

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

In re:	)	
	)	Chapter 11
	)	
LUCKY BUCKS, LLC, <i>et al.</i> ,	)	Case No. 23-10758 (KBO)
	)	
Debtors. ¹	)	(Jointly Administered)
	)	
_____	)	Re: Docket No. 13

**ORDER APPROVING DEBTORS' APPLICATION
APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS
EFFECTIVE AS OF THE PETITION DATE PURSUANT TO 28
U.S.C. § 156(C), 11 U.S.C. § 105(A) AND LOCAL RULE 2002-1(F)**

Upon the application (the “Section 156(c) Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), for entry of an order authorizing the retention and appointment of Epiq Corporate Restructuring, LLC (“Epiq”) as claims and noticing agent (the “Claims and Noticing Agent”), under 28 U.S.C. §156(c), section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2022 and Local Rule 2002-1(f), to, provide the Claims and Noticing Services to the Debtors effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s Office, all as more fully set forth in the Section 156(c) Application;

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal identification number, include: (i) Lucky Bucks, LLC (“Lucky Bucks”) (4376); (ii) Lucky Bucks HoldCo, LLC (“HoldCo”) and, together with Lucky Bucks, the “OpCo Debtors”) (0081), and (iii) Lucky Bucks Holdings LLC (“Holdings”) (3221). The Debtors’ primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

² Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Section 156(c) Application.

and upon the Mailloux Declaration submitted in support of the Section 156(c) Application; the Court having jurisdiction to consider the Section 156(c) Application and to enter this Order pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference Re: Title 11* (D. Del. Feb. 29, 2012) (Sleet, C.J.); and consideration of the Section 156(c) Application being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Section 156(c) Application having been provided and such notice being adequate and appropriate under the circumstances; and after notice and a hearing, as defined in section 102 of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Section 156(c) Application and in the record establish just cause for entry of this Order; it is hereby **ORDERED** that:

1. The Section 156(c) Application is approved as set forth herein.
2. The Debtors are authorized to retain Epiq as Claims and Noticing Agent, effective as of the Petition Date, under the terms of the Engagement Agreement attached to the Section 156(c) Application as **Exhibit A**, and Epiq is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Section 156(c) Application.
3. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

4. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Epiq is authorized to take such other action to comply with all duties set forth in the Section 156(c) Application.

6. The Debtors are authorized to compensate Epiq in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Epiq shall 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).

8. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the U.S. Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of the matter from the Bankruptcy Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq under this Order shall be administrative expenses of the Debtors' estates.

11. Epiq may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Epiq may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement and this Order.

12. The Debtors shall indemnify Epiq and each other Indemnified Person, under the terms of the Engagement Agreement (collectively, the ‘Indemnified Persons’), subject to the following modifications:

- (a) The Indemnified Persons shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.
- (b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Indemnified Persons, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq’s gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq’s contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co. et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should not

receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Person or Epiq must file an application therefore in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Person for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement.

13. Notwithstanding anything to the contrary, the limitation of liability provision contained in Section 8 of the Engagement Agreement shall be given no effect during the pendency of these Chapter 11 Cases.

14. In the event that Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney.

15. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Epiq but is not specifically authorized by this Order.

16. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 156(c) Application.

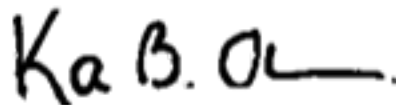
17. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

18. Epiq shall not cease providing the Claims and Noticing Services during the cases for any reason, including nonpayment, without an order of the Court.

19. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and the Order, the Order shall govern.

20. Nothing in this Order shall be read to create any claim, charge, obligation or liability of, or authorize or approve incurrence of any obligation or payment by, Holdings, other than for costs directly allocable to Holdings in conjunction with the provisions of Epiq's services to Holdings, absent further order of the Court.

Dated: June 16th, 2023
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE