TGI Sport)
 Royal Windsor Horse Show
 Rubinstein Software
 STA Jets
 Sweet Management Group (aka Connect Sports & Entertainment, LLC)
 The Financial Times Limited
 The Kennedy Center
 The New York Times
 The Norton Museum of Art
 The Run to Monaco
 The Serpentine
 Visionet Systems Inc
 Wheeler Kearns Architects, Inc.
 Winter Equestrian Festival (WEF)
 World Equestrian Center (WEC)

Secured Creditors

Compass Group Diversified Holdings LLC

Material (5% or Greater) Shareholders

Compass Group Diversified Holdings LLC
 Marshack, Richard
 Mordechai Haim Ferder, as trustee of The Haim Family Trust, dated February 24, 2009
 Simba IL Holdings, LLC

The Haim Family Trust, dated February 24, 2009

Top 30 Creditors

Aronoff, Barry (Aronoff Capital, Inc.)
 Arvielo Family Trust
 Arvielo, Enrico
 Avina LLC (Global Innovations, LLC)
 Bank of America, N.A.
 Benson, Juliann
 Brandes, Adrienne
 Bulley & Andrews LLC
 Champion Force Industrial Limited
 Cohen, Raymond W.
 Dacus, Debbie
 Gadol, Bryan
 Hazen, Cassandra
 Hazen, Paul
 Kelsay, Kaci
 Locksley, John
 McCall, Marianne
 McMacken, Ron
 Moens, Lawrance
 N.B.S. Diamonds Inc. dba Scarselli Diamonds
 Paradise Plaza Associates LLC
 Ponte Gadea Chicago, LLC
 Rodan Family Living Trust
 Shelley Investments LLC
 Sherlock, Tina
 Sherwood, Steve
 Simon, Ron
 Simon, Scott and Hillary
 Sydney Holdings Limited
 Testa, Darren
 White Mountain Capital Inc.
 Winters, Kristoffer
 Worth Capital Holdings 9 LLC
 Valley Family Trust dated August 2, 2012

Taxing Authorities

California Department of Tax and Fee Administration
 City of Aspen
 City of Steamboat Springs
 County of Orange
 DC Office of Tax and Revenue

Direction Générale des Finances Publiques
(France)
Florida Dept of Revenue
HM Revenue and Customs
IRS
Italian Revenue Agency (Agenzia delle
Entrate)
Palm Beach County
Colorado Department of Revenue
Connecticut Department of Revenue Services
Delaware Division of Revenue
Illinois Department of Revenue
Michigan Department of Treasury
New York State Department of Taxation and
Finance
Pennsylvania Department of Revenue
Spanish Tax Administration Agency (AEAT)
Swedish Tax Authority
Texas Comptroller
Town of Greenwich
Virginia Department of Taxation

Utility Providers

Astound Business Solutions
AT&T
AT&T CWO
CenturyLink
City of Newport Beach
Comcast
ComEd
Connecticut Natural Gas Corporation
Cox Communications
DirecTV
Fonality
FPL
Greenwich Premier Services
Optimum Business
People Gas
SoCalGas
Southern California Edison
Starlink Internet Services Limited
T-Mobile
Verizon

EXHIBIT B

Issa Declaration

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

In re:

LUGANO DIAMONDS & JEWELRY INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 25-12055 (BLS)

(Jointly Administered)

**DECLARATION OF J. MICHAEL ISSA IN SUPPORT OF THE APPLICATION OF
FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
YOUNG CONAWAY STARGATT & TAYLOR, LLP AS CO-COUNSEL
FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

I, J. Michael Issa, declare (this “Declaration”), pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am the Chief Restructuring Officer and an authorized signatory of the above-captioned affiliated debtors and debtors in possession (collectively, the “Debtors”). In my capacity as Chief Restructuring Officer of the Debtors, I have a detailed knowledge of and experience with the Debtors’ business and financial affairs and am responsible for implementing the Debtors’ business plans and strategies and generally overseeing the Debtors’ business operations.

2. I submit this Declaration in support of the *Application of Debtors for an Order Authorizing the Retention and Employment of Young Conaway Stargatt & Taylor, LLP as Co-Counsel for the Debtors, Effective as of the Petition Date* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s U.S. federal tax identification number, to the extent applicable, are as follows: Lugano Diamonds & Jewelry Inc. (6784), Lugano Holding, Inc. (9690), Lugano Buyer, Inc. (4565), K.L.D. Jewelry, LLC (0319), and Lugano Prive, LLC (4308). The notice address for the Debtors is 620 Newport Center Dr., Ste 100, Newport Beach, California 92660.

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

THE DEBTORS' SELECTION OF YOUNG CONAWAY AS COUNSEL

3. As noted in the Application, the Debtors seek to retain Young Conaway as co-counsel to the Debtors. The Debtors engaged Young Conaway as co-counsel because of Young Conaway's extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. Young Conaway's knowledge, expertise, and experience practicing before the Court will enable the Firm to work in an efficient and cost-effective manner on behalf of the Debtors' estates. Additionally, in preparing for the Chapter 11 Cases, Young Conaway has become familiar with the Debtors' business and affairs and many of the potential legal issues that may arise in the context of the Chapter 11 Cases. Accordingly, the Debtors believe that Young Conaway is uniquely qualified to represent them as counsel in the Chapter 11 Cases.

COST SUPERVISION

4. Young Conaway has informed the Debtors that Young Conaway intends to charge the Debtors for services rendered in the Chapter 11 Cases at Young Conaway's normal hourly rates in effect at the time the services are rendered. The Debtors monitor the invoices submitted by outside counsel.

5. Young Conaway and the Debtors are in the process of developing a prospective budget and staffing plan. The Debtors recognize that in the Chapter 11 Cases, it is possible that there may be unforeseen fees and expenses that will need to be addressed by the Debtors and Young Conaway. The Debtors also recognize that it is their responsibility to closely monitor the billing practices of Young Conaway and their other professionals to ensure that fees and expenses paid by their estates remain consistent with the Debtors' expectations taking into account the exigencies of the Chapter 11 Cases. To that end, the Debtors will continue to review and monitor

the regular invoices submitted by Young Conaway, and, together with Young Conaway, periodically amend the budget and staffing plans to reflect developments in the case as applicable.

6. The Debtors will monitor the fees and expense reimbursement process during the Chapter 11 Cases and ensure the Debtors are an active participant in that process. Recognizing that every chapter 11 case is unique, the Debtors, together with Young Conaway, will utilize the budgeting process to provide guidance on the period of time involved and the level of attorneys and professionals that will work on various matters, as well as the projection of average hourly rates for the attorneys and professionals for such matters.

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: November 26, 2025

/s/ J. Michael Issa

J. Michael Issa

Chief Restructuring Officer

Lugano Diamonds & Jewelry Inc., *et al.*

EXHIBIT C

Proposed Order

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

In re:

LUGANO DIAMONDS & JEWELRY INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 25-12055 (BLS)

(Jointly Administered)

Re: Docket No. _____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
YOUNG CONAWAY STARGATT & TAYLOR, LLP AS CO-COUNSEL
FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the retention and employment of Young Conaway Stargatt & Taylor, LLP (“Young Conaway” or the “Firm”) as counsel to the Debtors, effective as of the Petition Date; and upon consideration of the First Day Declaration, the Beach Declaration, and the Issa Declaration; and upon the statements of counsel made in support of the relief requested in the Application at the hearing before this Court; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that venue of the Chapter 11 Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s U.S. federal tax identification number, to the extent applicable, are as follows: Lugano Diamonds & Jewelry Inc. (6784), Lugano Holding, Inc. (9690), Lugano Buyer, Inc. (4565), K.L.D. Jewelry, LLC (0319), and Lugano Prive, LLC (4308). The notice address for the Debtors is 620 Newport Center Dr., Ste 100, Newport Beach, California 92660.

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

§ 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given under the circumstances and in accordance with the Bankruptcy Rules and Local Rules and that no other or further notice is necessary; and this Court finding that Young Conaway is a “disinterested person,” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code because (a) Young Conaway has no connection with the Debtors, any creditors, or other parties in interest, their respective attorneys and accountants, or the U.S. Trustee or any of its employees, except as set forth in the Beach Declaration, (b) Young Conaway is not a creditor, equity security holder, or insider of the Debtors, (c) none of Young Conaway’s members or employees are or were, within two years of the Petition Date, a director, officer, or employee of the Debtors, and (d) Young Conaway does not hold and has neither represented nor represents an interest materially adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason; and after due deliberation thereon; and this Court having found that the relief herein is in the best interests of the Debtors’ estates; and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. In accordance with section 327(a) of the Bankruptcy Code, the Debtors are hereby authorized to retain and employ the firm of Young Conaway as their counsel on the terms set forth in the Application and the Beach Declaration, effective as of the Petition Date.

4. Young Conaway shall be entitled to allowance of compensation and reimbursement of expenses, upon the filing and approval of interim and final applications pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and such other orders as this Court may direct, including, without limitation, any order of this Court establishing procedures for interim compensation and reimbursement of professionals retained in the Chapter 11 Cases. Young Conaway intends to, and shall, make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines (both in connection with this Application and the interim and final fee applications to be filed by Young Conaway in the Chapter 11 Cases).

5. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.