

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
OFFIT KURMAN, P.A. By: Paul J. Winterhalter, Esquire (006961986) Augustus T. Curtis (<i>pro hac vice</i> pending) Court Plaza South 21 Main Street, Suite 158 Hackensack, NJ 07601 Telephone: (267) 338-1370 Facsimile: (267) 338-1335 E-mail: pwinterhalter@offitkurman.com Augie.curtis@offitkurman.com <i>Proposed Counsel to Debtor</i>	
In re: BAKER & TAYLOR, LLC, <i>Debtor</i>	Chapter 11 Case No. 26 –12863 CMG Judge: Christine M. Gravelle
	Hrg. Date: March 24, 2026 Time: 2:00 pm Location: 402 E. State Street Trenton, NJ 08608 Courtroom No. 3

**APPLICATION OF THE DEBTOR FOR
RETENTION OF OMNI AGENT SOLUTIONS, INC. AS
CLAIMS AND NOTICING AGENT
FOR DEBTOR AND DEBTOR-IN-POSSESSION**

Baker & Taylor, LLC (the “Debtor” or “B&T”), as debtor and debtor in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), hereby files the Application of the Debtor (the “Application”) for an Order Authorizing the Retention of Omni Agent Solutions, Inc. (“Omni” or the “Professional”) as Claims and Noticing Agent for the Debtor and debtor in-possession. In support of this Application, the Debtor respectfully states as follows:

RELIEF REQUESTED

1. The Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), authorizing the Debtor to appoint Omni as its claims and noticing agent in the Debtor’s chapter 11 case effective as of the Petition Date (as defined herein) and granting related relief. In support of this Application, the Debtor submits the Declaration of Paul H. Deutch, Executive Vice President of Omni (the “Deutch Declaration”), attached hereto as **Exhibit B**.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over 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”).

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtor consents to the entry of a final order by the Court in connection with this Motion 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.

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

5. The statutory and legal predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, 28 U.S.C. §§ 1–5001, section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

6. On March 16, 2026, (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the above-captioned chapter 11 case

(the “Bankruptcy Case”). The Debtor is operating its business and managing its property as debtor in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Bankruptcy Case, and no official committees have been appointed or designated.

7. Information regarding the Debtor’s history and business operations, assets, outstanding obligations, and the events leading up to the commencement of the Chapter 11 Cases can be found in the Declaration of Amandeep S. Kochar in support of the Chapter 11 Petition and First Day Motions, which is incorporated herein by reference.

8. The Debtor has at least 1900 parties who will need to receive notices of various filings made in the Bankruptcy Case. To assist the Debtor in meeting this challenge, on February 26, 2026, the Debtor executed an Engagement Agreement, retaining Omni to provide services as a claims and noticing agent in the Bankruptcy Case. A copy of the Engagement Agreement is attached to the Deutch Declaration as **Exhibit 1**.

BASIS FOR RELIEF

9. By this Application, the Debtor seeks entry of an order authorizing it to employ and retain Omni as its claims and noticing agent in connection with the filing and prosecution of the Chapter 11 Case, pursuant to sections 156(c) of title 28 of the United States Code, 28 U.S.C. §§ 1–5001, section 105(a) of the Bankruptcy Code” and Rule 2002 of the Bankruptcy Rules.

A. Omni’s Qualifications

10. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni’s professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of these chapter 11 cases, and experience in matters of this size and

complexity. Omni's professionals have acted as a claims and noticing agents and/or administrative agents in many large bankruptcy cases¹, and will follow procedures that conform to applicable guidelines promulgated by the Clerk of the Court for the United States Bankruptcy Court for the District of New Jersey (the "Clerk" or the "Clerk's Office") and the Judicial Conference, and as set forth in the Court's order authorizing Omni's appointment.

11. Appointing Omni as the claims and noticing agent in this case will expedite and maximize the efficiency of distribution of notices and processing of claims, as well as relieve the Clerk of the administrative burden of processing an overwhelming number of claims. The Debtor submits that Omni's rates are competitive and reasonable given Omni's quality of services and expertise. The terms of Omni's engagement are set forth in the Engagement Agreement.

B. Services to be Provided by Omni

12. Omni will perform the following tasks, as necessary, in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- a. prepare and serve required notices and documents in this case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (as applicable) (i) notice of the commencement of this case and the initial meeting of creditors under Bankruptcy Code § 341(a), if held, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on approval of a disclosure statement and confirmation of the Debtor's chapter 11 plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any confirmed plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this case;
- b. maintain an official copy of the Schedules, listing the Debtor's known creditors and the amounts owed thereto;

¹ See, e.g., *In re Claire's Holdings LLC*, No. 25-11454 (BLS) (Bankr. D. Del. Aug. 6, 2025); *In re Cinemex Holdings USA, Inc.*, No. 25-17559 (LMI) (Bankr. S.D. Fl. June 30, 2025); *In re Zen JV, LLC*, No. 25-11195 (JKS) (Bankr. D. Del. June 24, 2025); *In re At Home Group Inc.*, No. 25-11120 (JKS) (Bankr. D. Del. June 16, 2025); *In re Boundless Broadband, LLC*, No. 25-10948 (BLS) (Bankr. D. Del. May 29, 2025); *In re Consolidated Burger Holdings, LLC*, No. 25-40162 (KKS) (Bankr. N.D. Fl. Apr. 14, 2025); *Publishers Clearing House LLC*, No. 25-10694 (MG) (Bankr. Apr. 9, 2025); *In re Solid Fin. Tech., Inc.*, No. 25-10669 (BLS) (Bankr. D. Del. Apr. 7, 2025).

- c. maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;
- d. furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- e. maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. maintain an electronic platform for purposes of filing proofs of claim;
- g. for all notices, applications, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed with the Clerk’s Office, an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses, as applicable, (iii) the manner of service, and (iv) the date served;
- h. process all proofs of claim received, including those received by the Clerk’s Office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- i. maintain the official claims register for each Debtor (collectively, the “Claims Registers”) on behalf of the Clerk’s Office; upon the Clerk’s Office’s request, provide the Clerk’s Office with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;
- j. provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;

- k. implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original proofs of claim;
- l. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Omni, not less than weekly;
- n. upon completion of the docketing process for all proofs of claim received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);
- o. monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists, including identifying and eliminating duplicative names and addresses from such lists;
- p. identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information available);
- q. assist in the dissemination of information to the public and respond to requests for administrative information regarding this case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
- r. if this case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three days of notice to Omni of entry of the order converting the case;
- s. thirty days prior to the close of the case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing Omni as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of the case;
- t. within seven days of notice to Omni of entry of an order closing case, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the case; and
- u. at the close of the case, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (A) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064, or (B) any other location requested by the Clerk's Office.

13. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Omni.

14. This application pertains only to the work to be performed by Omni under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c).

15. Any work to be performed by Omni outside of the scope of the Engagement Agreement is not covered by this Application or by any order granting approval hereof. The Debtor reserves its rights to file an application under and pursuant to section 327(a) of the Bankruptcy Code to cover any additional services not included in this Application.

C. Professional Compensation

16. The Debtor respectfully requests that the undisputed fees and expenses incurred by Omni in the performance of the above services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code, and be paid in the ordinary course of business without further application to or order of the Court.

17. Omni agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"), counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer to attempt resolution of the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

18. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (each, an “Indemnified Party,” and collectively, the “Indemnified Parties”), under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Omni’s gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in the Bankruptcy Case.

D. Omni’s Disinterestedness

19. Although the Debtor does not propose to employ Omni under section 327 of the Bankruptcy Code, as set forth in the Deutch Declaration, Omni has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and other parties in interest identified by the Debtor to-date. To the best of the Debtor’s knowledge, Omni has no connection 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.

20. Moreover, in connection with its retention as claims and noticing agent, Omni represents in the Deutch Declaration, among other things, that Omni is not a creditor of the Debtor; does not hold or represent an adverse interest to the estate; and is a “disinterested person” as that term is defined in 11 U.S.C. § 101(14) with respect to the matters upon which it is to be engaged.

WHEREFORE, the Debtor respectfully requests authorization to employ Omni as its claims and noticing agent to render services in accordance with this Application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow, and prays that the Court grant such other and further relief as it determines appropriate.

Date: March 16, 2026

Respectfully submitted,

OFFIT KURMAN, P.A.

By: /s/ Paul J. Winterhalter

Paul J. Winterhalter

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Proposed Counsel to Debtor

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
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OFFIT KURMAN, P.A. By: Paul J. Winterhalter, Esquire (006961986) Augustus T. Curtis (<i>pro hac vice</i> pending) Court Plaza South 21 Main Street, Suite 158 Hackensack, NJ 07601 Telephone: (267) 338-1370 Facsimile: (267) 338-1335 E-mail: pwinterhalter@offitkurman.com Augie.curtis@offitkurman.com <i>Proposed Counsel to Debtor</i>	
In re: BAKER & TAYLOR, LLC, <i>Debtor</i>	Chapter 11 Case No. 26 – 12863 CMG Judge: Christine M. Gravelle
	Hrg. Date: March 24, 2026 Time: 2:00 pm Location: 402 E. State Street Trenton, NJ 08608 Courtroom No. 3

**DECLARATION OF PAUL H. DEUTCH IN SUPPORT OF DEBTOR’S
APPLICATION FOR RETENTION OF OMNI AGENT SOLUTIONS, INC.
AS CLAIMS AND NOTICING AGENT FOR DEBTOR AND DEBTOR-IN-POSSESSION**

I, **Paul H. Deutch**, being of full age, certify as follows:

1. I am the Executive Vice President of Omni Agent Solutions, Inc. (“Omni”), a chapter 11 administrative services firm, whose offices are located at 5955 DeSoto Avenue, Woodland Hills, CA 91367 and 1120 Avenue of the Americas, 4th Floor, New York, New York 10036. Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration (the “Deutch Declaration”) is made in support of the *Debtor’s Application for Retention of Omni Agent Solutions, Inc. as Claims and Noticing Agent for Debtor and Debtor-in-Possession*, which was filed contemporaneously herewith and incorporated by reference herein (the “Application”).

3. Baker & Taylor, LLC (“B&T” or the “Debtor”) executed an Engagement Agreement, retaining Omni’s services as a claims and noticing agent. A copy of the Engagement Agreement is attached as **Exhibit 1**.

4. Omni is comprised of leading industry professionals with significant experience in the administrative aspects of large, complex chapter 11 cases. Omni’s professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects in the above captioned case, and experience in matters of this size and complexity. Omni’s professionals have acted as a claims and noticing agents and/or administrative agent in many large bankruptcy cases nationwide¹, and will follow procedures that conform to applicable guidelines promulgated by the Clerk of the Court for the United States Bankruptcy Court for the District of New Jersey (the “Clerk” or the “Clerk’s Office”) and the Judicial Conference, and as may be entered by the Court’s order.

5. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Omni will perform, at the request of the Clerk, the services specified in the Application and the Engagement Agreement, and, at the Debtor’s request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement.

¹ See, e.g., *In re Claire’s Holdings LLC*, No. 25-11454 (BLS) (Bankr. D. Del. Aug. 6, 2025); *In re Cinemex Holdings USA, Inc.*, No. 25-17559 (LMI) (Bankr. S.D. Fl. June 30, 2025); *In re Zen JV, LLC*, No. 25-11195 (JKS) (Bankr. D. Del. June 24, 2025); *In re At Home Group Inc.*, No. 25-11120 (JKS) (Bankr. D. Del. June 16, 2025); *In re Boundless Broadband, LLC*, No. 25-10948 (BLS) (Bankr. D. Del. May 29, 2025); *In re Consolidated Burger Holdings, LLC*, No. 25-40162 (KKS) (Bankr. N.D. Fl. Apr. 14, 2025); *Publishers Clearing House LLC*, No. 25- 10694 (MG) (Bankr. Apr. 9, 2025); *In re Solid Fin. Tech., Inc.*, No. 25-10669 (BLS) (Bankr. D. Del. Apr. 7, 2025).

6. In performing such services, Omni will charge the Debtors the rates set forth in the Engagement Agreement. A list of the agreed upon rates are detailed further on the attached rate sheet, which is attached hereto as **Exhibit 2**.

7. In its capacity as the Claims and Notice Agent, Omni will maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee for the District of New Jersey (the “U.S. Trustee”), counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer to attempt resolution of the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

8. In connection with its retention as Claims and Noticing Agent, Omni represents the following:

- a. Omni is not a creditor of the Debtor;
- b. Omni will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in this Chapter 11 Case;
- c. by accepting employment in this Chapter 11 Case, Omni waives any right to receive compensation from the United States government in connection with this Chapter 11 Case;
- d. in its capacity as Claims and Noticing Agent in this Chapter 11 Case, Omni will not be an agent of the United States and will not act on behalf of the United States;
- e. Omni will not employ any past or present employees of the Debtor in connection with its work as Claims and Noticing Agent in this Chapter 11 Case;
- f. Omni is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

- g. in its capacity as Claims and Noticing Agent in this Chapter 11 Case, Omni will not intentionally misrepresent any fact to any person;
- h. Omni will be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of proofs of claim and claim transfers;
- i. Omni will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. none of the services provided by Omni as Claims and Noticing Agent in this Chapter 11 Case shall be at the expense of the Clerk's Office.

9. Proposed bankruptcy counsel for the Debtor has provided Omni with a list of the Debtor's potential parties in interest. I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List, Omni may have represented in the past or may be representing at the present time in totally unrelated matters. To the best of my knowledge and based solely upon information provided to me by the Debtor, and except as provided herein, neither Omni, nor any employee thereof, has any materially adverse connection to the Debtor, their creditors or other relevant parties. Omni may have relationships with certain of the Debtor's creditors as a vendor or in connection with cases in which Omni serves or has served in a neutral capacity as noticing, claims and balloting agent for another chapter 11 debtor.

10. Omni personnel may have relationships with some of the Debtor's creditors or other parties-in-interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to the above captioned case. Omni has and will continue to represent clients in matters unrelated to the above captioned case. In addition, Omni has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties-in-interest that may be involved in the Debtor's case but in matters unrelated to these cases. Omni may also provide professional services to entities or persons that may be creditors or parties-in-interest in the above captioned case, which services

do not directly relate to, or have any direct connection with the Debtor. To the best of my knowledge, neither Omni, nor any employees thereof, represents any interest materially adverse to the Debtors' estates with respect to any matter upon which Omni is to be engaged.

11. Omni is not a party to any agreement where it receives consideration in exchange for transferring information derived from Omni's role as an administrative agent in cases in this district or elsewhere to nonclient third parties. Omni has no agreement with any third-party vendor to provide claims register data.

12. Omni has reviewed its electronic database to determine whether it has any relationships with the entities provided by the Debtor. At this time, Omni is not aware of any relationship which would present a disqualifying conflict of interest. Should Omni discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Omni will use reasonable efforts to file promptly a supplemental declaration. Omni will also comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

13. Based on the foregoing, I believe that Omni is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

I certify under penalty of perjury that the above information is true.

Date: March 16, 2026

/s/ Paul H. Deutch
Paul H. Deutch, Executive Vice President
of Omni Agent Solutions, Inc.

Exhibit 1

STANDARD SERVICES AGREEMENT

This Agreement is entered into as of February 26, 2026, between Omni Agent Solutions, Inc (“**Omni**”), and Baker and Taylor, LLC (the “**Company**”).¹ The parties agree as follows:

Terms and Conditions

I. SERVICES

(a) Upon request by the Company or as may be necessary for Omni to comply with applicable law, governmental regulation, court order or court rule, Omni shall provide the Company with consulting and administrative services (“**Services**”) in connection with the Company’s potential filing of a chapter 11 petition under the Bankruptcy Code (the “**Code**”) and, *if applicable*, during any chapter 11 case which the Company may initiate. Without limitation, the Services *may* include any or all of the following: Assisting in the preparation of the Company’s bankruptcy schedules and statements of financial affairs (“**Schedules and SOFA**”), noticing, communication related services, claims management and reconciliation, plan solicitation, balloting and tabulation, contract review, securities, claims analysis, providing confidential online workspaces or data rooms (the publication of which shall not violate the confidentiality provisions of this Agreement), account management, disbursements, automation, and any other service which may be agreed upon by the parties.

(b) The Company understands that to assist or enable Omni to provide the Services, Omni will engage in communications with various persons acting on the Company’s behalf (each, a “**Company Party**”).² The Company represents to Omni and agrees that any and all requests, advice, information or direction which a Company Party provides to or makes of Omni is expressly authorized by the Company, that Omni may rely upon the accuracy and completeness of the information provided without any obligation to further verify it, and that the Company shall be bound by any and all requests, advice, information or direction made.

(c) The Company understands that Omni is not being retained to provide any legal or financial advice and that none of Omni’s communications with a Company Party or any other party constitutes legal or financial advice.

II. RATES

(a) The Company agrees to pay Omni for all fees, charges and costs for Services provided on its behalf in the amounts set forth in the schedule attached hereto as **Exhibit “A”** (the “**Rate Schedule**”). *In addition, Omni will provide the Company with (i) a \$10,000 discount on Omni’s prepetition fees (contingent upon the commencement of the Debtor’s chapter 11 case), and (ii) a ten (10%) percent discount on Omni’s standard hourly rates.* Omni reserves the right from

¹ The term “**Company**” shall mean and include the Company, in its individual capacity as debtor and debtor in possession, together with any affiliated entities whose chapter 11 cases are jointly administered with the Company. Each affiliated entity shall be jointly and severally liable for all of the Company’s fees and costs.

² Unless otherwise agreed upon, a Company Party includes a Company’s managers, general partners, officers, directors, employees, agents, representatives, counsel, consultants and/or any other party with whom the Company authorizes to engage in a Communication with Omni.

time to time to amend the Rate Schedule by increasing its hourly rates, unit prices, and any other charges, fees and costs therein during the term of this Agreement and that upon so doing, the parties agree that the rates, prices, and other charges shall be effective immediately and constitute the operative Rate Schedule.

(b) Omni may invoice the Company monthly for the Services it provided during the preceding calendar month consistent with the applicable Rate Schedule. All invoices are due and payable upon receipt. Notwithstanding anything herein to the contrary, any payment made to Omni will be in accordance with applicable bankruptcy law and orders of the bankruptcy court.

(c) If any amount is unpaid to Omni thirty (30) days from the date of the Company's receipt of an invoice the Company agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute of any portion of an invoice, the Company shall give written notice to Omni within ten (10) days of receipt of the invoice as to the charges disputed and the basis thereof. The undisputed portion of the invoice will remain due and payable immediately upon receipt, but late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. At its sole discretion, Omni may first apply any payment received against the cumulative sum of the late charges then due before it applies any remaining balance to the outstanding principal balance.

(d) Omni may require an advance or direct payment from the Company of an individual expense, or a group of related expenses, which are expected to exceed \$7,500 (*e.g.*, publication notice).

(e) The Company shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of the Company, notwithstanding how such taxes may be designated, levied, or based. This provision is intended to include sales, use, and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Omni.

(f) The Company shall pay to Omni all actual charges (including fees, costs and expenses as set forth in the then effective Rate Structure) related to, arising out of, or resulting from, any error or omission made by the Company including, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses.

(g) Upon execution of this Agreement, the Company shall pay Omni a retainer of \$25,000 (the "Retainer"). Omni may use the Retainer against all reasonable and documented prepetition fees and expenses, which Retainer shall then be replenished as promptly as practicable by the Company to its original amount. At Omni's discretion, the Retainer may then be applied to the payment of the final invoice from Omni under and pursuant to this Agreement (the "Final Invoice"), or to any other invoice. Except with respect to the Final Invoice, upon notice from Omni to the Company of the application of some or all of the Retainer, the Company shall replenish the Retainer as promptly as practicable to its original amount. Omni shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payments of unpaid fees and expenses hereunder.

(h) Payments to Omni for services rendered under the terms of this Agreement may be remitted using either or both of the following methods:

(i) **Wire Transmission**

(Omni's wire information will be included on each monthly invoice)

(ii) **Check**

Omni Agent Solutions
c/o Accounts Receivable
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367

III. RETENTION

(a) This Agreement is effective immediately upon its execution by the parties; *provided*, however, that it shall be subject to, if and when applicable, the terms of any order entered approving the engagement of Omni by the Company in the Company's chapter 11 proceeding.

(b) If and when applicable, no later than thirty (30) days after commencement of the Company's chapter 11 proceeding, the Company agrees to and shall take all necessary actions to obtain bankruptcy court approval to retain Omni as its claims and noticing agent pursuant to 28 U.S.C. § 156(c), and, if necessary, as its administrative agent pursuant to section 327(a) of the Code for all Services that fall outside the scope of 28 U.S.C. § 156(c).³ The form and substance of any application concerning Omni's retention and any order setting forth its terms are subject to Omni's approval which shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, if the bankruptcy court does not enter an order approving Omni's retention pursuant to 28 U.S.C. § 156(c) or section 327 of the Code, then the Agreement will be terminated effective immediately.

IV. TERM

(a) Except as provided herein, the Agreement will remain in effect until terminated:
(a) on a mutually agreed upon date as set forth in a writing executed by both parties; (b) on a date of no less than sixty (60) days from the date written notice is provided by one party to the other; (c) by the Company for cause ("**Cause**") which, for purposes of this Agreement, shall mean that Omni has acted in bad faith, with gross negligence, or engaged in willful misconduct that results in material harm to the Company's effort and ability to restructure in its chapter 11 case; or (d) by Omni upon the Company's material breach of any term herein. If Omni's engagement has been already approved by the bankruptcy court, then Omni shall continue to perform the Services until

³ The Company and Omni further agree that this section shall also apply to Omni's retention if the Company commences a chapter 11 in a jurisdiction which generally authorizes the retention of administrative services companies such as Omni as a hybrid of both claims and noticing agent and administrative agent (e.g., Claims, Noticing, and Solicitation Agent).

the entry of an order by the bankruptcy court, in a form and substance satisfactory to Omni, whose consent will not be unreasonably withheld, providing for the terms and conditions of its discharge, including date of termination.

(b) Upon its termination, Omni shall provide the Company with all materials Omni is required to return to it under the terms of this Agreement as well as all in-process deliverables in their then-current state of completion for Services which Omni provided prior to the effective date of the termination promptly after it has received payment in full of all sums attributable to such Services, including for any Services which have then not yet been invoiced. Omni shall coordinate with the Company and, to the extent applicable, the clerk of the bankruptcy court, to maintain an orderly transfer of record keeping functions, shall provide the necessary staff and assistance required for an orderly transfer, and the Company agrees to pay all sums which may become due in connection therewith. Without limiting the foregoing, upon the Company's written request made at any time during the term of this Agreement, Omni shall deliver to the Company and/or the Company's retained professionals at the Company's sole expense any or all of the non-proprietary data and records held by Omni pursuant to this Agreement, in the form requested by the Company.

V. CONFIDENTIALITY

Omni and the Company, on behalf of themselves and on behalf of each and all of their respective Company Parties, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided under this Agreement ("**Confidential Information**"), except if any of such information: (a) is then or thereafter becomes publicly available, other than by breach by the receiving party; (b) is already in the receiving party's possession or known to it and was received from a third party that, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; (c) was independently developed; (d) is lawfully obtained from a third party who, to the knowledge of the receiving party, does not have a duty of confidentiality to the disclosing party; or (e) is subject to production or revelation pursuant to an order of any court, governmental agency or other regulatory body, arbitrator or subpoena, it may, upon not less than ten (10) calendar days written notice to the other party, release the required information.

VI. OMNI'S PROPERTY RIGHTS

(a) Subject to Section VIII below, the parties understand and agree that any and all software programs or other materials furnished by Omni pursuant to this Agreement or used by Omni to provide the Services during the term of this Agreement ("**Omni's Property**") are Omni's sole and exclusive property. Without limiting the foregoing, Omni's Property includes data processing programs, specifications, applications, routines, documentation, ideas, concepts, know-how or techniques relating to data processing or Omni's performance of Services. Omni reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's potential bankruptcy cases.

(b) Subject to Section VIII below, the Company acknowledges and agrees that regardless of any sums it has been charged or has paid to Omni, it obtains no rights or ownership whatsoever in any of Omni's Property and that their use by the Company is limited to enabling Omni to provide the Services hereunder.

VII. BANK ACCOUNTS

At the request of a Company Party, Omni is authorized to establish account(s) with financial institutions in the name of and/or as agent for the Company and to manage such account(s), including to facilitate distributions pursuant to a chapter 11 plan or otherwise.

VIII. COMPANY DATA

(a) Without limiting any other provision of this Agreement, the Company represents and warrants to Omni that when a Company Party provides information to Omni (a) the Company has all necessary authority to disclose it to Omni and that Omni is fully authorized to use it in connection with its performance of the Services; (b) that the information is materially accurate and complete to the best of the Company's knowledge at the time of the Communication; and (c) that Omni has no responsibility whatsoever to verify or otherwise independently confirm the accuracy or completeness of any information, programs, data or instructions it is provided including, without limitation, data it receives in connection with the preparation of the Company's Schedules and SOFAs. The Company agrees that it shall be deemed to have reviewed and approved any and all Schedules and SOFAs which are filed on its behalf.

(b) Without limiting any other provision of this Agreement, the Company understands and agrees that all data, storage media, programs or other materials which are furnished to Omni on its behalf (the "**Company's Data**") may be retained by Omni until full payment has been made to Omni for all of its Services and that it shall remain liable to Omni for all fees and expenses thereafter charged by Omni for maintaining, storing or disposing of any or all of it. Omni agrees that it will dispose of the Company's Data in a manner requested by or acceptable to the Company; provided, however, that if Omni has not provided Services to the Company for a period of ninety (90) days and provides no less than thirty (30) days written notice, Omni may dispose of any or all of the Company's Data in any commercially reasonable at the Company's sole expense. The Company agrees to use commercially reasonable efforts to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information which is provided on its behalf to Omni.

(c) If Omni is retained pursuant to bankruptcy court order, disposal of any of the Company's Data shall comply with any applicable court orders and rules or clerk's office instructions.

IX. NO REPRESENTATIONS OR WARRANTIES

Omni makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular

purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting its enforceability to the maximum extent compatible with applicable law.

X. INDEMNIFICATION

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Omni and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (each, an “**Indemnified Party**,” and collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “**Losses**”) resulting from, arising out of or related to Omni’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Omni and the Company shall provide notice to the other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the services provided under and pursuant to the Agreement.

(c) The Company’s indemnification of Omni hereunder shall exclude Losses resulting from Omni’s gross negligence or willful misconduct.

(d) The Company’s indemnification obligations hereunder shall survive the termination of this Agreement.

XI. LIMITATIONS OF LIABILITY

Except as expressly provided herein, Omni’s liability to the Company for any Losses, unless due to Omni’s gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular specific task or expense of the Service that gave rise to the alleged Loss. In no event shall Omni’s liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Omni for services provided under and pursuant to this Agreement. Moreover, in no event shall Omni be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the services provided under and pursuant to this Agreement.

XII. GENERAL

(a) Each party acknowledges that authorized person(s) on its behalf have read Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way

be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by a Company Party on behalf of the Company and an officer of Omni.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that either party may assign this Agreement to a wholly-owned subsidiary or affiliate or to an entity which has succeeded to all or substantially all of the business or assets of a party without the other party's consent, provided that the assigning party provides adequate assurance of performance by the proposed assignee.

(e) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

(f) Whenever performance by Omni of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Omni's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

(g) The Company will use its best efforts to cooperate with Omni at the Company's facilities if any portion of the Services require Omni's physical presence.

(h) Each party agrees that neither it nor any of its subsidiaries shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of the other party during the term of this Agreement and for a period of six (6) months after termination thereof unless the other party provides prior written consent to such solicitation or retention; provided, however, that the foregoing provisions will not prevent either party from hiring or seeking to hire any such person who responds to general advertising or a general solicitation not targeted to the employees of the other party.

(i) The Company and Omni are and shall be independent contractors of each other and no agency, partnership, joint venture, or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

(j) The language used in this Agreement will be deemed to be the language chosen by the Company and Omni to express their mutual intent, and no rule of strict construction will be applied against either party.

(k) In the event that any arbitration legal action, including an action for declaratory

relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree that the prevailing party is entitled to be paid all of its reasonable attorneys' fees, court costs, and any other expense reasonably related thereto in the amount which may be set by the court or by an arbitrator, whether in the same action or in a separate action brought for the purpose of establishing such amount, in addition to any other relief to which the prevailing party may be entitled.

(l) The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(m) Any dispute arising out of or relating to this Agreement, or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitration shall be conducted in the English language in New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any applicable chapter 11 case(s) of the Company, any disputes related to this Agreement shall be decided by the bankruptcy court with jurisdiction over the chapter 11 case(s).

(n) Omni reserves the right to make changes in operating procedures, operating systems, programming languages, general purpose library programs, application programs, time periods of accessibility, types of terminals and other equipment, and the Omni database serving the Company, so long as any such changes do not materially interfere with ongoing Services provided to the Company in connection with the Company's pending bankruptcy case(s).

(o) All headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

XIII. NOTICING

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Omni: Omni Agent Solutions, Inc.
5955 De Soto Avenue
Suite 100
Woodland Hills, CA 91367
Tel: (818) 906-8300
Attn: Brian K. Osborne, Pres. & CEO
Email: Bosborne@omniagnt.com

If to the Company: Baker and Taylor, LLC

Tel: (____) _____
Attn: Amandeep S. Kochar,
Title: _____
Email: _____

With a copy to: Offit Kurman
7501 Wisconsin Avenue
Suite 1000W
Bethesda, MD 20814
Attn: _____, Esq.
Phone: _____
Fax: _____
Email: _____

Or to such other address as the Party to receive the notice or request so designates by written notice to the other.

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

OMNI AGENT SOLUTIONS, INC.



By: _____
Name: Paul Deutch
Title: Executive Vice President

Agreed and accepted this ____ day of February, 2026

BAKER AND TAYLOR, LLC

Name: Amandeep S. Kochar
Title:

EXHIBIT

“A”

2025 Rate Sheet



Hourly Rates for Standard and Custom Services*	RATE / COST
Office Services	\$50 - \$75.00 per hour
Case Administration Services	\$80 - \$275 per hour
Claims Management	\$80 - \$275 per hour
Noticing Services	\$80 - \$275 per hour
Schedules and SOFA Services	\$80 - \$275 per hour
Solicitation Services	\$80 - \$295 per hour
Disbursement/Treasury Services	\$150 - \$295 per hour
Communications Services – Call Center	\$75 - \$175 per hour
Quality Control/Oversight Management	\$150 - \$275 per hour
Senior Management/Consulting Services	\$225 - \$275 per hour
Programming and IT Customization	\$95 - \$175 per hour

Claims Management	RATE / COST
Inputting Proofs of Claim	Hourly rates (No per claim charges)
Scanning	\$.10 per image
Remote Internet access for claims management	
Setup	No charge
Access	No charge

Schedules / SoFA	RATE / COST
Preparation and updating of schedules and SoFAs	\$80.00 - \$275.00 per hour

Informational Website	RATE / COST
Creation, Configuration and Initial Setup	No charge
Data Entry / Information Updates	Standard hourly rates apply
Programming and Customization	\$95 - \$175 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Shareholder Website Hosting	No charge
Scanning	\$0.10 per image

Public Debt and Equities Securities and/Rights Offerings Services	RATE / COST
Noticing Services	Standard hourly rates apply
Solicitation, Balloting and Tabulation	Standard hourly rates apply
Rights Offerings	Standard hourly rates apply
Security Position Identification Reports	Standard hourly rates apply

Liquidating / Disbursing Agent	RATE / COST
Comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations	Standard hourly rates apply

Solicitation and Tabulation	RATE / COST
Plan and disclosure statement mailings	Quoted prior to printing
Ballot tabulation	Standard hourly rates apply

*Additional professional services not covered by this rate structure will be charged at hourly rates, including any outsourced services performed under our supervision and control.

2025 Rate Sheet

Case 2:18-bk-00011-MLG Document 7-2 Filed 03/07/25 Entered 03/07/25 09:14:30 Desc
Exhibit 1 to Debnis Declaration ISO re: notification of creditors' claims Page 13 of 13



Printing and Noticing Services	RATE / COST
Copy	\$.10 per image
Document folding and insertion	No charge
Labels/Envelope printing	\$.035 each
MSL E-mail noticing	No charge
High Volume or Certified E-mail Noticing	TBD per volume
Facsimile Noticing	\$.10 per image
Postage/Overnight Service	Prevailing rates as required (Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size

Newspaper and Legal Notice Publishing	RATE / COST
Coordinate and publish legal notice	Quote prior to publishing

Call Centers / Dedicated Line	RATE / COST
Creation, configuration and initial setup	No charge
Hosting fee	\$50.00 per Month
Usage	\$.10 per Minute
Call center personnel	Standard Hourly Rates

UST Reporting Compliance	RATE / COST
Assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports	Standard hourly rates apply

Electronic Services, Storage & Security	RATE / COST
License Fee and System Maintenance	.10 per Record
Per image storage	No charge
Monthly Encryption Bandwidth and Security Compliance Charges**	.15 per MB
Automated Services	.20 per process

Virtual Data Rooms	Quote upon request
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Miscellaneous	RATE / COST
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	\$50.00 per copy

** Charges relate to secure, bidirectional encryption of web-based documents and telephony, as well as secure storage of case records, documents and related files based on volume

Exhibit 2

2025 Rate Sheet

Case 2:18-bk-00011-G - Doc 7-3 Filed 03/07/25 Entered 03/07/25 09:14:30 Desc
Exhibit A to Debtor's Certification of Solicitor's Fees and Expenses - Sheet Page 2 of 3



Hourly Rates for Standard and Custom Services*	RATE / COST
Office Services	\$50 - \$75.00 per hour
Case Administration Services	\$80 - \$275 per hour
Claims Management	\$80 - \$275 per hour
Noticing Services	\$80 - \$275 per hour
Schedules and SOFA Services	\$80 - \$275 per hour
Solicitation Services	\$80 - \$295 per hour
Disbursement/Treasury Services	\$150 - \$295 per hour
Communications Services – Call Center	\$75 - \$175 per hour
Quality Control/Oversight Management	\$150 - \$275 per hour
Senior Management/Consulting Services	\$225 - \$275 per hour
Programming and IT Customization	\$95 - \$175 per hour

Claims Management	RATE / COST
Inputting Proofs of Claim	Hourly rates (No per claim charges)
Scanning	\$.10 per image
Remote Internet access for claims management	
Setup	No charge
Access	No charge

Schedules / SoFA	RATE / COST
Preparation and updating of schedules and SoFAs	\$80.00 - \$275.00 per hour

Informational Website	RATE / COST
Creation, Configuration and Initial Setup	No charge
Data Entry / Information Updates	Standard hourly rates apply
Programming and Customization	\$95 - \$175 per hour
Debtor Website Hosting	No charge
Committee Website Hosting	No charge
Shareholder Website Hosting	No charge
Scanning	\$0.10 per image

Public Debt and Equities Securities and/Rights Offerings Services	RATE / COST
Noticing Services	Standard hourly rates apply
Solicitation, Balloting and Tabulation	Standard hourly rates apply
Rights Offerings	Standard hourly rates apply
Security Position Identification Reports	Standard hourly rates apply

Liquidating / Disbursing Agent	RATE / COST
Comply with Plan requirements, preparation of disbursement reports, payout calculations, check generation, bank reconciliations	Standard hourly rates apply

Solicitation and Tabulation	RATE / COST
Plan and disclosure statement mailings	Quoted prior to printing
Ballot tabulation	Standard hourly rates apply

*Additional professional services not covered by this rate structure will be charged at hourly rates, including any outsourced services performed under our supervision and control.



Printing and Noticing Services	RATE / COST
Copy	\$.10 per image
Document folding and insertion	No charge
Labels/Envelope printing	\$.035 each
MSL E-mail noticing	No charge
High Volume or Certified E-mail Noticing	TBD per volume
Facsimile Noticing	\$.10 per image
Postage/Overnight Service	Prevailing rates as required (Advance payment required for postage charges over \$10,000)
Envelopes	Varies by size

Newspaper and Legal Notice Publishing	RATE / COST
Coordinate and publish legal notice	Quote prior to publishing

Call Centers / Dedicated Line	RATE / COST
Creation, configuration and initial setup	No charge
Hosting fee	\$50.00 per Month
Usage	\$.10 per Minute
Call center personnel	Standard Hourly Rates

UST Reporting Compliance	RATE / COST
Assist debtors to satisfy jurisdictional requirements, preparation of monthly operating and post-confirmation reports	Standard hourly rates apply

Electronic Services, Storage & Security	RATE / COST
License Fee and System Maintenance	.10 per Record
Per image storage	No charge
Monthly Encryption Bandwidth and Security Compliance Charges**	.15 per MB
Automated Services	.20 per process

Virtual Data Rooms	Quote upon request
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Miscellaneous	RATE / COST
Telephone charges	At cost
Delivery	At cost
Archival DVD/CD-Rom	\$50.00 per copy

** Charges relate to secure, bidirectional encryption of web-based documents and telephony, as well as secure storage of case records, documents and related files based on volume

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
OFFIT KURMAN, P.A. By: Paul J. Winterhalter, Esquire (006961986) Augustus T. Curtis (<i>pro hac vice</i> pending) Court Plaza South 21 Main Street, Suite 158 Hackensack, NJ 07601 Telephone: (267) 338-1370 Facsimile: (267) 338-1335 E-mail: pwinterhalter@offitkurman.com Augie.curtis@offitkurman.com <i>Proposed Counsel to Debtor</i>	
In re: BAKER & TAYLOR, LLC, <i>Debtor</i>	Chapter 11 Case No. 26 –12863 CMG Judge: Christine M. Gravelle
	Hrg. Date: March 24, 2026 Time: 2:00 pm Location: 402 E. State Street Trenton, NJ 08608 Courtroom No. 3

**ORDER GRANTING DEBTOR’S APPLICATION FOR ENTRY OF ORDER
AUTHORIZING DEBTOR TO EMPLOY AND RETAIN
OMNI AGENT SOLUTIONS, INC., AS CLAIMS AND NOTICING
AGENT EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages numbered two through nine is hereby

ORDERED.

Debtor: Baker & Taylor, LLC

Case No. 26-12863

Caption: Order Granting Debtor's Application for Entry of Order Authorizing Debtor to Employ
and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition
Date

THIS MATTER came before the Court for hearing on ____ 2026 at ____ a.m./p.m. (the "Hearing") upon the *Debtor's Application for Entry of Order Authorizing Debtor to Employ and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition Date* (the "Application")¹ filed by Debtor Baker & Taylor, LLC ("Debtor") for entry of an order authorizing the employment of Omni Agent Solutions, Inc. ("Omni") as Debtor's notice, claims, and solicitation agent, as more fully set forth in the Application.

Having considered the Application, together with the representations made in the First Day Declaration and the Deutch Declaration, and having considered the representations of the parties at the Hearing, and for the reasons stated on the record at the Hearing, the Court finds that: (a) notice of the Application and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided; (b) the relief requested in the Application is in the best interests of Debtor, its estate, its creditors and other parties in interest; (c) Omni does not hold or represent an interest adverse to Debtor's estate and therefore good and sufficient cause exists to grant the relief in the Application. Accordingly, it is

ORDERED:

1. The Application is **APPROVED**.
2. Debtor is authorized to employ and retain Omni as its notice, claims, and solicitation agent in accordance with the terms and conditions set forth in the Application and the Engagement Agreement, effective as of the commencement of the Chapter 11 Case.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

Debtor: Baker & Taylor, LLC

Case No. 26-12863

Caption: Order Granting Debtor's Application for Entry of Order Authorizing Debtor to Employ
and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition
Date

3. The terms of the Engagement Agreement are approved as provided herein subject to the terms of this Order.

4. Pursuant to 28 U.S.C. § 156(c), Rule 2002 of the Federal Rules of Bankruptcy Procedure and Local Rule 2002-1(B), Omni is authorized to provide noticing, claims processing, and balloting services as set forth in the Application and the Engagement Agreement, including, among others, as requested:

- a. Preparing and serving required notices in the Chapter 11 Case, including:
 - i. notice of the commencement of the Chapter 11 Case and the initial meeting of creditors under Bankruptcy Code § 341(a);
 - ii. a notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the United States Trustee (the "U.S. Trustee");
 - v. notices of transfers of claims;
 - vi. notices of any hearing on confirmation of the Debtor's plan of reorganization;
 - vii. notice of the effective date of any plan; and
 - viii. such other miscellaneous notices as Debtor or Court may deem necessary or appropriate for an orderly administration of the case.
- b. Maintaining an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively the "Schedules"), listing the Debtor's known creditors and the amounts owed thereto.
- c. Maintaining a: (i) list of all potential creditors, equity holders, and other parties in interest and (ii) "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and

Debtor: Baker & Taylor, LLC

Case No. 26-12863

Caption: Order Granting Debtor's Application for Entry of Order Authorizing Debtor to Employ
and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition
Date

updating said lists and making said lists available upon request by a party-in-interest or the Clerk.

- d. Furnishing a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and, if asked, notifying such potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors.
- e. Maintaining a post office box or address for the purpose of receiving claims and returned mail, and processing all mail received.
- f. Within three (3) days after the entry of a particular notice or order, preparing for filing with the Clerk's Office a certificate or affidavit of service that includes (i) a copy of the notice or order served, (ii) an alphabetical list of persons on whom notice was served, along with their addresses, and (iii) the date and manner of service.
- g. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in the Chapter 11 Case.
- h. Maintaining the official claims register in the Chapter 11 Case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - i. the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - ii. the date the proof of claim or proof of interest was received by Omni and/or the Court;
 - iii. the claim number assigned to the proof of claim or proof of interest; and
 - iv. the asserted amount and classification of the claim.
- i. Implementing necessary security measures to ensure the completeness and integrity of the claims register.

Debtor: Baker & Taylor, LLC

Case No. 26-12863

Caption: Order Granting Debtor's Application for Entry of Order Authorizing Debtor to Employ
and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition
Date

- j. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).
- k. Revising the creditor matrix after the objection period expires.
- l. Monitoring the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists.
- m. Identifying and correcting any incomplete or incorrect addresses in any mailing or service lists.
- n. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.
- o. Monitoring the Court's docket for any claims related pleading filed and making necessary notations on the claims register.
- p. Filing quarterly an updated claims register with the Court in alphabetical and numerical order. If there was no claims activity, a certification of no claim activity may be filed.
- q. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the cases and providing such list to the Court or any interested party upon request (within 48 hours).
- r. Providing access to the public for examination of claims and the claims registers at no charge.
- s. Establishing and maintaining a case website with case information, including key dates, service lists, and free access to the case docket.
- t. Forwarding all claims, updated claims register, and updated mailing lists to the Court within 10 days of entry of an order converting a case or within 30 days of entry of a final decree. The claims register and mailing list will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.
- u. Assisting with, among other things, the preparation of the Debtor's schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statement of financial affairs.

Debtor: Baker & Taylor, LLC

Case No. 26-12863

Caption: Order Granting Debtor's Application for Entry of Order Authorizing Debtor to Employ
and Retain Omni as Notice, Claims, and Solicitation Agent Effective as of the Petition
Date

- v. Assisting with, among other things, solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan.
- w. Generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the Chapter 11 Case.
- x. Generating stipulated orders soliciting Interval Owners' consent to a sale of the Property under section 363(h) of the Bankruptcy Code, collecting and tabulating the same, and, if necessary, testifying in support of the results.
- y. Generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters.
- z. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- aa. Providing temporary employees to process claims as necessary.
- bb. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- cc. Providing such other claims processing, noticing, and administrative services as may be requested from time to time by Debtor.

5. In addition to the services set forth in the Application and the Engagement Agreement, Omni is authorized to provide other noticing, claims processing, solicitation and administrative services Debtor may request from time to time, including, but not limited to: (a) maintaining and updating the Master Service List; (b) tracking and administration of claims; and (c) performing other administrative tasks pertaining to the administration of the Chapter 11 Case, as may be requested by the Debtor or the Clerk of this Court (the "Clerk's Office").

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6. Omni is appointed as agent for the Clerk's Office and, as such, is designated as the authorized repository for all proofs of claims filed in the Chapter 11 Case and is authorized and directed to maintain the official claims register for the Debtor and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct. To the extent any government or non-government claimant files a proof of claim with the Court via CM/ECF or manually with the Clerk of the Court, as opposed to with Omni, such filings will be deemed timely if filed by the applicable bar date set by the Court.

7. Omni is authorized to provide noticing services in the Chapter 11 Case to the United States Trustee for the District of New Jersey.

8. Without further order of the Court, the Debtor is authorized to compensate Omni in accordance with the terms and conditions of the Engagement Agreement, upon Omni's submission to the Debtor of invoices summarizing in reasonable detail the services and expenses for which compensation is sought; *provided, however*, that Omni shall provide copies of such invoices to the Office of the United States Trustee and any official committee of creditors appointed in the Chapter 11 Case (if any).

9. Omni shall not cease providing claims processing services during the Chapter 11 Case for any reason without prior order of this Court authorizing Omni to do so; *provided, however*, that Omni may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtor, the Office of the United States Trustee, and any official committee of creditors appointed in this case (if any) by facsimile or overnight delivery; *provided further*, that except as expressly provided herein, the Debtor and

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Omni may otherwise terminate or suspend other services as provided under the Engagement Agreement.

10. The Court and Omni will implement an Internet link on the Court's website that can direct parties in interest to the website maintained by Omni for the Chapter 11 Case.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Omni incurred pursuant to the Engagement Agreement shall be an administrative expense of the Debtor's estate.

12. Omni seeks to first apply its retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under the Engagement Agreement during the case as security for the payment of fees and expenses incurred under the Engagement Agreement.

13. Nothing herein obligates a successor chapter 7 trustee or chapter 11 trustee to employ Omni.

14. Debtor and Omni are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

16. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern and control.

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17. A true copy of this Order shall be served on all required parties pursuant to
D.N.J. LBR 9013-5(f).