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Proposed Co-Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
Del Monte Foods Corporation II Inc., *et al.*,[1]	)	Case No. 25-16984 (MBK)
Debtors.	)	(Jointly Administered)

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JULY 1, 2025

TO THE HONORABLE MICHAEL B. KAPLAN,
UNITED STATES BANKRUPTCY JUDGE:

Del Monte Foods Corporation II Inc. and its affiliated debtors and debtors in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") hereby submit this application (the "**Application**") for the entry of an order (the "**Order**"), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and

[1] The last four digits of Debtor Del Monte Foods Corporation II Inc.'s tax identification number are 1894. A complete list of the Debtors in these Chapter 11 Cases and their respective tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent, at https://cases.stretto.com/DelMonteFoods. The location of the Debtor Del Monte Foods Corporation II Inc.'s principal place of business and the Debtors' service address is 205 North Wiget Lane, Walnut Creek, California 94598.

employ Herbert Smith Freehills Kramer (US) LLP ("**HSF Kramer**"),[2] as their attorneys, effective as of July 1, 2025. In support of this Application, the Debtors submit the Declaration of Adam C. Rogoff, Esq. of HSF Kramer (the "**Rogoff Declaration**"), attached hereto as **Exhibit B**, and the Declaration of William R. Sawyers, the Debtors' Senior Vice President, General Counsel and Secretary (the "**Sawyers Declaration**"), attached hereto as **Exhibit C**. In further support of this Application, the Debtors respectfully represents as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the District of New Jersey (the "**Court**") has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court under Title 11*, entered on July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.) (the "**Standing Order**"). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court absent 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 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief sought herein are sections 327(a) and 330 of the of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2014(a) and 2016 of the Federal Rules

[2] Effective as of June 1, 2025, Kramer Levin Naftalis & Frankel LLP ("**Legacy Kramer Levin**") combined with the international law firm Herbert Smith Freehills ("**Legacy HSF**"), to become Herbert Smith Freehills Kramer. Legacy Kramer Levin practices in the United States through HSF Kramer. HSF Kramer is an affiliate and subsidiary of Herbert Smith Freehills Kramer LLP and Herbert Smith Freehills Kramer, an Australian partnership, all of which are separate member firms of the international legal practice known as "**Herbert Smith Freehills Kramer**." Attorneys previously with Legacy HSF and who are presently part of Herbert Smith Freehills Kramer may also provide advice as part of HSF Kramer's engagement, and those services will be reflected on HSF Kramer's fee statements. All disclosures in this Application are for the global firm of Herbert Smith Freehills Kramer, and thus "HSF Kramer" as used in this Application shall also include the global firm of Herbert Smith Freehills Kramer.

of Bankruptcy Procedure (the "**Bankruptcy Rules**") and rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Procedures for the District of New Jersey (the "**Local Rules**").

Background

4. On July 1, 2025 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court. Since the Petition Date, the Debtors have remained in possession of their assets and have continued to operate and manage their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On July 2, 2025, the Court entered an order [Docket No. 54] authorizing procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). On July 17, 2025, the United States Trustee for the District of New Jersey (the "**U.S. Trustee**") appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "**Committee**") [Docket No. 168]. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

5. A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' Chapter 11 Cases, is set forth in the *Declaration of Jonathan Goulding, as Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 19] (the "**First Day Declaration**"), incorporated herein by reference.

Relief Requested

6. By this Application, the Debtors request entry of the Order authorizing the retention and employment of HSF Kramer as co-counsel for the Debtors, effective as of July 1, 2025. Subject to the terms set forth herein, the Debtors seeks to employ HSF Kramer in accordance with the terms of conditions set forth in that certain engagement letter between the Debtors and HSF

Kramer dated as of June 1, 2025 (the "**Engagement Letter**"), a copy of which is attached hereto as **Exhibit 1** to the Order.

HSF Kramer's Qualifications

7. HSF Kramer is a global full-service law firm with a leading bankruptcy and restructuring practice. HSF Kramer has represented companies, creditors' committees, and bondholders in some of the largest and most complex chapter 11 cases, including among others in the United States, *In re Express Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. Apr. 22, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 15, 2023); *In re Genesis Care Pty Limited*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023); *In re Stanadyne LLC*, No, 23-10207 (JTD) (Bankr. D. Del. Feb. 16, 2023); *In re Endo International plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Aug. 16, 2022); *In re RTI Holding Company, Inc.*, Case No. 20-12456 (JTD) (Bankr. D. Del. Oct. 7, 2020); *In re California Pizza Kitchen, Inc.*, No. 23-33752 (MI) (Bankr. S.D Tex. July 30, 2020); *In re The Hertz Corporation*, No. 20-11218 (MFW) (Bankr. D. Del. May 22, 2020); *In re Frontier Communications Corporation*, Case No. 20-22476 (RDD) (Bankr. S.D.N.Y. Apr. 14, 2020); *In re Boy Scouts of America and Delaware BSA, LLC*, No. 20-10343 (LSS) (Bankr. D. Del. Feb. 18, 2020); *In re Constellation Enterprises LLC*, No. 16-11213 (CSS) (Bankr. D. Del. May 17; 2016); *In re TGHI, Inc.*, No. 16-10300 (MEW) (Bankr. S.D.N.Y. Feb. 9, 2016); *In re Genco Shipping & Trading Limited*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. Apr. 21, 2014); *In re General Maritime Corporation*, No. 11-15285 (MG) (Bankr. S.D.N.Y. Nov. 17, 2011); and *In re Saint Vincents Catholic Medical Centers of New York*, No. 10-11963 (CGM) (Bankr. S.D.N.Y. Apr. 14,

2010). Moreover, HSF Kramer's broad-based practice includes expertise in the areas of corporate and commercial law, real estate, tax, and litigation, among others.

8. HSF Kramer has acted as outside counsel for the Debtors since December 2016, advising on various finance, corporate and litigation matters. Throughout this period, HSF Kramer has become deeply familiar with the Debtors' business operations, capital structure, and potential legal issues that may arise in the context of these Chapter 11 Cases. Moreover, HSF Kramer has been actively involved in the prepetition negotiations with the Debtors' key economic stakeholders leading up to the commencement of these Chapter 11 Cases. It would be difficult and costly for the Debtors to replace HSF Kramer with substitute counsel for these matters, and the Debtors believe that any substitute counsel would not be as effective or valuable to the Debtors as counsel on such matters during these Chapter 11 Cases.

7. For the foregoing reasons, the Debtors believe that HSF Kramer is uniquely situated and well-qualified to represent them in these Chapter 11 Cases in an efficient and effective manner. Accordingly, the Debtors assert that the retention of HSF Kramer is necessary and in the best interests of the Debtors, their estates, and creditors.

Scope of Services

9. The professional services that HSF Kramer will provide may include, but are not limited to:

(a) providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of the Debtors' business;

(b) advising and consulting on the conduct of these Chapter 11 Cases, including the legal and administrative requirements of operating in chapter 11;

(c) attending meetings and negotiating with representatives of creditors and other parties-in-interest;

(d) taking actions necessary to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objecting to claims filed against the Debtors' estates;

(e) advising the Debtors with respect to the sale process;

(f) analyzing executory contracts and unexpired leases and potential assumptions, assignments, or rejections of contracts and leases;

(g) assisting the Debtors in connection with obtaining authorization to continue using cash collateral and postpetition financing;

(h) analyzing proofs of claim filed against the Debtors and objecting to such claims as necessary;

(i) preparing pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

(j) assisting the Debtors in drafting and analyzing the terms of any Chapter 11 plan and disclosure statement;

(k) appearing in Court and protecting the interests of the Debtors before the Court;

(l) advising the Debtors regarding tax matters; and

(m) performing all other necessary legal services in connection with the prosecution of these Chapter 11 Cases.

Professional Compensation

10. HSF Kramer has advised the Debtors that, subject to this Court's allowance of compensation and reimbursement of expenses in accordance with applicable general orders and fee guidelines of the Court, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other orders of the Court, it will charge the Debtors for its legal services on an hourly basis in accordance with its ordinary and customary rates for matters of this type, and

for reimbursement of all costs and expenses incurred in connection with these Chapter 11 Cases, as set forth in the Rogoff Declaration filed concurrently herewith.

11. HSF Kramer operates in a global marketplace for legal services where rates are driven by a myriad of factors, including relating to the individual lawyer, their area of specialization, the firm's expertise, performance, and reputation, and the nature of the specific work involved. The hourly rates and corresponding rate structure that HSF Kramer will use in the Chapter 11 Cases are standard hourly rates and are in accordance with its ordinary and customary rates for matters of this type. These rates are set at a level designed to fairly compensate HSF Kramer for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses, and are revised on an annual basis.

12. HSF Kramer's standard hourly rates for professionals that may work on this matter, subject to adjustment annually in January to reflect economic and other conditions, are as set forth below.[3]

Billing Category	Hourly Rate Range
Partners	$1,550 – $2,200
Counsel	$1,370 – $2,100
Special Counsel	$1,325 – $1,545
Associates	$835 – $1,545
Paralegals	$385 – $715

13. These rates are consistent with rates that HSF Kramer charges other bankruptcy clients, regardless of the location of the Chapter 11 Cases.

[3] For HSF Kramer professionals and paraprofessionals residing outside of the United States, hourly rates are billed in the applicable currency and converted into U.S. dollars at the then applicable conversion rate. When converted to U.S. dollars, it is possible to certain rates may exceed the billing rates listed in this chart.

14. HSF Kramer has advised the Debtors regarding its 2025 rates and that the hourly rates set forth above are subject to annual increases in the normal course of HSF Kramer's business. In the event of any such increase, HSF Kramer will provide the U.S. Trustee and the Debtors with notice of any such increase and file a supplemental affidavit (a "**Supplemental Affidavit**") with the Court. Any Supplemental Affidavit will explain the basis for the requested rate increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code. Pursuant to section B(2)(d) of the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "**U.S. Trustee Guidelines**"), HSF Kramer will provide justification of the reasonableness of any rate increase.[4]

15. Additionally, HSF Kramer has historically provided the Debtors with a voluntary volume-based discount which ranges from 10% – 14% of these hourly rates, and will continue to provide that discount for the duration of the Chapter 11 Cases. Based on volume for the year-to-date, the estimated voluntary discount for the remainder of 2025 will be 14%.

16. HSF Kramer will charge for expenses in a manner and at rates consistent with charges made generally to its other clients and in accordance with the Bankruptcy Rules, Local Bankruptcy Rules, and any applicable orders of this Court. Such expenses include, among other things, long-distance telephone, fax (outgoing only) not exceeding $0.25 per page, mail and express mail charges, special or hand delivery charges, photocopying charges at the rate of $0.10 per page for black and white and $0.80 per page for color copies, travel expenses, expenses for

[4] As with other law firms, HSF Kramer typically increases the hourly billing rates each September to reflect ordinary step-up increases for the firm's associate class to reflect an increase in each associate's class seniority, which step-up increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines).

computerized research, expenses for "working meals," transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime.

Compensation Received by HSF Kramer

17. In the ninety days preceding the Petition Date, the Debtors paid HSF Kramer $8,550,000 in aggregate retainers, which collectively constituted "advance payment retainers" under the terms of the Engagement Letter in effect as of June 1, 2025. As stated in the Engagement Letter, any advance payment retainers became property of HSF Kramer upon receipt and the Debtors no longer have a property interest in any advance payment retainers. HSF Kramer applied $7,442,234.33 of the retainers to HSF Kramer's prepetition fees and expenses prior to the Petition Date. As of the Petition Date, HSF Kramer continues to hold $907,765.67 in advance payment retainers, plus an advance fee credit in favor of the Debtors in the amount of $200,000 on account of fees and expenses accrued prior to the Petition Date. HSF Kramer is in the process of reconciling its prepetition fees and expenses, and following Court approval of the Application, intends to apply the $200,000 advance fee credit and the remaining advance payment retainers to any prepetition outstanding fees and expenses that were not processed through HSF Kramer's accounting system as of the Petition Date (which are expected to be approximately the amount of the advance fee credit). HSF Kramer expects the remaining retainer amounts to be more than sufficient to cover any prepetition expenses and fees (in the event that the $200,000 advance fee credit is not sufficient). Any remaining retainer balance after such application shall constitute a general retainer as security for any postpetition services and fees.

18. Pursuant to Bankruptcy Rule 2016(b), HSF Kramer has neither shared nor agreed to share (a) any compensation it has received or may receive with another party of person, other

than with the partners, counsel, associates, contract attorneys, and other personnel associated with the global firm of HSF Kramer, or (b) any compensation another party has received.

19. As of the Petition Date, the Debtors did not owe HSF Kramer any amounts for legal services rendered before the Petition Date. While certain expenses and fees may have been incurred but not yet applied to HSF Kramer's advance payment retainer, the amount of HSF Kramer's advance payment retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred prior to the Petition Date.

Efforts to Avoid Duplication of Services

20. By separate application, the Debtors have asked or will ask the Court to approve the retention of the following professionals, among others: (i) Cole Schotz P.C. ("**Cole Schotz**"), (ii) Alvarez & Marsal North America, LLC, (iii) PJT Partners LP, and (iv) Stretto LLC (collectively, the "**Debtor Advisors**").

21. The Debtors may also file applications to employ additional professionals. HSF Kramer will work closely with the Debtor Advisors to delineate their respective duties to prevent duplication of services to the furthest extent possible.

HSF Kramer's Disinterestedness

22. To the best of the Debtors' knowledge, and as more fully set forth herein and in the Rogoff Declaration, (a) HSF Kramer is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, and (b) neither HSF Kramer nor any of the partners, counsel, associates or paralegals of HSF Kramer have any connection with or hold or represent an interest adverse to any of the Debtors, their affiliates, or their estates, except as may be disclosed in the Rogoff Declaration.

23. The Debtors have been informed that HSF Kramer will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise. To the extent that HSF Kramer discovers any connection with any party or enters into any new relationship with any interested party that would otherwise have been disclosed in this Application, HSF Kramer will promptly supplement its disclosure to the Court, as required by Bankruptcy Rule 2014(a).

Basis For Relief

24. The Debtors seek to retain of HSF Kramer as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

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

11 U.S.C. § 327(a)

> 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.

25. The Debtors submit that, for the reasons stated above and in the Rogoff and Sawyers Declarations, the retention and employment of HSF Kramer as counsel to the Debtors is necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved.

No Prior Request

26. No prior application for the relief requested herein has been presented to this Court or any other court.

Notice

Notice of the Motion will be given to (i) the U.S. Trustee for the District of New Jersey; (ii) counsel to the Prepetition ABL Agent; (iii) counsel to the Ad Hoc Term Lender Group; (iv) counsel to the Super-Senior Agent; (v) counsel to the DIP Agents; (vi) the Official Committee of Unsecured Creditors; (vii) the United States Attorney's Office for the District of New Jersey; (viii) the attorneys general for all states in which the Debtors conduct business; (ix) the United States Department of Justice; (x) the Internal Revenue Service; and (xi) all parties requesting notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Bankruptcy Rule 2002 and Local Rule 9013-5. Because of the nature of the relief requested, the Debtors respectfully submits that no further notice of the Application is necessary or required.

Conclusion

WHEREFORE, the Debtors request that the Court enter an order substantially in the form attached hereto as **Exhibit A** (i) authorizing the Debtors to employ HSF Kramer as its co-counsel, effective as of July 1, 2025; (ii) authorizing payment of such compensation to HSF Kramer as may be allowed by this Court; and (iii) granting such other and further relief as the Court may deem just and proper.

Dated: July 31, 2025

By: */s/ Jonathan Goulding*
Jonathan Goulding
Chief Restructuring Officer
Del Monte Foods Corporation II Inc.

EXHIBIT A

PROPOSED ORDER

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
In re:	Chapter 11
Del Monte Foods Corporation II Inc., *et al.*,[1]	Case No. 25-16984 (MBK)
Debtors.	(Jointly Administered)

ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS CO-COUNSEL TO THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JULY 1, 2025

The relief set forth on the following pages, numbered three (3) through eight (8), is **ORDERED.**

[1] The last four digits of Debtor Del Monte Foods Corporation II Inc.'s tax identification number are 1894. A complete list of the Debtors in these Chapter 11 Cases and their respective tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent, at https://cases.stretto.com/DelMonteFoods. The location of the Debtor Del Monte Foods Corporation II Inc.'s principal place of business and the Debtors' service address is 205 North Wiget Lane, Walnut Creek, California 94598.

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Upon the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtors and Debtors in Possession Effective as of July 1, 2025* (the "**Application**")[1] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Order**") authorizing the Debtors to retain and employ Herbert Smith Freehills Kramer (US) LLP ("**HSF Kramer**") as their attorneys on the terms set forth in the Application effective as of July 1, 2025, pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and upon the Declaration of Adam C. Rogoff, Esq. (the "**Rogoff Declaration**") attached to the Application as **Exhibit B**; and upon the Declaration of William R. Sawyers, Senior Vice President, General Counsel and Secretary (the "**Sawyers Declaration**"), attached to the Application as **Exhibit C**; and the Court having jurisdiction pursuant to 28 U.S.C. §§ 157(a) and (b) and 1334(b) to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied that notice of the Application and the opportunity for a hearing on the Application was appropriate under the particular circumstances and no further or other notice need be given; and the Court being satisfied, based on the representations made in the Application, the Rogoff Declaration, and the Sawyers Declaration, that HSF Kramer does not represent or hold any interest adverse to the Debtors or their estates as to the matters upon which HSF Kramer has been and is to be employed, and that HSF Kramer is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code; and that while employed by the Debtors, HSF

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Kramer will not represent any other person or entity having an adverse interest in connection with these Chapter 11 Cases; and this Court having determined that the legal and factual bases set forth in the Application, the Rogoff Declaration and the Sawyers Declaration establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth herein.

2. Pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1, the Debtors are authorized to employ HSF Kramer as their co-counsel, effective July 1, 2025.

3. HSF Kramer is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, HSF Kramer will render the following legal services:

(a) providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of the Debtors' business;

(b) advising and consulting on the conduct of these Chapter 11 Cases, including the legal and administrative requirements of operating in chapter 11;

(c) attending meetings and negotiating with representatives of creditors and other parties-in-interest;

(d) taking actions necessary to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objecting to claims filed against the Debtors' estates;

(e) advising the Debtors with respect to the sale process;

(f) analyzing executory contracts and unexpired leases and potential assumptions, assignments, or rejections of contracts and leases;

(g) assisting the Debtors in connection with obtaining authorization to continue using cash collateral and postpetition financing;

(h) analyzing proofs of claim filed against the Debtors and objecting to such claims as necessary;

(i) preparing pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

(j) assisting the Debtors in drafting and analyzing the terms of any Chapter 11 plan and disclosure statement;

(k) appearing in Court and protecting the interests of the Debtors before the Court;

(l) advising the Debtors regarding tax matters; and

(m) performing all other necessary legal services in connection with the prosecution of these Chapter 11 Cases.

4. HSF Kramer shall apply for compensation and professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Rule 2016-1(a), and such other procedures as may be fixed by order of this Court. HSF Kramer also intends to 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 the Application and the interim and final fee applications to be filed by HSF Kramer in these Chapter 11 Cases.

5. HSF Kramer is authorized to apply its remaining retainer against any outstanding prepetition fees, expenses, and costs and/or hold its remaining retainer as security during the pendency of these Chapter 11 Cases until HSF Kramer's postpetition fees and expenses are awarded and payable to HSF Kramer on a final basis. At the conclusion of HSF Kramer's engagement by the Debtors, if the amount of HSF Kramer's outstanding and estimated fees, expenses, and costs is less than the amount of the remaining retainer, HSF Kramer will pay to the Debtors the amount by which HSF Kramer's retainer exceeds such fees, expenses, and costs.

6. HSF Kramer shall use reasonable efforts to avoid any duplication of services provided by any of the Debtor Professionals in these Chapter 11 Cases.

7. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, HSF Kramer shall provide ten (10) calendar days' prior notice of any such increases to the Debtors, the U.S. Trustee, and the Committee and shall file a Supplemental Affidavit with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. HSF Kramer shall (i) only bill 50% for non-working travel and (ii) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the U.S. Trustee.

9. Notwithstanding anything in the Application or the Rogoff Declaration to the contrary, HSF Kramer shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost paid.

10. Except with respect to document review services, notwithstanding anything in the Application and the Rogoff Declaration to the contrary, HSF Kramer shall (i) to the extent that HSF Kramer uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in these Chapter 11 Cases, pass through the cost of such Contractors at the same rate that HSF Kramer pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for HSF Kramer; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these Chapter 11 Cases. No agreement or understanding exists between HSF Kramer and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with these cases, nor shall HSF Kramer share or agree to share compensation received for services rendered in connection with these cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

11. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

12. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

13. To the extent the Application, the Engagement Letter, the Rogoff Declaration, or the Sawyers Declaration are inconsistent with this Order, the terms of this Order shall govern.

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

15. The Debtors and HSF Kramer are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

16. This Court has and shall retain exclusive jurisdiction to hear and determine all matters arising from the implementation of this Order.

Exhibit 1

Engagement Letter

HERBERT SMITH FREEHILLS KRAMER

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Del Monte Foods Holdings Limited
William R. Sawyers, Esq.
General Counsel & Chief Compliance Officer
205 North Wiget Lane
Walnut Creek, CA 94598

Our ref

Your ref

Date
June 01 2025

Re: **Engagement of Herbert Smith Freehills Kramer (US) LLP**

Dear Del Monte Foods Holdings Limited

Thank you for engaging Herbert Smith Freehills Kramer (US) LLP (the "Firm" or "we" or "us") to represent Del Monte Foods Holdings Limited together with its direct and indirect subsidiaries (the "Client" or “you”) as its general corporate counsel, including in connection with a potential restructuring (the "Matter") and such other matters as the Client may from time to time request and the Firm may agree to handle. At this time, the Firm’s work and responsibilities will be limited to the Matter.

The Firm is not providing legal advice to, or establishing an attorney-client relationship with, and does not owe any duty to, anyone else, including any other person or entity, related or affiliated or otherwise, including, for the avoidance of doubt, Del Monte Pacific Limited and any non-Client affiliates thereof. During the representation of the Client, it is possible that the Firm may represent other clients that are adverse to such related or affiliated individuals and entities. Nevertheless, if at the Client’s request or in connection with a matter for the Client we agree to represent any related or affiliated person or entity, the mutual agreements reflected in this letter, including the waivers, apply to that person or entity as well.

The schedule to this letter ("Letter") sets our understanding of the scope of our role, information on billing, and other general terms of this engagement. This Letter (which includes the schedule and any attachment or annex), together with the accompanying business terms, form our engagement terms. In the event of any inconsistency between this Letter and the business terms, this Letter shall govern.

This Letter is an agreement for legal services between the Client and the Firm that may be modified only by a signed writing. Please sign and return a copy of this Letter in order to confirm that it accurately reflects the scope and terms for this engagement. The countersigned copy may be returned to us via email, in pdf or with docusign (or similar e-signature platform), and the same will constitute for all purposes and will be relied on as an original; although we would appreciate an inked copy also being mailed to us. Please note that your instructing us or continuing to instruct us on this Matter will constitute your full acceptance of the terms set out above, even if you do not sign and return a copy of this Letter.

The Firm has not advised the Client with respect to the terms of this Letter. If the Client requires such advice, it should consult independent counsel of its choice.

Herbert Smith Freehills Kramer LLP and its affiliated and subsidiary businesses and firms, Herbert Smith Freehills Kramer (US) LLP and its affiliate, and Herbert Smith Freehills Kramer, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills Kramer.

In New York, we practice through both Herbert Smith Freehills Kramer New York LLP, a limited liability partnership registered in England and Wales with registered number OC375072 and Herbert Smith Freehills Kramer (US) LLP, a registered limited liability partnership organized under the laws of the State of New York with an office at 1177 Avenue of the Americas, New York, NY 10036. In Washington, D.C. and California, we practice through Herbert Smith Freehills Kramer (US) LLP. We use the word partner of Herbert Smith Freehills Kramer New York LLP or of Herbert Smith Freehills Kramer (US) LLP to refer to a member of those entities, or an employee or consultant with equivalent standing and qualifications.

If you would like to discuss any aspect of our engagement terms, or any issues relating to this matter, please feel free to contact me.

Once again, thank you for engaging the Firm, and we look forward to working with you.

Sincerely,

HERBERT SMITH FREEHILLS KRAMER (US) LLP

By: _____
Adam C. Rogoff, Partner

Consented to and Approved:

Del Monte Foods Holdings Limited

By: _____
William Sawyers
SVP, Secretary

Schedule

Costs

The Firm's fees are based on the time required to handle the Matter at individual attorneys' hourly rates. Rates for lawyers in the Firm's New York office range from $835 per hour for the most junior associates to $2200 per hour for our most senior attorneys. The rate for paralegals ranges from $385 to $715 per hour. Attorneys or paralegals may be assigned at customary rates. Hourly rates are subject to annual adjustments. When others work on your Matter, they will be charged at our standard hourly rate appropriate for their status or seniority.

If other Herbert Smith Freehills Kramer offices or our associated firms are used, the rates for their work (which may be higher) will be provided at that time. If you would like to know the qualification of members of our team in other jurisdictions, please let us know.

In addition to the Firm's legal fees, the Firm's bills will reflect disbursements and other charges incident to the performance of legal services. We will furnish billing information regarding these disbursements and other charges.

Unless we agree otherwise, we will continue to provide the voluntary discount on the Firm's fees that has been in effect.

Scope of services

Scope of our legal services

Based on our discussions, we understand that this representation will be to represent Client with respect to serving as general corporate counsel, including in connection with a potential restructuring.

It is important that we agree on the scope of our legal services, so please speak to me if the description above is incorrect or there is any aspect you would like to clarify. If in the future your objectives or instructions change or new information becomes relevant, please tell us as we may need to:

- make further inquiries before we can continue to represent you or agree to represent you in relation to the new instructions; and
- discuss any consequent changes to the scope and cost of our work with you.

This engagement will end when we have completed our work on the Matter, or when one of us informs the other that the representation has ended (including by transmittal of our final bill on this Matter).

Conflicts

Conflict of Interest Waiver for Matters that Are Not Substantially Related

Herbert Smith Freehills Kramer is a large international legal practice with many existing clients and many new clients each year. Some Firm clients may be direct competitors of the Client or have business interests that are contrary to the Client's interests. During the time we are working with you, an existing or future client may engage us in connection with a transaction or litigation in which such client's interests are adverse or potentially adverse to the Client's interests. The Firm would not enter into this engagement with you if it interfered with our ability to represent existing or future clients with interests adverse to or differing from the Client's interests on unrelated matters.

Therefore, we ask the Client to confirm, consent and agree that the Firm may represent any existing or future client in any matter (including transactions, litigation or counselling), as long as it is not substantially related to this or our other engagements on your behalf and even if the interests of the other client are adverse to you or differ from your interests. Such matters are referred to a "Permitted Representations". In managing a Permitted Representation, the Firm will take appropriate measures to assure that confidential information concerning the Client, acquired by the Firm as a result of our representation of the Client, will be protected. Our representation of the Client is premised on our Firm's adherence to its professional obligations not to disclose any of the Client's confidential information or to use it for another party's benefit, to act with vigor on the Client's behalf and to ensure that our professional judgment is not adversely affected by the interests of any other client.

New York law requires that a client's consent to a conflicts of interest waiver be informed. We wish to make sure that you have information adequate to make an informed decision and the opportunity to consult with us or independent counsel, with respect to the terms and conditions of these provisions.

Based on the foregoing, the Client confirms, consents and agrees that (a) no Permitted Representation will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of another client in any matter (including transactions, litigation or counseling); (b) any conflict of interest or breach of duty that exists or might be asserted to exist with respect to any Permitted Representation is waived; (c) the Client's consent to these provisions is voluntary and fully informed; and (d) the Client intends for its consent to be effective and fully enforceable and to be relied upon by the Firm.

The Client and the Firm have reached this agreement with knowledge that without the Client's waiver and consent the Firm might be prohibited by applicable law or the New York Rules of Professional Conduct from representing current or future clients in a Permitted Representation because of the rules governing conflicts of interest.

If for any reason the Client's consent and waiver of potential conflicts is not effective in the circumstances, the Client consents to the Firm's resignation from our representation of the Client and (if necessary) agrees to support a motion, if filed by the Firm, to withdraw from our representation of the Client, if resignation at that time is otherwise permissible under applicable professional rules. In that case, the Client would need to engage, at its expense, separate counsel to represent its interests.

Conflict of Interest Waiver Concerning Bankruptcy Matters

Our Firm has an active bankruptcy and creditors' rights practice. We are often retained (and may already be retained) in bankruptcy cases, insolvency proceedings or out-of-court restructurings by other clients with interests adverse to or differing from those of the Client.

For instance, the Client may hold (or acquire) claims or equity, or may have other interests in a Chapter 11 case where we represent other interested parties including the debtor, a creditor or a committee of creditors, an equity holder, an ad hoc group, or an examiner or a trustee, in each case with differing or adverse interests to the Client.

The Firm may represent such other parties with interests differing from the Client, including but not limited to directly adverse to the Client, in any business dealings, negotiations and bankruptcy matters (including bankruptcy-related litigation), analyzing claims against or defenses to the Client's interests, opposing relief sought by the Client or seeking relief against the Client or relief opposed by the Client, provided that (i) the bankruptcy-related matter is not substantially related to the Firm's engagements on the Client's behalf and (ii) no confidential information received from the Client shall be used on behalf of any other client or prospective client of the Firm in connection with such matter.

The Client agrees that no representation described in this paragraph shall disqualify the Firm from representing other clients with adverse or differing interests in such bankruptcy, insolvency or restructuring contexts. Such representations shall be deemed Permitted Representations, and the Client waives any claim of conflict of interest in connection with such Permitted Representations.

Waiver of Conflicts of Interest that May Arise from Business Combinations

New conflicts of interests for existing attorney-client relationships can sometimes arise as a result of merger and acquisitions, recapitalizations, reorganization, merger, consolidations, combinations, liquidations, spin-offs or similar transactions involving clients, opposing parties or law firms. To avoid disruption arising from such a development, the Client agrees that any such transaction will not itself (a) create an attorney-client relationship between us and anyone other than the Client, or (b) disturb our attorney-client relationship with any other client. The Client further agrees not to seek to disqualify us from any matter, or make any claim against us, based on an alleged conflict arising from such a transaction.

Billing

Billing

We aim to issue bills to you on a monthly basis or such other frequency as we agree, for payment within 30 days. Please note that if bills are not paid within the time specified, we will charge interest and, subject to the applicable Rules of Professional Conduct (and, in litigation matters, any required court approvals), we reserve the right to cease to do any further work until the bills are paid and satisfactory sums on account of future fees or disbursements are provided or to withdraw from representing you. For the avoidance of doubt, if the Client has commenced a Chapter 11 proceeding in a United States Bankruptcy Court, our compensation during any such Chapter 11 proceeding will be subject to the requirements of the Bankruptcy Court.

Our bills may be paid by check payable to Herbert Smith Freehills Kramer (US) LLP or by direct deposit to our office account as follows:

Bank: Citibank, N.A.
153 East 53rd Street, 23rd Floor
New York, NY 10022

ABA: 021000089

Beneficiary: Herbert Smith Freehills Kramer (US) LLP AR Account

Account Number: 4979206709

Swift Number: CITIUS33

Attn: Treasury Department, +1 212 715-7654

Please include the relevant invoice number in the wire instructions.

IMPORTANT WARNING: We will not change our bank account details without informing you first. If you are notified of our bank account details changing please check by telephone with your known contact for confirmation that the notification is genuine. **We are not responsible for payments to an incorrect bank account.**

Retainer

The Client has provided an advance payment retainer in the amount of $1.7 million, which has been deposited in the Firm's general operating account (the "Retainer"). The initial amount of the Retainer was set to approximate the Firm's estimate of fees and expenses expected to be accrued and unpaid by the Client between payment cycles. If the circumstances warrant, the Firm will request that you supplement the Retainer with an amount commensurate with the requirements of the engagement and reasonably acceptable to you, and you agree to fund the additional retainer amount promptly upon request. The Client agrees to replenish the Retainer upon receiving invoices from the Firm so that the Retainer amount remains at or above the Firm's estimated fees and expenses expected to be accrued and unpaid by the Client between payment cycles.

The Retainer will be property of the Firm subject to the terms set forth herein and the Client will have no interest in the Retainer. The Retainer will be applied by the Firm to the final invoice and for any amount that has been billed but not paid. In the event the Firm's representation concludes before the full amount of the Retainer is applied, the Firm will return the balance to you.

IMPORTANT WARNING: We will not change our bank account details without informing you first. If you are notified of our bank account details changing please check by telephone with your known contact for confirmation that the notification is genuine. **We are not responsible for payments to an incorrect bank account.**

Dispute Resolution

Disputes arising out of representation	The Client and the Firm agree that any lawsuits or litigation arising out of or in connection with this Letter, any of our engagement terms, and/or the Firm's representation of the Client shall be brought in the state or federal courts located in New York, New York, and that such state or federal courts shall have exclusive and sole jurisdiction to hear and determine such lawsuits or litigation. The Client submits to the jurisdiction of the state or federal courts located in New York, New York, for such purposes and agrees not to contest personal jurisdiction or venue. However, the Client may have a right to arbitrate certain fee disputes under Part 137 of the Rules of the Chief Administrator of the Courts, and nothing in this Letter is intended to interfere with any such right.
Waiver of Trial By Jury	The Client and the Firm agree to give up their respective rights to a trial by jury in any court action or proceeding involving any issues arising from or concerning this Letter, the relationship of the Client and the Firm, or the Firm's provision of legal services to the Client. The Client understands that by this written agreement, the Client is expressly waiving any right to trial by jury on any claim, defense or counterclaim.

General

Preservation Obligations

If this representation relates to a dispute and/or potential litigation, it is important that you take steps to preserve any documents which may have to be disclosed in this dispute, including electronic documents (such as emails and electronic messages or text messages) and copies of documents. The obligations to preserve and disclose documents relevant to actual or potential litigation are extensive, and include electronic documents that would otherwise be deleted in accordance with a document retention policy in the ordinary course of business. The law requires immediate steps to be taken to preserve relevant documents and electronic data upon the reasonable anticipation of litigation or other legal action, including but not limited to a government or regulatory investigation. Failure to undertake preservation efforts upon the reasonable anticipation of litigation or other legal action may result in serious adverse consequences to the Client, including monetary sanctions, adverse jury instructions, and even dismissal of claims or counterclaims. If your matter involves pending or anticipated litigation or other legal action or if the matter involves a transaction or other legal services as to which litigation or other legal action later becomes reasonably foreseeable, you agree that you will confer with the Firm concerning reasonable and appropriate preservation steps to be taken and/or to confirm that such steps will be or have been taken.

Disclosure of Federal Tax Advice

The Client may disclose to any person, without limitation, advice or materials we provide to the Client relating to the United States federal income tax treatment or structure of any transaction (referred to as "Federal Tax Advice"). No such Federal Tax Advice is proprietary or exclusive to the Firm. No person other than the Client is entitled to rely on the Federal Tax Advice, unless expressly authorized by the Firm in writing. The Client hereby agrees to inform any other party to whom the Client discloses Federal Tax Advice, that such party may not rely on the Federal Tax Advice. This paragraph is intended to avoid the application of a possible reporting requirement to the IRS under Treasury Regulation § 1.60 11-4(b)(3); it is not intended to affect the privileged nature of communications between the Client and the Firm which might be waived by disclosures to third parties.

Indemnification for Third-Party Claims

The Client agrees to indemnify and hold harmless the Firm and each of its attorneys, for any and all costs, claims, judgments, liabilities, damages and losses, including but not limited to any legal or other expenses, in connection with any claim, suit or allegation brought or made by any person or party other than directly by the Client itself, arising out of the Firm's work for the Client in connection with this engagement, including for investigating or defending any matter that could give rise to such costs, claims, judgments, liabilities, damages or losses. This indemnification does not cover misconduct or malpractice by the Firm or its attorneys.

Liabilities Incurred on Client's Behalf

In connection with the Firm's representation of you, the Firm may enter into contractual relationships with third-party vendors on your behalf at your request or with your consent. In order to accommodate you, the Firm may sign vendor documents which contain restrictions on the vendor's liability, contractual liabilities for which the Firm becomes financially responsible and indemnification obligations running from the Firm to the vendor, as well as

exculpations and exonerations of the vendor with respect to its liability for services performed pursuant to the vendor contractual relationship. In consideration of the Firm's entering into any such contractual relationship on the Client's behalf, in addition to reimbursement of the Firm of any vendor expenses the Firm may incur, Client further agrees to indemnify and hold the Firm harmless from all losses or damages that may arise out of such third-party vendor contractual relationship including, but not limited to, the indemnification and hold harmless undertakings of the Firm. To the greatest extent permitted by applicable law, the Firm hereby disclaims any and all liability arising out of or relating to the selection of, or performance of services by, any such third-party vendor. Nothing contained in this paragraph shall limit the Firm's liability to Client for malpractice, as set forth in the New York Rule of Professional Conduct section 1.8(h)(1).

Ethics Consultations

In the course of representing our clients, we may from time to time consult with the Firm's general counsel or with lawyers or others within or outside the Firm regarding issues of professional responsibility and professional ethics that arise in connection with the Firm's representation of them. We believe that the ability to undertake such consultations with the expectation of confidentiality benefits our clients by fostering the Firm's ability to frankly and candidly discuss concerns which implicates their interests. You acknowledge and agree that these conversations shall be confidential communications between the Firm and its internal and external advisors as to which the Firm shall be entitled to an attorney-client privilege, notwithstanding the potential for a conflict between the interests of the Firm and your interests as a client of the Firm.

Severability

Should any provision of this Letter be ruled or adjudged invalid under any applicable legal authority, such provision shall be to that extent deemed omitted, and the remaining terms of this Letter shall be maintained in full force and effect.

Survival

The provisions of this Letter will continue in effect, as appropriate, even after the termination of our relationship. In addition, the provisions of this Letter will apply to future engagements of our Firm by the Client unless a new engagement letter is provided.

Applicable Law

This Letter and the accompanying business terms, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.

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Business terms

Effective 1 June 2025

1. Engagement terms

Our engagement terms include our engagement letter (including any schedule, attachment or annex) and these business terms and replace any earlier agreement between us in relation to the matter described in the engagement letter.

The receipt by you of services from us or other Herbert Smith Freehills Kramer entities coordinated by us relating to the matter described in the engagement letter will be deemed to be on our engagement terms.

For any other existing or future matter, the standard business terms for the Herbert Smith Freehills Kramer entity instructed will apply, unless agreed otherwise.

We review our business terms from time to time and we will send you any new version which will apply to you. To the extent of any inconsistency between our business terms and our engagement letter, the engagement letter will prevail.

2. Scope of our legal services

The scope of the services we will provide is described in the engagement letter. We will work with other Herbert Smith Freehills Kramer entities as necessary to perform the services. You acknowledge and agree that:

- the scope of services does not include:
  - non-legal services such as advice on financial matters (e.g. the merits of entering into any transaction or investment, accounting issues, financial calculations, formulae and modelling, or the financial standing of a party to a transaction);
  - advice on the laws of jurisdictions other than as stated in the scope of work in the engagement letter;
  - unless you instruct us otherwise, checking that the information given to us by you in the context of the matter is accurate, complete and up to date;
  - unless you instruct us otherwise, implementing our advice; or
  - advice on future developments or changes to law or practice after the date of the communication containing that advice;
- we are not responsible for the accuracy or completeness of any information or other material received from a third party in the course of your matter; and
- if your matter develops such that it could require us to take action on your behalf adverse to the interests of any other client of any Herbert Smith Freehills Kramer entity, we will be entitled to treat that aspect as a new matter and will not be bound to act on that matter.

3. Legal costs

Our engagement letter sets out the basis on which we charge and may provide an estimate of our legal costs (which includes our professional fees and expenses).

We review our hourly rates, expenses and technology related charges (including data charges) from time to time and at least once a year. We will inform you if they change and the effective date of any change.

We may charge you specific costs incurred, including but not limited to:

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- fees and expenses, at the applicable office rate, of any Herbert Smith Freehills Kramer entity which provides legal services to you;
- at cost for expenses incurred by us on your behalf and for services supplied to you by others. This may include fees and expenses for counsel, government fees, search fees, stamp duties, land taxes and other similar taxes, court fees, filing or registration fees, fees for searches of information databases, our accommodation and travel expenses, delivery charges, and costs for teleconferencing facilities, outsourced document production services (which may include photocopying, scanning and binding) and outsourced legal support and office support functions and services (which may include e-discovery);
- at the current published communication carrier rate for long distance and international telephone calls;
- at the applicable office rate, or as specified in our engagement letter, for document production services provided in-house;
- at the applicable office rate for our fees and any expenses we incur to answer a subpoena, enquiry, order or other request for information arising out of any of your matters.

We may charge you for our travel time.

If we believe we have added value which is not reflected in our agreed charge, we may raise with you towards the end of the matter the possibility of an uplift, which would be entirely at your discretion.

If you instruct us to engage other advisers or service providers (such as other law firms, expert witnesses, patent agents, surveyors, technology, forensic or legal support providers) on your behalf, we do so acting as your agent and you will be responsible for their fees in addition to our own. Unless agreed otherwise, their invoices will be issued directly to you.

We may work with other Herbert Smith Freehills Kramer entities to provide advice to you and we will decide which is the correct Herbert Smith Freehills Kramer entity to bill you for the work carried out.

4. Payment terms

Unless agreed otherwise, (i) we will issue interim bills, final bills and applicable sales tax invoices addressed to you and (ii) if we act for you and another one or more clients jointly, you will all be jointly and severally liable for the payment of our fees and expenses, even if we have agreed that one of you will be responsible for arranging payment to us on behalf of all clients. We may issue interim bills monthly. If you would prefer to receive them at different intervals, please let us know and we will discuss this with you. Payment is due within 30 days of the date on each bill. Even if you expect a third party to pay or to reimburse you for some or all of our legal costs, you must still pay each bill by the due date. If a third party has agreed to pay some or all of our legal costs you will remain liable to pay any outstanding legal costs and any costs that we incur in seeking to pursue payment by the third party payer.

If any amount is unpaid 30 days after the date on the bill we may take any or all of the following steps:

- charge you interest on any overdue amounts up to the maximum rate permitted by law;
- immediately suspend work on any or all of your matters and inform you that we have done so;
- having given reasonable notice to you, cease to act entirely on any or all of your matters;

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- retain custody of your files and funds until your bill is paid in full.

You must make payment of our bills to Herbert Smith Freehills Kramer (US) LLP by bank transfer, gross of all bank or agent's charges, in the currency in which they are denominated, unless we agree otherwise. We reserve the right to bill in the currency of our choosing. If you pay our bills in a different currency, we reserve the right to ask you to account for any shortfall caused by converting the payment into the currency of the bill.

You must pay our bills free from all taxes, levies and charges (including bank or agent's charges) except for deductions or withholdings you are required to make by law. If you make any deductions or withholdings, you will increase the amount paid to us to the extent necessary to ensure that we receive the same amount as we would have been entitled to receive had no deductions or withholdings been made.

Your liability to pay for our services arises when payment falls due on a bill or invoice we have issued to you for those services.

5. Client money

We may ask you to pay us an amount on account of future costs. We will usually offset the amount held against our final bill and require you to pay our interim bills as we issue them. However, we may, in our discretion, offset the amount held against interim bills, in which case, we are likely to ask you to pay us further amounts on account to cover future costs. The amount held may be transferred to other matters that we work on with you. If money on account is not provided in accordance with our request, we may immediately suspend work and inform you that we have done so, or after reasonable notice to you, cease to act entirely on any or all of your matters.

We will not be responsible to you or to any other person for the credit failure or other acts or omissions of any banking institution with which we deposit money or which is involved in the transfer of money, or for any failure of or any disruption to any payment or communications systems required for any money transfer.

6. Sales taxes

All fees and expenses will be increased by any applicable sales taxes or similar value added taxes. Tax invoices (where applicable) will be addressed to the client named in the engagement letter.

7. Cost disclosures

Unless agreed otherwise, the fees for our work will be calculated based on the unit of time spent at the standard hourly rates (from time to time) for fee earners of the relevant Herbert Smith Freehills Kramer entity. This is subject to any applicable laws, regulatory or other requirements in the jurisdiction in which the relevant entity is established.

8. Confidential information and delivering our services

We will not disclose any of your confidential information which we obtain or have obtained whilst engaged on this or any other of your matters unless we are compelled by law or you consent. We may disclose your confidential information to:

- other Herbert Smith Freehills Kramer entities or any firm with whom we have an association or alliance;
- specialist service providers we use to outsource document production, legal support, office support functions and services, or third party providers engaged by us in the course of running our business (such as third party technology providers);



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- our insurers, insurance brokers, auditors and advisers in relation to possible breaches or claims;
- our regulators; or
- any revenue authority where that authority investigates our involvement in a matter which they consider might involve abusive tax arrangements, or in any proceedings before any tribunal or court in connection with the same.

We are not obliged to disclose to you, or to take into account in advising you, information that is confidential to any other client or any other person, even if it would be to your advantage to have that information.

We will satisfy our duty of confidentiality to you if we put in place safeguards to ensure that access to your confidential information is appropriately restricted. You will not seek to prevent us acting for another client by reason only of our holding your confidential information.

Data received from you or relating to you (which may include confidential information) may be processed on our behalf by third party technology providers (including cloud providers). Many of these providers use Artificial Intelligence ('AI'), including generative AI.

As part of our delivery of services, we may use AI, including generative AI. Further detail on our use of AI is available on our website and in our privacy policy. By engaging our services, you consent to the use of AI in the delivery of our services.

You will be aware that certain forms of electronic communication may not be secure, confidential, virus-free or successfully delivered. We have preferred forms of electronic communication. If you use a different form, you assume the risks that such communications are intercepted, not received, delayed, corrupted or are received by persons other than the intended recipient.

You must notify us if you have particular security requirements for the holding and transmission of documents which you would like us to comply with. We are not obliged to comply with such requirements if our systems and processes do not enable us to do so.

You must notify us if you provide us with inside or price sensitive information or any other information which must be handled in accordance with specific regulatory requirements.

Any information you provide to us must be complete, accurate, up to date and lawfully obtained or provided. You must provide information to us as quickly as possible and notify us as soon as possible of any changes to that information, and any new circumstances which might be relevant to the services you have instructed us to provide to you.

We will take into account information you give us in the context of this matter, but it is not our responsibility to take into account information which is in the public domain or information from previous matters.

The rules on legal professional privilege vary from jurisdiction to jurisdiction and communications issued by our lawyers which are privileged in the jurisdiction where the lawyer practices may not be privileged in other jurisdictions. In some jurisdictions, the courts may take a strict approach as to which individuals' communications benefit from the protection of privilege. In order to seek to maximise the protection of legal professional privilege, in jurisdictions where it applies, we recommend that you restrict as far as possible the number of people who are involved in providing confidential information to us or receiving confidential communications from us. In addition, if you copy or summarise confidential communications (including advice from us) you

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may, in some circumstances, lose any privilege that would otherwise apply. Please let us know if you would like our advice on privilege.

9. Conflicts

You agree that instructing us will not prevent any Herbert Smith Freehills Kramer entity from acting for current or future clients who have, or may in the future have, commercial interests adverse to you.

We may have one or more clients interested or potentially interested in the same or related transaction as you are (for example, in relation to the acquisition of an asset being put up for sale by auction or a competitive tender for a contract). You agree that we are free to accept an instruction to act for more than one client in relation to that transaction provided we comply with applicable professional rules, keep the information of each client confidential, are able to act in the best interests of each client and, if appropriate, use separate teams of lawyers.

10. Benefit of advice

Our advice applies only to the specific factual and legal matters it deals with for the purpose for which we were instructed.

Our advice is given solely for your benefit, as you are the client named in the engagement letter, and it is you to whom we owe our duty of care. This duty of care does not extend to third parties (including any of your group companies, directors, employees or shareholders).

You may disclose our advice to persons who in the ordinary course of your business have access to your papers and records, and to any revenue authority, solely on the basis that we do not owe them any duty and we will not be liable to them in any respect, and you must ensure that they agree that they will not disclose the advice to anyone else. In some jurisdictions, this disclosure may affect any right that might exist to claim legal professional privilege.

You must obtain our prior written consent if you wish to disclose our advice to any other person. If you anticipate that you will want to show our advice to any other person, you should discuss this with us as soon as you become aware of it.

11. Liability

Liability that cannot be limited or excluded

Nothing in these terms excludes or limits any liability to the extent that such liability cannot be excluded or limited under any applicable laws (whether generally or for specific matters such as death, personal injury or fraud) or any professional conduct rules (whether generally or for specific matters such as wilful disregard of professional conduct rules or in relation to contentious matters) applicable to the relevant entity or firm or individual in the jurisdiction in which the individual practises as a lawyer.

Liability of the member firms of the international legal practice of Herbert Smith Freehills Kramer

Herbert Smith Freehills Kramer (US) LLP assumes liability for and is responsible for services provided to you by any Herbert Smith Freehills Kramer entity except for the Australian Partnership. If the Australian Partnership provides services to you on this matter, this will be under a separate engagement between you and the Australian Partnership which is deemed to be on our engagement terms, save that the maximum amount of liability of any nature, whether in contract, tort (including negligence), statute or otherwise of the Australian Partnership to you

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arising in connection with this matter, will be limited to the amount of AU$50m (this amount being the 'Total Australian Liability').

Neither the Australian Partnership nor any of its partners, consultants, employees, contractors or agents are responsible for services provided to you by any other Herbert Smith Freehills Kramer entity or any firm with whom there is an association or alliance, or by any of their partners, members, consultants, employees, contractors or agents.

Neither the Herbert Smith Freehills Kramer Hong Kong Partnership nor any of its partners, consultants, employees, contractors or agents are responsible for services provided to you by any other Herbert Smith Freehills Kramer entity or any firm with whom there is an association or alliance, or by any of their partners, members, consultants, employees, contractors or agents.

Liability of individuals

Herbert Smith Freehills Kramer (US) LLP assumes liability for and is exclusively responsible for services provided to you by any partner, member, consultant or employee of any Herbert Smith Freehills Kramer entity, on their behalf, except for the Australian Partnership, as if the services had been performed and advice given by Herbert Smith Freehills Kramer (US) LLP, its partners, members, consultants or employees. Except for those individuals who are partners in the Australian Partnership, and in relation to services provided by the Australian Partnership, or save as prohibited by law, no individual has or will have any personal liability to you. You agree not to (and will ensure that any entity that controls you, is controlled by you, or is under common control with you (each a 'Related Party') does not) sue any partners, members, employees, consultants, contractors or agents of any Herbert Smith Freehills Kramer entity nor of any firm with whom there is an association.

If, despite this clause, any individual incurs any personal liability to you in connection with services provided to you, you agree that the liability of that individual is limited to the fullest extent permitted by any applicable laws or any professional conduct rules applicable to the individual in the jurisdiction in which the individual practises as a lawyer.

Liability in respect of third parties

If you ask a Herbert Smith Freehills Kramer entity to suggest the services of another adviser or service provider, it will do so in good faith, but without liability to you and without warranting the ability or standing of that person or firm. If you instruct a Herbert Smith Freehills Kramer entity to engage another adviser or service provider on your behalf, it will do so acting as your agent and will not be responsible for monitoring or reviewing their work or for the quality of that work.

Our liability and that of any other Herbert Smith Freehills Kramer entity, any firm with whom there is an association and any individual to you will be limited to that proportion of such losses which it would be just and equitable to require us to pay having regard to the extent of our responsibility for the same, and on the basis that any other parties who would be liable to you in respect of the same loss have paid or are liable to pay to you such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility. Our liability in these circumstances and that of any other Herbert Smith Freehills Kramer entity, any firm with whom there is an association and any individual, shall not be increased because of any actual or potential shortfall in recovery from any other party whether due to a limitation of liability you have agreed with that party, enforcement difficulty, settlement agreed with them, or any other reason.

General provisions

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You agree not to enforce any claim (and to consent to a stay of any judgment) against the Australian Partnership to the extent to which it exceeds the Total Australian Liability and you agree to release the Australian Partnership from liability for any excess.

You also agree to ensure that any Related Party complies with this clause as if the obligations were imposed directly on that Related Party.

If we have agreed that certain parties have the benefit of and may rely upon our work (including you, together "the Addressees"), you will procure that all Addresses agree the Total Australian Liability (if applicable) and you acknowledge that it will be allocated as between the Addressees in such proportions as they may agree. Such allocation will be entirely a matter for the Addressees, who will be under no obligation to inform us of it, provided always that if (for whatever reason) no such allocation is agreed, you will ensure that no Addressee will dispute the validity, enforceability or operation of the limit of liability on the ground that no such allocation was agreed or that such allocation was unreasonable.

The benefits of this clause 11 are taken by us for ourselves and as trustee for all other Herbert Smith Freehills Kramer entities and firms with whom there is an association and each of their members, partners, employees, consultants, contractors and agents.

12. Files

You may at any time (after payment of all outstanding legal costs) ask us to return to you any of your documents which you have not received during the course of your matter (which will not include our working papers). We may charge a fee for determining which documents you are entitled to, and for copying those documents for our own records. We may retain a complete copy of any documents returned to you. You may not require us to destroy any records that we hold, but we will hold them securely. You authorize us to destroy your files if you do not ask us to return them to you within seven (7) years after your matter is completed.

13. Privacy and data protection

In the course of our business and our relationship with you, we will process personal data as set out in our privacy policy. We will act as data controller in respect of that personal data. Our privacy policy is available by request or on our website.

We collect personal data to provide and improve our services, meet our obligations, send you marketing materials, facilitate our internal business operations and to protect our lawful interests. We may share that personal data with any firm with whom we have an association or alliance, courts, regulatory authorities, service providers and others. These parties may be located in a different country to the office which you have instructed. Personal data may also be hosted by third party technology providers (including cloud providers). Where we transfer personal data to another country we will take reasonable steps to ensure that such data is treated securely and the means of transfer provide adequate safeguards. The levels of protection for personal data in other countries, however, may not be equivalent to the level of protection provided in your own country or the country of the office which you have instructed.

For more on what personal data we collect, what we do with it, to whom and where we disclose or send it and individuals' access, correction, complaint, marketing opt-out or other privacy rights, please see our privacy policy. Our privacy policy includes contact details for any questions or requests.

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You should ensure that your key personnel and any individual whose personal data you or your agents provide to us are aware of the matters in this privacy clause and our privacy policy and are happy for us to process their personal data on that basis. If you anticipate any difficulties with this please let us know so that we can work with you to find another approach. By signing and returning our engagement letter, making personal data available to us, or continuing to receive services from us or other Herbert Smith Freehills Kramer entities coordinated by us, you acknowledge that personal data will be processed as described in this privacy clause and our privacy policy and you confirm that the personal data you provide to us has been processed in accordance with applicable privacy laws and that our processing of that personal data in accordance with these terms will not cause us to be in breach of applicable privacy laws. You further agree to process all personal data that you may receive from us in compliance with applicable privacy laws.

If we are required by an individual to comply with their rights under applicable privacy laws in respect of information obtained in the course of providing our services to you, you agree to pay our additional fees at our agreed hourly rates and our expenses, in each case reasonably incurred, for dealing with such obligations.

In this privacy clause ‘we’, 'our' and 'us' includes any Herbert Smith Freehills Kramer entity.

Communications may be monitored in accordance with applicable law and regulation. We are always mindful of our central obligation to preserve the trust which our clients repose in us — their secrets and confidences. To that end it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. However, it is important that you understand that no medium of communication is 100% secure. While we have no reason to suppose that our email system is not reasonably secure, there is a risk that email exchanged between us may be intercepted, may be diverted, and for technical reasons, may never reach its addressees. Absent special arrangements, we do not employ encryption technologies in our electronic communications. It may be appropriate for you to use alternative media to communicate particularly sensitive material to us and to seek confirmation in other situations that an electronic message has been received. Moreover, although we have implemented measures intended to protect against sending or receiving computer viruses and other malicious programs, we cannot guarantee that these will be completely effective. Accordingly, it is important that you understand the need for and agree to implement measures on your computer system to protect you against such threats. Unless you specifically direct us to the contrary, for purposes of this engagement, we agree that it is appropriate for us to use e-mail in the course of the engagement without any encryption or other special protections.

14. Termination

You may end this engagement at any time. Otherwise our engagement will end when we consider that we have completed all work within the scope of our engagement. If we are not engaged to represent you in other matters our attorney-client relationship will terminate.

We may also end this engagement, subject to our ethical obligations. One of the circumstances in which we will terminate is if any amount is unpaid after the date due for payment.

When our engagement ends we will have no further or ongoing responsibilities in relation to the matter and you agree to take all necessary steps to free us of any obligation to perform further services. You must pay our fees for work done and expenses incurred up to the date our engagement ends and, thereafter, to the extent required to

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enable the transition of the matter and provision of relevant documentation. Our engagement will be terminated, whether or not we send you a letter to confirm the termination of the representation and notwithstanding references on our website or elsewhere; internal accounting records; statements sent to collect unreimbursed expenses or unpaid balances; or your receipt of general communications from us.

15. Regulatory

To comply with financial crime or related laws, regulations and standards, we are likely, both at the beginning of any matter and throughout our relationship with you, to request information and documentation from you, review the same, and conduct searches or enquiries, including in relation to your controllers, directors, shareholders and/or beneficial owners. This work is part of our work on this retainer and we will charge you our professional fees and any expenses incurred. There may be circumstances in which Herbert Smith Freehills Kramer entities are not able to proceed with your instructions and may cease to act for you, for example if we cannot obtain satisfactory information or documentation within a reasonable time. In these circumstances we will charge you for the work done prior to that date.

We may be required to disclose information about matters we work on for you to law enforcement, regulators or tax authorities. We will inform you of that if we are able to do so.

Please see the legal and regulatory section of our website for further information about how we are regulated and limits on the services we can provide.

If you are dissatisfied with any aspect of our service (including the cost), please contact the partner you deal with or the head of their department. We have a complaints procedure, which is available on request. Herbert Smith Freehills Kramer LLP is authorized and regulated by the Solicitors Regulation Authority of England and Wales. Certain of those regulations also apply to our practices in other jurisdictions, including the United States.

We expect our clients to share our commitment to treat all individuals with dignity and respect. We do not tolerate any form of unlawful discrimination, bullying, harassment (including sexual harassment) or other such behaviour.

16. Governing law and invalidity

Our engagement terms and any non-contractual obligations arising out of or in connection with our engagement terms, will be governed by, and construed in accordance with, the laws set forth in the engagement letter, without reference to choice of law principles.

In the event that any of our engagement terms are held to be invalid, or are otherwise not permitted in any jurisdiction, the remainder of our terms will remain in full force and effect.

17. You and Herbert Smith Freehills Kramer

In our engagement terms:

- 'you' and 'your' mean the client or clients named in our engagement letter;
- 'we', 'our' and 'us' mean Herbert Smith Freehills Kramer (US) LLP, a registered limited liability partnership organized under the laws of the State of New York with an office at 1177 Avenue of the Americas, New York, NY 10036;
- 'Herbert Smith Freehills Kramer entities' means Herbert Smith Freehills Kramer LLP and any entity authorised to operate under the

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name 'Herbert Smith Freehills Kramer' or under common control with such an entity in each case from time to time, including us and the Australian Partnership (but not any firm with whom there is an association or alliance);

- the firms with whom there is an 'association' or 'alliance' are listed on our website and are updated from time to time; and
- 'Australian Partnership' means Herbert Smith Freehills Kramer, Australian partnership ABN 98773882646.

Herbert Smith Freehills Kramer LLP and its affiliated and subsidiary businesses and firms, Herbert Smith Freehills Kramer (US) LLP and its affiliate, and the Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills Kramer.

Please ask if you would like to know the qualification of any person who provides a service to you. A person who describes themselves as a 'partner' may not be a partner; they may instead describe themselves in that way to indicate that they have a senior status in one of the separate member firms of the international legal practice known as Herbert Smith Freehills Kramer. Other than the partners in the Australian Partnership, those called 'partner' are not in partnership with each other nor with partners of the Australian Partnership nor of Herbert Smith Freehills Kramer Hong Kong Partnership, nor are Herbert Smith Freehills Kramer LLP or Herbert Smith Freehills Kramer (US) LLP partnerships or in partnership with any of them.

EXHIBIT B

Rogoff Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
Del Monte Foods Corporation II Inc., *et al.*,[1]	)	Case No. 25-16984 (MBK)
Debtors.	)	(Jointly Administered)

DECLARATION OF ADAM C. ROGOFF IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JULY 1, 2025

I, ADAM C. ROGOFF, ESQ., make this declaration under 28 U.S.C. § 1746, and state the following:

1. I am an attorney at law and in good standing to practice in the State of New York before the United States District Court for the Southern District of New York, and I have been admitted *pro hac vice* to the United States Bankruptcy Court for the District of New Jersey for the purposes of these Chapter 11 Cases.

2. I am a partner with the law firm of Herbert Smith Freehills Kramer (US) LLP ("**HSF Kramer**"),[2] which is located at 1177 Avenue of the Americas, New York, New York 10036.

[1] The last four digits of Debtor Del Monte Foods Corporation II Inc.'s tax identification number are 1894. A complete list of the Debtors in these Chapter 11 Cases and their respective tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent, at https://cases.stretto.com/DelMonteFoods. The location of the Debtor Del Monte Foods Corporation II Inc.'s principal place of business and the Debtors' service address is 205 North Wiget Lane, Walnut Creek, California 94598.

[2] Effective as of June 1, 2025, Kramer Levin Naftalis & Frankel LLP ("**Legacy Kramer Levin**") combined with the international law firm Herbert Smith Freehills ("**Legacy HSF**"), to become Herbert Smith Freehills Kramer. Legacy Kramer Levin practices in the United States through HSF Kramer. HSF Kramer is an affiliate and subsidiary of Herbert Smith Freehills Kramer LLP and Herbert Smith Freehills Kramer, an Australian partnership, all of which are separate member firms of the international legal practice known as "**Herbert Smith Freehills Kramer**." Attorneys previously with Legacy HSF and who are presently part of Herbert Smith Freehills Kramer may also provide advice as part of HSF Kramer's engagement, and those services will be reflected on HSF

(continued…)

3. I am duly authorized to make this declaration (the "**Declaration**") on behalf of HSF Kramer.

4. I submit this Declaration in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtors and Debtors in Possession Effective as of July 1, 2025* (the "**Application**").[3] Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

5. To the extent that any information disclosed herein requires subsequent amendment and/or modification, HSF Kramer will use reasonable efforts to file a supplemental declaration reflecting such amended and/or modified information.

HSF Kramer's Qualifications

6. HSF Kramer is a global full-service law firm with a leading bankruptcy and restructuring practice. HSF Kramer has represented companies, creditors' committees, and bondholders in some of the largest and most complex chapter 11 cases, including among others in the United States, *In re Express Inc.*, No. 24-10831 (KBO) (Bankr. D. Del. Apr. 22, 2024); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 15, 2023); *In re Genesis Care Pty Limited*, No. 23-90614 (DRJ) (Bankr. S.D. Tex. June 1, 2023); *In re Stanadyne LLC*, No, 23-10207 (JTD) (Bankr. D. Del. Feb. 16, 2023); *In re Endo International plc*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Aug. 16, 2022); *In re RTI Holding Company, Inc.*, Case No. 20-12456 (JTD) (Bankr. D. Del. Oct. 7, 2020); *In re California Pizza Kitchen, Inc.*, No. 23-33752 (MI) (Bankr. S.D Tex. July

Kramer's fee statements. All disclosures in this Application are for the global firm of Herbert Smith Freehills Kramer, and thus "HSF Kramer" as used in this Application shall also include the global firm of Herbert Smith Freehills Kramer.

[3] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

30, 2020); *In re The Hertz Corporation*, No. 20-11218 (MFW) (Bankr. D. Del. May 22, 2020); *In re Frontier Communications Corporation*, Case No. 20-22476 (RDD) (Bankr. S.D.N.Y. Apr. 14, 2020); and *In re Boy Scouts of America and Delaware BSA, LLC*, No. 20-10343 (LSS) (Bankr. D. Del. Feb. 18, 2020); *In re Constellation Enterprises LLC*, No. 16-11213 (CSS) (Bankr. D. Del. May 17; 2016); *In re TGHI, Inc.*, No. 16-10300 (MEW) (Bankr. S.D.N.Y. Feb. 9, 2016); *In re Genco Shipping & Trading Limited*, No. 14-11108 (SHL) (Bankr. S.D.N.Y. Apr. 21, 2014); *In re General Maritime Corporation*, No. 11-15285 (MG) (Bankr. S.D.N.Y. Nov. 17, 2011); and *In re Saint Vincents Catholic Medical Centers of New York*, No. 10-11963 (CGM) (Bankr. S.D.N.Y. Apr. 14, 2010). Moreover, HSF Kramer's broad-based practice includes expertise in the areas of corporate and commercial law, real estate, tax, and litigation, among others.

7. HSF Kramer has acted as outside counsel for the Debtors since May 2014, advising on various finance, corporate and litigation matters. Throughout this period, HSF Kramer has become deeply familiar with the Debtors' business operations, capital structure, and potential legal issues that may arise in the context of these Chapter 11 Cases. Moreover, HSF Kramer has been actively involved in the prepetition negotiations with the Debtors' key economic stakeholders leading to the commencement of these Chapter 11 Cases. It would be difficult and costly for the Debtors to replace HSF Kramer with substitute counsel for these matters, and the Debtors believe that any substitute counsel would not be as effective or valuable to the Debtors as counsel on these matters.

8. For the foregoing reasons, I believe that HSF Kramer is specially situated and well-qualified to represent them in these Chapter 11 Cases in an efficient and effective manner. Accordingly, I believe that the retention of HSF Kramer is necessary and in the best interests of the Debtors, their estates, and creditors.

Scope of Services

9. HSF Kramer is willing to serve as the Debtors' bankruptcy counsel in connection with these Chapter 11 Cases and to perform all necessary legal services in connection therewith, as is detailed in the Application. Specifically, the Debtors retained HSF Kramer to render, without limitation, the following legal services.

(a) providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of the Debtors' business;

(b) advising and consulting on the conduct of these Chapter 11 Cases, including the legal and administrative requirements of operating in chapter 11;

(c) attending meetings and negotiating with representatives of creditors and other parties-in-interest;

(d) taking actions necessary to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objecting to claims filed against the Debtors' estates;

(e) advising the Debtors with respect to the sale process;

(f) analyzing executory contracts and unexpired leases and potential assumptions, assignments, or rejections of contracts and leases;

(g) assisting the Debtors in connection with obtaining authorization to continue using cash collateral and postpetition financing;

(h) analyzing proofs of claim filed against the Debtors and objecting to such claims as necessary;

(i) preparing pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

(j) assisting the Debtors in drafting and analyzing the terms of any Chapter 11 plan and disclosure statement;

(k) appearing in Court and protecting the interests of the Debtors before the Court;

(l) advising the Debtors regarding tax matters; and

(m) performing all other necessary legal services in connection with the prosecution of these Chapter 11 Cases.

10. Cole Schotz P.C. ("**Cole Schotz**"), as co-counsel to the Debtors, is primarily responsible for a number of separate matters, as discussed greater detail below.

Billing and Compensation

11. HSF Kramer has agreed to receive compensation and reimbursement of expenses in accordance with its standard billing practices and subject to this Court's approval, pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any procedures or orders of the Court as are applicable to these Chapter 11 Cases.

12. HSF Kramer's standard billing practices and rates, which are described below, are consistent with those generally governing the firm's representation of its other clients.

13. HSF Kramer operates in a global marketplace for legal services where rates are driven by a myriad of factors, including relating to the individual lawyer, their area of specialization, the firm's expertise, performance, and reputation, and the nature of the specific work involved.

14. Subject to the Court's approval, HSF Kramer will charge the Debtors for the firm's legal services on an hourly basis in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered and for reimbursement of its actual, necessary expenses and other charges incurred by the firm. The current standard rates for the firm's attorneys and paralegals range from $1,550 to $2,200 for partners, $1,370 to $2,100 for counsel, $1,325 to $1,545 for special counsel, $835 to $1,545 for associates, and $385 to $715 for paralegals, effective through December 31, 2025.

15. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are set at a level designed to compensate HSF Kramer fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. The hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity to these Chapter 11 Cases.

16. The rate structure provided by HSF Kramer is substantially similar to (a) the rates that HSF Kramer charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work HSF Kramer will perform in these Chapter 11 Cases.

17. In the ordinary course of business, HSF Kramer typically revises its rates on an annual basis, starting with January 1 of each calendar year,[4] to reflect, among other things, economic conditions, changes in responsibilities and increased experience. HSF Kramer will file a Supplemental Affidavit with the Court describing any increase in its billing rates.

18. Additionally, HSF Kramer has historically provided the Debtors with a voluntary volume-based discount which ranges from 10% – 14% of these hourly rates, and will continue to provide that discount for the duration of the Chapter 11 Cases. Based on volume for the year-to-date, the estimated voluntary discount for the remainder of 2025 will be 14%.

19. It is HSF Kramer's policy to charge clients for reasonable non-overhead expenses incurred by it in connection with representation of a client in a given matter. Such expenses include, without limitation, travel costs, telecommunications, express or overnight mail, messenger service, photocopying costs, document processing, overtime meals, computer research-

[4] As with other law firms, HSF Kramer typically increases the hourly billing rates each September to reflect ordinary step-up increases for the firm's associate class to reflect an increase in each associate's class seniority, which step-up increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines).

related expenses, court fees, transcript costs and, in general, all identifiable expenses that would not have been incurred except for representation of a particular client. HSF Kramer intends to seek reimbursement for expenses incurred in accordance with HSF Kramer's normal reimbursement policies, subject to any modifications that may be required to comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and any procedures or orders of the Court as are applicable to these Chapter 11 Cases.

20. HSF Kramer understands that its compensation is subject to approval by this Court and has agreed to accept as compensation such sums as are allowed by the Court. HSF Kramer expects to receive monthly payments from the Debtors in accordance with the procedures set forth in the Local Rules, the U.S. Trustee Guidelines, and any other procedures or orders of the Court as are applicable to these Chapter 11 Cases.

21. HSF Kramer intends to maintain detailed, contemporaneous time records and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any procedures or orders of the Court as are applicable to these Chapter 11 Cases.

22. No agreement exists, nor will any be made, to share any compensation received by HSF Kramer for its services on behalf of the Debtors with any other person or firm.

Compensation Received by HSF Kramer

23. In the ninety days preceding the Petition Date, the Debtors paid HSF Kramer $8,550,000 in aggregate retainers, which collectively constituted "advance payment retainers" under the terms of the Engagement Letter in effect as of June 1, 2025. As stated in the Engagement Letter, any advance payment retainers became property of HSF Kramer upon receipt and the Debtors no longer have a property interest in any advance payment retainers. HSF Kramer applied

$7,442,234.33 of the retainers to HSF Kramer's prepetition fees and expenses prior to the Petition Date. As of the Petition Date, HSF Kramer continues to hold $907,765.67 in advance payment retainers, plus an advance fee credit in favor of the Debtors in the amount of $200,000 on account of fees and expenses accrued prior to the Petition Date. HSF Kramer is in the process of reconciling its prepetition fees and expenses, and following Court approval of the Application, intends to apply the $200,000 advance fee credit and the remaining advance payment retainers to any prepetition outstanding fees and expenses that were not processed through HSF Kramer's accounting system as of the Petition Date (which are expected to be approximately the amount of the advance fee credit). HSF Kramer expects the remaining retainer amounts to be more than sufficient to cover any prepetition expenses and fees (in the event that the $200,000 advance fee credit is not sufficient). Any remaining retainer balance after such application shall constitute a general retainer as security for any postpetition services and fees.

24. Pursuant to Bankruptcy Rule 2016(b), HSF Kramer has neither shared nor agreed to share (a) any compensation it has received or may receive with another party of person, other than with the partners, counsel, associates, and contract attorneys, and other personnel associated with the global firm of HSF Kramer, or (b) any compensation another party has received.

25. As of the Petition Date, the Debtors did not owe HSF Kramer any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to HSF Kramer's advance payment retainer, the amount of HSF Kramer's advance payment retainer always exceeded any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

Statement Regarding U.S Trustee Guidelines

26. HSF Kramer shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in accordance with the requirements of sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. In addition, HSF Kramer understands that the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "**U.S. Trustee Guidelines**") are applicable in these Chapter 11 Cases and intends to make a reasonable effort to comply with the U.S. Trustee Guidelines in connection with both this Application and interim and final fee requests to be filed by HSF Kramer in these Chapter 11 Cases.

Attorney Statement Pursuant to ¶ D.1. of the U.S. Trustee Guidelines

27. The following is provided in response to the request for additional information set forth in ¶ D.1. of the U.S. Trustee Guidelines.

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

Response: The firm has not agreed to any variations from, or alternatives to, its standard billing arrangements for this engagement. As discussed herein, the firm's standard billing arrangements for this engagement include a voluntary volume-based discount, which will continue to be provided during the Chapter 11 Cases.

Question: **Do any of the professionals included in this engagement vary their rate based on the geographic location of the Chapter 11 Cases?**

Response: No.

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

changed postpetition, explain the difference and the reasons for the difference.

Response: HSF Kramer adjusts its billing rates on an annual basis effective each January 1. Accordingly, HSF Kramer last adjusted its rates for this matter on January 1, 2025. HSF Kramer's current billing rates are as follows:

Partners	$1,550 - $2,200
Counsel	$1,370 - $2,100
Special Counsel	$1,325 - $1,545
Associates	$835 - $1,545
Paralegals	$385 - $715

Question: **Have the Debtors approved your prospective budget and staffing plan, and, if so, for what budget period?**

Response: Yes. Pursuant to the Interim DIP Order, the Debtors must furnish regular budget and variance reports, which include detail regarding the fees and expenses incurred by the proposed professionals of the Debtors in these Chapter 11 Cases.

HSF Kramer's Disinterestedness

HSF Kramer's Disclosure Procedures and Potential Parties in Interest

28. In preparing its Application and this Declaration, HSF Kramer used a set of procedures developed to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the requirements of the U.S. Trustee concerning retention of professionals in a bankruptcy case.

29. Pursuant to this protocol, I caused the following actions, consistent with the U.S. Trustee's requirements, to be performed to identify the parties relevant to HSF Kramer's representation of the Debtors and to ascertain HSF Kramer's connection to such parties:

(a) In connection with preparing this declaration, HSF Kramer obtained from the Debtors' representatives what it believes to be an extensive list of interested parties and significant parties-in-interest (the "**Potential Parties in Interest**") for review, as detailed below.

(b) HSF Kramer's conflicts department compared Schedule 1 to the names that HSF Kramer has recorded in its global conflict check database (the "**Client Database**"). The Client Database is comprised of the names of the entities for which any time has been billed and includes the names of each current or former client, the name of the parties who are or were related or adverse to such current or former client (as advised by the relevant HSF Kramer personnel to the conflicts department), and the names of the HSF Kramer personnel who are or were responsible for current or former matters for such client. It is the policy of HSF Kramer that no new matter may be accepted or opened within HSF Kramer without first completing and submitting to those charged with maintaining the conflict check system and adverse party index the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter and related and adverse parties (and where relevant, updating the conflict check information during the lifetime of the matter). Accordingly, the database is regularly updated for every new matter undertaken by HSF Kramer. The scope of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a matter.

(c) HSF Kramer identified any matches between Schedule 1 and the Client Database, together with the names of the respective HSF Kramer professionals responsible for the identified entities on the Client Database. HSF Kramer then reviewed these matches and deleted obvious name coincidences. Those connections in which HSF Kramer had actively represented the client or an affiliate within the last two years were compiled for purposes of being disclosed in this Declaration (the "**Client Match List**").

(d) In addition, a general inquiry was sent by email to all HSF Kramer attorneys to determine whether any such individuals or any members of their households: (i) own or owned any debt or equity securities of the Debtors and affiliated entities; (ii) hold or held any claim against or interest adverse to the Debtors and affiliated entities; (iii) represent or represented a client in a matter adverse to the Debtors and affiliated entities; (iv) are or were officers, directors, or employees of the Debtors and affiliated entities; (v) are related to or have any connections to Bankruptcy Judges in the District of New Jersey; or (vi) are related to or have any connections to anyone working in the Office of United States Trustee for the District of New Jersey.

30. A list of the names of Potential Parties in Interest that were submitted to the conflict check system is attached hereto as Schedule 1, and are grouped within the following categories:

Schedule	Category
1(a)	Debtors

1(b)	Directors & Officers
1(c)	Non-Debtor Subsidiaries
1(d)	Known Affiliates - JV
1(e)	Bankruptcy Judges
1(f)	Bankruptcy Professionals - Retained
1(g)	Banks/Lenders/UCC Lien Parties/Administrative Agents
1(h)	Customers
1(i)	Insurance
1(j)	Landlords
1(k)	Litigation
1(l)	Significant Competitors
1(m)	Surety & Letters of Credit
1(n)	Taxing Authorities/Governmental/Regulatory Agencies
1(o)	Unions
1(p)	U.S. Trustee Office
1(q)	Unions
1(r)	Utilities
1(s)	Vendors

31. HSF Kramer does not represent, or have any other connection with, any of the parties in interest listed on Schedule 1, subject to and other than as set forth in the disclosures herein and in the Rogoff Declaration. HSF Kramer will not, while employed by the Debtors, represent any entity having an adverse interest in connection with these Chapter 11 Cases.

32. HSF Kramer will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, HSF Kramer will use reasonable efforts to identify such further developments and will file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Disclosure Schedule

33. As a result of HSF Kramer's review of the Retention Checklist and the Client Database, the following connections, including the connections set forth on Schedule 2 (the "**Disclosure Schedule**"), warrant disclosure:[5]

(a) HSF Kramer previously represented Del Monte Pacific Limited and certain of its non-Debtor subsidiaries (together, "**DMPL**") on certain matters, including corporate, financing, and tax matters. HSF Kramer has also represented the Debtors since DMPL's acquisition of the Debtors in May 2014. Other than with respect to advising DMPL with respect to a discrete tax matter in February 2023, HSF Kramer has not represented DMPL in any matters since December 2021. DMPL retained separate counsel to represent it prior to and during these Chapter 11 Cases. HSF Kramer does not currently represent DMPL and will not represent DMPL in the Chapter 11 Cases. Cole Schotz will represent the Debtors with respect to any matters that relate to DMPL. Based on the foregoing, HSF Kramer believes that its former representation of DMPL has not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(b) The Bank of Nova Scotia is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." HSF Kramer currently represents, and in the past has represented, Bank of Nova Scotia or certain of its affiliates in connection with financing, employment, and intellectual property matters wholly unrelated to these Chapter 11 Cases. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(c) BMO Capital Markets Corp and Bank of Montreal – Commodity (together, "**BMO**") are identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." HSF Kramer currently represents, and in the past has represented, BMO or certain of its affiliates in connection with certain corporate, employment and financing matters wholly unrelated to these Chapter 11 Cases. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

[5] For purposes of this Declaration, we have reviewed revenues of each of Legacy Kramer Levin and Legacy HSF for the periods (i) January 2023 to December 2023, (ii) January 2024 to December 2024, and (iii) July 1, 2024 to June 30, 2025. Fees collected from each of the parties identified in this schedule comprised less than 1.0% of Legacy Kramer Levin's and Legacy HSF's revenues for each of the foregoing periods. HSF Kramer believes that its representation of the parties listed herein has not and does not affect its representation of the Debtors.

(d) BNP Paribas Asset Management ("**BNP Paribas**") is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." HSF Kramer currently represents, and in the past has represented, BNP Paribas and certain of its affiliates in connection with certain corporate, tax, restructuring, financing, employment, real estate, projects, intellectual property, and dispute matters, all wholly unrelated to these Chapter 11 Cases. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(e) BP Energy Company, BP Energy Retail Company LLC, and BP Logix Inc. (collectively, "**BP**") are identified on the Retention Checklist under the categories of "Utilities" and "Vendors." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer currently represents, and in the past has represented, BP and certain of its affiliates in connection with certain financing, real estate, regulatory, corporate, disputes, employment, projects and competition matters. Fees collected on account of Legacy HSF's representation of BP comprised approximately 1.27% of Legacy HSF's revenues for the period from January 1, 2023 to December 31, 2023, approximately 2.25% of Legacy HSF's revenues for the period from January 1, 2024 to December 31, 2024, and approximately 1.71% of Legacy HSF's revenues for the period from July 1, 2024 to June 30, 2025. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(f) Cooperatieve Rabobank U.A and Cooperatieve Rabobank U.A., New York Branch (together, "**Rabobank**") are identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." HSF Kramer currently represents, and in the past has represented, Rabobank and certain of its affiliates in connection with certain financing, employment, projects, disputes and corporate matters, all wholly unrelated to these Chapter 11 Cases. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(g) De Lage Landen Financial Services Inc. and De Lage Landen Financial Services (together, "**De Lage**") are identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." HSF Kramer currently represents, and in the past has represented, De Lage and certain of its affiliates in connection with certain employment, corporate and financing matters wholly unrelated these Chapter 11 Cases. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(h) Davidson Kempner Capital Management LP ("**Davidson Kempner**") is identified on the Retention Checklist under the category of

"Banks/Lender/UCC Lien Parties/Administrative Agents." HSF Kramer currently represents, and in the past has represented, Davidson Kempner and certain of its affiliates in connection with certain financing, restructuring, corporate, competition and dispute matters, all wholly unrelated to these Chapter 11 Cases. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(i) Fidelity Management & Research Company LLC, Fidelity Investments, Fidelity National Title Insurance, and Fidelity Workplace Investing LLC (collectively, "**Fidelity**") are identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, Fidelity and certain of its affiliates in connection with certain real estate, restructuring, corporate, financing and disputes matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(j) General Electric Capital Corporation, General Electric Credit Corporation, and General Electric Credit Corporation of Tennessee (collectively, "**GECC**") are identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, GECC and certain of its affiliates in connection with certain financing, regulatory, corporate, projects, disputes, employment, real estate, intellectual property, and competition matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(k) Goldman Sachs Bank USA ("**Goldman Sachs**") is identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, Goldman Sachs and certain of its affiliates in connection with certain financing, regulatory, corporate, disputes, employment, real estate and competition matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(l) ICG Debt Advisors LLC and Intermediate Capital Group LLC (together, "**ICG**") are identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, ICG and certain of its affiliates in connection with financing, corporate, disputes, competition and restructuring matters. HSF

Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(m) Jefferies Capital Services LLC ("**Jefferies**") is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, Jefferies and certain of its affiliates in connection with employment, real estate, corporate, disputes, restructuring and financing matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(n) JP Morgan Chase Bank, N.A. and JP Morgan Chase (together, "**JPMorgan**") are identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, JPMorgan and certain of its affiliates in connection with financing, regulatory, corporate, disputes, employment, real estate and competition matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(o) Morgan Stanley Eaton Vance Clo CM LLC and Eaton Vance Management (together, "**Morgan Stanley**") are identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, certain Morgan Stanley affiliated entities in connection with certain financing, regulatory, corporate, disputes, employment, real estate and competition matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(p) MUFG Bank, Ltd ("**MUFG**") is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents". In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, MUFG and certain of its affiliates in connection with financing, regulatory, corporate, disputes, employment, real estate and competition matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(q) Pension Benefit Guaranty Corporation ("**PBGC**") was appointed to serve on the Committee in this case. In matters wholly unrelated to these Chapter 11 Cases, PBGC has previously served as a member of multiple official committees of unsecured creditors which HSF Kramer formerly represented, including those in the cases of Rite Aid Corporation (the "**Rite Aid Committee**"), Genesis Care Pty Limited, and Stanadyne LLC. Fees

collected on account of Legacy Kramer Levin's representation of the Rite Aid Committee comprised approximately 2.60% of Legacy Kramer Levin's revenues for the period from January 1, 2024 to December 31, 2024 and approximately 1.29% of Legacy Kramer Levin's revenues for the period from July 1, 2024 to June 30, 2025. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(r) HSF Kramer represents an ad hoc committee of governmental opioid claimants (the "**Purdue Ad Hoc Committee**") in the chapter 11 cases of Purdue Pharma L.P. ("**Purdue**"). Various states and municipalities (or regulatory agencies of certain states and municipalities) are identified on the Retention Checklist under the categories of "Taxing Authority/Governmental/Regulatory Agencies," and "Vendors," and certain of those states and municipalities are members of the Purdue Ad Hoc Committee. Fees collected on account of Legacy Kramer Levin's representation of the Purdue Ad Hoc Committee comprised approximately 1.80% of Legacy Kramer Levin's revenues for the period from January 1, 2024 to December 31, 2024 and approximately 2.46% of Legacy Kramer Levin's revenues for the period from July 1, 2024 to June 30, 2025. All fees in connection with this representation were paid by Purdue, and not by individual members of the Purdue Ad Hoc Committee. This representation is unrelated to these Chapter 11 Cases and the Debtors. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(s) Siemens Financial Services, Inc ("**Siemens**") is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, entities affiliated with Siemens in connection with disputes, corporate, real estate, employment, intellectual property, and projects matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(t) Silverpoint Capital ("**Silverpoint**") is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, Silverpoint in connection with restructuring, financing, real estate, and corporate matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(u) Tikehau Structured Capital Management ("**Tikehau**") is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented,

other entities affiliated with Tikehau in connection with corporate, financing, real estate and employment matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(v) U.S. Bank is identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, U.S. Bank and certain of its affiliates in connection with certain financing matters. Additionally, HSF Kramer represented the official committee of unsecured creditors in connection with the chapter 11 cases of Endo International Plc and certain affiliates (the "**Endo Committee**"). U.S. Bank Trust Company, National Association, as Indenture Trustee, was a member of the Endo Committee. Fees collected on account of Legacy Kramer Levin's representation of the Endo Committee comprised approximately 4.60% of Legacy Kramer Levin's revenues for the period from January 1, 2023 to December 31, 2023, approximately 1.80% of Legacy Kramer Levin's revenues for the period from January 1, 2024 to December 31, 2024, and approximately 1.16% of Legacy Kramer Levin's revenues for the period from July 1, 2024 to June 30, 2025. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(w) Wells Fargo Bank, Wells Fargo Bank, National Association and Wells Fargo Equipment Finance, Inc, and Wells Fargo Bank NA (collectively, "**Wells Fargo**") are identified on the Retention Checklist under the categories of "Banks/Lender/UCC Lien Parties/Administrative Agents" and "Vendors." In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, Wells Fargo and certain of its affiliates in connection with certain financing, corporate, disputes, real estate and employment matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(x) Wilmington Trust Company and M&T Bank (together, "**Wilmington Trust**") are identified on the Retention Checklist under the category of "Banks/Lender/UCC Lien Parties/Administrative Agents." In matters wholly unrelated to these Chapter 11 Cases, In matters wholly unrelated to these Chapter 11 Cases, HSF Kramer represents, and in the past has represented, Wilmington Trust and certain of its affiliates in connection with certain financing, restructuring and financing matters. HSF Kramer believes that these representations have not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(y) A current HSF Kramer employee is on secondment at PJT Partners, the investment banker to the Debtors.

(z) HSF Kramer's corporate restructuring and bankruptcy practice also involves representing holders of debt and equity securities issued by financially distressed businesses and buyers and sellers of distressed debt and securities. One or more clients of the firm may now own or later purchase secured or unsecured claims against the Debtors. HSF Kramer will not advise or represent any holder of the Debtors' securities in connection with these Chapter 11 Cases or any purchaser or seller of any debt or securities of the Debtors during HSF Kramer's representation of the Debtors. HSF Kramer believes that its representation of such parties in matters unrelated to these Chapter 11 Cases will have no effect on its representation of the Debtors in these Chapter 11 Cases.

(aa) As part of HSF Kramer's corporate restructuring and bankruptcy practice, HSF Kramer represents agent banks, bank groups, shareholder groups, bondholder groups and creditors' committees in connection with restructuring, bankruptcy and corporate matters. HSF Kramer may have represented, may currently or in the future represent, or be deemed adverse to, creditors or parties-in-interest in addition to those specifically disclosed herein in context of such representations in matters unrelated to these Chapter 11 Cases. HSF Kramer also regularly works on restructuring and other matters involving professionals that are, or may in the future be, involved in these Chapter 11 Cases. HSF Kramer believes that its representation of such creditors or other parties in such other matters and/or its working relationships with such other professionals or advisors has not and will not affect its representation of the Debtors in these Chapter 11 Cases.

(bb) In addition to its corporate restructuring and bankruptcy practice, HSF Kramer is a full-service law firm with active real estate, intellectual property, financing, corporate, tax and litigation practices. HSF Kramer appears in cases, proceedings and transactions involving many different attorneys, accountants, financial consultants and investment bankers, some of which now or may in the future represent claimants or parties-in-interest in this case. HSF Kramer has not and will not represent any such entities in relation to the Debtors in these Chapter 11 Cases.

34. HSFK has informed the Debtors of its ongoing representations as described herein and the Debtors have consented to HSF Kramer's continued representation of such entities in matters unrelated to these proceedings.

35. Additional relationships of HSF Kramer to the parties-in-interest on the Retention Checklist, as identified pursuant to the disclosure process, are set forth in Schedule 2 hereto. I do not believe that HSF Kramer's representation of any entities described in or listed on Schedule 2

hereto or their affiliates in unrelated matters will impair HSF Kramer's ability to represent the Debtors as co-counsel in these Chapter 11 Cases. Further, the Debtors have agreed to waive any actual or potential conflicts of interest that may arise from HSF Kramer's representation of parties-in-interest described above and in Schedule 2 in matters unrelated to the Debtors or these Chapter 11 Cases.

36. The Debtors have been informed that HSF Kramer will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise. To the extent that HSF Kramer discovers any connection with any party or enters into any new relationship with any interested party that would otherwise have been disclosed in this Application, HSF Kramer will promptly supplement its disclosure to the Court, as required by Bankruptcy Rule 2014(a). Moreover, to the extent an issue arises in connection with any clients that, in the view of HSF Kramer, could give rise to an actual or potential conflict, the Debtors will utilize conflicts counsel (including, but not limited to, its co-counsel, Cole Schotz) to address such issue.

37. Based upon an email inquiry made of all HSF Kramer personnel, and the lack of any affirmative replies to such inquiry, it is my understanding that no HSF Kramer attorney or their respective immediate family members own any securities of any of the Debtors or their non-Debtor affiliates. The Debtors' securities have been placed on HSF Kramer's "restricted list." HSF Kramer attorneys invest in a broad array of mutual funds and "exchange-traded funds," some number of which either currently or may in the future own securities of the Debtors, their non-Debtor affiliates or some of its creditors.

38. To the extent any employee of HSF Kramer has a relationship that, in the view of HSF Kramer, could give rise to an actual or potential conflict, an ethical screen will be put in place

to ensure that such employee does not have access to information related to HSF Kramer's representation of the Debtors.

Affirmative Statement of Disinterestedness

39. Based on the disclosure review process conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, I submit that HSF Kramer (a) does not hold or represent an interest that is adverse to the Debtors or the Debtors' estates, (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, and (c) does not hold or represent any interest adverse to and has no connection (subject to the disclosures set forth herein) with the Debtors, their creditors, the U.S. Trustee or any party-in-interest in these Chapter 11 Cases, subject to the above disclosures as well as the disclosures set forth on Schedule 2 hereto. Also, HSF Kramer does not and will not represent any entities other than the Debtors in matters directly related to these Chapter 11 Cases.

Employment of Cole Schotz P.C.

40. By separate application, the Debtors are also seeking authority to employ Cole Schotz to serve as co-counsel in these Chapter 11 Cases. The Debtors have carefully considered this matter and have determined that representation by both HSF Kramer and Cole Schotz is necessary, advisable, and in the best interests of the Debtors and their estates. During the course of these Chapter 11 Cases, HSF Kramer and Cole Schotz will reasonably coordinate responsibilities and services rendered to the Debtors to avoid any unnecessary duplication and inefficiencies. Cole Schotz will primarily be responsible for the following:

(a) overseeing investigations as directed by the Debtors' Special Investigation Committee;

(a) providing the Debtors with advice, based on its extensive experience practicing in the District of New Jersey, regarding the Debtors' rights, powers, and duties as debtors in possession in continuing to operate and manage their assets and business;

(b) providing legal advice and services regarding local rules, practices and procedures including Third Circuit law;

(c) providing certain services in connection with the administration of the Chapter 11 Cases including, without limitation, preparing agendas, hearing notices, and hearing binders of documents and pleadings;

(d) advising the Debtors with respect to their reporting obligations and duties as debtors in possession, including reporting obligations to the Court and the United States Trustee (e.g., preparing monthly operating reports, schedules and statement of financial affairs, U.S. Trustee deliverables);

(e) preparing pleadings, motions, and applications related to bankruptcy administrative matters and any other matter that the Debtors determine can be more efficiently performed by Cole Schotz;

(f) reviewing and commenting on proposed drafts of other pleadings to be filed with the Court;

(g) appearing in Court and at any meeting with the United States Trustee and any meeting of creditors;

(h) providing legal advice and services on any matter on which HSF Kramer may have a conflict or as needed based on specialization;

(i) performing all other legal services for and on behalf of the Debtors which may be necessary or appropriate in the administration of these Chapter 11 Cases and fulfillment of the Debtors' duties as debtors in possession; and

(j) responding to creditor and party-in-interest inquiries directed to Cole Schotz.

* * * *

(*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: July 31, 2025

/s/ Adam C. Rogoff
Adam C. Rogoff, Esq.
Partner
Herbert Smith Freehills Kramer (US) LLP

SCHEDULE 1

List of Schedules

Schedule	Category
1(a)	Debtors
1(b)	Directors & Officers
1(c)	Non-Debtor Subsidiaries
1(d)	Known Affiliates - JV
1(e)	Bankruptcy Judges
1(f)	Bankruptcy Professionals - Retained
1(g)	Banks/Lenders/UCC Lien Parties/Administrative Agents
1(h)	Customers
1(i)	Insurance
1(j)	Landlords
1(k)	Litigation
1(l)	Significant Competitors
1(m)	Surety & Letters of Credit
1(n)	Taxing Authorities/Governmental/Regulatory Agencies
1(o)	Unions
1(p)	U.S. Trustee Office
1(q)	Unions
1(r)	Utilities
1(s)	Vendors

SCHEDULE 1(a)

Debtors

COLLEGE INN FOODS
CONTADINA FOODS, INC.
DEL MONTE CHILLED FRUIT SNACKS, LLC
DEL MONTE FOODS CORPORATION II, INC.
DEL MONTE FOODS HOLDINGS II, INC.
DEL MONTE FOODS HOLDINGS LIMITED
DEL MONTE FOODS HOLDINGS, INC.
DEL MONTE FOODS, INC.
DEL MONTE MEXICO HOLDINGS LLC
DEL MONTE VENTURES, LLC
DM INTERMEDIATE CORPORATION
DM INTERMEDIATE II CORPORATION
GREEN THUMB FOODS, INC.
HI CONTINENTAL CORPORATION
JOYBA, INC.
KITCHEN BASICS, INC.
S&W FINE FOODS, INC.
SAGER CREEK FOODS, INC.

SCHEDULE 1(b)

Directors & Officers

ALEJANDRO, LUIS
ARTIS, ALFRED
BEGGS, AMY
BELIVEAU, MATT
BUESINK, MICHAEL
CALTABIANO, JIM
CAMPOS JR., JOSELITO D.
CLAWSON, MICHAEL
CRUZ JR., EDGARDO M.
CUBBAGE, ROBERT
DECKER, JAMIE
DRISCOLL, BRIAN JAMES
DRUZ, LOREN
EVERETT, GISELLE
FALLER, CHRIS
FARRELL, LIAM
FIERRO, FRANK
FRIZZLEY, JILL
GAPUD, ROLANDO C.
GORSHE, DIANA
HARTLEY, JOHN
HARTSIG, JOSEPH GERARD
HEDGE, PRATHIMA
JOHAL, RANBIR
LANDSBERG, FLAVIA
LEE, SPENCER
LIM, ALVIN A.
LONGSTREET, GREGORY N.
MALICK, ASHISH
MATUSINEC, KAREN
MORREAU, JANE
NAUGHTON, JEANETTE
O'HARA, MICHAEL
PAO, ERIC
RAMAKRISHNAN, HARISANKAR
REINER, JENNIFER
SACHDEVA, PARAG
SAWYERS, WILLIAM
SCHANBERGER, JEAN
SCOTCHBROOK, GODFREY E.
STILLWELL, TODD
STIS, DAVID
SUMNER, JANE
UNGSON, ANTONIO E.S.
WEBER, JON F.
WEST, TRACY
WU, BIBIE
ZBLEWSKI, MARK

SCHEDULE 1(c)

Non-Debtors Subsidiaries

DEL MONTE ANDINA C.A.
DEL MONTE ARGENTINA S.A.
DEL MONTE COLOMBIANA S.A.
DEL MONTE ECUADOR DME C.A.
DEL MONTE PERU S.A.C.
DM ESCROW CORPORATION
INDUSTRIAS CITRICOLAS DE MONTEMORELOS (ICMOSA)

SCHEDULE 1(d)

Known Affiliates – JV

CENTRAL AMERICAN RESOURCES, INC
DEL MONTE - VINAMILK DAIRY PHILIPPINES, INC
DEL MONTE FOODS PTE LTD
DEL MONTE PACIFIC LIMITED
DEL MONTE PACIFIC RESOURCES LIMITED
DEL MONTE PHILIPPINES, INC
DEL MONTE TXANTON DISTRIBUTION, INC
DEWEY LIMITED
DEWEY SDN BHD
DMPL FOODS LIMITED
DMPL INDIA LIMITED
DMPL INDIA PTE LTD
DMPL MANAGEMENT SERVICES PTE LTD
GTL LIMITED
NUTRIASIA
PHILIPPINE PACKING MANAGEMENT SERVICE CORPORATION
S&W FINE FOODS INTERNATIONAL LIMITED
S&W JAPAN LIMITED
SOUTH BUKIDNON FRESH TRADING, INC

SCHEDULE 1(e)

Bankruptcy Judges

CHIEF JUDGE MICHAEL B. KAPLAN
HON. ANDREW B. ALTENBURG, JR.
HON. CHRISTINE M. GRAVELLE
HON. JERROLD N. POSLUSNY, JR.
HON. JOHN K. SHERWOOD
HON. MARK E. HALL
HON. ROSEMARY GAMBARDELLA
HON. STACEY L. MEISEL
HON. VINCENT F. PAPALIA

SCHEDULE 1(f)

Bankruptcy Professionals – Retained

ALVAREZ & MARSAL NORTH AMERICA LLC
COLE SCHOTZ P.C.
HERBERT SMITH FREEHILLS KRAMER (US) LLP
PJT PARTNERS
MORRISON & FOERSTER LLP
KELLEY DRYE & WARREN LLP
PROVINCE
MILLER BUCKFIRE & CO, LLC

SCHEDULE 1(g)

Banks/Lender/UCC Lien Parties/Administrative Agents

3 COURT
AEGON USA INVESTMENT MANAGEMENT LLC
AGL CREDIT MANAGEMENT LLC
ARROWMARK PATNERS
BANK OF NOVA SCOTIA
BANK OF THE WEST
BANKWELL BANK
BARROW HANLEY MEWHINNEY & STRAUSS LLC
BH CREDIT MANAGEMENT LLC
BMO CAPITAL MARKETS CORP.
BNP PARIBAS ASSET MANAGEMENT
BOSTON MANAGEMENT AND RESEARCH
CAPITAL ONE, NATIONAL ASSOCIATION
CATALUR CAPITAL MANAGEMENT
CF EQUIPMENT LEASES, LLC
COBANK ACB
COMPEER FINANCIAL
COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH
DAVIDSON KEMPNER CAPITAL MANAGEMENT LP
DE LAGE LANDEN FINANCIAL SERVICES, INC.
EATON VANCE MANAGEMENT
FARM CREDIT BANK OF TEXAS
FIDELITY MANAGEMENT & RESEARCH COMPANY LLC
FORT WASHINGTON CAPITAL ADVISORS
FULCRUM CREDIT PARTNERS LLC
GENERAL ELECTRIC CAPITAL CORPORATION
GENERAL ELECTRIC CREDIT CORPORATION
GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE
GOLDMAN SACHS BANK USA
GOLDMAN SACHS BANK USA
GREAT ELM CAPITAL MANAGEMENT
GREENSTONE FARM CREDIT SERVICES
GUGGENHEIM PARTNERS LLC
HALYCON ASSET MANAGEMENT
ICG DEBT ADVISORS LLC
INTERMEDIATE CAPITAL GROUP LLC
JEFFERIES CAPITAL SERVICES LLC
JFIN ASSET MANAGEMENT
JPMORGAN CHASE BANK, N.A.
LIBERTY BANK
M&T BANK
MJX ASSET MANAGEMENT
MORGAN STANLEY EATON VANCE CLO CM LLC
MUFG BANK, LTD
NEW HAVEN BANK
NEWFLEET ASSET MANAGEMENT (AKA VIRTUS FIXED INCOME)
NORTHWESTERN MUTUAL
ORIX ADVISORS
PENTWATER CAPITAL MANAGEMENT
PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION
PNC BANK, N.A.
PRIME ALLIANCE BANK, INC.
PUTNAM INVESTMENT INC.
SIEMENS FINANICAL SERVICES, INC.
SILGAN CONTAINERS LLC
SILVER ROCK FINANCIAL LLC
SILVERPOINT CAPITAL
SOMERSET CAPITAL GROUP, LTD.
SOMERSET EQUIPMENT FINANCE COMPANY, INC.
SOMERSET LEASING CORP. 27
SOMERSET LEASING CORP. XXII
SOPHOS PAYMENT RESOURCES
TIKEHAU STRUCTURED CAPITAL MANAGEMENT
TRIMARAN ADVISORS
TRINITAS CAPITAL MANAGEMENT LP

U.S. BANCORP EQUIPMENT FINANCE, INC.
U.S. BANK
WELLS FARGO BANK
WELLS FARGO BANK, NATIONAL ASSOCIATION
WELLS FARGO EQUIPMENT FINANCE, INC.
WESTERN ASSET MANAGEMENT
WHITESTAR ASSET MANAGEMENT LLC
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT
WILMINGTON TRUST COMPANY

SCHEDULE 1(h)

Customers

ADUSA DISTRIBUTION
AWG ASSOCIATED
C&S WHOLESALE GROCERS
COSTCO WHOLESALE
DEFENSE FINANCE AND ACCOUNTING
SERVICE (DFAS) - CLEVELAND
DEL MONTE PHILIPPINES INC.
GENERAL MILLS
GIANT EAGLE INC
H.E.B. GROCERY
MEIJER
PUBLIX SUPER MARKETS
SAFEWAY INC
SPARTAN STORES
SUPERVALU INC
TARGET
THE KROGER CO.
UNITED STATES DEPARTMENT OF AGRICULTURE
WAL-MART STORES
WHLS LBX DEP
WINCO FOODS

SCHEDULE 1(i)

Insurance

ACE AMERICAN INSURANCE COMPANY
ALLIANZ
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
AXA XL
AXIS INSURANE COMPANY
AXON (SCOTTSDALE)
BEAZLEY - SYNDICATE 3623 AT LLOYD'S
BEAZLEY EXCESS AND SURPLUS INSURANCE, INC.
CHUBB/ACE AMERICAN INSURANCE
ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA
GREAT AMERICAN INSURANCE COMPANY
HARTFORD FIRE INSURANCE COMPANY
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
IPFS CORPORATION OF CALIFORNIA
IRONSHORE INSURANCE SERVICES LLC
LLOYD'S AMERICA INC.
LLOYD'S OF LONDON
MARKEL BERMUDA LIMITED
MARKELL BERMUDA LTD
MARSH & MCLENNAN AGENCY LLC
MARSH RISK & INSURANCE SERVICE
MARSH USA INC
MARSH USA LLC
MITSUI SUMITOMO MARINE MANAGEMENT
MITSUI SUMITOMO INSURANCE COMPANY OF AMERICA
MUNICH RE
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
NAVIGATORS INSURANCE COMPANY
NAVIGATORS MANAGEMENT COMPANY, INC.
PROPERTY & CASUALTY INSURANCE CO. OF HARTFORD
PROPERTY/CASUALTY INSURANCE COMPANY OF HARTFORD
SCOR
SEDGWICK CLAIMS MANAGEMENT SERVICES, INC
SOMPO
SYNDICATE 4000 AT LLOYD'S
TALBOT/ AXA-XL/ BERKLEY/ AMLIN/ HDI
TALBOT/LLOYD'S SYNDICATE
THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY
TRAVELERS PROPERTY & CASUALTY COMPANY OF AMERICA
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
TWIN CITY FIRE INSURANCE COMPANY
U.S. SPECIALTY INSURANCE COMPANY
U.S. SPECIALTY INSURANCE COMPANY (TOKIO MARINE/HCC)
XL INSURANCE AMERICA, INC.

SCHEDULE 1(j)

Landlords

ADAMS FARMS, INC.
AMAZON
ASCENDAS REIT CHICAGO 1LLC
BEARD NEW YORK VII INC.
BIER CASE (PRIOR OWNER GCAM, LLC)
BN&SF RR
CONTRA COSTA INDUSTRIAL PARK II
CPA:15 W.P. CAREY (DELMO)
CUPERY DEYOUNG
EGL VENTURES
ERRETT WAREHOUSING
G3 ENTERPRISES, INC.
GREG KIZEWSKI & SONS
GROW WEST TRUCKING LLC (CLARK TRANSPORT LLC)
INMOBILIARIA DICOPE
LA GROU DISTRIBUTION/SOURCE LOGISTICS
LINEAGE LOGISTICS
MORNING STAR KINGS LLC
MORTENSON BROTHERS FARMS, INC
PENN CENTER MANAGEMENT CORP (AGENT FOR
THE VIOLET SOFFER TRUST)
PINNACLE CENTER 2, LLC
RUDY DEKLEVA INC.
SCOTT ERDMAN
SILGAN
SONWIL
TEACHERS INSURANCE AND ANNUITY ASSOCIATION
OF AMERICA

SCHEDULE 1(k)

Litigation

BAKER, SCOTT
BALDWIN, BRIAN
BENCHMARK FARMS
BLACK DIAMOND COMMERCIAL FINANCE
LYONS INVESTMENT, L.P.
MOORE, JOHN
MORAN, JASON
SILGAN CONTAINERS, LLC
TRANCOSO, JOSEPH
VLACICH (FORMERLY GAITLING-LEE)

SCHEDULE 1(l)

Significant Competitors

B&G FOODS, INC.
CAMPBELL SOUP COMPANY
CONAGRA BRANDS, INC.
DOLE PLC
GENERAL MILLS, INC.
LANCASTER COLONY CORPORATION
MCCORMICK & COMPANY
NESTLÉ S.A.
PEPSICO, INC.
THE COCA-COLA COMPANY
THE KRAFT HEINZ COMPANY

SCHEDULE 1(m)

Surety & Letters of Credit

AON RISK SERVICES WEST INC
ATTORNEY GENERAL OF THE STATE OF ALABAMA
BUREAU OF CUSTOMS AND BORDER PROTECTION
SOUTHERN CALIFORNIA GAS COMPANY
STATE OF CALIFORNIA
STATE OF IDAHO
STATE OF MINNESOTA
STATE OF WASHINGTON
THE COMMONWEALTH OF MASSACHUSETTS
THE UNITED STATES DEPARTMENT OF AGRICULTURE,
FOOD AND NUTRITION SERVICE
UNITED STATES OF AMERICA, PROCESSED PRODUCTS
BRANCH, FRUIT AND VEGETABLE PROGRAM
UNITED STATES OF AMERICA, PROCESSED PRODUCTS
BRANCH, FRUIT AND VEGETABLE PROGRAM
UNITED STATES OF AMERICA, SPECIALTY CROPS
INSPECTION DIVISION, FRUIT AND VEGETABLE PROGRAMS
AON PLC
INTACT FINANCIAL CORPORATION
RLI GROUP

SCHEDULE 1(n)

Taxing Authority/Governmental/Regulatory Agencies

AIB INTERNATIONAL
ARKANSAS DEPT OF FINANCE
BAY AREA AIR QUALITY
BENTON COUNTY TAX COLLECTOR
BOARD OF EQUALIZATION
CA. DEPT OF PUBLIC HEALTH
CALRECYCLE
CITY OF BLUE ASH
CITY OF MARKESAN TREASURER
CITY OF MCALLEN TAX OFFICE
CITY OF MODESTO UTILITIES DEPARTMENT
CITY OF UNION CITY
CITY OF WALNUT CREEK
CONTRA COSTA CTY TAX COLLECTOR
CONTRA COSTA HEALTH SERVICES
COUNTY OF STANISLAUS - STATE OF CALIFORNIA
FOOD AND DRUG ADMINISTRATION
FRANCHISE TAX BOARD
FRESNO COUNTY TAX COLLECTOR
FULTON COUNTY TAX COMMISSIONER
GEORGIA DEPARTMENT OF REVENUE
HENRY COUNTY TAX COMMISSIONER
HIDALGO COUNTY TAX
ILLINOIS DEPARTMENT OF REVENUE
ILLINOIS SECRETARY OF STATE
INTERNAL REVENUE SERVICE
KINGS COUNTY (CA)
KINGS COUNTY TAX COLLECTOR
LAKE COUNTY TAX COLLECTOR
LAKESIDE IRRIGATION WATER DISTRICT
LASALLE COUNTY COLLECTOR
MENDOCINO COUNTY TAX COLLECTOR
MERCED COUNTY TAX COLLECTOR
MINNESOTA DEPT OF REVENUE
NEVADA DEPARTMENT OF TAXATION
NEW JERSEY CORPORATION TAX
NORTH CAROLINA DEPT OF REVENUE
OGLE COUNTY COLLECTOR
OHIO TREASURER OF STATE
OREGON DEPARTMENT OF REVENUE
PA DEPARTMENT OF REVENUE
PORTAGE COUNTY TREASURER
SACRAMENTO COUNTY TAX
SAN FRANCISCO TAX COLLECTOR
SAN JAUQUIN VALLEY AIR POLLUTION CONTOL DISTRICT
SAN JOAQUIN COUNTY TAX COLLECTOR
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT
SOUTH CAROLINA DEPT OF REVENUE
STANISLAUS COUNTY TAX COLLECTOR
STATE OF CALIFORNIA - HEALTH & HUMAN SERVICES
STATE OF CALIFORNIA PUBLIC HEALTH FOOD AND DRUG BRANCH
STATE OF ILLINOIS
STATE OF NEW JERSEY
SUTTER COUNTY TAX COLLECTOR
TARRANT COUNTY TAX ASSESSOR
TENNESSEE DEPT OF REVENUE
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS DEPARTMENT OF STATE
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
TEXAS STATE TREASURER
TOWN OF MACKFORD TREASURER
TREASURER GREEN LAKE COUNTY
U.S. CUSTOMS AND BORDER PROTECTION
UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON DEPARTMENT OF REVENUE
WASHINGTON DEPT OF REVENUE
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
WASHINGTON STATE DEPARTMENT OF ECOLOGY
WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTIONS
WISCONSIN DEPT OF AGRICULTURE
WISCONSIN DEPT OF REVENUE
YAKIMA COUNTY TREASURER
YAKIMA REGIONAL CLEAN AIR AGENCY

SCHEDULE 1(o)

Unions

GENERAL TEAMSTERS, WAREHOUSE, CANNERY
WORKERS AND HELPERS UNION, NO. 948
N.C.G.T SECURITY FUND
RETAIL, WHOLESALE & DEPARTMENT STORE UNION/UFCW,
AFL-CIO, AND ITS LOCAL UNION NO. 578
TEAMSTERS LIFE INSURANCE TRUST
TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES,
WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 760
WASHINGTON TEAMSTERS WELFARE TRUST
WESTERN CONFERENCE OF TEAMSTERS

SCHEDULE 1(p)

U.S. Trustee Office

ADELA ALFARO
ANGELIZA ORTIZ-NG
DANIEL C. KROPIEWNICKI
DAVID GERARDI
FRAN B. STEELE
FRANCYNE D. ARENDAS
JAMES STIVES
JEFFREY SPONDER
KIRSTEN K. ARDELEAN
LAUREN BIELSKIE
MARTHA HILDEBRANDT
MICHAEL ARTIS
PETER J. D'AURIA
RACHEL WOLF
ROBERT J. SCHNEIDER, JR.
SAMANTHA LIEB
SAVANNA CRUZ
TIA GREEN
TINA L. OPPELT
WILLIAM J. ZIEMER

SCHEDULE 1(q)

Utilities

ADAMS-COLUMBIA ELECTRIC CO-OP
ALLIANT ENERGY - WP&L
ALTAFIBER
AMEREN
AMERICAN RECYCLING COMPANY
AT&T
BP ENERGY COMPANY
BRIGHTSPEED
CASCADE NATURAL GAS CORPORATION
CENTURYLINK
CITY OF ATLANTA
CITY OF LATHROP
CITY OF MODESTO
CITY OF TOPPENISH
CITY OF YAKIMA
COMCAST
COMISIÓN FEDERAL DE ELECTRICIDAD - MEXICO CITY
CONSTELLATION NEWENERGY INC
CONTRA COSTA WATER DISTRICT
FRONTIER
GILTON SOLID WASTE MGMT INC
GLOBALGIG
GRANITE TELECOMMUNICATIONS
GREEN PLANET 21 INC
GTT AMERICAS, LLC
IROW
MCALLEN PUBLIC UTILITY
MODESTO IRRIGATION DISTRICT
NICOR GAS
PACIFIC POWER
PG&E
ROCHELLE MUNICIPAL UTILITIES
SUCCEED.NET
TELSTRA INCORPORATED
THE GAS COMPANY (SOCALGAS)
TID WATER & POWER
UNITED LIQUID WASTE RECYCLING
VERIZON BUSINESS
WASHINGTON BROADBAND
WE ENERGIES
WINDSTREAM
WISCONSIN PUBLIC SERVICE
YAKAMA POWER

SCHEDULE 1(r)

Vendors

1 SOURCE MECHANICAL INC
1010DATA RETAIL SOLUTIONS LLC
1ST FP SERVICES LLC
1WORLDSYNC INC
2 SISTERS PIGGLY WIGGLY
33 DEGREES CONVENIENCE CONNECT
3BL MEDIA INC
3E COMPANY
48FORTY SOLUTIONS LLC
4IMPRINT INC
509 ELECTRIC INC
55 OAKWC OWNER LLC
5C FARMS
7 STAR TRANSPORT LLC
7-ELEVEN INC
84.51 LLC
A & S DISTRIBUTING INC
A.S. & S.K MANN
A-1 BACKFLOW SERVICE
A1 SEPTIC SERVICE
A-1 SERVICES
A100 RESCUE
ABACUS HARDWARE LLC
ABC FIRE CONTROL INC
ABIGAIL CASILLAS
A-C ELECTRIC COMPANY
ACCENTURE INTERNATIONAL LIMITED
ACCENTURE LLP
ACCESS ELECTRIC
ACCURATE EMPLOYEMENT SCREENING LLC
ACL SERVICES LTD
ACME FRESH MARKET
ACONCAGUA FOODS S.A.
ACORN INFLUENCE LLC
ACOUSTIC LP
ACXION FOODSERVICE INC
ADAMS FARMS INC
ADAMS FRUIT LLC
ADAMS SUPER FOODS TRI TOWN FOODS
ADAMS TRANSIT INC
ADAMS UPLAND FARM
ADAMS-COLUMBIA ELECTRIC CO-OP
ADAPTIVE PROTOCOLS INC
ADCO MANUFACTURING INC
ADP LLC
ADVANCED BOILER CONTROL SERVICES, INC
ADVANTAGE MARKETING PARTNERS
ADVANTAGE SOLUTIONS
ADW ACOSTA LLC
AEROTEK INC
AEROTEK PROFESSIONAL SERVICES
AGENCIAS FEDURO COSTA RICA. S.A.
AGENCIAS FEDURO S A
AGILENT TECHNOLOGIES INC
AGILOFT INC
AGSEEDS UNLIMITED
AGSOURCE LABORATORIES - MARSHFIELD
AGWEST FARM CREDIT
AHCOF INDUSTRIAL DEVELOPMENT CO LTD
AHOLD DELHAIZE USA FAMILY
AIB INTERNATIONAL CERTIFICATION
AIRGAS USA LLC
AISLE
AIT WORLDWIDE LOGISTICS
AJIT S BAINS
AJIT S. BAINS & CARMEN BAINS
AJIT S. BAINS II
AKI TECHNOLOGIES
ALAMO IRON WORKS
ALAN TONCRAY
ALBERT DALPORTO FARMS INC
ALBERTSONS BOISE OPEN
ALCALA FARMS
ALCHEMY SYSTEMS LP
ALEJANDRA RODRIGUEZ
ALEJANDRO ASHTAR PARDO

ALEX SOUZA
ALEXANDER BYK
ALEXIS FARBER
ALEXIS RACHEL ERCOLE
ALFA LAVAL INC
ALHAMBRA & SIERRA SPRINGS
ALICIA MURPHY
ALIGN HCM INC.
ALISON KING MICKELSEN
ALL SEASONS HEATING & AIR
ALLAN BROS INC
ALLIANCE FOR A HEALTHIER GENERATION
ALLIANCE INDUSTRIAL CORPORATION
ALLIANCE MARKETING LLC
ALLIANT ENERGY - WP&L
ALLIED COOPERATIVE
ALLIED ELECTRONICS, INC.
ALLIED PACKAGING CORPORATION
ALLIED RELIABILITY INC
ALLIED UNIVERSAL EXECUTIVE
ALLIED UNIVERSAL SECURITY SERVICES
ALL-PHASE ELECTRIC INC
ALPHA CARD SYSTEMS
ALPLA INC
ALRO STEEL CORPORATION
ALSUM FARMS & PRODUCE
ALTAFIBER
ALTEK COMPANY
ALTMANN CONSTRUCTION COMPANY INC
ALYSSA MIZELL
AMANDA CALOUN
AMARJIT OR BIKRAM KANDOLA
AMAZON ADVERTISING LLC
AMAZON COM SALES INC
AMAZON WEB SERVICES INC
AMAZON.COM SERVICES LLC
AMBROSIA PUB & GRILL LLC
AMCOR FLEXIBLES TRANSPAC BVBA
AMEREN ILLINOIS
AMERICAN AG CREDIT, ACA
AMERICAN AGCREDIT PCA
AMERICAN CHILLER SERVICE INC
AMERICAN CRANE RENTAL, INC.
AMERICAN EQUIPMENT CO
AMERICAN EXPRESS TRAVEL
AMERICAN FENCE COMPANY
AMERICAN HOLT CORPORATION
AMERICAN INCORPORATED
AMERICAN INDUSTRIAL COATINGS
AMERICAN INTERNATIONAL FOODS INC
AMERICAN INTERNATIONAL TOOLING
AMERICAN LOGISTICS ASSOCIATION
AMERICAN MACHINE
AMERICAN MECHANICAL INC
AMERICAN PACKAGING MACHINERY INC
AMERICAN PALLET AND LUMBER INC
AMERICAN RECYCLING HOLDINGS LLC
AMERICAN RED CROSS
AMERICAN SEALS WEST INC
AMERICAN SOLUTIONS FOR BUSINESS
AMERICAN ULTRAVIOLET COMPANY
AMERICINN PLOVER
AMERICOLD LOGISTICS, LLC
AMIE GAFFNEY
AMM INCORPORATED
AMMONIA SALES & SERVICE INC
AMUNDSEN DAVIS LLC
AMY WOLTER
ANA INES BEATRIZ BORROMEO
ANA S RAFFUCCI AVILES
ANANTA USA
ANAPLAN INC
ANAPLAN LIMITED
ANDERSON CHEMICAL COMPANY
ANDERSON PLUMBING & HEATING
ANDERSON PROCESS
ANDREA RAWLINS
ANDREW MAGLIOZZI
ANDREW MCGOWAN
ANDREW SCHARSCHMIDT
ANDREWS ELECTRIC
ANDY JUDD

ANGEL PEREZ
ANGELA SUN
ANGELA WATERS
ANHUI SUZHOU SCIENCE FOODSTUFF
ANNE SCHINBECKLER
ANTHEM BLUE CROSS
ANTHONY AGUILAR
ANTHONY ANADON
ANTHONY EZZARD
ANTONIO CANALES FARMS AND
ANTONIO MONTALVO
AON CONSULTING INC
AON RISK SERVICES WEST INC
APADANA LLC
APEX SALES & MARKETING-PHOENIX
A-PLANNERS
APOLLO MECHANICAL CONTRACTORS
APPLE KING LLC
APPLEBY OPERATING ACCOUNT
APPLEGATE TEEPLES DRILLING CO INC
APPLEGREEN SOUTH CAROLINA LLC
APPLERIDGE LLC
APPLIED ADHESIVES
APPLIED INDUSTRIAL TECHNOLOGIES
APRICOT PRODUCERS OF CALIFORNIA
APRO LLC
APTARGROUP INC
APTIA INSURANCE SERVICES GROUP LLC
AQC ENVIRONMENTAL BROKERAGE
ARAMARK
ARBON EQUIPMENT CORPORATION
ARCBEST
ARCHE ADVISORS INC
ARCHER DANIELS MIDLAND - CORN
ARDAGH GLASS INC
ARKANSAS DEPT OF FINANCE & ADMINISTRATION
ARMSTRONG LAW FIRM LLC
ARNOLD KIZEWSKI
ARTURO VILORIA OLVERA
ARYAKA NETWORKS INC
ASAP METAL FABRICATORS INC
ASAP PROCESS WELDING INC
ASBURY ENVIRONMENTAL SERVICES
ASCENDAS REIT CHICAGO 1 LLC
ASCENT CONSTRUCTION LLC
ASH PALLET MANAGEMENT INC
ASHLEY DENGLER
ASHLEY LANE, LP
ASHLOCK COMPANY
ASHWORTH LEININGER GROUP
ASLAN COLD STORAGE LLC
ASPIRUS MEDICAL GROUP INC
ASSINK ACRES INC
ASSOCIATED PACKAGING, INC.
ASSOCIATED SERVICES COMPANY
ASSOCIATED SUPERMARKET GROUP LLC
ASSOCIATION OF WASHINGTON
AT&T
ATITHI LLC
ATLAS COPCO COMPRESSORS LLC
ATLAS PACIFIC ENGINEERING
ATVANTAGE INC
AUDITBOARD INC
AUTO SELECT OF STEVENS POINT
AUTOMATED MOTION INC
AUTOMATIC FIRE SYSTEMS INC
AUTOMATION GROUP
AZTEX TRANS INC
B & L NEELEY INC
B & R STORES
B SCHLESINGER CONSULTING LLC
BADGER LABORATORIES &
BADGER PLASTICS & SUPPLY CO
BADGER SCALE INC
BAHADER SOHAL
BAILEY CHRISTOPHER BEYKIRCH
BAINS, PAKHAR & JASWINDER
BAKER & MCKENZIE
BAKERSFIELD PIPE & SUPPLY INC
BAKERSFIELD WELL AND PUMP CO
BALLARD SPAHR LLP
BALLWEG IMPLEMENT COMPANY INC
BALTAZAR F. VILLARREAL
BALTHAZOR CONSULTING, LLC

BANK OF FEATHER RIVER
BANK OF MONTREAL - COMMODITY
BANK OF STOCKTON
BANNER BANK
BANNER BANK ISAOA
BARBARA PACHECO
BARENTZ NORTH AMERICA LLC
BARR ENGINEERING CO
BARRONS PRUNING SERVICE
BARRY-WEHMILLER DESIGN GROUP INC
BARTELT PACKAGING LLC
BARTSCH FARMS
BASE THREE LLC
BATORY FOODS MASSEY FAIR
BATTERY SPECIALISTS
BATTERY SYSTEMS INC
BAVARO RANCHES INC. RIVERSIDE
BAVARO RANCHES, INC
BAY ALARM COMPANY
BAYS RANCH, INC.
BAZAARVOICE INC
BBIG COMUNICATIONS
BC ADHESIVES
BCFOODS INC
BCGLOBAL FOODCHAIN ID
BEAR LABEL MACHINE INC
BEARD LAND IMPROVEMENT COMPANY
BEARD NEW YORK VII
BEAVER OF WISCONSIN
BELEN LAO-ABANILLA
BELL & BELL LLP
BENJAMIN CRAIG
BENJAMIN MARTINEZ
BENJAMIN WITHYCOMBE
BENTON COUNTY TAX COLLECTOR
BENTONVILLE/BELLA VISTA
BENZ AIR ENGINEERING CO INC
BERGEMANN'S AUTOCARE
BERG-JOHNSON ELECTRICAL
BERGMAN CRAMER LLC
BERKSHIRE ASSOCIATES LLC
BERNARD MOCADLO
BERRY GLOBAL FILMS, LLC
BERTOLOTTI DISPOSAL INC
BEST-WEIGH SCALE COMPANY INC
BEV'S FLORAL & GIFTS
BIANCA DE LA CRUZ
BIANCA TEER
BICKFORD ORCHARDS INC.
BIDDLE CONSULTING GROUP INC
BIG HEART PET BRANDS
BIG IRON EQUIPMENT, INC.
BIG Y FOODS
BIHALA FARMS
BILL SYMS
BIOMERIEUX INC
BIOSPRINGER
BIRDBUFFER
BLACK DIAMOND COMMERCIAL
BLACKBAUD INC
BLACKLINE SYSTEMS
BLOMS RANCH, INC.
BLOOMBERG INDUSTRY GROUP INC
BLUE GOOSE FARMS
BLUE TOP FARMS INC
BLUE YONDER INC
BNL & SONS FARMS INC.
BNSF RAILWAY COMPANY
BOARD OF EQUALIZATION
BOB BOCK
BOB HERZIG & ASSOCIATES INC
BOB LACKEY FARMS
BOJANGLES RESTAURANTS INC
BOLTHOUSE FRESH FOODS
BOOMI LP
BOPARAI FARMS
BORN THIS WAY FOUNDATION
BORTON AND SONS INC
BOUTIN JONES INC
BOWRING MARSH BERMUDA LTD
BOX INC
BOYD SOUTHAM
BOYLE BRANDS INC
BP ENERGY RETAIL COMPANY LLC
BP LOGIX INC
BRAD EMERY
BRAD ROBERT NATSUME
BRADLEY GILES AND ASSOCIATES LLP
BRADY RONALD TALFORD

BRADY WORLDWIDE INC
BRANCO CONSTRUCTION
BRANDON KNIGHT
BRANDON MEATS & SAUSAGE, INC.
BRANDON WIXOM
BREAKTHROUGH FUEL LLC
BREAKTIME MEDIA MWH LLC
BRENNTAG PACIFIC INC
BRENTON ENGINEERING COMPANY
BRIAN ATHERTON
BRIAN FRIEDRICH
BRIAN KRUEGER
BRIAN OLSON
BRIGGS EQUIPMENT
BRIGHTSPEED OF SOUTHERN WISCONSIN
BRISTLECONE INCORPORATED
BRITANIE CHRISTINE HALLMON
BROADSPIRE SERVICES INC
BROOKS TRACTOR INCORPORATED
BROTHERS FARMS
BROWN-CAMPBELL COMPANY
BRUNO BROS. FARMS, INC.
BRUNS CONSTRUCTION INC
BRYAN CLURMAN
BSK ANALYTICAL LABORATORIES
BSM FACILITY SERVICES GROUP
BUCEES LTD
BUCHANAN AUTOMATION INC.
BUCKEYE BUSINESS PRODUCTS INC
BUD HOLLINGBERY AND
BUELL CALIBRATION & CONTROLS LLC
BULWARK SAFETY SYSTEMS LLC
BUNTING MAGNETICS COMPANY
BUNZL PROCESSOR DIVISION
BUSHMAN ELECTRIC CO INC
BUSHMAN POTATO SALES
BUSHWHACKER LLC
BUSSE/SJI CORPORATION
BW INTEGRATED SYSTEMS, BW FLEXIBLE
C & K FARMING, LLC
C & R RESEARCH INC
CA CANNING PEACH ASSOCIATION
CABLE CONVEYOR SYSTEMS INC
CABRI GROUP INC
CALBART ORCHARDS, INC.
CALERO-MDSL
CALIFORNIA AIR COMPRESSOR COMPANY
CALIFORNIA BOILER INC
CALIFORNIA CANNING FREESTONE ASSOC.
CALIFORNIA CHAMBER OF COMMERCE
CALIFORNIA CLING PEACH
CALIFORNIA DEPT PUBLIC HEALTH
CALIFORNIA FREIGHT SALES
CALIFORNIA INDUSTRIAL RUBBER
CALIFORNIA LEAGUE OF FOOD
CALIFORNIA PEAR ADVISORY BOARD
CALIFORNIA PEAR GROWERS
CALIFORNIA RURAL WATER ASSOCIATION
CALIFORNIA SECRETARY OF STATE
CALIFORNIA STATE CONTROLLER
CALIFORNIA SUGARS LLC
CALIFORNIA TOMATO GROWERS
CALIFORNIA TOMATO RESEARCH
CALITHO
CALLAN LLC
CALRECYCLE
CALS CONVENIENCE INC
CALTRONICS BUSINESS SYSTEMS
CALVERAS COUNY WATER DISTRICT (CCWD)
CAMILLE SMITH AND
CAMPBELL COOLING ELECTRICAL
CAMTEK INC
CAN-DO PACKAGING SERVICES INC
CANON SOLUTIONS AMERICA INC
CANTEEN REFRESHMENT SERVICES
CAPSTONE LOGISTICS LLC
CARBON FOOTPRINT LIMITED
CARBONOMICS AMERICA, LLC
CARDENAS MARKET
CARGILL
CARISSA SAUER
CARLETON HELICAL TECHNOLOGIES
CARLSON SCALE INC

CARLUCCI TRANSPORT
CARNA FARMING INC.
CARNAUD METALBOX MACHINERY
CAROL DREW
CARQUEST
CARRIER CORPORATION
CARTER'S MACHINE & SERVICE INC
CASCADE NATURAL GAS CORPORATIO
CASCADE THERMAL SOLUTIONS, LLC
CASCADIA AG ENT LLC AND
CASEYS MARKETING COMPANY
CASHIER STATE OF CALIFORNIA
CATALINA MARKETING CORP
CATHERINE HEAL
CATHERINE HSU
CATHY EVERS
CB NEPTUNE HOLDINGS LLC
CBX WORLDWIDE LLC
CCER LAW LLC
CD & POWER
CDP NORTH AMERICA INC
CDW DIRECT LLC
CEDERLIND FARMS
CELEBRATE PLOVER FOUNDATION, INC.
CENTRAL CAL WATERWORKS INC
CENTRAL DOOR SOLUTIONS LLC
CENTRAL PRAIRIE FARM, LLC
CENTRAL STATES INDUSTRIAL
CENTRAL VALLEY GRAPE
CENTRAL WASHINGTON RAILROAD
CENTRAL WASHINGTON REFRIGERATION
CENTURYLINK
CEVA FREIGHT LLC
CFT S.P.A. / MANZINI
CH20 INC
CHAMPION IND CONTRACTORS INC
CHARGEPOINT INC
CHARLES DICKS JR
CHEEMA FARMS
CHEN ZI ANG
CHEP USA
CHET'S PLUMBING & HEATING INC
CHICORY
CHINCHIOLO STEMILT CALIFORNIA
CHO AMERICA
CHOUINARD PRECISION MACHINE WORKS
CHRIS' FLORAL & GIFTS
CHRISTA LOWTHER
CHRISTENSEN INC
CHRISTIE JOY JASMIN OLORVIDA
CHRISTINA HARDY
CHRISTINE KUHR
CHRISTINE WICKER HOSMAN
CHRISTOPHER BREDEMANN
CHRISTOPHER CHILLE
CHRISTOPHER KOHLS
CHRISTOPHER SEAN NICHOLS
CHRISTOPHER WOLF
CHUCK BAKER'S RANCH
CI INFORMATION MANAGEMENT
CINTAS CORPORATION #442-446
CINTAS FIRE PROTECTION
CIRCA
CIRCANA LLC
CIRCLE K STORES INC
CISCO AIR SYSTEMS INC
CISION US INC
CITRUS & ALLIED ESSENCES
CITRUS AD INTERNATIONAL INC
CITY OF HANFORD
CITY OF HUGHSON
CITY OF MARKESAN TREASURER
CITY OF MCALLEN TAX OFFICE
CITY OF MODESTO
CITY OF TOPPENISH
CITY OF UNION CITY
CITY OF YAKIMA
CITYLEAF INC
CJ ORCHARDS INC
CJS AUTOMATIC FIRE SPRINKLER
CL&D GRAPHICS LLC
CLARENDA ALICE KOSKI
CLARIVATE ANALYTICS (COMPUMARK) INC
CLARK PEST CONTROL
CLARK TRANSPORT LLC
CLARKS NUTRITION & NATURAL FOODS

CLEAR CHOICE RETAIL LLC
CLEVERINGA FARMS
CLEVERINGA ORCHARDS
CLIFF'S SEPTIC TANK SERVICE
CLIPPER CONTROLS INC
CLOUDBURST COUNSEL LLC
CLUB DEMONSTRATION SERVICES INC
CMA-CGM (AMERICA) INC
CMC-KUHNKE INC
CMS CONSULTING INC
CANADIAN NATIONAL RAILWAY COMPANY
COAST PERSONNEL SERVICES
COASTAL PACIFIC FOOD DIST.
CODY RUNDALL PHOTOGRAPHER
COELHO WEST
COGENT3D INC
COGNEX CORPORATION
COHEN & GRIGSBY
COKER PUMP & EQUIPMENT COMPANY
COLE INDUSTRIAL, INC.
COLE SCHOTZ PC
COLE-PARMER INSTRUMENT CO
COLLABORATIVE MARKETING GROUP
COLONNA BROTHERS INC
COLUMBIA ELECTRIC SUPPLY
COLUMBIA MACHINE INC
COLUMBIA PIPE & SUPPLY COMPANY
COLUMBIA REACH
COMCAST
COMFORT DYNAMICS INC
COMMERCIAL MANUFACTURING
COMPLETE ENGINEERED SOLUTIONS
COMPLETE WATER SOLUTIONS LLC
COMPUTACENTER FUSIONSTORM INC
CONCENTRA MEDICAL CENTERS
CONCENTRIC LLC
CONDON OIL COMPANY
CONEXIOM
CONSOLIDATED ELECTRICAL
CONSOLIDATED WATER SOLUTIONS
CONSTANGY BROOKS SMITH
CONSTELLATION GENERATION SERVICES
CONSTELLATION NEWENERGY INC
CONSTITUTION STATE SERVICES
CONSUMER BRANDS ASSOCIATION
CONSUMER CONNECTION INC
CONTACTMONKEY
CONTRA COSTA CTY TAX COLLECTOR
CONTRA COSTA INDUSTRIAL PARK
CONVEYOR WORKS, INC.
CONYERS DILL & PEARMAN
COOGAN & PARTNERS
COOPER CONTROLS INC
COOPER OIL CO INC
COOPERATIEVE RABOBANK U.A
COPESAN SERVICES INC
COPYRIGHT CLEARANCE CENTER INC
COSENTINO'S FOOD STORES
COSTAMAGNA FARMS NO.4
COUNTRY PLUMBER INC
COUNTY OF KINGS
COWAN FRUIT
COWICHE GROWERS INC
COX COMMUNICATIONS
CPG TALENT MANAGEMENT LLC
CPK MFG. LLC DBA TOWER TECH
CRAIG BUSSE
CRAIG LANCASTER
CRAIGIE MCCARTHY & CLOW
CRANE ENGINEERING SALES INC
CREST FOODS #2 CRISP INC
CRIST KOLDER ASSOCIATES LLC
CRITEO CORP
CRITES SEED INC
CROMER EQUIPMENT/ CMH
CROOKHAM COMPANY INC
CROPPS DOOR SERVICE
CROSSCOUNTRY CONSULTING
CROSSMARK, INC
CROSSROADS COMMERCE CTR OWNERS
CROWE HORWATH LLP
CROWE LLP
CROWN CLOSURES MACHINERY

CROWN CORK & SEAL USA, INC.
CRYSTAL BRIDGES MUSEUM OF AMERICAN
CRYSTAL RIVERA
CS FARMS
CORPORATION SERVCE COMPANY
CSX TRANSPORTATION, INC.
CT LIEN SOLUTIONS
CTI FOODTECH S.R.L.
CTW COLD LOGISTICS LLC
CULLIGAN WATER OF MODESTO
CULTURA TECHNOLOGIES INC
CUPERY & DEYOUNG STORAGE CORP
CURLESS FLYING SERVICE INC
CURLY TOP VIRUS PROG CASHIER
CUSHMAN & WAKEFIELD OF CALIFORNIA
CYTECH HEATING & COOLING LLC
D L PETERSON TRUST
DALE INVESTMENTS, LLC
DALE R HEYE
DALE W. SMITH
DAN TAUFERNER
DANA GILLESPIE
DANIEL AND AMELIA ZUNIGA
DANIEL J EDELMAN INC
DANIEL KOCAK
DANIEL MATTILA
DANIEL MEYER
DANIEL WITKOWSKI
DANIELA VONGHIA
DANIELLE DYKES
DANNY BOLSTAD
DANPER TRUJILLO SAC
DARREN LUBICH
DARRYL STARN
DATASITE LLC
DATASSENTIAL INC
DAVE'S MARKETPLACE CORP OFFICE
DAVID AND/OR MARTHA DURAN
DAVID GRAY
DAVID GURROLA
DAVID J. ELLIOT & SONS
DAVID MEIER
DAVID MURILLO
DAVINCI MICRO FULFILLMENT INC
DAVIS GRAHAM & STUBBS LLP
DAVIT MANAGEMENT, LLC
DAY WIRELESS SYSTEMS INC
DAYMON WORLDWIDE INC
DAYTON FOODS
DE LAGE LANDEN FINANCIAL SERVICES
DEAN SISSON
DEBBIE DURINA
DEBRA DEBUTCH
DEBRA DIANNE DAVIS
DECHERT-HAMPE & CO
DECISIONWISE LLC
DEHART PLUMBING HEATING & AIR INC
DELANO GROWERS GRAPE PRODUCTS
DELAYNE DURDLE
DELKOR SYSTEMS INC
DELLAVALLE LABORATORY INC
DELMO 11/12 (DE) LLC
DELTA DENTAL INSURANCE CO
DELTA DENTAL OF CALIFORNIA
DELTA PRINT GROUP LLC
DENIZ BROS AG SERVICES
DENNIS DOCTER
DENNIS HAHN
DENTONS US LLP
DEPALMA FARMS
DEPARTMENT OF ECOLOGY
DEPARTMENT OF HEALTH
DEPARTMENT OF INDUSTRIAL RELATIONS
DEPARTMENT OF LABOR AND INDUSTRIES
DEPT OF LABOR & INDUSTRIES
DESHONDA MAYO
DESIGN GROUP FACILITY SOLUTIONS
DETLOR FARMS
DHL EXPRESS (USA) INC
DHX INC
DIABLO BOILER & STEAM
DIAGRAPH MARKING & CODING
DIAMOND MACHINING, LLC.
DICK ANDERSON AND SONS FARMING

DICKINSON WRIGHT PLLC
DIENER FAMILY 2000 TRUST
DIERBERGS MARKETS
DIG INSIGHTS INC
DIGITAL DI CONSULTANTS LLC
DILBAGH SINGH DALE FAMILY TRUS
DISCOUNT PLUMBING
DISCOVERY FARMS LLC
DISH LLC
DISHER ELECTRIC INC
DLA PIPER LLP US
DLM DUNN
DM MANAGEMENT, INC.
DM NORSIEK FARM INC
DNP AMERICA LLC
DOAR INC
DOCUSIGN, INC.
DOEHLER JUICE SOLUTIONS INC
DOLCE DIGITAL IMAGING
DOLLAR GENERAL LITERACY
DOMINIC WUNDERLIN
DOMINICK AUGUSTINE
DOMINO AMJET INC
DON STONECIPHER
DONALD DAVID MUMPHREY JR
DONALD HENSLEY
DONELAN'S SUPERMARKETS
DONNA CASTELLANO
DONNELLEY FINANCIAL SOLUTIONS
DOORDASH G&C LLC
DOORNINK FRUIT RANCH INC
DOORWORKS INC
DOROTHY LANE MARKET INC
DOSANJH FARMS
DOUG NYSTROM
DOUGLAS CLARK
DOUGLAS MACHINE INC
DOUGLAS VAN ROSSUM
DRIVE WHEEL LLC
DS WEED CONTROL
DUANE T MEADE
DUCKWALL POOLEY FRUIT COMPANY
DUHIG & CO INC
DUNBAR HIGH SCHOOL
DUNNHUMBY INC
DUST CONTROL ETC INC
DYKEMA GOSSETT PLLC
DYKMAN ELECTRICAL INC
E & J BAROSSO FARMS
E G RETAIL (AMERICA), LLC
E TECHNOLOGIES GROUP LLC
E&E GLOBAL PACKING SUPPLIER CORP
E.D. CHASE CO INC
EAN SERVICES/ ENTERPRISE RENT A CAR
EASTERN SALES & MARKETING
EAT N PARK HOSPITALITY GROUP
EATEM FOODS COMPANY
E-BUSINESS INTERNATIONAL INC
ECHO MARKETING LLC
ECI SPRAY FOAM SOLUTIONS
ECKERT COLD STORAGE COMPANY
ECO WATER SYSTEMS
ECOLAB
ECOMODUS LLC
ECONOMY PALLETS FRESNO
ECT TECHNOLOGY
ECU WORLDWIDE PHILIPPINES INC
EDAFLORS LLC
EDDIE SOUSA
EDEN MEAT MARKET & CATERING
EDGAR ESQUIVEL
EDGAR HERNANDEZ
EDGARDO ALICEA
EDGE CONSTRUCTION SUPPLY
EDGE SALES & MARKETING
EDUARDO GALLARDO
EDWARD E HEBERT
EDWARD ZAUN
EFFECTUS GROUP LLC
EFIRD AG ENTERPRISES INC
EGI MECHANICAL INC
EHAB ATWA
EHAB SAMIR SAAD HABIB
EL RANCHO CORP
ELECTRIC MOTOR SHOP
ELENA MICHELE KJOS
ELEVATE GROUP LLC
ELEVEN CANTERBURY LLC
ELG VENTURES

ELISE RUNNING
ELITE SPICE INC
ELIZABETH DEMAO
ELLIOT KOENIG
ELLON MACHASIO
ELMAR INDUSTRIES INC
EMBARK CONSULTING LLC
EMCOR SERVICES
EMEALS INC
EMERSON LLLP
EMI LABS INC
EMILY JEAN WEGNER
EMILY SILVERSTEIN
EMPIRE EQUIPMENT COMPANY LLC
EMPIRE MARKETING STRATEGIES INC
EMPIRE SUPPLY CO., INC.
EMPLOYBRIDGE LLC
ENDRESS + HAUSER INC
ENEL X ADVISORY SERVICES USA LLC
ENERCON FOAM INSULATORS LLC
ENERSYS INC
ENGINEERED PRODUCTS A PAPE CO
ENGLEWOOD ELECTRICAL SUPPLY
ENGRACIA LAZO MARTINEZ AND RAFAEL
ENTRYPOINT COMMUNICATIONS LLC
EO JOHNSON BUSINESS TECHNOLOGIES
EPI MARKETING SERVICES
EQUIPMENT BUTLER INC
EQUIPMENT DEPOT OF ILLINOIS INC
ERASMO CERDA
ERI ECONOMIC RESEARCH INSTITUTE INC
ERIC & LAURA SHOWALTER
ERIC KNUDSON
ERICA BUCHANAN
ERICA JENSEN
ERIKA CAMPOS TORRES
ERNST MFG INC
ERRETT WAREHOUSING LLC
ES3 LLC - 3PL
ESHA RESEARCH LLC DBA TRUSTWELL
EU AUTOMATION INC.
EUI KYOUNG HONG
EUROFINS - CASCADE ANALYTICAL
EUROFINS BIODIAGNOSTICS INC
EUROFINS MTS COSUMER PRODUCT
EVARISTO SILVA, JR AND SONS
EVELINA VILLA
EVERFI INC
EVERGREEN SHIPPING AGENCY
EVOLVEZ AGENCY LLC
EXAMWORKS COMPLIANCE SOLUTIONS LLC
EXCEL FRUIT BROKERAGE INC
EXCELSIOR CONSTRUCTION INC
EXPEDITORS INTERNATIONAL / SFO
EXPLORER MWI CORPORATION
EXPOLANKA USA LLC
EYC USA INC
EYS EQUIPO Y SOLUCIONES
EZEKIEL JOSEPH TSCHUMPER
F & H FOOD EQUIPMENT CO
FABER FAIRCHILD MCCURDY LLP
FABWORKS & SERVICES LLC
FACTION GLASS SOLUTIONS INC
FAHRNER EXCAVATING INC
FAIRCHILD EQUIPMENT
FAITH TECHNOLOGIES INC
FANDANGO LOYALTY SOLUTIONS LLC
FARM MANAGEMENT, INC.
FARMDOOR LLC
FARMERS & MERCHANTS BANK
FARMING FOR THE FUTURE FOUNDATION
FASTENAL COMPANY
FASTMARKETS RISI
FASTSIGNS
FECOVITA COOP LTDA
FEDEX
FEHR SOLUTIONS LLC
FEIST 301 INC
FEMCO
FENNEMORE WENDEL
FERGUSON ENTERPRISES LLC
FERRELLGAS
FESTIVAL FOODS

FESTO CORPORATION
FETCH REWARDS INC
FIDELIS INFORMATION SYSTEMS CORP
FIDELITY INVESTMENTS
FIDELITY NATIONAL TITLE INSURANCE
FIDELITY WORKPLACE INVESTING LLC
FIELD AGENT INC
FIELD INSTRUMENTS
FIESTA MART LLC
FILICE INSURANCE AGENCY
FILTEC LTD.
FILTER PRO
FINALSITE
FIORINI RANCHES
FIRE & SAFETY OF WI INC
FIRMENICH INC
FIRST SUPPLY LLC
FISCHER FARMS
FISHER SCIENTIFIC
FISHERBROYLES LLP
FITZGERALD EQUIPMENT CO INC
FLAVIA BRONSTEIN LANDSBERG
FLETCHER FARMS INC
FLEXDAY SOLUTIONS LLC
FLEXE INC
FLORIDA DEPT OF REVENUE
FLOSTOR ENGINEERING INC
FLOW TRANSPORTATION SERVICES
FLOYD BLINKSY TRUCKING INC
FLW INC
FLYCAST PARTNERS INC
FLYTE FAMILY FARMS LLC
FN SHEPPARD AND COMPANY
FOCIS PROMOTIONS LLC
FOLEY & LARDNER LLP
FOOD MARKETING INSTITUTE
FOOD NORTHWEST
FOODBUY LLC
FOODLAND SUPER MARKET LTD.
FORBO SEIGLING LLC
FORCE CONTROLS COMPANY
FORENSIC ANALYTICAL CONSULTING
FORK LIFT SPECIALTIES INC
FORT DEARBORN COMPANY
FOTH PRODUCTION SOLUTIONS
FOX OIL CO INC
FPRS DEPOSITORY ACCOUNT
FRAGOLA SALES LLC
FRANCHISE TAX BOARD
FRANKLIN COVEY CLIENT SALES INC
FRANKO SHIPPING CO SA DE CV
FREDRICK H BOS
FREEOSK INC
FRESH APPROACH SALES & MARKETING
FRESH ENCOUNTER INC
FRESHWORKS, INC.
FRESNO COUNTY TAX COLLECTOR
FRESNO PIPE & SUPPLY INC
FRESNO-MADERA PCA
FRIENDS OF COSTCO GUILD
FRIENDS OF THE INDUSTRY LLC
FRONTIER
FROST ENGINEERING SERVICE CO.
FRUIT VEG PACKERS & WAREHOUSE
FS COMPRESSION CO LLC
FTI CONSULTING INC
FUCHS NORTH AMERICA, INC.
FUJITSU PHILIPPINES INC
FUKUDA FARMS, LLC
FULTON COUNTY TAX COMMISSIONER
F-V PODESTA FARMS
G & A PAMMA ORCHARDS
G APOSTU'S MACHINE SHOP INC
G3 ENTERPRISES INC
GABRIELLE FANUCCI
GAETANO BUSCETTO IND COSTR
GAGAN SAHNI
GALACTIC INC
GARETH HOLLIS
GARRATT-CALLAHAN COMPANY
GARRETT QUESTAD
GARVEY CORPORATION
GARY BULA FARMS INC
GARY LARSEN
GARY W SORRICK
GAUDENCIO HUGO GALLARDO

GEISSLERS SUPERMARKET
GENERAL COMMUNICATIONS INC
GENERAL GATE LLC
GENEROUS INSIGHTS
GEOANALYTICAL LABORATORIES, INC
GEORGE & GETTA PAGANY
GEORGE S HALL, INC.
GEORGE W. LOWRY INC
GEORGIA DEPARTMENT OF REVENUE
GERALD BUSEY
GETBRIDGE LLC
GETZ FIRE EQUIPMENT CO.
GHX INDUSTRIAL LLC
GIBSON, DUNN AND CRUTCHER LLP
GIBSON-BUTLER INC
GILARDI FARMS
GILBERT ORCHARDS INC
GILTON RESOURCE RECOVERY
GILTON SOLID WASTE MANAGEMENT
GIVAUDAN FLAVORS CORPORATION
GLEN C OSTERGARD
GLEN STOBB
GLK SAUERKRAUT LLC
GLOBAL ELECTRONIC SERVICES INC
GMS WESTERN LIFT INC
GOLDEN STATE RUNWAY INC
GOLDEN VALLEY GRAPE JUICE AND WINE
GOLDENKING FARMS & AGWEST
GOLDFISH SOCIAL INC
GOLDMAN SACHS BANK USA
GOLF CARTS & UTILITIES VEHCLE REPAIR
GOLUB CORPORATION
GOODPACK USA INC
GORDON BROTHERS ACCUVAL
GPM INVESTMENTS LLC
GQR GLOBAL MARKETS
GRACE XIN WANG GASSOWAY
GRAINGER
GRAMANN TESTAMENTARY TRUST
GRAND HYATT DENVER
GRANITE COMMUNICATIONS LLC
GRANT THORNTON ADVISORS LLC
GRANT THORNTON LLP
GRAPEVINE USA INC
GRAPHIC LABEL INC
GRAPHIC PACKAGING INTL INC
GRATING PACIFIC INC
GRAYBAR
GREAT PLACE TO WORK INSTITUTE INC
GREATER YAKIMA
GREB INDUSTRIES LLC
GRECIA GUERRA
GREEN ACRE FARMS
GREEN BARON, INC.
GREEN BLUE INSTITUTE
GREEN PLANET 21 INC
GREEN RUBBER KENNEDY AG LP
GREEN THUMB ORCHARD
GREEN THUMB SPRINKLERS
GREENE & HEMLY, INC.
GREENHOUSE CONSULTING LLC
GREG EBKEN
GREG RICHARDS
GREGORY SMITH
GREGORY SPECIALTY CO INC
GREWAL BROS. FARMING
GRIMMWAY FARMS
GRIPPERS 4 LESS
GROUNDTRUTH
GS GLOBAL RESOURCES INC
GS-A WESTLAKE OWNER LLC
GTT AMERICAS LLC
GUADALUPE CAMACHO
GUARDIAN PROTECTION SERVICES
GUARDIAN SAFETY AND SUPPLY, LLC
GUARDIAN SECURITY SYSTEMS INC
GUCOVSCHI ROZENSHTEYN PLLC
GURDAWAR SINGH BAINS
GURMIT SINGH
GUSTAVO GARCIA
GUTH FARMS INC
H G MOLENAAR & CO
HA YOUNG LEE
HACH COMPANY
HAIG ARAKELIAN
HAMERSKI FARMS INC

HAMMONS SUPPLY COMPANY
HANNA INSTRUMENTS US INC
HANNAH SCHNEIDER
HANSON BRIDGETT LLP
HARBHAJAN S. TAKHER & SONS
HARBOR INTELLIGENCE LLC
HARJINDER S. MAAN
HARJIT S. TAKHAR
HARMONY AG LLC
HARPS FOOD STORES INC
HARRISON FAMILY MOWING
HARRISON URASH
HART FLORAL
HARTER PACKING CO LLC
HARTNESS INTERNATIONAL INC
HARVATH LAW GROUP LLC
HARVEST FOOD GROUP INC
HAVEN DONN CAMPBELL
HAZA MECHANICAL INC
HEALTH ADVOCATE SOLUTIONS INC
HEALTHCARE GROUP PURCHASING INC
HEATH ROBINSON
HECTOR GARZA
HECTOR JOSE GARCIA
HELM MECHANICAL
HENRY COUNTY TAX COMMISSIONER
HEPLERBROOM LLC
HERITAGE-CRYSTAL CLEAN LLC
HIDALGO COUNTY TAX
HIGHLIGHT INDUSTRIES INC
HIGHRADIUS CORPORATION
HILDA O TOLENTINO
HINTZ AP INC
HIRE COUNSEL
HIREQUEST LLC
HI-TECH BLASTING & INDUSTRIAL COATINGS LLC
HM CLAUSE INC
HMM CO LTD
HOGAN LOVELLS US LLP
HOLIDAY INN EXPRESS AND SUITES
HOLLAND & KNIGHT LLP
HOLLINGBERY CA & COLD STORAGE
HOLT OF CALIFORNIA
HOMAN AUTO SALES INC
HOMESERVICES RELOCATION LLC
HOMESITE INSURANCE COMPANY
HOPE INDUSTRIAL SYSTEMS, INC.
HORACIO ESCOTO
HORMEL FOOD CORPORATION
HOSE/CONVEYORS INC
HOTEL BLUE TOP INN
HOTSY CLEANING SYSTEMS INC
HOTSY PACIFIC
HOWK WELL & EQUIPMENT CO INC
HPSI PURCHASING SERVICES
HUB GROUP INC
HUBSPOT INC
HUCK ORCHARDS
HUGHES TRUCKING INC
HUGHSON COLD STORAGE LLC
HUNT & SONS INC
HUNTER ASSOCIATES LABORATORY
HUTKOWSKI FARMS LLP
HYBE UMG LLC
HYDRAULIC CONTROLS INC
HYSTER-YALE GROUP, INC
HY-TEST SAFETY SHOE SERVICE INC
HY-VEE INC
IBM CORPORATION
IBOTTA INC
IC REFRIGERATION SERVICE INC
ICON INTERNATIONAL, INC.
ID LABEL INC
IEH - JL ANALYTICAL SERVICES INC
IFM EFECTOR INC
IGI RESOURCES, INC
ILIANA HARRIS
ILIIA KONOPLEV
ILLINOIS DEPARTMENT OF REVENUE
ILLINOIS FOUNDATION SEEDS INC
ILLINOIS SECRETARY OF STATE
ILOBBY CORP
IMC LEGAL
IMCD US FOOD INC
IMCD US LLC
IMPACT SALES MIDWEST INC
IMPRINT ENTERPRISES INC
INDEAVOR
INDEED INC

INDUSTRIAL BRUSH CORPORATION
INDUSTRIAL CASTER
INDUSTRIAL ELECTRICAL COMPANY
INDUSTRIAL EQUIPMENT SOLUTIONS
INDUSTRIAL MACHINING COMPANY
INDUSTRIAL SERVICE SOLUTIONS LLC
INDUSTRIAL WASTE & SALVAGE
INFOR (US) INC
INGERSOLL RAND COMPANY
INGREDION INCORPORATED
INLAND FIRE PROTECTION INC
INLAND TECHNOLOGY INC.
INMAN ELECTRIC MOTORS, INC
INMAR - YOUTECH LLC
INMAR BRAND SOLUTIONS INC
INMAR-OIQ LLC
INSIGHT DIRECT USA INC
INSIGNIA POPS
INSTACART
INSTRON
INTECROWD LLC
INTELLIGRATED SYSTEMS LLC
INTERACT ON SHELF LLC
INTERCHEMIE
INTERFLEX INC
INTERNATIONAL BELT & RUBBER
INTERNATIONAL CULINARY CHEFSBEST
INTERNATIONAL FLAVORS & FRAGRANCES
INTERNATIONAL FRESH PRODUCE ASSOCIATION
INTERNATIONAL PAPER
INTERSTATE BATTERIES OF GREEN BAY
INTERSTATE PLASTICS
INTERSTATE SAWING & DRILLING LLC
INTL FCSTONE FINANCIAL INC.
INTRALOX, L.L.C.
INVESTIS DIGITAL
IPFS CORPORATION
IPSOS INSIGHT LLC
IRBY ELECTRICAL DISTRIBUTOR
IRENE GALLEGOS
IRINEO NUNEZ
IRON HORSE REAL ESTATE
IRON MOUNTAIN
IROW
ISLAMIC FOOD & NUTRITION
ISRAEL PLIEGO MORENO
ITALIAN ROSE GARLIC PRODUCTS LLC
ITRADE NETWORK INC
IX ONE
J & J RESTAURANT GROUP LLC
J & L SILIZNOFF FARMS
J & W INSTRUMENTS INC
J A BEITZEL LLC
J B HUNT TRANSPORT INC
J F KELLY COMPANY INC
J J KELLER & ASSOCIATES, INC.
J R SIMPLOT COMPANY
J&L HEAT TREATING SERVICE INC
J&W TRANSFER
J.B. CRITCHLEY, INC
J.O.V. DIRECT GROWERS, INC.
J.T. RYERSON & SON INC
JACK GAISER
JACK LAFONTAINE SALES LIMITED
JACK R WOHLFEIL & THE PORTAGE
JACKSON LEWIS PC
JACLYN SAVOLSKIS
JAGDEEP BAJWA
JAMES & REGINA WOLF
JAMES BURNS & SONS INC
JAMES M PUTNAM
JAMES S. ANDERSON
JAMIE ZAMORA
JAMS, INC.
JANYCE CASELLI
JASBINDER KULLAR
JASBIR S. BAINS
JASON BAUGHMAN
JASON ELVIS TERRY
JASON MILLER
JAY FIORINI
JAY TALKEMEYER
JAY-MAR, INC.
JEFF & CARA STROM
JEFFREY JUDD

JEFFREY NUNN
JEFFREY TIJO
JENNIFER MISTY WOODELL
JENNIFER MURPHY
JENSON CONSTRUCTION INC
JERICO FIRE PROTECTION CO INC
JESSE K SWARTZ, CPA
JESUS RIVERA MACIAS
JFC INTERNATIONAL INC
JHENSLEY CONSULTING LLC
JIM SANTINI
JITENDRA K SIHOTA
JJ'S GOLF CARTS
JOCELYN GALINDO
JOCELYN JACKSON
JOE DI'ANNA
JOE MILLER
JOEL A ESCAMILLA
JO'EL ELLIS
JOEL GRZYBOWSKI
JOEL MATTESON
JOHAL, MANDEEP
JOHN BEAN TECHNOLOGIES CORP
JOHN ERMELING
JOHN FRELKA
JOHN H KLASS
JOHN HANCOCK TRUST COMPANY
JOHN HERIFORD
JOHN LOMURUT
JOHN SLINGER
JOHNSON CONTROLS FIRE PROTECTION LP
JOHNSON CONTROLS SECURITY
JOHNSON FAMILY RANCH INC.
JOHNSON O HARE COMPANY INC
JON ARNES
JONAH MANLEY SPITEN
JONATHAN CARLSON AND FSA
JONATHAN HARTSOUGH
JONATHAN WARD
JORGE CASTILLO
JORGE OCHOA
JORGENSEN COMPANY
JOSE ALVAREZ
JOSE BARAJAS
JOSE DUENAS
JOSE HERNANDEZ
JOSE M. PEREZ
JOSE SILVA LOPEZ
JOSEPH F & BARBARA FIRKUS
JOSEPH LEAH
JOSEPHINE'S SPECIALTIES
JOSH FISCHER
JOSUE A FRANCO
JP MORGAN CHASE
J'S COMMUNICATIONS, INC
JT MEGA, LLC
JUAN CORDERO VARGAS
JUAN HERRERA-EDDY
JUAN MONTALVO
JUBILEE PRODUCE INC
JUDD ORCHARDS INC
JUDICIAL DISPUTE RESOLUTION LLC
JULIAN SOLER S.A.
JULIE CASAGRANDE
JULIE SMITH STRATEGY LLC
JURVA LEAK TESTING INC
JVM SALES CORPORATION
JW HAULING INC
K & A FARMS LLC
K&B TREE AND LAWN CARE
K2 ENGINEERING GROUP LLC
KAISER PERMANENTE
KALKAT BROS. LAND CO
KALSEC
KAMAN INDUSTRIAL TECHNOLOGIES
KAMPS INC
KANTAR LLC
KAREN S. ZIEMNICK
KARIM NAFISI-MOVAGHAR
KARNS QUALITY FOODS
KASPARIAN'S PAINT CENTER
KATELYN PENNESI
KATHERINE A MOJI
KATHI MERCY
KATHY CHANDLER
KATY MCNINCH
KAYLA CROOKS
KCW GLOBAL RESEARCH LLC
KEENE CREEK EXPRESS
KELLY JEANE BRADSHAW
KELLY-MOORE PAINT COMPANY INC

KEN LEINGANG EXCAVATING INC
KEN SHAMP
KENNY BOSS
KERRY APEX LAX
KERRY INC
KERRY INGREDIENTS & FLAVOURS
KEVIN BOESE
KEVIN DYER
KEY FOOD STORES CO-OPERATIVE, INC.
KEY TECHNOLOGY INC
KEYENCE CORP OF AMERICA
KICK STOPS
KIMBERLY HULSEY
KIMBERLY KAVANA
KIMBERLY STUDEBAKER
KIMBERLY TAFOYA
KINGS COUNTY DEPT OF AGRICULTURE
KINGS COUNTY TAX COLLECTOR
KINGS INDUSTRIAL OCCUPATIONAL MEDICAL CENTER
KINGS ROOFING
KIRBY CLUTTER
KIZEWSKI FARMS INC
KMF FARMS LLC
KNIGHT ORCHARDS INC
KNOTT FARMS, LLC. / HOME
KNOTT FARMS/GRIFFIN
KOFLO CORPORATION
KOLLMAR INC
KONDEX CORPORATION
KONICA MINOLTA SENSING
KONNOWAC ORCHARDS LLC
KORN FERRY US
KREATIVE SALES AND MARKETING LLC
KRIS DEDONDER
KRISTEN BEATTY
KRISTEN ELIZABETH SHEW
KRISTIN CARRILLO
KRISTIN GARCIA
KRISTINA CRYSTAL MCVAY
KRONES INC
KUEHNE + NAGEL INC.
KUHNS MARKET
KULWANT JOHL
KUMINIANO FRUIT LTD
KUZYK LAW LLP
KW STRATEGEMS
KYLE DILLON
KYLE KAMINSKI
KYLE M REYNOLDS
KYLE MANERS
L V 2 FARM
L&S ELECTRIC INC.
L&S FENCING
L.M.E. ORCHARDS
L. W. ALLEN LLC
LA GROU DESPLAINES CORPORATION
LABELING EQUIPMENT SPECIALISTS INC
LACY AKIN
LACY BROOKS
LAD IRRIGATION COMPANY INC
LAGE ORCHARDS, INC.
LAGROU DISTRIBUTION SYSTEM INC
LAGROU PROPERTIES
LAKE COUNTY TAX COLLECTOR
LAKELAND SUPPLY INC
LAKESIDE FOOD SALES INC
LAKESIDE IRRIGATION WATER DISTRICT
LAMANUZZI AND PANTALEO LLC
LANDMARK SERVICES COOPERATIVE
LANGGUTH AMERICA LTD
LANSMONT CORPORATION
LANTECH.COM LLC
LARRY WOLF
LASALLE COUNTY COLLECTOR
LASKOWSKI FARMS
LAUGHLIN FALBO LEVY & MORESI LLP
LAURA ELIZABETH ZANCHETTI
LAURA ROBAK
LAURIE MITCHELL
LAW OFFICES OF YUVAL MILLER
LAZARO GARCIA
LAZARUS CRANE
LEADWAY INTERNATIONAL INC
LEE HECHT HARRISON LLC

LEE TREJO
LEGACY FRUIT PACKERS LLC
LEGACY RETAIL SOLUTIONS LLC
LEONARD PEREZ JR
LEOPOLDO GARCIA
LES SCHWAB TIRE CENTER
LESLIE & CAMPBELL INC
LESLIE ENGINEERING LLC
LIBERTY PACKAGING INC
LIFOAM INDUSTRIES, LLC
LIFT TRUCK SUPPLY
LIFTONE LLC
LIGHTHOUSE FARMS
LIGHTHOUSE SERVICES INC
LILY AND VINE FLORAL
LINCOLN CHAN FARMS, LLC.
LINCOLN CHAN-GREEN
LINCOLN CHAN-HOME
LINCOLN CHAN-LOCKE
LINDA LUCAS
LINDA TAMBURRINO
LINDA VISTA FARMS
LINDE GAS & EQUIPMENT INC.
LINEAGE LOGISTICS HOLDINGS LLC
LINEAGE LOGISTICS ICM LLC
LINKEDIN CORPORATION
LISA MCPHAIL
LISTEN RESEARCH INC
LIT INDUSTRIAL LIMITED PARTNERSHIP
LITCO INTERNATIONAL INC
LITTLE, BRENT
LIVERAMP INC
LIYI WU
LIZA MINERVA TORRES AGUILAR
LLOYD FIRKUS TRUCKING
LNRS DATA SERVICES INC
LODGE FARMS LLC
LOFTUS HOPS LLC
LOGAN THOMAS BOIGENZAHN
LOMO COLD STORAGE
LOMO RECEIVING COMPANY
LONDERVILLE STEEL ENTERPRISES INC
LONE STAR DOORS LLC
LONE STAR RAILROAD CONTRACTORS INC
LOS ANGELES RUBBER COMPANY INC
LOUIS F LEEPER COMPANY
LOWENSTEIN SANDLER LLP
LTI INC DBA MILKY WAY
LTS RENTALS LLC
LUCAS HOPFENSPERGER
LUCICH AND SANTOS
LUCID SOFTWARE INC
LUIS IBARRA
LUMIDATA INC
LUNCHLINE, INC.
LUND FOOD HOLDINGS
LVS DIVERSITY CONSULTING
LWC SALES AND MARKETING LLC
LYCO MANUFACTURING INC
LYNDA GREER
LYONS INVESTMENTS
M&R ZOLEZZI
M.W. TIGHE ROOFING INC
MACKENZIE LARAE SNYDERS
MACKEY, LLC
MAC'S CABLE SYSTEMS LLC
MADELAINE DELGADO
MAF INDUSTRIES INC
MAGGIO TRUCK CENTER INC
MAHER'S WATER CARE
MAIER LAW GROUP LLP
MAISANO MEDIATION LLC
MAKENZIE MACFARLANE
MANGIA INC
MANITO HARDWARE INC
MANITO WATERWORKS
MANN BROS
MARA FLYNN-ROTHMAN
MARC BAILEY
MARCHANT & SCHMIDT
MARGARET O'CONNOR
MARIA CORPUS
MARIA D CARRASCO
MARIANA ACEVEDO-ROCHA
MARIBEL RODOLFO
MARIE KNOBLOCH
MARIN BENEFITS INC

MARISSA BARRERA
MARISSA LYNCH
MARK BARRETT
MARK BERG
MARK BERLACHER
MARK KEMMERER
MARK MEGAL
MARK RODRIGUEZ
MARK ROSKAMP
MARKEM-IMAJE CORPORATION
MARKESAN AUTO, HOME & FARM
MARKESAN LIONS CLUB
MARKESAN UTILITIES
MARKET TRACK LLC
MARKMONITOR INC
MARSH LABEL TECHNOLOGIES LLC
MARSH USA INC
MARSHALL DENNEHEY WARNER COLEMAN
MARTIN HEIN RANCH CO.
MARTIN ZUNIGA
MARTINEZ LIVESTOCK
MARVIN PARUNGAO
MARY BEHRENDS
MARY DODGE
MARY JANE CIULLA
MARY JO BASSANI, TRUSTEE
MARY KATE MCLAUGHLIN RIVAS
MARY MARGARET SINNEMA
MARY MARGARET STRENG
MARY RUTH JONES FAMILY TRUST
MASH 4 A FAMILY LIMITED PARTNERSHIP
MASON MARKETING GROUP LLC
MASSACHUSETTS FOOD ASSOCIATION
MASSMAN AUTOMATION
MATERIAL HOLDINGS, LLC
MATSON FRUIT COMPANY
MATT FRIEND
MATTHEW BADTKE
MATTHEW BUSCHE
MATTHEW CROWLEY
MATTHEW PISTORESI
MATTHEW RANNEY
MATTHEW ROBERTS
MATTHEW S AUSTIN
MATTHEW SHUDY
MATTHEW TALKEMEYER
MATTHEW TAYLOR
MAUNE RAICHLE HARTLEY FRENCH
MAVO SYSTEMS WISCONSIN LLC
MBI CONSTRUCTION SERVICES INC
MCALLEN PUBLIC UTILITIES
MCCALL FARMS INC
MCCORMICK & CO, INC
MCCOWN CRAFTED INC
MCHS OCCUPATIONAL HEALTH
MCKENNA TRANSPORT INC
MCKINSEY & COMPANY INC
MCMASTER-CARR SUPPLY CO
MDV SPARTANNASH LLC
MEDITERRANEAN AVENUE ORCHARD LLC
MEDITERRANEAN SHIPPING COMPANY (USA)
MEGEN HAVENS
MEKANISM INC
MELINDA SKILES
MENDES PLUMBING
MENDEZ CHAVEZ ORCHARD LLC
MENDOCINO COUNTY TAX COLLECTOR
MERCED COUNTY TAX COLLECTOR
MERCER (US) INC.
MERCHANDISING SERVICES CO
MERCHANTS DISTRIBUTORS INC
MERCURY GSE
MERIEUX NUTRISCIENCES CORPORATION
MERKLE FARMS
MESA LABORATORIES INC
META PLATFORMS INC
METAL CRAFTERS INC
METROFORM LLC
METTLER TOLEDO SAFELINE INC
METTLER TOLEDO, LLC
METTLER-TOLEDO LLC (PRODUCT
MEYER FARM
MEYER LABORATORY INC
MICHAEL A. ROSSER
MICHAEL BEHLES

MICHAEL BEST & FRIEDRICH LLP
MICHAEL BROOKS
MICHAEL COLES
MICHAEL POPEJOY
MICHELI FAMILY FARMS
MICHELLE FLOOD
MICHELSEN PACKAGING COMPANY
MICROBIZ SECURITY COMPANY INC
MICROSOFT CORPORATION
MID COLUMBIA FORKLIFT INC
MID-STATE CONTRACTING LLC
MID-STATE EQUIPMENT INC
MIDSTATE LOCK & SAFE INC.
MID-STATES EQUIPMENT INC
MIDWEST FOOD PROCESSING
MIGUEL CORTEZ
MIGUEL HERRERA
MIGUEL MENDEZ
MIKE & GARY FRY
MIKE BUJULIAN
MIKE ESPINOZA
MIKMAK
MILBANK LLP
MILLENNIUM FARMS, LLC
MINDSIGHT, LLC
MING YIN KWONG
MINGLEWOOD COFFEE AND VENDING
MINTEL INTERNATIONAL GRP LTD
MINUTEMAN PRESS
MIO, LLC
MIQ DIGITAL USA INC
MIRO
MITCHELL W HUNTER
MITSUBISHI INTERNATIONAL FOOD
MITSUBISHI LOGISNEXT AMERICAS INC
MJ TRACK WORKS INC
MJC FOUNDATION
MOCON INC
MODERN OVERHEAD DOOR CORP.
MODERN PACKAGING LLC
MODERN RENTALS INC
MODESTO & EMPIRE TRACTION CO
MODESTO BATTERY CORPORATION
MODESTO CHAMBER OF COMMERCE
MODESTO ELKS LODGE 1282
MODESTO IRRIGATION DISTRICT
MODESTO MACHINE WORKS
MODESTO STEEL COMPANY
MODESTO WELDING PRODUCTS
MODESTO WINDUSTRIAL CO
MOL CONSOLIDATION SERVICE AMERICA
MOLENAAR USA LLC
MOLLY GARRIS
MOLLY M LAVERTY
MONARCH INVENTORY SERVICES
MOODIE INC
MOODY'S INVESTORS SERVICE INC
MOORE ORCHARDS INC
MOORE TIRES - MENDOTA
MOORE TWINING ASSOCIATES INC
MOQUIN PRESS INC
MORNING STAR KINGS LLC
MORRISON & FOERSTER LLP
MORRISON CONTAINER HANDLING
MORTENSON BROTHERS FARMS INC
MORTON SALT INC
MORTON'S NURSERY LLC
MOSAIC CONSULTING GROUP LLC
MOSS BOLLINGER LP
MOTION INDUSTRIES INC
MPG CONCEPTS INC
MPI LABEL SYSTEMS
MR. BILL PARTS
MRI SOFTWARE LLC
MRSI MEDICAL RESOURCE SPECIALISTS
MSB FARMS
MSC INDUSTRIAL SUPPLY CO INC
MSK ENTERPRISES LLC
MSRCOSMOS LLC
MULTI-CONVEYOR LLC
MVP WELDING
MXC CONSULTING LLC
MYRON SOIK & SONS INC
N.C.G.T. SECURITY FUND
NALCO COMPANY
NAPA AUTO PARTS
NARESH CHANNAVEERAPPA
NARVA ENTERPRISES LLC

NATALIE MCCOSKER
NATASHA CHEERATH
NATIONAL AGRICULTURE IN THE CLASSROOM ORGANIZATION
NATIONAL BLACK FARMERS ASSOCIATION
NATIONAL CO+OP GROCERS
NATIONAL COALITION OF ASSOCIATIONS OF 7-ELEVEN FRANCHISES
NATIONAL D.R.I.V.E. INT'L
NATIONS ROOF
NATIONWIDE BOILER INC
NATURAL SELECTION FARMS INC
NAUMES INC.
NCH MARKETING SERVICES
NEIL KOSOBUCKI
NELIS DU PLESSIS
NELSON-JAMESON INC
NEOGEN CORPORATION
NERA ECONOMIC CONSULTING
NESS ELECTRIC SERVICE, INC.
NEVADA DEPARTMENT OF TAXATION
NEWARK ELEMENT14 NEWBY RUBBER INC
NEWMAN & NEWMAN CLEANING
NEXTUP
NICHOLAS BARDEN
NICHOLAS PCBM LAND DEVELOPMENT LP
NICHOLAS WOOD
NICHOLAS WOYACH
NICK CHAMPI ENTERPRISES INC
NICK SCIABICA & SONS
NICOLA D AVANZO SRL
NICOLE BOURIS
NICOLE FLIPP
NICOLE PESCINSKI
NICOR GAS
NIELSEN CONSUMER LLC
NINGBO SHIMAOTONG INTERNATIONAL
NIR ROOF CARE INC
NOEL BARNHURST PHOTOGRAPHER INC
NOELLER FARMS
NORBEN COMPANY INC
NORCAL UNITED 7 ELEVEN FOAS
NORDSON CORPORATION
NORFOLK SOUTHERN RAILWAY CO
NORTH CAROLINA DEPT OF REVENUE
NORTH CENTRAL IRRIGATION INC
NORTHERN ILLINOIS DISPOSAL SVC
NORTHGATE MARKETS
NORTHSTAR CHEMICAL
NORTHWAY COMMUNICATIONS INC
NORTHWEST GROCERS
NORTHWEST HANDLING SYSTEMS INC
NORTHWOODS ELECTRICAL & CONTROL
NOSRATILAW A PROFESSIONAL LAW CORP
NOVENTIQ SERVICES INTL PHL INC
NOVOLYZE INC
NPARALLEL LLC
NRG BUSINESS MARKETING LLC
NTT DATA AMERICAS INC
NUQLEOUS
NUTRIEN AG SOLUTIONS INC
NUTRITION FOOD CONSULTANT INC
NVENIA LLC
NYLIM-TRAC2000 O C TANNER RECOGNITION COMPANY
OAKES ORCHARD LLC
OBRIEN SALES AND MARKETING LLC
OFFICE TEAM
O-G PACKING COMPANY
OGLE COUNTY SHERIFF'S OFFICE
OGLETREE, DEAKINS, NASH, SMOAK & STEWART
OHIO BUREAU OF WORKERS COMPENSATION
OHIO TREASURER OF STATE
OHRI ORCHARDS
OIL SKIMMERS INC
OKRAY FAMILY FARMS, CORP.
OKRAY PRODUCE COMPANY
OKTA INC
OLAM CHILE PEPPERS, LLC

OLAM GLOBAL AGRI PTE LTD
OLEG STOVIK
OLIVE CREST
OMAR JALIL
OMG INC
OMNI SYSTEMS INC
ONE2ONEUS LLC
ONESOURCE VIRTUAL INC
ONEVISION CORPORATION
ONSITE MEDICAL SERVICES INC
OPC FARMS, INC
OPPORTUNITY STANISLAUS
OPTOMI LLC
ORCHARD INSIGHTS
OREGON DEPARTMENT OF REVENUE
OREGON POTATO COMPANY
OREGON PROCESSORS SEASONAL
OREGON TILTH INC
ORKIN LLC
ORRICK HERRINGTON & SUTCLIFFE LLP
ORTHODOX UNION
OSCAR MORENO GONZALEZ
OSI RESTAURANT PARTNERS LLC
OTERRA LLC
OVERHEAD DOOR COMPANY
OVERTON SAFETY TRAINING INC
OWENS-BROCKWAY GLASS CONTAINER INC
OWOLABI TIJANI
OXARC INC
OXBO INTERNATIONAL CORPORATION
P A RENDALL FARMS INC
PACIFIC CA SERVICES INC
PACIFIC CA SYSTEMS INC
PACIFIC COAST PRODUCERS
PACIFIC FARMS
PACIFIC NORTHWEST CANNED PEAR
PACIFIC POWER
PACIFIC SOUTHWEST CONTAINER LLC
PACIFIC STEEL & RECYCLING
PACIFIC SUMMIT ENERGY LLC
PACKAGING MACHINERY SERVICES INC
PACKAGING PRO TECH INC
PACVUE CORPORATION
PALACIOS ORCHARD
PALLET DIRECT INC
PALOGIX INTERNATIONAL USA LLC
PAMELA IVICEVICH
PAMMA FARMS - GURNAM PAMMA
PANASOURCE INGREDIENTS INC
PAPE MATERIAL HANDLING INC
PAPPAS FAMILY FARMS INC
PARAGON LEGAL GROUP LLC
PARAGON POTATO FARMS, INC
PARAGON RELOCATION RESOURCES INC.
PARKER COATINGS INC
PARMJIT GREWAL
PARTY TIME PORTABLES
PARWEEN AMIRI
PASCO MACHINE COMPANY INC
PASHA HAWAII HOLDINGS LLC
PASSION FOR INSIGHTS LLC
PAT SHOWALTER
PATOKA FARMS
PATRICE MINO
PATRICE POLTA
PATRICIA MARQUEZ
PAUL MILLER FARMS INC &
PAUL MURADIAN
PAUL RAY & COMPANY LLC
PAUL ZABOROWSKI
PAULI RANCH
PAULINE RUDDICK
PAWEL STROJNY INC
PAYCHEX INC
PAYSCALE INC
PBBS EQUIPMENT CORPORATION
PC CONNECTION, INC
PCC COMMUNITY MARKETS
PCC LOGISTICS
PDC INTERNATIONAL CORPORATION
PDM STEEL SERVICE CENTERS INC
PDQ.COM CORPORATION
PEAK-RYZEX INC
PEARADISE ORCHARDS, INC
PEARL ENGINEERING CORPORATION
PECAN DELUXE CANDY COMPANY

PECO - INSPX
PENDLETON EXCAVATING, INC.
PEPPER HAMILTON, LLP
PEPSI COLA BOTTLING OF YAKIMA
PER MAR SECURITY & RESEARCH CORP
PEREIRA BROS & SONS
PEREZ FARMS
PERFECTION SERVICES, INC.
PERFORMANCE
PERFORMANCE PALLET CORP
PERFORMANCE PARTNERS, LLC
PERFORMANCE SYSTEMS INTEGRATION LLC
PERIMETER SALES & MERCHANDISING
PERRY EDMOND CONONGE
PERSONNEL CONCEPTS INC
PETE KRZMARZICK
PETERS HEAVY CONSTRUCTION INC
PFLUG PACKAGING & FULFILLMENT
PG&E
PHENOM PEOPLE INC
PICK HEATERS INC
PIEOLOGY PIZZERIA
PIERCE CARTWRIGHT CO INC
PILOT TRAVEL CENTERS LLC
PINNACLE CENTER 2, LLC
PINNACLE PLUMBING & HEATING, INC.
PINNACLE RANCH, LP
PINTEREST INC
PIONEER LANDSCAPE INC
PITNEY BOWES GLOBAL FINANCIAL
PITNEY BOWES INC
PITTSBURG TANK & TOWER MAINTENANCE
PLAID PANTRIES INC
PLAINFIELD ENTERPRISES INC
PLANALYTIX LLC
PLASTIC TECHNOLOGIES INC
PLASTIPAK PACKAGING INC
PLAZA PROVISION COMPANY
PLUMAS BANK
PLUMAS BIT LLC
PNEUMATIC SCALE ANGELUS
PODESTA PACKING LLC
POLLOCK PAPER DISTRIBUTORS
POMP'S TIRE SERVICE INC
PORTAGE COUNTY BUSINESS
PORTAGE COUNTY TREASURER
PORTER HEDGES LLP
POSDATA GROUP, INC.
POSO RIDGE, LLC
POSTMASTER
POTTER ANDERSON AND CORROON LLP
POWER BRUSHES INC
POWER MOTION & INDUSTRIAL
POWER TRANSPORT BROKERAGE LLC
POWER TRANSPORT, INC
POWER/MATION DIVISION INC
POWERMATIC ASSOCIATES
PPM TECHNOLOGIES LLC
PR AG SERVICES, LLC
PRATHIMA HEGDE
PRECISION CANNING EQUIPMENT
PRECISION SCALE & BALANCE
PREDICTIVE HR INC
PREMIER HEALTHCARE ALLIANCE LP
PREMIER TECH CHRONOS
PREMIERE RESPONSE LLC
PRICE COLD STORAGE & PACKING
PRIDE VIEW DAIRY LLC
PRIMEX WIRELESS INC
PRINCE GEORGES COUNTY PUBLIC
PRINOVA US LLC
PRINTING ETC. 2001 PRISM PACKAGING CONSULTANTS LLC
PRO CONTROLS INC
PRO CUT CONCRETE CUTTING
PROCESS AIR SOLUTIONS LLC
PROCESS RESOURCE INC
PROCESSING TOMATO ADVISORY BD
PROCHEMICALS LLC/PROCHASKA LLC
PRODUCT OF THE YEAR USA, INC.
PRODUCTION AUTOMATION INC
PROJECT GENETICS LLC
PROMETHEUS GROUP ENTERPRISES LLC

PROMPT PRINTERY
PROPELSYS TECHNOLOGIES LLC
PROQUIRE LLC
PROTECTION ONE SECURITY SOLUTIONS
PROTIVITI INC
PTC INC
PULVERMACHER ENTERPRISES INC
PUMP & PANTRY
PUMPHOUSE RANCHES INC.
PUMPTECH LLC
PURCELL INTERNATIONAL
PURCHASE POWER
PURE LINE SEEDS INC
PURITY PLUS
PYRO COMBUSTION OF CALIFORNIA INC
Q4 INC
QA SUPPLIES LLC
QUAD CITY CUSTOM SIGNS
QUALITY CONTROL SERVICES INC
QUALITY SCAFFOLDING INC
QUANTIS INC
QUINCO INC
QUINN RENTAL SERVICES
QUOTIENT TECHNOLOGY INC.
R & R AG SERVICES, INC.
R & S ERECTION TRI-COUNTY INC
R G TESS & SONS INC
R.F.MACDONALD COMPANY
R3 AG CONSULTING LLC
RA JONES & CO
RADWELL INTERNATIONAL INC
RAFAEL GONZALEZ
RAI BROS
RAILWORKS TRACK SYSTEMS INC
RAIN FOR RENT
RAIN HUNTERS LLC
RAJEEV DAVIT
RAM MECHANICAL INC
RAM SERVICES, INC.
RAMON ALANIS
RAMON MARTINEZ
RAMSEY MEDIAWORKS LLC
RANDY HILL
RANDY PEQUIGNOT
RANFERI ARTEAGA
RAPIDADS INC
RASMUSSEN PLUMBING & HEATING
RAY A TUAZON
RAY CHINN CONSTRUCTION INC
RAYMOND HANDLING CONCEPTS CORP
RCH ORCHARDS
REABE SPRAYING SERVICE INC
READYREFRESH
REBECCA DANNER
REBECCA GORSKI
REBECCA HINOJOS
RED GOLD LLC
REDNERS WAREHOUSE MARKETS
REDWOOD EMPIRE PACKING, INC.
REFRACTORY LININGS II, LLC
REFRIGERATION SUPPLIES DISTRIBUTOR
REFRIGIWEAR
REFUEL OPERATING COMPANY LLC
REGINA BOYKIN PIERRE
REGION 17 EDUCATION SERVICE CENTER
REGION 8 EDUCATION SERVICE CENTER
REGIONAL DISPOSAL COMPANY
RELEVANT SOLUTIONS LLC
RELIABLE MECHANICAL SEAL REPAIR
RELIABLE PACKAGING SYSTEMS, INC
REMEDY INTELLIGENT STAFFING
REMINGTON RAND INC
REPUBLIC SALES & MANUFACTURING
REPUBLIC SERVICES
RESA POWER SOLUTIONS, LLC
RESER'S FINE FOODS, INC.
RESTAURANT SUPPLY CHAIN SOLUTIONS
RETAIL MARKETING GROUP
RETAIL SPORTS MARKETING INC
RETAIL, WHOLESALE & DEPT UNION
RETAIL, WHOLESALE AND DEPARTMENT ST
RETAILSTAT LLC

RETIRED MOWERS LLC (LAWN CARE)
RETROFIT COMPANIES INC
REVERSE LOGISTICS GROUP
REXEL USA INC
RICHARD D. BRANNEN
RICHARD ESKITE PHOTOGRAPHY
RICHARD LAMALFA
RICHARD LIAL / LIAL RANCH
RICHARD WHITE
RICOH USA INC
RIGOBERTO & MARGARITA ESPINOZA
RILEY MARTIN
RIMON P C
RIO GRANDE RACK INSTALLER
RIO VALLEY SWITCHING COMPANY
RISK STRATEGIES COMPANY
RIVER PEAR ORCHARDS
RIVER VALLEY FRUIT LLC
RIVERMAID TRADING COMPANY
R-LINE INSULATION INC
RM PALLETS INC
ROBBIE BAINS
ROBERT HALF
ROBERT N PYLE & ASSOCIATES INC
ROBERT S ALEKSICH
ROBERT TALKEMEYER
ROBERTO CASTRO TINOCO
ROBERTS IRRIGATION COMPANY INC
ROBIN NICHOLE LOVVORN
ROBINS KAPLAN LLP
ROBINSON'S INTERIORS, INC.
ROCHE BROS.
ROCHELLE COMMUNITY HOSPITAL ASSOCIATION
ROCHELLE MUNICIPAL UTILITIES
ROCHELLE RTC
ROCK OIL REFINING CO INC
ROCKFORD ELECTRIC MOTOR LLC
ROCKWELL AUTOMATION INC
ROCKWELL ENGINEERING EQUIPMENT COMPANY INC
ROCOFRUT SA
ROD TAYLOR
RODIN RANCH
RODNEY & GWENDOLYN HEIT
ROGER KILCHENMANN
ROGER REYNOLDS
ROGERS-LOWELL AREA CHAMBER OF COMMERCE
ROLL & HARRIS LLP
ROLLING HILLS PLASTICS
RON DURDLE
RONALD BETTENCOURT
RONALD CARLSON
RONALD DEKLEVA
RONALD E DIAS
RON'S REFRIGERATION & AIR
ROSA AND JUAN SANTIAGO
ROSE SCHMIDT
ROSEMOUNT INC
ROSENTHAL MACHINE LLC
ROSS JOHNSON
ROTO-ROOTER
ROWE FARMS INC
ROY E LAY TRUCKING
RQA INC
RS MECHANICAL LLC
RT SERVICES
RUBIO VILLEGAS Y ASOCIADOS S C
RUDDICK RANCH, INC.
RUSS MILLER
RYAN BALLEW
RYAN HERRINGTON
RYAN HUNTER
RYAN TAKEMIYA
S & K SALES COMPANY
S&P/D-10 RECEIVING INC
SA.MI. FRUTTA SAS
SABATER USA INC
SACRAMENTO COUNTY TAX
SADDLE CREEK CORPORATION
SAFETY KLEEN SYSTEMS INC
SAFEWAY INC
SAGINAW CONTROL & ENGINEERING
SAILPOINT TECHNOLOGIES INC
SALLAI US INC
SALMAN FARMS
SALSIFY INC
SAMANTHA CRUME
SAMANTHA STUDER
SAN FRANCISCO TAX COLLECTOR

SAN JOAQUIN COUNTY TAX COLLECTOR
SAN JOAQUIN VALLEY AIR
SANDHU ORCH. AMAR & JAGDEEP
SANG HAN
SANTOS MACHINING INC
SAP AMERICA INC
SARA POLLOCK
SARAH CONROY
SARAH PERONE
SARDEE INDUSTRIES INC
SCG CAPITAL CORPORATION
SCHAWK USA INC
SCHENKER INC
SCHIERL TIRE & SERVICE CENTER
SCHLECT ORCHARDS RAF LLC
SCHNITZLER FARMS INC
SCHOLARSHIP AMERICA INC
SCHOLLE PACKAGING INC
SCHRAAD & ASSOCIATES
SCHROEDER VALVE & REPAIR
SCHUBERT & SALZER INC
SCHULTZ SUPPLY CO.
SCHULZ TRANSPORT MARKESAN, LLC
SCOTT BAKER
SCOTT E ERDMAN
SCOTT TOWNSEND
SCOTT'S PORTABLE TOILETS
SCULLY PACKING CO LLC
SD MYERS INC
SEA WATCH INTERNATIONAL LTD
SEAFAX INC
SEAN COLT
SECURITAS TECHNOLOGY CORPORATION
SECURITY LOCK INC
SEDGWICK (CMS)
SELINA AU
SELLETHICS MARKETING GROUP INC
SENECA FOODS
SENSIENT FLAVORS LLC
SENSIENT NATURAL INGREDIENTS LLC
SENSITECH, INC
SENTINEL BENEFITS GROUP INC
SERGIO ANDRADE
SERVICE SUPPLY SYSTEM INC
SERVIS PLUMBING
SERV-U-SUCCESS
SET ENGINEERING LLC
SEYFARTH, SHAW LLP
SGS NORTH AMERICA INC
SGV & CO.
SHAHI, PARKASH
SHAILESH BOKIL
SHARE-IFY
SHAUGNESSY GARVEY
SHEFFIELD MACHINE KNIFE
SHERRIE DEGUZMAN
SHERWIN WILLIAMS CO
SHESPEAKS INC
SHIPT INC
SHOPKICK INC
SHORR PACKAGING CORP
SHRED WORKS INC
SHRED-IT USA LLC
SHWETA BIRWADKAR
SIDLEY AUSTIN LLP
SIERRA PACKAGING SOLUTIONS
SIERRA VISTA FARM MANAGEMENT
SIGMA-ALDRICH INC
SIGNAL MEDIA INTELLIGENCE INC
SIGNATURE FARMS, LLC
SIGNODE SERVICE BUSINESS
SIHOTA FARMS INC
SILGAN CONTAINERS CORPORATION
SILGAN EQUIPMENT COMPANY
SILVA INTERNATIONAL INC
SILVA'S LAWN SERVICE
SILVAS OIL COMPANY INC
SILVER CREEK FARMING
SIMON SIHOTA
SIMPSON THACHER BARTLETT LLP
SKIERKA LAWN & LANDSCAPING
SKOTT SCHULTZ
SLEEPY EYE HARDWARE LLC
SLOVER & LOFTUS LLP
SMALL VALLEY LLC
SMART & BIGGAR
SMC3 SMITH RANCH
SMITH SECKMAN REID INC

SNAPLOGIC, INC
SOCIAL AND ENVIRONMENTAL ENTREPRENEURS
SOCIALTYZE LLC
SODEXO CHARITY CLASSIC
SODEXO INC
SOFTWARE TECHNIQUES INC
SOKOL AND COMPANY
SOLBERN INC
SOMERSET CAPITAL GROUP, LTD.
SONOMA FOODBEV SOLUTIONS LLC
SONWIL DISTRIBUTION CENTER INC
SOPHOS PAYMENT RESOURCES
SOUTH ATLANTIC PACKAGING
SOUTH CAROLINA DEPT OF REVENUE
SOUTHERN GRAPHIC SYSTEMS INC
SPARKLETTS
SPARKSHOPPE LTD
SPC OPERATIONS PTY LTD
SPECPOINT SYSTEMS LLC
SPECTRUM BUSINESS
SPEEDWAY LLC
SPINS LLC
SPIRAX SARCO INC
SPLUNK INC
SPOILER ALERT
SPOTIFY USA INC
SPOTTER INC
SPRAYING SYSTEMS CO
SPROUTS FARMERS MARKET INC
SPS COMMERCE INC
STABAN ENGINEERING CORP
STACIE BARRA
STACI'S CATERING
STACKLINE
STAINLESS DISTRIBUTORS
STAINLESS SPECIALISTS INC
STANDARD ELECTRIC SUPPLY CO
STANDARD INSURANCE COMPANY
STANDARD&POOR'S FINANCIAL SERVICES
STANISLAUS COUNTY - DEPT OF AGRICULTURE
STANISLAUS COUNTY TAX COLLECTOR
STANZ FOODSERVICE INC
STAPLES ADVANTAGE
STARWEST BOTANICALS INC
STAT RECOVERY SERVICES LLC
STATCO ENGINEERING
STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
STATE OF HAWAII, DEPARTMENT OF HEALTH
STATE OF NEW JERSEY
STATE WATER RESOURCES CONTROL BOARD
STATER BROS CHARITIES
STEFANI RAMSOY
STEFANY MARTINEZ
STELTER FARMS LLC
STENDERUP AG PARTNERS
STEPHANIE HANNAH
STEPHEN GOULD CORPORATION
STERLING INFOSYSTEMS, INC
STEUBEN FOODS INC
STEVE ZEDIKER
STEVEN SILVA
STEVEN W KAMINSKI
STEVENS FOODSERVICE LLC
STEWART ET AL V
STOEL RIVES LLP
STONEMETZ ORCHARDS LLC
STONEY HILL TRUCKING LLC
STONEY'S SAND & GRAVEL LLC
STOP N SAVE
STRADLEY RONON STEVENS & YOUNG LLP
STRAIGHT PATH IT SOLUTIONS LLC
STRAND APPLES INC
STRATEGIC ENGAGEMENT SERVICES LLC
STREAMLINED COMMUNICATIONS LLC
STUART HENDERSON AND FARM
STUSSER ELECTRIC CREDIT OFFICE
SUBURBAN AUTOMATION
SUBURBAN PROPANE
SUCCEED.NET
SUKHBIR SINGH RAI AND SONS
SULLIVAN'S FOODS
SUMMIT FIRE & SECURITY LLC

SUN CHEMICAL CORPORATION
SUN GROWN ORCHARDS INC
SUN VALLEY PORTABLE RESTROOMS INC
SUNBELT RENTALS
SUNDQUIST FRUIT & COLD STORAGE
SUNLIGHT LAW PLLC
SUNRISE AG SERVICE COMPANY
SUNRISE MFG INC
SUN-RYPE CONCENTRATES INC
SUNSOURCE
SUPER STORE INDUSTRIES
SUPER VALU INC QUINCY
SUPERIOR GROCERS
SUPERIOR PACKAGING CO
SUPPLY LOGIC INC
SURETY MOBILE DRUG TESTING CORP
SURJEET TAKHAR
SUSAN BARTLETT
SUSANNAH BORNE
SUTTER COUNTY
SUTTER COUNTY TAX COLLECTOR
SUTTON FARM TRUST
SWEETENER PRODUCTS INC.
SWEETENER SUPPLY CORP
SWIFTLY SYSTEMS INC
SYLVAIN BRIGANT
SYMBOLOGY INC
SYMPHONY EYC
SYMPHONYAI RETAIL INC
SYMRISE INC
SYNDIGO LLC
SYNGENTA SEEDS INC
SYNTAX SYSTEMS USA LP
SYSCO MERCHANDISING AND SUPPLY
SYSTEMS IN MOTION INC
TAKHAR, RAMINDER S./HARMUN
TALJINDER S. BAINS
TANYA VICTORIA WILSON
TARA MANGIERI
TARRANT COUNTY TAX ASSESSOR
TAYLOR INSULATION CO INC
TBT FARMS
TEAMSTERS ALCOHOL REHABILITATION
TEAMSTERS LIFE INSURANCE TRUST
TEAMSTER'S LOCAL 948 TECHLINK INTERNATIONAL LLC
TECHNICAL, LLC
TECMA ARIES AMERICA
TEEZ AGENCY LLC
TEK LLC
TELEDYNE BENTHOS
TELSTAR INC
TELUS AGRICULTURE
TEN-FOUR COMMUNICATIONS INC
TENNANT SALES & SERVICE CO.
TENNESSEE DEPT OF REVENUE
TENSOR ID INC
TERMINIX PROCESSING CENTER
TERRACE HEIGHTS SEWER DISTRICT
TERRANOVA RANCH INC
TERRIBLE HERBST INC
TETRA PAK INC
TEXAS COMPTROLLER OF PUBLIC ACCTS
TEXAS DEPARTMENT OF STATE
TEXAS STATE TREASURER
TFORCE FREIGHT INC
TH AGRI-CHEMICALS INC
THE ADHESIVE PRODUCTS INC
THE ADVANTAGE GROUP INTERNATIONAL
THE BRANDT COMPANIES LLC
THE CONFERENCE BOARD INC
THE CYPRESS HOUSE
THE EOSYS GROUP INC
THE EVOLVED GROUP
THE FITZPATRICK COMPANY
THE FREMONT COMPANY
THE GAS COMPANY
THE GHANNAD GROUP LLC
THE HARTMAN GROUP INC
THE HEALTHY WORKER
THE HT HACKNEY CO
THE LAMAR COMPANIES
THE LANDSCAPE COMPANY
THE MUSHROOM COMPANY
THE NATIONAL FOOD LAB INC

THE PALLET PLACE INC
THE PROBST GROUP LLC
THE PRUDENTIAL INSURANCE COMPANY
THE SOUTHEASTERN GROCERS FOUNDATION
THE STANDARD LIFE INSURANCE COMPANY
THE TRADE DESK INC
THE VITALITY GROUP LLC
THEA TRAN
THERESA ANDERSON
THERMAL DYNAMICS INC
THERMO RAMSEY LLC
THOITS LAW, A PROFESSIONAL CORP
THOMAS & DEBORAH HEENAN FAMILY TRST
THOMAS AND ASSOCIATES
THOMAS CULLEN
THOMSON REUTERS - WEST
TID WATER & POWER
TIENDAS SINDICALES
TIGER LINES LLC
TIMOTHY HETZEL
TIMOTHY MAYES
TIMOTHY RUMANN
TM PROCESS & CONTROLS INC
TMX GLOBAL NORTH AMERICA LLC
TNT MANUFACTURING LLC
TOM CRUGER
TOM DULAS
TOM PROEHL
TOMPKINS SOLUTIONS INC
TOMRA SORTING INC
TOM'S TRANSPORT REFRIGERATION
TONY RAMIREZ
TOPS MARKETS LLC
TOTAL FILTRATION SERVICES INC
TOTAL WATER TREATMENT SYS INC
TOWERS WATSON DELAWARE INC
TOWN OF MACKFORD TREASURER
TOYOTA MATERIAL HANDLING NORTHERN
TRACEGAINS INC
TRANSPLACE INTERNATIONAL INC
TRANSPLACE TEXAS LP
TRAVIESO EVANS ARRIA RENGEL & PAZ
TRAVIS HIETPAS
TRC SOLUTIONS INC
TREE CARE OF CALIFORNIA
TRI COUNTIES BANK
TRI PLY CONSTRUCTION LLC
TRI-AD
TRIANGLE K INC
TRI-FANUCCHI FARMS, LLC
TRIMAC MANUFACTURING INC
TRIP KADEY CULINARY CONSULTING
TRI-STATE CO-OP
TRI-STATE SUPPLY CO
TRI-VALLEY CONSTRUCTION INC
TRIVIUM PACKAGING USA INC
TROUTMAN PEPPER LOCKE LLP
TROY J STACH
TRUDATA LLC
TU TRAN
TUFCO FLOORING LLC
TURNUPSEED ELECTRIC SERVICE INC
TURZINSKI POULTRY FARMS INC
TWIN EAGLE RESOURCE MANAGEMENT LLC
TWO RIVERS TERMINAL LLC
TYDENBROOKS SECURITY PRODUCTS GROUP
TYLER MADSON
U.S. TREASURY
UHTHOFF, GOMEZ VEGA & UHTHOFF, S C
UKG KRONOS SYSTEMS LLC
ULINE SHIPPING SUPPLY SPECIALISTS
ULTIMUMIT INC
UMONGOUS INC
UNDERWOOD FRUIT
UNDERWOOD FRUIT & WAREHOUSE LLC
UNIFIED STRATEGIES GROUP INC
UNION PACIFIC RAILROAD
UNIPRO FOODSERVICE INC
UNITED BARCODE SYSTEMS LLC
UNITED LIQUID WASTE RECYCLING

UNITED PIPE AND STEEL FABRICATION
UNITED RENTALS (NORTH AMERICA), INC
UNITED SITE SERVICES OF CALIFORNIA
UNITED STATES COLD STORAGE, INC.
UNITED SYSTEMS INC
UNITED WHOLESALE LUMBER COMPANY
UNIVAR SOLUTIONS USA INC
UNIVERSAL SITE SERVICES
UPLAND FARMS
UPLAND VINEYARDS LLC
UPPER VALLEY FARMS
UPS
URBAN CONSTRUCTION COMPANY
URSCHEL LABORATORIES INC
US BANK EQUIPMENT FINANCE
US CELLULAR
US CUSTOMS AND BORDER PROTECTION
US DEPARTMENT OF AGRICULTURE
US DEPARTMENT OF LABOR
US FOOD IMPORTS LLC
US POSTAL SERVICE
US POTATO BOARD
US STANDARD PRODUCTS CORP
US WATER SERVICES
USA BLUE BOOK
USDA AMS F&V PROCESSED
USDA AMS S&T PVPO
USDA PACA
USDA, AMS, SCIENCE PROGRAM
USERWAY INC
UW MADISON ACCOUNTING SERVICES
V & A LAGORIO
VALASSIS DIGITAL CORP
VALCO MELTON
VALICOFF FRUIT CO INC
VALLARTA SUPER MKTS
VALLEY BUSINESS BANK - VALLEY FARM TRANSPORT, INC.
VALLEY FORKLIFT WHOLESALE
VALLEY INSTRUMENT SERVICE, INC
VALLEY LOCK & KEY SERVICE
VALLEY PALLET INC.
VALLEY RELOCATION AND STORAGE
VALLEY SCIENCE AND ENGINEERING INC
VALLEY SEPTIC SERVICE
VALLEY WELDING & MACHINE WORKS
VAL-MAR FARMS LLC
VANCE HEATING & AIR CONDITIONING
VANTAGE GROUP
VENEGAS FARMING, INC.
VENUS GROWERS AGRICULTURAL
VERAX CHEMICAL COMPANY
VERITIV OPERATING COMPANY
VERIZON WIRELESS
VERNON ROOFING INC
VERTEX INC
VESTCOM
VESTIS FIRST AID & SAFETY SUPPLIES
VESTIS SERVICES LLC
VEXCEL PACK CO LTD
VICTOR MAGANAS JR
VIDEOJET TECHNOLOGIES INC
VILLAGE OF PLOVER
VINCE CARLSON AND
VIOLET SOFFER REVOCABLE TRUST
VIRGINIA DEPT OF TAXATION
VIRU SA
VISION SERVICE PLAN
VISTA GRANDE LLC
VITA-PAKT
VORTEX INDUSTRIES, INC.
VOSS ORCHARDS, INC.
VP DEMAND CREATION SERVICES
VR FOOD EQUIPMENT INC
VWR INTERNATIONAL
W E CARLSON CORPORATION
W L DECKERT CO INC
W W ELECTRIC MOTORS INC
WAKEFERN FOOD CORP
WALLACE CHAN FARMS
WALMART INC
WARZYNSKI PARADISE FARMS INC

WASHINGTON APPLE COMMISSION
WASHINGTON BROADBAND
WASHINGTON DEPARTMENT OF REVENUE
WASHINGTON FOOD INDUSTRY ASSN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
WASHINGTON STATE FRUIT
WASHINGTON TEAMSTERS WELFARE TRUST
WASHINGTON-OREGON CANNING
WASTE MANAGEMENT OF WISCONSIN INC
WATER TOWER CLEAN AND COAT INC
WATSON-MARLOW INC
WAUSAU HYDRAULICS & MACHINE INC
WCR INCORPORATED
WE ENERGIES
WE PACK LOGISTICS LP
WEBCO HAWAII
WEBTMS
WEEKLY FARMS INC
WEIMER BEARING & TRANSMISSION INC
WELLS FARGO BANK NA
WELLS FARGO EQUIPMENT FINANCE, INC.
WERNER ELECTRIC SUPPLY CO - WI
WES STICKNEY
WESA AUTOMATION
WEST COAST CIPP SUPPLY LLC
WESTERN ASSOCIATION OF FOOD CHAINS INC
WESTERN CONFERENCE OF TEAMSTERS
WESTERN SCALE INC
WESTROCK CONVERTING COMPANY
WESTSTAR FIRE SYSTEMS INC.
WHALLON MACHINERY INC
WHITE ORCHARDS
WHITNEY EQUIPMENT COMPANY INC
WIGGINS COMPANY INC
WIILDFLOWER FARMS INC
WILBUR-ELLIS COMPANY
WILCOX ORCHARDS
WILKENS-ANDERSON COMPANY
WILL RYER & SON INC
WILLE ELECTRIC SUPPLY CO INC
WILLIAM LIRA
WILLIAM R WINTERBERG
WILLIS FAMILY INC
WILLKIE FARR & GALLAGHER LLP
WILMINGTON SAVINGS FUND SOCIETY FSB
WILSON FARMS
WINN-DIXIE STORES /BI-LO
WINSTON LEE
WISCONSIN & SOUTHERN RAILROAD
WISCONSIN CENTRAL FARMS INC
WISCONSIN CENTRAL LTD
WISCONSIN DEPARTMENT OF FINANCIAL
WISCONSIN DEPT OF AGRICULTURE
WISCONSIN DEPT OF NATURAL RESOURCES
WISCONSIN DEPT OF REVENUE
WISCONSIN DEPT OF TRANSPORT
WISCONSIN GRAIN & BYPRODUCTS
WISCONSIN METAL SALES INC
WISCONSIN POTATO INDUSTRY BOARD
WISCONSIN PUBLIC SERVICE CORP
WM.BOLTHOUSE FARMS, INC.
WNA PACKAGING TECHNOLOGIES LLC
WOLVESTOWN LLC (GABCA CONSTRUCTION)
WOOD STREET RENTAL LLC
WOODARD & CURRAN INC
WORK INSTITUTE LLC
WORKDAY INC
WORKIVA INC
WORTH FARMS
WORZELLA & SONS INC
WP CONSULTING INC
WPF AG 2, LLC
WPF AG 3, LLC
WPF AG 4, LLC
WPF AG 6, LLC
WW NORTH AMERICA HOLDINGS LLC

WZI INC.
XAVERIE NADIA MAHOP
XPO LOGISTICS, INC.
XSUITE ASIA PACIFIC PTE LTD
YAKAMA NATION LAND ENTERPRISE
YAKAMA POWER
YAKIMA AIR COMPRESSOR INC
YAKIMA COUNTY PUBLIC SERVICES
YAKIMA COUNTY TREASURER
YAKIMA MECHANICAL SERVICES
YAKIMA PLASTICS DESIGN AND SUPPLY
YAKIMA REGIONAL CLEAN AIR
YAKIMA STEEL
YAKIMA WASTE SYSTEMS INC
YES EQUIPMENT & SERVICES INC
YOURBARFACTORY INC
YOURCAUSE LLC
YSI INC
ZACH HEYE
ZACKARY DAVID ROBERTS
ZACMI NORTH AMERICA INC
ZALKIN AMERICAS LLC
ZEPF SOLUTIONS INC
ZILLA SECURITY INC
ZILLI & BELLINI S.R.L.
ZITRO ELECTRIC LLC
ZMT, INC.
ZONNER INC-I&I-SW
ZORN COMPRESSOR & EQUIPMENT INC
ZURICH NORTH AMERICA

Schedule 2

Schedule of Parties-In-Interest that Herbert Smith Freehills Kramer (US) LLP and the Global Firm of Herbert Smith Freehills Kramer Currently Represent and/or Have Formerly Represented[1]

Interested Party	Relationship to Debtor	Description of Relationship
7-Eleven Inc.	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Accenture International Limited Accenture LLP Proquire LLC	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Acoustic LP	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Aegon USA Investment Management LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Allianz Allianz Global Risks US Insurance Company	Insurance	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Amazon Amazon Advertising LLC Amazon Com Sales Inc. Amazon Web Services Inc. Amazon.Com Services LLC	Landlords Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
American Express Travel	Vendors	HSF Kramer has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Aon plc Aon Consulting Inc. Aon Risk Services West Inc.	Surety & Letters of Credit; Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

[1] Effective as of June 1, 2025, Kramer Levin Naftalis & Frankel LLP ("**Legacy Kramer Levin**") combined with the international law firm Herbert Smith Freehills ("**Legacy HSF**"), to become Herbert Smith Freehills Kramer. For purposes of this Declaration, we have reviewed revenues of each of Legacy Kramer Levin and Legacy HSF for the periods (i) January 2023 to December 2023, (ii) January 2024 to December 2024, and (iii) July 1, 2024 to June 30, 2025. Fees collected from each of the parties identified in this schedule comprised less than 1.0% of Legacy Kramer Levin's and Legacy HSF's revenues for each of the foregoing periods. HSF Kramer believes that its representation of the parties listed herein has not and does not affect its representation of the Debtors. For the purposes of this Schedule 2, HSF Kramer shall include both HSF Kramer and the global firm of Herbert Smith Freehills Kramer, as discussed in more detail in the application.

Interested Party	Relationship to Debtor	Description of Relationship
Aramark	Vendors	HSF Kramer has represented the interested party and/or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
ArrowMark Partners	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Ascendas REIT Chicago 1LLC	Landlords Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
AXA XL	Insurance	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Barrow Hanley Mewhinney & Strauss LLC BH Credit Management LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Berry Global Films, LLC	Vendors	HSF Kramer represents an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Biomerieux Inc.	Vendors	HSF Kramer represents affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Black Diamond Commercial Black Diamond Commercial Finance	Vendors; Litigation	HSF Kramer has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Bloomberg Industry Group Inc.	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
BN&SF RR BNSF Railway Company	Landlords; Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Brenntag Pacific Inc.	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Bunzl Processor Division	Vendors	HSF Kramer has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Camtek Inc.	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	**Relationship to Debtor**	**Description of Relationship**
Cargill	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
CenturyLink	Utilities; Vendors	HSF Kramer has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Ceva Freight LLC	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
CHEP USA	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Chubb/Ace American Insurance	Insurance	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Circana LLC	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
CMA-CGM (America) Inc.	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Comcast	Utilities; Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Comisión Federal de Electricidad – Mexico City	Utilities	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Corporation Service Company	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Costco Wholesale	Customers	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
CSX Transportation, Inc.	Vendors	HSF Kramer has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	**Relationship to Debtor**	**Description of Relationship**
Daniel J Edelman Inc.	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Daymon Worldwide Inc.	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Dentons US LLP	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Eurofins Cascade Analytical Eurofins Biodiagnostics Inc. Eurofins MTS Consumer Product	Vendors	HSF Kramer has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Expeditors International / SFO	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Fastenal Company	Vendors	HSF Kramer has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
FedEx	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Fisher Scientific	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Foley & Lardner LLP	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Fort Washington Capital Advisors	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
FTI Consulting Inc.	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
General Mills General Mills, Inc.	Customers; Significant Competitors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Gordon Brothers Accuval	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	**Relationship to Debtor**	**Description of Relationship**
Grant Thornton Advisors LLC Grant Thornton LLP	Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Guggenheim Partners LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Hogan Lovells US LLP	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
IBM Corporation	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Ingersoll Rand Company	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
International Paper	Vendors	HSF Kramer has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Iron Mountain	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Kantar LLC	Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Korn Ferry US	Vendors	HSF Kramer represents an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Krones Inc.	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Lineage Logistics Lineage Logistics Holdings LLC Lineage Logistics ICM LLC	Landlords; Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases
Lloyd's of London	Insurance	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
LNRS Data Services Inc.	Vendors	HSF Kramer represents and/or has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	**Relationship to Debtor**	**Description of Relationship**
M&T Bank	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Markel Bermuda Limited Markel Bermuda Ltd.	Insurance	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Marsh & McLennan Agency LLC Marsh Risk & Insurance Service Marsh USA Inc. Marsh USA LLC Sedgwick (CMS) Sedwick Claims Management Services, Inc.	Insurance; Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
McCormick & Company McCormick & Co., Inc.	Significant Competitors; Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
McKinsey & Company Inc.	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Mercer (US) Inc.	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Merieux Nutrisciences Corporation	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Meta Platforms Inc.	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Michael Best Friedrich LLP	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Miro	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Mitsui Sumitomo Marine Management Mitsui Sumitomo Insurance Company of American	Insurance	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Moody's Investors Service Inc.	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	Relationship to Debtor	Description of Relationship
Nestlé S.A.	Significant Competitors	HSF Kramer has represented the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Nielsen Consumer LLC	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
NTT Data Americas Inc.	Vendors	HSF Kramer represents an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Nutrien AG Solutions Inc.	Vendors	HSF Kramer represents the interested party or an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Orrick Herrington & Sutcliffe LLP	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Pitney Bowes Inc. Pitney Bowes Global Financial	Vendors	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
PJT Partners	Bankruptcy Professionals - Retained	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Rexel USA Inc.	Vendors	HSF Kramer represents affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Ricoh USA Inc.	Vendors	HSF Kramer represents affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Scor	Insurance	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Securitas Technology Corporation	Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Siemens Financial Servies, Inc.	Banks/Lender/UCC Lien Parties/Administrative Agents	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Sodexo Inc. Sodexo Charity Classic	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	**Relationship to Debtor**	**Description of Relationship**
Sompo	Insurance	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Spirax Sarco Inc.	Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Spotify USA Inc.	Vendors	HSF Kramer represents affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
SPS Commerce Inc.	Vendors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Talbot / AXA XL / Berkley / Amlin / HD	Insurance	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Telstra Incorporated	Utilities	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
The Coca-Cola Company	Significant Competitors	HSF Kramer represents the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
The Prudential Insurance Company	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Thomson Reuters – West	Vendors	HSF Kramer represents affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Towers Watson Delaware Inc.	Vendors	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Troutman Pepper Locke LLP	Vendors	HSF Kramer represents and/or has represented the interested party or affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Wal-Mart Stores	Customers	HSF Kramer represents and/or has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Watson-Marlow Inc.	Vendors	HSF Kramer has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

Interested Party	**Relationship to Debtor**	**Description of Relationship**
Willkie Farr & Gallagher LLP	Vendors	HSF Kramer has represented the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
Workday Inc.	Vendors	HSF Kramer represents and/or has represented an affiliated entity of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.
XL Insurance America, Inc.	Insurance	HSF Kramer represents and/or has represented affiliated entities of the interested party in matters unrelated to the Debtors' Chapter 11 Cases.

EXHIBIT C

Sawyers Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:	)	Chapter 11
Del Monte Foods Corporation II Inc., *et al.*,[1]	)	Case No. 25-16984 (MBK)
Debtors.	)	(Jointly Administered)

DECLARATION OF WILLIAM R. SAWYERS, SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY OF THE DEBTORS, IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF HERBERT SMITH FREEHILLS KRAMER (US) LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE AS OF JULY 1, 2025

I, William R. Sawyers, declare under penalty of perjury as follows:

1. I am the Senior Vice President, General Counsel and Secretary of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), and have served in this or similar capacities since April 2014.

2. I submit this declaration in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Herbert Smith Freehills Kramer (US) LLP as Attorneys for the Debtors and Debtors in Possession Effective as of July 1, 2025* (the "**Application**").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein and information supplied to me by other members of the Debtors' management team and advisors.

[1] The last four digits of Debtor Del Monte Foods Corporation II Inc.'s tax identification number are 1894. A complete list of the Debtors in these Chapter 11 Cases and their respective tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent, at https://cases.stretto.com/DelMonteFoods. The location of the Debtor Del Monte Foods Corporation II Inc.'s principal place of business and the Debtors' service address is 205 North Wiget Lane, Walnut Creek, California 94598.

[2] Capitalized terms, but not otherwise defined, herein have the meaning ascribed to them in the Application.

The Debtors' Selection of HSF Kramer as Counsel

3. HSF Kramer has acted as outside counsel for the Debtors since May 2014, advising on various finance, corporate and litigation matters.

4. Throughout that period and leading up to the Petition Date, HSF Kramer has become deeply familiar with the intricacies of the Debtors' capital structure and operations, the unique challenges facing the Debtors' business, and the key creditors and other stakeholders in these Chapter 11 Cases.

5. The Debtors recognize that a review and assessment process is necessary when selecting and managing chapter 11 counsel to ensure their bankruptcy professionals are subject to the same client-driven market forces, security, and accountability as professionals in nonbankruptcy engagements. The Debtors ultimately retained HSF Kramer for the role of lead restructuring counsel in light of, among other reasons, HSF Kramer's deep institutional knowledge of the Debtors gained over the course of more than 10 years leading up to the Petition Date, as well as HSF Kramer's extensive experience representing debtors and creditors in chapter 11 and out-of-court restructurings.

6. For these reasons, I believe that HSF Kramer is uniquely well-qualified and well-situated to represent the Debtors in these Chapter 11 Cases in an efficient and timely manner. Thus, the Debtors decided to continue to retain HSF Kramer as the Debtors' bankruptcy co-counsel during the Chapter 11 Cases.

Rate Structure

7. In my capacity as General Counsel, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. HSF Kramer has informed the Debtors that its rates for bankruptcy representations are consistent with and comparable to the rates

HSF Kramer charges for non-bankruptcy representations. Further, HSF Kramer has informed the Debtors that its current hourly rates apply to non-bankruptcy services, if any, provided by the firm, unless a contingent fee, mixed contingent fee, flat fee, or blended rate arrangement is agreed upon. I understand that the rates that HSF Kramer charged the Debtors in the prepetition period are the same as those that HSF Kramer will charge the Debtors in the postpetition period, and that HSF. Additionally, HSF Kramer has historically provided the Debtors with a voluntary volume-based discount which ranges from 10% – 14% of these hourly rates, and will continue to provide that discount for the duration of the Chapter 11 Cases. Based on volume for the year-to-date, the estimated discount for the remainder of 2025 will be 14%.

Cost Supervision

8. Pursuant to the DIP Order, professionals proposed to be retained by the Debtors are required to provide weekly estimates of fees and expenses incurred in these Chapter 11 Fees in connection with the DIP budget. As a retained professional, HSF Kramer will be subject to those reporting requirements. In addition, the Debtors understand that HSF Kramer's fees and expenses will be subject to periodic review on a monthly, interim, and final basis during the pendency of these Chapter 11 Cases by various third parties, and that such compensation and reimbursement will be subject to the terms of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any applicable orders of the Court governing the procedures for approval and allows of professional fees and expenses of professionals retained in these Chapter 11 Cases.

9. Moreover, the Debtors recognize that it is the Debtors' responsibility to closely monitor the billing practices of their professionals to ensure the fees and expenses paid by the estates remain consistent with the Debtors' expectations and the exigencies of these Chapter 11

Cases. The Debtors will review the invoices that HSF Kramer regularly submits prior to Court approval.

10. By separate application, the Debtors are also requesting approval to employ Cole Schotz P.C. ("**Cole Schotz**") to serve as co-counsel in these Chapter 11 Cases. After careful consideration, the Debtors determined that, considering the size and complexity of these Chapter 11 Cases and the various interests involved, representation of the Debtors by both HSF Kramer and Cole Schotz is necessary, advisable, and in the best interests of the Debtors and their estates. During the course of these Chapter 11 Cases, the Debtors will closely monitor allocation of responsibility and services to be rendered by HSF Kramer and Cole Schotz to avoid any unnecessary duplication and inefficiencies.

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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: July 31, 2025

By: */s/ William R. Sawyers*
William R. Sawyers
SVP, General Counsel and Secretary
Del Monte Foods Corporation II Inc