

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

In re:

HARVEST SHERWOOD FOOD
DISTRIBUTORS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-80109 (SGJ)

(Jointly Administered)

**DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF CADWALADER,
WICKERSHAM & TAFT LLP AS SPECIAL COUNSEL FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txnb.uscourts.gov/> no more than twenty-four (24) days after the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk and filed on the docket no more than twenty-four (24) days after the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Harvest Sherwood Food Distributors, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases, hereby submit this application (this “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”) for entry of an order (a) authorizing the employment and retention of Cadwalader, Wickersham & Taft LLP as special counsel for the Debtors, effective as of the Petition Date, and (b) granting related relief. In support of this Application, the Debtors submit the *Declaration of Philip J. Iovieno in Support of the Debtors' Application for Entry of an*

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

Order (I) Authorizing the Employment and Retention of Cadwalader, Wickersham & Taft LLP as Special Counsel for the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief (the “Iovieno Declaration”), attached hereto as **Exhibit B** and incorporated herein by reference, and the *Declaration of Eric Kaup in Support of the Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Cadwalader, Wickersham & Taft LLP as Special Counsel for the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief* (the “Kaup Declaration”), attached hereto as **Exhibit C**. In further support of this Application, the Debtors respectfully state as follows:

RELIEF REQUESTED

1. By this Application, the Debtors respectfully request entry of the Proposed Order, approving the employment and retention of Cadwalader, Wickersham & Taft LLP (“Cadwalader”) as their special counsel (“Special Counsel”) during these chapter 11 cases on the terms set forth below and in (a) that certain engagement letter dated as of January 18, 2021, between Cadwalader and certain of the Debtors, a copy of which is attached hereto as **Exhibit D** (the “Chicken Engagement Letter”), and (b) that certain engagement letter dated as of July 14, 2021, between Cadwalader and certain of the Debtors, a copy of which is attached hereto as **Exhibit E** (the “Pork/Beef Engagement Letter” and together with the Chicken Engagement Letter, the “Engagement Letters”).² Relief is requested as of the Petition Date (as defined below) in accordance with rule 2014-1(b)(1) of the Local Bankruptcy Rules for the Northern District of Texas (the “Local Bankruptcy Rules”) because Cadwalader began providing services to the

² Although only Debtors Sherwood Food Distributors, L.L.C. and Harvest Meat Company, Inc. are parties to the Engagement Letters, the scope of the engagement is to represent those “Clients and their affiliates.” References to Cadwalader’s representation of the Debtors (collectively) herein are for convenience only and should not be interpreted to expand or modify the Debtor entities party to the Engagement Letters. To the extent there is any inconsistency between the summary of the Engagement Letters contained herein and the terms of the Engagement Letters, the terms of the applicable Engagement Letter shall control.

Debtors postpetition as of such date, and this Application is filed within 30 days of the commencement of Cadwalader's provision of services to the Debtors.

JURISDICTION AND VENUE

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

3. The legal predicates for the relief requested in this Application are sections 105(a), 327(e), and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Local Bankruptcy Rule 2014-1, and the Procedures for Complex Cases in the Northern District of Texas.

4. The Debtors confirm their consent to the entry of a final order by the Court in connection with the Application in the event 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.

DEBTORS' BACKGROUND

5. Prior to the Petition Date, Harvest Sherwood Food Distributors, Inc., along with its affiliated Debtors (collectively, "Harvest"), was the largest independent wholesale food distributor in the United States with approximately \$4 billion of annual revenue. Through its vast network of distribution centers, Harvest shipped over 32 million pounds of food per week to protein and perishable food producers, independent food retailers, regional and national retail chains, cruise

lines, and food service customers throughout the United States. Offering a wide range of commodities and branded selections such as bakery products, deli, beef, pork, lamb, veal, poultry, seafood, and frozen foods, Harvest met the unique needs of niche markets and food retailers of all sizes, and offered marketing resources that help maximize grocery sales.

6. In February of this year, Harvest commenced a process to wind up its ordinary course business operations, sell its remaining inventory, collect on outstanding accounts receivable, and sell certain of its branch operations to third-party buyers. The Debtors have now commenced these chapter 11 cases to complete an efficient wind down of their estates with the support of their ABL Lenders and an Ad Hoc Unsecured Creditors' Committee (each as defined in the First Day Declaration (as defined below)) and to preserve and monetize their key remaining long-term assets for the benefit of all stakeholders.

7. On May 5, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in these cases. On May 21, 2025, the United States Trustee for the Northern District of Texas appointed the Official Unsecured Creditors' Committee [Docket No. 148] (the "Committee").

8. Additional information regarding the Debtors' business, capital structure, and the facts and circumstances supporting this Application and the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Eric Kaup in Support of the Debtors' Chapter 11 Petitions*,

Debtor in Possession Financing, and First Day Pleadings [Docket No. 14] (the “First Day Declaration”).³

BASIS FOR RELIEF REQUESTED

9. Under section 327(e) of the Bankruptcy Code, a debtor in possession may employ an attorney for a specified special purpose, other than to represent the debtor in conducting the bankruptcy case, if such employment is in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed. *See* 11 U.S.C. § 327(e).

10. Retention of special counsel under section 327(e) of the Bankruptcy Code does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a) of the Bankruptcy Code. *See, e.g., Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) (“[S]pecial counsel employed under section 327(e) need only avoid possessing a conflict of interest concerning the matter at hand.”). In exercising discretion under section 327 of the Bankruptcy Code, the Court should take “into account the particular facts and circumstances surrounding the case,” *In re Johnson*, 433 B.R. 626, 635 (Bankr. S.D. Tex. 2010), including “the nature of the debtors’ business, all foreseeable employment of special counsel, and the expense of replacement counsel” *In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (D. Del. 2005); *see also In re Eagle Broadband, Inc.*, No. 07-80605-G3-11, 2007 WL 4333619, at *2 (Bankr. S.D. Tex. Dec. 6, 2007) (noting that section 327(e) of the Bankruptcy Code requires “a factual determination based on the specific facts of each case, and with attention to circumstances

³ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declaration.

which may impair a professional's ability to offer impartial, disinterested advice to his or her client").

11. For the reasons that follow, section 327(e) of the Bankruptcy Code supports the Debtors' proposed retention and employment of Cadwalader as Special Counsel in these chapter 11 cases.

I. Cadwalader's Scope of Employment as Special Counsel

12. Prior to the Petition Date, Cadwalader served as primary litigation counsel to the Debtors in various anti-trust and price fixing proceedings against several pork, chicken, and beef producers.

13. The services Cadwalader has rendered, and may be required to render for the Debtors, include, without limitation, the following:

- a. Chicken Litigation: Engaged to represent certain of the Debtors and their affiliates in connection with the Debtors' claims in *In re Broiler Chicken Antitrust Litigation* (as defined in the Chicken Engagement Letter) (the "Chicken Litigation"); and
- b. Pork/Beef Litigations: Engaged to represent certain of the Debtors and their affiliates in connection with the Debtors' claims in *In re Pork Antitrust Litigation* and *In re Beef Antitrust Litigation* (as defined in the Pork/Beef Engagement Letter) (the "Pork/Beef Litigations" and, collectively, with the Chicken Litigation, the "Cadwalader Representative Matters").

14. In the ordinary course of its representations of clients, Cadwalader will occasionally use the services of independent contractors on a group-wide basis, such as for experts and document vendors (collectively, the "Contractors"). To the extent that Cadwalader uses the services of the Contractors in these chapter 11 cases, Cadwalader shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that Cadwalader pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to, and satisfy, the same conflict checks as required for Cadwalader; and (d) file with the Court such disclosures as are required by Bankruptcy Rule 2014.

II. Cadwalader's Qualifications

15. Prior to the Petition Date, the Debtors retained Cadwalader because of its attorneys' extensive experience and knowledge in complex antitrust litigation and matters involving monopolization issues and price-fixing conspiracies. Cadwalader became intimately involved in the Cadwalader Representative Matters prior to the Petition Date and has represented the Debtors since January 2021. Cadwalader is particularly well suited in handling or assisting with the handling of the Cadwalader Representative Matters because of its historic knowledge with, and well-developed relationships in, each of said matters.⁴

16. The Debtors determined that Cadwalader has the resources and experience necessary to assist the Debtors as Special Counsel in continuing its representation in the Cadwalader Representative Matters, as necessary. The Debtors therefore believe that Cadwalader's employment as Special Counsel in these chapter 11 cases is in the best interest of the Debtors, their estates, and their constituents.

III. Cadwalader's Professional Compensation

17. Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Debtors, with the Court's approval, "may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Section 328(a) of the Bankruptcy Code permits compensation of professionals on flexible terms that reflect the nature, extent, and value of the services and market conditions.

⁴ Cadwalader is also counsel to various other plaintiffs in the above referenced antitrust and price fixing proceedings.

18. Subject to the Court's approval and as set forth in the Engagement Letters, the Debtors and Cadwalader have agreed to the following compensation and expense structure (the "Compensation Structure") in consideration for the services to be rendered by Cadwalader:

a. Chicken Engagement Letter

- i. The fees for Cadwalader's services pursuant to the Chicken Engagement Letter will be twenty percent (20%) of the gross sum recovered by Cadwalader on behalf of the Debtors, by settlement or judgment, before deduction of any costs or disbursements.
- ii. If the Chicken Litigation is settled, in whole or in part, by the Debtors' receipt of anything of value other than cash, Cadwalader shall be entitled to receive, at its option, payment in cash of the applicable contingent percentage set forth above of (1) the present value of any noncash consideration plus (2) any cash received upon settlement.
- iii. Cadwalader agrees to pay all costs and expenses of the Chicken Litigation and shall be entitled to obtain payment and reimbursement of all expenses and costs incurred through the date of each settlement or judgment from the settlement or judgment in accordance with the following:
 1. to the extent any costs or expenses are attributable exclusively to the Debtors' action, such costs or expenses shall be reimbursed in full from the Debtors' recovery; and
 2. to the extent any costs or expenses are common across Cadwalader's clients in this matter, a pro rata portion of such common costs and expenses shall be reimbursed from the Debtors' recovery on a reasonable basis of proportionate allocation.

b. Pork/Beef Engagement Letter

- i. The fees for Cadwalader's services pursuant to the Pork/Beef Engagement Letter will be seventeen percent (17%) of the gross sum recovered by Cadwalader on behalf of the Debtors, by settlement or judgment, before deduction of any costs or disbursements.
- ii. If either of the Pork/Beef Litigations is settled, in whole or in part, by the Debtors' receipt of anything of value other than cash, Cadwalader shall be entitled to receive, at its option, payment in cash of the applicable contingent percentage set forth above of (1) the present value of any noncash consideration plus (2) any cash received upon settlement.
- iii. Cadwalader agrees to pay all costs and expenses of the Pork/Beef Litigations and, with respect to each of the Pork/Beef Litigations,

shall be entitled to obtain payment and reimbursement of all expenses and costs incurred through the date of each settlement or judgment from the settlement or judgment in accordance with the following:

1. to the extent any costs or expenses are attributable exclusively to the Debtors' action, such costs or expenses shall be reimbursed in full from the Debtors' recovery; and
2. to the extent any costs or expenses are common across Cadwalader's clients in this matter, a pro rata portion of such common costs and expenses shall be reimbursed from the Debtors' recovery on a reasonable basis of proportionate allocation.

19. Cadwalader agrees to pay all costs and expenses of the Chicken Litigation and the Pork/Beef Litigation, as applicable, and shall be entitled to obtain payment and reimbursement of all expenses and costs incurred through the date of each settlement or judgment from the settlement or judgment in accordance with the following: (a) to the extent any costs or expenses are attributable exclusively to the Debtors' action, such costs or expenses shall be reimbursed in full from the Debtors' recovery; and (b) to the extent any costs or expenses are common across Cadwalader's clients in the applicable matter, a pro rata portion of such common costs and expenses shall be reimbursed from the Debtors' recovery on a reasonable basis of proportionate allocation. If there is no recovery, the Debtors shall not be responsible for costs or expenses. Under the Engagement Letters, any recovery on account of the Chicken Litigation or the Pork/Beef Litigation shall be allocated in the following manner: *first*, the applicable contingency fee set forth above shall be paid to Cadwalader as their attorney's fees; *second*, total expenses and costs expended to date by Cadwalader will be reimbursed from the gross sum recovered; *lastly*, any remainder shall be paid to the Debtors.

20. Other than set forth herein, there is no proposed arrangement to compensate Cadwalader. Cadwalader maintains a co-counsel arrangement with Boies Schiller Flexner LLP ("BSF") for contingency fee amounts recovered in connection with the Debtors' claims in the

Chicken Litigation whereby Cadwalader is obligated to provide a share of Cadwalader's fees received in connection with the Chicken Litigation. BSF is not assisting Cadwalader in its representation of the Debtors.

IV. The Compensation Structure is Appropriate Under Section 328(a) of the Bankruptcy Code

21. In evaluating whether to approve compensation under section 328(a) of the Bankruptcy Code, courts look to, among other things, (a) whether the terms reflect “normal business terms in the marketplace,” (b) whether the parties engaged in arm's-length negotiations, (c) whether the retention is in the best interests of the estates, (d) whether there is creditor opposition to the terms of the retention and proposed fees, and (e) whether the fees are reasonable given the size and circumstances of the case. *See In re MMA Law Firm, PLLC*, 661 B.R. 548, 555–56 (Bankr. S.D. Tex. 2024) (citing *In re Energy Partners, Ltd.*, 409 B.R. 211, 226 (Bankr. S.D. Tex. 2009)); *In re Frontier Commc'ns Corp.*, 623 B.R. 358, 363–64 (Bankr. S.D.N.Y. 2020). The determination “largely comes down to the first factor, whether the terms of the proposed engagement reflect the market,” and the other factors are “indirect ways to establish whether the [fee] is at market.” *Frontier Commc'ns*, 623 B.R. at 364.

22. Courts in the Fifth Circuit have routinely approved contingency fee arrangements, in both the bankruptcy and non-bankruptcy contexts, frequently ranging from 33.33% to 40% of the recovery. *See Daniels v. Barron*, 325 F.3d 690, 694 (5th Cir. 2003) (approving a one-third contingency fee for an attorney representing a debtor in a lawsuit); *In re MMA L. Firm, PLLC*, 661 B.R. 548, 564 (Bankr. S.D. Tex. 2024) (approving a 40% contingency fee and a flat fee for debtor's counsel); *Truxillo v. Nat'l Maintenance*, No. 22-CV-4300, 2023 U.S. Dist. LEXIS 142103, at *3 (E.D. La. Aug. 15, 20223) (approving a 40% continency award); *Mock v. Grady-White Boats, Inc.*, No. 11-CV-2653, 2013 WL 1879683, at *4 (E.D. La. Apr. 17, 2013) (same, noting that 40%

contingency fee is customary); *Jenkins v. Trustmark Nat'l Bank*, 300 F.R.D. 291, 307 (S.D. Miss. 2014) (awarding 33.33% attorneys' fees for class action common benefit fund award).

23. Courts have also noted that a one-third contingency fee award "reflects commonly negotiated fees in the private marketplace." *In re Merck & Co. Vytarin ERISA Litig.*, No. 08-285, 2010 U.S. Dist. LEXIS 12344, at **41–42 (D.N.J. Feb. 9, 2010). Further, other courts have noted that a "one-third fee award is standard in complex antitrust cases . . ." *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 103 (E.D. Pa. 2013) (collecting cases). Accordingly, given that the standard contingency fee recovery percentage ranges from 33.33% to 40%, the 17% and 20% contingency fee recovery pursuant to the Pork/Beef Engagement Letter and the Chicken Engagement Letter, respectively, is below market range for similar representations by comparable firms.

24. The Debtors and Cadwalader are each sophisticated parties. The Debtors were the largest independent food distributor in the United States, with sophisticated internal and external counsel. Cadwalader is one of the nation's oldest law firms, with over 200 years of experience addressing complex legal issues. The terms of the Engagement Letters were the result of arm's-length negotiations between these sophisticated parties.

25. As described more fully above, Cadwalader is uniquely and intimately familiar with the Cadwalader Representative Matters, as well as the Debtors' history and business and the books and records of the Debtors that are essential for damages calculations. Accordingly, the retention of Cadwalader to pursue recoveries from the Chicken Litigation and the Pork/Beef Litigations is in the best interests of the Debtors' estates.

26. The Cadwalader Representative Matters are key sources of recovery for the Debtors' key stakeholders in these chapter 11 cases. Therefore, it is of utmost importance that

Cadwalader be incentivized to prosecute the Cadwalader Representative Matters, which is accomplished in part by the Court's approval of the Compensation Structure.

27. Given the numerous issues that Cadwalader may be required to address in performing its services for the Debtors pursuant to the Engagement Letters, Cadwalader's commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for Cadwalader's services for engagements of this nature, the terms and conditions of the Engagement Agreement are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code. The Compensation Structure appropriately reflects (a) the nature and scope of Cadwalader's services, (b) Cadwalader's substantial experience with respect to complex antitrust and price fixing cases and (c) the fee structures typically utilized by Cadwalader and other comparable firms that render similar services under similar circumstances.

V. Cadwalader's Eligibility to Serve as Special Counsel

28. Except as disclosed in the Iovieno Declaration, the Debtors are advised that Cadwalader does not to the best of its knowledge represent any entity having an adverse interest with respect to the Cadwalader Representative Matters in these chapter 11 cases. To check and clear potential conflicts of interest in these cases, Cadwalader has searched its client database to determine whether it has any relationships with parties in interest in the chapter 11 cases (the "Potential Parties in Interest"), limited to potential conflicts in its engagement as Special Counsel to the Debtors.

29. A list of the Potential Parties in Interest searched is attached to the Iovieno Declaration as Schedule 1 and incorporated by reference herein. To the extent that Cadwalader's research of its relationships with the Potential Parties in Interest indicated that Cadwalader

maintains any relationships with, or currently represents, any of these entities in matters unrelated to the Debtors, the identities of these entities are set forth on Schedule 2 of the Iovieno Declaration.

30. To the best of the Debtors' knowledge and except as otherwise disclosed on Schedule 2 of the Iovieno Declaration, Cadwalader does not hold or represent any interest adverse to the Debtors' estates with respect to the matters Cadwalader is to be employed, namely the Cadwalader Representative Matters. As set forth in the Iovieno Declaration, if any new relevant facts or relationships are discovered or arise, Cadwalader will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as appropriate.

31. The Debtors contend that Cadwalader's employment is necessary and in the best interests of the Debtors and their estates. Accordingly, the Debtors respectfully submit that Cadwalader satisfies the applicable standards to represent the Debtors as Special Counsel in their chapter 11 cases.

VI. Relief As of the Petition Date Is Appropriate

32. In accordance with the Debtors' request, Cadwalader has agreed to serve as Special Counsel on and after the Petition Date with the assurance that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Cadwalader can be compensated for services rendered on and after the Petition Date, including prior to the Court's approval of this Application. The Debtors have required the immediate services of Cadwalader to advise on the status of the Cadwalader Representative Matters, including assisting with ongoing settlement negotiations related thereto, and to assist with the preparation of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of the employment effective as of the Petition Date, as proposed in this Application, because Cadwalader has provided and continues to provide valuable services to the Debtors' estates during the interim period. Additionally, such relief is permitted under Local Bankruptcy Rule 2014-1(b)(1). Accordingly,

the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to employ and retain Cadwalader as Special Counsel, effective as of the Petition Date.

NOTICE

33. Notice of this Application has been provided by email, facsimile, or overnight courier to: the Complex Service List (as defined in the Creditor Matrix Order [Docket No. 67]). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PREVIOUS REQUEST

34. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

[Remainder of the page intentionally left blank.]

WHEREFORE, the Debtors request entry of an order substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: May 31, 2025
Dallas, Texas

/s/ Eric Kaup

Eric Kaup
Chief Restructuring Officer
Harvest Sherwood Food Distributors, Inc.
and its Debtor affiliates

Certificate of Service

I certify that on May 31, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Rakhee V. Patel

Rakhee V. Patel

Exhibit A

Proposed Order

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

In re:

HARVEST SHERWOOD FOOD DISTRIBUTORS,
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-80109 (SGJ)

(Jointly Administered)
Related to Dkt. No. [•]

**ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF CADWALADER,
WICKERSHAM & TAFT LLP AS SPECIAL COUNSEL FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

The Court has considered the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to employ Cadwalader, Wickersham & Taft LLP (“Cadwalader”) as Special Counsel for the Debtors, effective as of the Petition Date (the “Retention Date”); and upon consideration of the declarations of Philip J. Iovieno (the “Iovieno Declaration”) and Eric Kaup (the “Kaup Declaration”) in support of the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized pursuant to sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, to retain and employ Cadwalader as Special Counsel effective as of the Retention Date in accordance with the terms and conditions set forth in the Application.

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

3. Cadwalader's compensation terms in the Engagement Letters, including, without limitation, the Contingency Fee (as defined in the respective Engagement Letters), are hereby approved pursuant to section 328(a) of the Bankruptcy Code. All compensation and reimbursement of expenses payable under the Engagement Letters shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to any other standard of review including, but not limited to, that set forth in section 330 of the Bankruptcy Code.

4. Notwithstanding anything to the contrary in the Application or the Iovieno Declaration, Cadwalader shall not be entitled to reimbursement for fees and expenses in connection with any objection to its fees without further order of the Court.

5. Notwithstanding anything to the contrary herein, Cadwalader may continue to use the services of the Contractors in the ordinary course consistent with its prepetition practices on a group-wide basis. To the extent Cadwalader uses the services of Contractors in these chapter 11 cases and seeks to pass through the fees and/or costs of the Contractors to the Debtors, Cadwalader shall: (a) pass through the fees of such Contractors to the Debtors at the same rate that Cadwalader pays the Contractors; (b) seek reimbursement for the actual costs of the Contractors only; (c) ensure that the Contractors are subject to the same conflict checks as required for Cadwalader; and (d) file with the Court such disclosures required by the Bankruptcy Code, Bankruptcy Rules, Local Rules, order of the Court, and applicable law.

6. In the event either of the Engagement Letters is terminated at any time during these chapter 11 cases, the Debtors shall provide notice to the Court and parties receiving notice of Cadwalader's retention as set forth in the Application.

7. Notwithstanding any provisions to the contrary in the Engagement Letters or any other document, any fee disputes between Cadwalader and the Debtors during the pendency of these chapter 11 cases shall be resolved exclusively by and through the Court.

8. Notwithstanding any provisions to the contrary in the Engagement Letters or any other document, the Engagement Letters shall be governed solely by the Bankruptcy Code, applicable caselaw, and applicable nonbankruptcy law to the extent provided for in the Bankruptcy Code.

9. Cadwalader shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

10. Cadwalader 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, Cadwalader will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

11. To the extent the Application or the Iovieno Declaration is inconsistent with this Order, the terms of this Order shall govern.

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

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

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

15. Pursuant to Local Bankruptcy Rule 2014-1(b)(1), because the Application was filed within 30 days of the commencement of Cadwalader's provision of services to the Debtors postpetition, the Application is deemed contemporaneous.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Order submitted by:

SIDLEY AUSTIN LLP

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and

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*Proposed Attorneys to the Debtors
and Debtors in Possession*

Exhibit B

Iovieno Declaration

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

In re:

HARVEST SHERWOOD FOOD
DISTRIBUTORS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-80109 (SGJ)

(Jointly Administered)

**DECLARATION OF PHILIP J. IOVIENO
IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF CADWALADER,
WICKERSHAM & TAFT LLP AS SPECIAL COUNSEL FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

I, Philip J. Iovieno, hereby declare under penalty of perjury:

1. I am an attorney duly licensed to practice in all the courts of the State of New York and numerous federal jurisdictions. I am a Partner, Co-Chair of the Antitrust Litigation Group of the law firm Cadwalader, Wickersham & Taft LLP ("CWT"). My business address is 200 Liberty Street, New York, NY 10281.

2. I submit this Declaration in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Cadwalader, Wickersham & Taft LLP as Special Counsel for the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief* (the "Application").²

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

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

3. I have personal knowledge of each of the facts stated in this Declaration, except for those facts stated on information and belief and, as to those facts, I am informed and believe them to be true. If called as a witness, I could and would testify as to the matters set forth below based upon my knowledge, except where otherwise indicated below. To the extent that any information disclosed herein requires amendment or modification upon CWT's completion of further analysis or as additional creditor information becomes available to it, a supplemental declaration will be submitted to the Court.

4. I have read the Application. To the best of my knowledge, the statements set forth in the Application are true and correct, including statements made therein regarding CWT's qualifications and compensation structure. Based on my discussions with representatives of the Debtors and my experience in representing clients in similar situations, I believe that the representation of the Debtors will involve the issues and require the services described in the Application. The proposed employment of CWT is not prohibited by or improper under the Bankruptcy Rules. CWT and the professionals it employs are qualified to represent the Debtors in the matter for which the Application proposes to employ CWT.

**CWT'S QUALIFICATIONS, EXPERIENCE, AND
REPRESENTATION OF CERTAIN DEBTORS**

5. CWT is a highly regarded international law firm with offices in New York, Washington, D.C.; Charlotte, NC; Dublin; and London. CWT specializes in, among other things, complex litigation, including high-stakes antitrust litigation.

6. For example, my colleagues and I have represented multiple corporate purchasers in many of the largest antitrust cases in recent history, including among others the *In re LCD Antitrust Litigation*, *In re CRT Antitrust Litigation*, *Capacitors Antitrust Litigation*, and *Keurig Antitrust Litigation*.

7. We have achieved trial verdicts and pre-trial settlements amounting to billions of dollars, including recoveries for opt-out clients many times greater than what they would have received had they stayed in the class.

8. In the area of antitrust, my colleagues and I have received consistent recognition across many industry ratings agencies including Chambers, Legal 500, Lawdragon, and Benchmark which rank the team among the leading antitrust litigations in the country, particularly on the plaintiff side.

9. By engagement letter dated January 18, 2021, certain of the Debtors retained CWT to represent them and their affiliates in connection with their antitrust claims in *In re Broiler Chicken Antitrust Litigation* (the “Chicken Litigation”).

10. By engagement letter dated July 14, 2021, certain of the Debtors retained CWT to represent them and their affiliates in connection with their antitrust claims *In re Pork Antitrust Litigation* (the “Pork Litigation”) and *In re Beef Antitrust Litigation* (the “Beef Litigation”).

11. As of the Petition Date, attorneys at CWT remain actively involved in representing the Debtors in the Chicken Litigation and each of the Pork/Beef Litigations.

12. Each of these actions involve numerous classes and many dozens of large corporate opt-out out plaintiffs seeking billions in alleged damages.

13. All of these cases are mature. The first complaint in the Chicken Litigation was filed in September 2016; the first complaint in the Pork Litigation was filed in June 2018; and the first complaint in the Beef Litigation was filed in April 2019. The first trial in the Pork Litigation (which will involve plaintiffs other than the Debtors) is expected to commence in October 2026. Trial in the Chicken Litigation is scheduled for April 5, 2027.

14. In addition to the Debtors, CWT represents numerous large corporate plaintiffs across the Chicken Litigation and the Pork/Beef Litigations, including the following: BJ's Wholesale Club, Costco Wholesale Corporation, Target Corporation, Quality Supply Chain Co-Op (a Wendy's buying cooperative), McDonald's Corporation, Kraft-Heinz Foods Company, Darden Corporation, Jetto / Restaurant Depot, Gordon Food Service, Inc., Aramark Food and Support Services Group, Inc., Papa John's, and Panda Restaurant Group, among others.

15. I have been selected as co-liaison counsel on behalf of all opt-out plaintiffs in the Chicken Litigation and in the Beef Litigation.

16. Over the years of our representation of the Debtors in the Chicken Litigation and the Pork/Beef Litigations, CWT has taken a very active role in each of these engagements. Most recently, CWT took the lead in opposing and arguing several summary judgment motions in the Pork Litigation, including a motion brought by the largest defendant. The Pork Litigation court denied those motions on March 31, 2025.

17. Through its years' long representation of the Debtors, CWT has procured specialized knowledge and expertise with respect to the Debtors' affairs, assets, and data and has worked closely with the Debtors in the period leading up to the Petition Date with respect to the Debtors' litigation planning and recovery strategy. CWT has familiarity with all of the subject matters of the Chicken, Pork, and Beef Litigations, including with respect to the underlying subject matter, calculation of damages, and overall strategy.

SERVICES TO BE PROVIDED

18. Subject to this Court's approval, and as set forth in the Chicken Engagement Letter and the Pork/Beef Engagement Letter, CWT will represent certain Debtors in connection with any and all matters related to the Chicken Litigation and the Pork/Beef Litigations.

19. The responsibilities of CWT shall be confined to discrete legal matters (the Chicken Litigation and the Pork/Beef Litigations) that are distinct from the matters handled by other professionals retained by the Debtors.

PROFESSIONAL COMPENSATION

20. In accordance with the terms of the Chicken Engagement Letter and the Pork/Beef Engagement Letter, CWT is not charging an hourly rate. Instead, certain of the Debtors have agreed to compensate CWT with a set percentage of the recoveries from the Chicken Litigation and Pork/Beef Litigations, as more fully set forth in the Engagement Letters.

21. As more fully set forth in the Engagement Letters, in the event the Chicken Litigation results in a recovery, 20.0% of certain Debtors' gross recovery is allocated to CWT and is payable upon realization. In the event the Pork/Beef Litigations result in a recovery, 17.0% of certain Debtors' gross recovery is allocated to CWT and is payable upon realization. CWT maintains a co-counsel arrangement with Boies Schiller Flexner LLP ("BSF") for amounts recovered in connection with the Chicken Litigation whereby CWT is obligated to provide a share of CWT's fees received in connection with the Chicken Litigation to BSF; however, BSF is not providing services in connection with the Debtors' claims in the Chicken Litigation.

22. Additionally, CWT has agreed to pay all costs and expenses of the Chicken Litigation and the Pork/Beef Litigations in the first instance, and certain of the Debtors have agreed to reimburse CWT for all costs and expenses that are allocated to them incurred through the date of each settlement or judgment. Specifically, to the extent any costs are attributable exclusively to the Debtors' action, such costs or expenses shall be reimbursed in full from their recovery, and to the extent any costs or expenses are common across CWT's clients in these matters (e.g., costs for jointly retained experts, the hosting of defendants' documents, etc.), a pro rata portion of such

common costs and expenses shall be reimbursed from the Debtors' recovery on a reasonable basis of proportionate allocation.

23. Based on my experience in comparable antitrust cases, the compensation structure reflected in the Chicken Engagement Letter and the Pork/Beef Engagement Letters is consistent with and typical of compensation arrangements entered into by CWT and other comparable law firms that render similar services under similar circumstances.

24. CWT has agreed to submit applications to the Court for compensation and reimbursement in accordance with the provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rule applicable law, and the orders and guidelines of this Court. CWT also intends to make a reasonable effort to comply with the U.S. Trustee Guidelines, both in connection with this Application and any interim and/or final fee applications to be filed by CWT in these Chapter 11 cases. CWT understands that approval of the Compensation Structure will be under section 328(a) of the Bankruptcy Code.

25. CWT will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above.

DISCLOSURES REGARDING CONFLICTS OF INTEREST

26. CWT has received a list of the individuals and entities that may be parties in interest in these chapter 11 cases (collectively, the "Potential Parties in Interest") which is attached hereto as **Schedule 1**. Based on that list, CWT ran a conflicts check against a list of all of CWT's active clients historically, known affiliates of those clients, officers and directors of those clients, if known, and/or principals of those clients, if known. CWT similarly ran a conflicts check against a list of all of CWT's inactive clients over the last three (3) years, known affiliates of those clients, officers and directors of those clients, if known, and/or principals of those clients, if known. Based

on a review of those records, I am not aware of any conflicts with respect to the matters in which the Debtors seek to engage CWT.

27. I do not believe CWT represents or holds any actual conflict of interest (as such terms are used in section 327(c) of the Bankruptcy Code) between CWT or its attorneys and (a) the United States Trustee or any person employed by the Office of the United States Trustee, or (b) any creditors in these cases. To the extent CWT represents certain parties in interest in other matters, the identities of such parties are listed on Schedule 2. I do not believe such representations are adverse to the Debtors or their estates with respect to the Cadwalader Representative Matters. Accordingly, I believe CWT does not hold or represent any interest adverse to the Debtors or their estates within the meaning of Section 327(e) of the Bankruptcy Code.

28. Based on its lengthy history of practice, it is likely that CWT or its attorneys may have professional connections to other attorneys in these cases. CWT does not believe its professional relationships with these parties resulting from prior unrelated engagement affects its qualification to serve as counsel to the Debtors.

29. Consistent with its professional responsibility, CWT has identified known creditors and parties in interest to evaluate potential conflicts of interest and believes that none exist with respect to the matters the Debtors seek to engage CWT.

30. Accordingly, except as set forth herein, and based upon the information available to me, neither I, CWT, nor any partner or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates in the matters upon which CWT is to be employed.

STATEMENT IN ACCORDANCE WITH UST GUIDELINES

31. The following responses are provide din response to the questions set forth in Paragraph D.1 of the UST Guidelines:

- a. **Question:** Did CWT agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement?

Answer: No.

- b. **Question:** Do any of the CWT professionals in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

- c. **Question:** If CWT represented the Debtors in the 12 months prepetition, disclose CWT billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If CWT's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: CWT has represented the Debtors in the past 12 months prepetition. At all relevant times, CWT and the Debtors agreed on a contingency fee and CWT has not billed the Debtors.

- d. **Question:** Have the Debtors approved CWT's prospective budget and staffing plan, and, if so, for what budget period?

Answer: Given that CWT's fees are being paid on a contingency fee basis, the Debtors and CWT have not disclosed a staffing plan.

32. No promises have been received by CWT, or by any partner or associate thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the UST Guidelines, and the relevant local rules.

33. As of the Petition Date, the Debtors did not owe CWT any accrued and unpaid amounts for legal services rendered before the Petition Date.

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

Dated: May 31, 2025

/s/ Philip J. Iovieno

Philip J. Iovieno

Partner

Cadwalader, Wickersham & Taft LLP

Schedule 1

Potential Parties in Interest

Schedule 1(a): Debtors

Harvest Sherwood Food Distributors, Inc.
Cascade Food Brokers, Inc.
Del Mar Acquisition Inc.
Del Mar Holding LLC
Hamilton Meat, LLC
Harvest Meat Company, Inc.
LAMCP Capital, LLC
SFD Acquisition LLC
SFD Company LLC
SFD Transportation Corp.
Sherwood Food Distributors, L.L.C.
Surfliner Holdings, Inc.
Western Boxed Meats Distributors, Inc.

**Schedule 1(b): Current and Former
Directors / Officers**

Jill Frizzley
Tim Pohl
Sanjay Morey
Nael Kassir
Scot French
Shant Babikian
Jay Kvasnicka

**Schedule 1(c): 5% or More Equityholders
& Related Parties**

Del Mar Offshore Partners 2015, L.P.
HPS Investment Partners
Twin Ridge Capital Management
KCK Group

Schedule 1(d): Debtor Professionals

Sidley Austin
Meru
Hilco Global
Epiq

Schedule 1(e): Other Professionals

Ankura
Houlihan Lokey
Cadwalader, Wickersham & Taft

Foley & Lardner
RSM
John Hancock

**Schedule 1(f): Banks / Lenders / UCC
Lien Parties**

BMO Bank NA
BMO Harris Bank NA
County Of Alameda
Employment Development Dept
First-Citizens Bank & Trust Company
Hyg Financial Services Inc
JPMorgan Chase Bank NA
Marlin Leasing Corp
Navistar Financial Corp
Otilia Luna
Performance Food Group Inc
Performance Foodservice Of Southern
California
PNC Bank, NA
San Diego County Treasurer - Tax Collector
Toshiba Financial Services
Transamerica Business Capital Corp
Us Bank Equipment Finance
Wells Fargo Bank NA
Wells Fargo Capital Finance LLC
Wells Fargo Equipment Finance Inc
Wells Fargo Vendor Financial Services LLC
Ohio Department Of Job And Family
Services
State Of Texas

Schedule 1(g): Bank / Lender Advisors

Latham
Huron

Schedule 1(h): Insurance Companies

AIG
Allianz
Allianz Trade - Euler Hermes
Allied World Insurance Company
Amyanta

Arch
Aspen
Aspen American Insurance Company
Axaxl
Axis
Beazley
CFC Underwriting Limited
Core
Everest National
Federal Insurance Company/Chubb
Great American Assurance Company
Great American Insurance Company
Hanover
Hartford Insurance Company Of The
Midwest
Indian Harbor Insurance Company
Ironshore Indemnity Inc.
Ironshore Specialty Insurance
Kiln
Kinsale
Lexington
Lloyds
Lloyds Of London
Mt. Hawley Insurance Company
Munich / Bridegeway
Navigators Insurance Company
Rli Insurance Company
RSUI
Seafax
The North River Insurance Company
Travelers Property Casualty Company Of
America
Twin City Fire Insurance Co.
Westfield Select Insurance Company
Zurich

Schedule 1(i): Landlords

AJSB Properties, LLC
Americold Acquisition, LLC
Cold Summit Dallas 1 Joint Venture LLC
E&A Property Management, LLC
Eunice Properties, LLC
Fed K, Inc.
Gxo Warehouse Company, Inc.
Hp-A Union City, LLC (Master Landlord)
Icon Owner Pool 3 West LLC

K.C. 08, LLC
Lit Gateway Portfolio, LLC / Lit Gateway
21, LLC
Natomas Creek LLC
Penske Logistics LLC (Sublandlord)
Phoenix Santa Fe Partners
Rlif East 2, LLC
San Diego Unified Port District
Sc Usip30P Operating Company LLC
Sc Usip30P Operating Company, LLC
United Clear Energy Group, LLC
Voit Real Estate Services

Schedule 1(j): Litigation Counterparties

1970 Group Inc
Ab Foods LLC
Alex's Deli Inc
Ateeco Inc DbA Mrs Ts Pierogies
Balter Meat Company
Brakebush Brothers Inc
Conagra Foods Sales LLC
Driftless Meats LLC DbA Vande Rose Farms
Premium Iowa Pork LLC & Premium
Minnesota Pork LLC
Elite Imaging Systems
Europena Inc
Freightjoy Logistics Inc
Highland Farms Ltd
Holmes Food Poultry Ltd
Ingenu Inc DbA Qc Poultry
Ire Beef
Jacob Fleishman Sales Inc
Miceli Dairy Products Company
Next Phase Enterprises LLC
Painted Hills Natural Beef Inc
Sabeef LLC
Sandridge Food Corporation
Sc Usip30P Operating Company LLC
Seafarers Inc
Sophie's Choice Inc DbA Sophie's Choice
Pierogi DbA Sophie's Natural Pierogi
Specialty Food Distributors Inc
Superior Foods Company
True West Beef LLC
Viz Cattle Corp
Sprouts

AMICK
CARGILL
CASE
CLAXTON
CLEMENS
FIELDALE
FOSTER
GEORGES
HARRISON
HOR
HORMEL
INDIANA
JBS
KEYSTONE
KOCH
MAR-JAC
MOUNTAIRE
NAT'L BEEF
OK FOODS
PECO
PERDUE
PILGRIMS
SANDERSON
SEABOARD
SIMMONS
SMITHFIELD
TYSON
WAYNE
Ana Iriarte
Christiano Dipasquale
Ebony Todd
Fransisco Vargas
Ligato
Miller

Schedule 1(k): Top 30 Creditors

Burford Capital
National Beef Packing Co.
Tyson Foods, Inc.
Pitman Farms, Inc.
Ab Foods, LLC
Jbs Usa, LLC
True West Beef
Dutch Farms, Inc.
Bar-S Foods Co.
Hormel Foods Sales, LLC

Perdue Farms, Inc.
Indiana Packers Corp.
Butterball, LLC
Southwind Foods, LLC
Viz Cattle Corp.
Coleman Natural Foods
E&E Foods, LLC
American Foods Co.
Pilgrims Pride Corp.
Greater Omaha Packing Co., Inc.
Next Phase Enterprises
Hartley Foods, Inc.
Mountaire Farms, Inc.
Nebraska Beef, Ltd.
Driftless Meats, LLC
Force Of Nature, LLC
Mary Ann Specialty Foods, Inc.
Globetrotter Transportation, Inc.
Koch Foods, Inc.
Cuisine Solutions, Inc.

**Schedule 1(l): U.S. Trustee Office, Region
6 (Dallas)**

Alexandria Hughes
Asher Bublick
C. Marie Goodier
Cheryl H. Wilcoxson
Elizabeth Young
Erin Schmidt
Felicia P. Palos
Fernando Garnica
Kara Croop
Kendra M. Rust
Lisa L. Lambert
Meredyth Kippes
Nancy S. Resnick
Rafay Suchedina
Steven Whitehurst

**Schedule 1(m): Bankruptcy Judges
Northern District of Texas**

Chief Judge Stacey G. C. Jernigan
Judge Edward L. Morris
Judge Mark X. Mullin
Judge Michelle V. Larson
Judge Robert L. Jones

Judge Scott W. Everett

**Schedule 1(n): Taxing / Governmental
Authorities**

AL Dept Of Environmental Management
Alabama Attorney General
Alabama Dept Of Industrial Relations
Alabama Dept Of Labor
Alabama Dept Of Public Health
Alabama Dept Of Revenue
Alabama State Treasury
Alaska Attorney General
Alaska Department Of Revenue
Alaska Dept Of Environmental
Alaska Dept Of Health And Human Services
Alaska Dept Of Labor
Alaska Dept Of Revenue
Alaska Environmental Protection Agency
America Samoa Dept Of Health
American Samoa Attorney General
Ar. Dept Of Finance And Administration
Arizona Attorney General
Arizona Department Of Revenue
Arizona Dept Of Economic Security
Arizona Dept Of Environmental Quality
Arizona Dept Of Health Services
Arizona Dept Of Revenue
Arkansas Attorney General
Arkansas Dept Of Energy & Environment
Arkansas Dept Of Health
Arkansas Dept Of Labor
Arkansas State Auditor
California Air Resources Board
California Attorney General
California Board Of Equalization
California Dept Of Conservation
California Dept Of Healthcare Services
California Dept Of Water Resources
California Environmental Protection
California Franchise Tax Board
California State Controllers Office
California Unemployment Insurance
Centers For Disease Cont. & Prevention
Colorado Attorney General
Colorado Dept Of Labor & Employment
Colorado Dept Of Labor And Employment

Colorado Dept Of Public Health
Colorado Dept Of Revenue
Colorado State Treasury
Commonwealth Healthcare Corporation
Commonwealth Of Puerto Rico Atty
General
Comptroller Of Maryland
Connecticut Attorney General
Connecticut Dept Of Energy
Connecticut Dept Of Labor
Connecticut Dept Of Public Health
Connecticut Dept Of Revenue Services
DC Attorney General
DC Dept Of Employment Services
DC Dept Of Energy And Environment
DC Dept Of Healths Environmental
DC Office Of Tax And Revenue
Delaware Attorney General
Delaware Department Of Finance
Delaware Department Of Justice
Delaware Dept Of Labor
Delaware Division Of Revenue
Delaware Health And Social Services
Department Of Business Services
Department Of State Treasurer
Dept Of Vermont Health Access
District Of Columbia Attorney General
District Of Columbia Dept Of Health
Florida Attorney General
Florida Agency For Health Care Admin
Florida Dept Of Environmental
Florida Dept Of Health
Florida Dept Of Labor
Florida Dept Of Revenue
Florida State Treasury
Ga Dept Of Hr -Offices Of Regulatory
Services
Georgia Attorney General
Georgia Department Of Revenue
Georgia Dept Of Community Health
Georgia Dept Of Labor
Georgia Dept Of Public Health
Georgia Dept Of Revenue
Georgia Environmental Protection Div
Guam Dept Of Labor

Guam Dept Of Public Health & Social
Services
Guam Environmental Protection Agency
Hawaii Attorney General
Hawaii Dept Of Labor & Industrial
Relations
Hawaii Dept Of Taxation
Hawaii State Dept Of Health
Idaho Attorney Generals Office
Idaho Dept Of Environmental Quality
Idaho Dept Of Health And Welfare
Idaho Dept Of Labor
Idaho Dept Of Water Resources
Idaho State Tax Commission
Idaho State Treasurer
Illinois Attorney General
Illinois Dept Of Employment Security
Illinois Dept Of Labor
Illinois Dept Of Public Health
Illinois Dept Of Revenue
Illinois Environmental Protection Agency
Indiana Attorney General
Indiana Dept Of Environmental Mgmt
Indiana Dept Of Labor
Indiana Dept Of Revenue
Indiana Dept Of Workforce Development
Indiana State Dept Of Health
Industrial Commission Of Arizona
Internal Revenue Service Local Office
Iowa Attorney General
Iowa Dept Of Health And Human Services
Iowa Dept Of Revenue
Iowa Division Of Labor
Iowa Workforce Development
Job Service North Dakota
Kansas Attorney General
Kansas Dept Of Health & Environment
Kansas Dept Of Labor
Kansas Dept Of Revenue
Kansas State Treasurer
Kentucky Attorney General
Kentucky Cabinet For Health
Kentucky Dept Of Revenue
Kentucky State Treasurer
Louisiana Attorney General
Louisiana Department Of The Treasury

Louisiana Dept Of Health
Louisiana Dept Of Revenue
Louisiana Workforce Commission
Maine Attorney Generals Office
Maine Dept Of Health And Human Services
Maine Dept Of Labor
Maine Revenue Services
Maine State Treasurer
Maryland Attorney General
Maryland Dept Of Health
Maryland Dept Of Labor
Maryland Dept Of The Environment
Maryland Office Of The Comptroller
Massachusetts Attorney General
Massachusetts Dept Of Labor
Massachusetts Dept Of Revenue
Massachusetts Labor And Workforce
Development
Massachusetts Office Of Health & Human
Michigan Attorney General
Michigan Department Of Treasury
Michigan Dept Of Community Health
Michigan Dept Of Treasury
Minnesota Attorney General
Minnesota Dept Of Health
Minnesota Dept Of Labor & Industry
Minnesota Dept Of Revenue
Minnesota Pollution Control Agency
Minnesota Unemployment Insurance
Mississippi Department Of Revenue
Mississippi Dept Of Employment Security
Mississippi Dept Of Labor
Mississippi Office Of Attorney General
Mississippi State Tax Commission
Missouri Attorney Generals Office
Missouri Dept Of Labor And Industrial
Missouri Dept Of Revenue
Missouri State Dept Of Health And Senior
Services
Missouri State Treasurer
Montana Attorney General
Montana Department Of Revenue
Montana Dept Of Environmental Quality
Montana Dept Of Labor & Industry
Montana Dept Of Labor And Industry
Montana Dept Of Public Health

Montana Dept Of Revenue
N.C. Dept Of Environmental Quality
N.D. Office Of State Tax Commissioner
N.D. Unclaimed Property Division
N.H. Office Of Attorney General
Nebraska Attorney General
Nebraska Dept Of Environmental Quality
Nebraska Dept Of Health And Human
Services
Nebraska Dept Of Labor
Nebraska Dept Of Revenue
Nebraska State Treasurer
Nevada Attorney General
Nevada Dept Of Taxation
Nevada Div Of Public & Behavioral Health
Nevada Office Of Attorney General
Nevada Office Of The Labor Comm
Nevada State Treasurer
New Hampshire Attorney General
New Hampshire Dept Of Health & Human
Services
New Hampshire Dept Of Labor
New Hampshire Dept Of Revenue Admin
New Hampshire Employment Security
New Jersey Attorney General
New Jersey Dept Of Environ. Protection
New Jersey Dept Of Health
New Jersey Dept Of Labor
New Jersey Dept Of The Treasury
New Mexico Attorney General
New Mexico Dept Of Health
New Mexico Dept Of Workforce Solutions
New Mexico Environment Dept
New Mexico Human Services Dept
New Mexico Office Of Attorney General
New Mexico Taxation & Revenue Dept.
New Mexico Taxation And Revenue
New York Attorney General
New York Dept Of Labor
New York Dept. Of Finance
New York Dept. Of Taxation And Finance
New York State Dept Of Health
New York State Dept Of Labor
North Carolina Attorney
North Carolina Attorney General
North Carolina Dept Of Labor

North Carolina Dept Of Revenue
North Carolina State Treasurer
North Dakota Dept Of Health
North Dakota Dept Of Labor
North Dakota Office Of Attorney General
Northern Mariana Islands Attorney General
Ohio Attorney Generals Office
Ohio Dept Of Taxation
Ohio Environmental Protection Agency
Oklahoma Attorney General
Oklahoma Dept Of Environmental Quality
Oklahoma Dept Of Labor
Oklahoma Employment Security
Commission
Oklahoma State Dept Of Health
Oklahoma State Treasurer
Oklahoma Tax Commission
Oregon Attorney General
Oregon Bureau Of Labor & Industries
Oregon Department Of Justice
Oregon Dept Of Environmental Quality
Oregon Dept Of Revenue
Oregon Employment Dept
Oregon Health Authority
Pennsylvania Attorney General
Pennsylvania Dept Of Labor And Industry
Pennsylvania Dept Of Revenue
Pennsylvania State Treasury
Pension Benefit Guaranty Corp
Puerto Rico Dept Of Environment
Puerto Rico Dept Of Health
Rhode Island Attorney General
Rhode Island Dept Of Health
Rhode Island Dept Of Labor & Training
Rhode Island Div Of Taxation
Ri Dept Of Labor And Training
South Carolina Attorney General
South Carolina Dept Of Health
South Carolina Dept Of Labor
South Carolina Dept Of Revenue
South Carolina State Treasury
South Dakota Dept Of Environment
South Dakota Dept Of Health
South Dakota Dept Of Labor & Reg
South Dakota Dept Of Revenue
South Dakota Office Of Attorney General

South Dakota State Treasury
State Of California Department of Labor
State Treasurer Of Iowa
Tennessee Attorney General
Tennessee Dept Of Health
Tennessee Dept Of Labor
Tennessee Dept Of Revenue
Texas Attorney General
Texas Comptroller Of Public Accounts
Texas Dept Of State Health Services
Texas Health And Human Services
Texas Workforce Commission
U.S Virgin Islands Attorney General
U.S. Dept Health & Human Services
U.S. Dept Of State
U.S. Customs And Border Protection
U.S. Department Of Justice
U.S. Environmental Protection Agency
U.S. Equal Employment Opportunity
Comm.
United States Dept Of Labor
United States Treasury
Us Attorneys Office
Us Department Of Labor
Us Virgin Islands Dept Of Health
Utah Attorney General
Utah Dept Of Environmental Quality
Utah Dept Of Health & Human Services
Utah Dept Of Workforce Services
Utah Labor Commission
Utah State Tax Commission
Utah State Treasury
Vermont Attorney General
Vermont Dept Of Health
Vermont Dept Of Labor
Vermont Dept Of Taxes
Virgin Islands Department Of Licensing
Virgin Islands Dept Of Labor
Virginia Attorney General
Virginia Department Of The Treasury
Virginia Dept Of Environmental Quality
Virginia Dept Of Health
Virginia Dept Of Taxation
Virginia Division Of Labor & Industry
Virginia Employment Commission
VT. Dept Of Environmental Conservation

W.V. Office Of Attorney General
Washington Dept Of Labor & Industries
Washington Dept Of Transportation
Washington Employment Security Dept
Washington Office Of Attorney General
Washington State Dept Of Revenue
Washington State Healthcare Authority
West Virginia Attorney General
West Virginia Div. Of Labor
West Virginia Division Of Labor
West Virginia State Tax Dept
West Virginia State Treasurers Office
Wisconsin Attorney General
Wisconsin Dept Of Health Services
Wisconsin Dept Of Revenue
Wisconsin Dept Of Workforce Development
Wisconsin Office Of The State Treasurer
Wv Dept Of Health & Human Resources
Wyoming Attorney General
Wyoming Department Of Workforce
Services
Wyoming Dept Of Environmental Quality
Wyoming Dept Of Health
Wyoming Dept Of Revenue
Wyoming Dept Of Workforce Services
Wyoming State Treasurer

Schedule 1(o): Utilities

Albrecht Inc
Board of Public Utilities
California Water
City of Cleve Div Water
City of Portland
City of Vernon
Cold Summit Development
Detroit Water & Sewerage
DTE Energy
Enbridge Gas Ohio
Energy Harbour
Florida Power & Light
Miami Dade Water & Sew
N.E. Oh Reg Sewer Dist
Northeast Power
Northwest Natural Gas
NRG Business
Orlando Utilities Comm

Pacific Power & Light
Penske Logistics, LLC
Port of San Diego
Rocky Mountain Power
San Diego Gas & Electric
The Illuminating Co
Xcel Energy

Schedule 1(p): Vendors

Tecumseh Poultry LLC
KRAFT HEINZ FOODS CO.
CARGILL MEAT SOLUTIONS CORP.
SFD TRANSPORTATION CORP
SUPERBA GROUP, LLC
MEGA CORP. LOGISTICS, LLC
PREMIUM IOWA PORK, LLC
WAYNE FARMS, LLC
NESTLE USA, INC.
NORMAN W FRIES, INC.
EUROPENA, INC.
HARBOR SEAFOOD, INC.
SEAFOOD SALES & SERVICE, INC.
QUALIMENTOS S DE RL DE CV
SPROUTS FARMERS MARKET, INC.
PAPA CANTELLAS
PREMIER FOODS
ALLIANCE FOODS, INC.
MDS FOODS, INC.
SHERWOOD FOOD DISTRIBUTORS -
CLEVELAND
PHILLY SEAFOOD CO., INC.
SMITHFIELD PACKAGED MEATS
SALES CORP.
CTI FOODS
IRE BEEF SA DE CV
SWAGGERTY SAUSAGE CO.
PEDERSON NATURAL FARMS, INC.
A & R PACKING CO., INC.
CAVINESS BEEF PACKER, LTD.
BLUE SEA PRODUCTS, LLC
TOPCO ASSOCIATES, INC.
BIRD-IN-HAND FARMS, INC.
AZ GEMS, INC.
HOUSE OF RAEFORD FARMS, INC.
WHOLESTONE PRESTAGE

SHERWOOD FOOD DISTRIBUTORS -
CLEVELAND X DOCK
WGMP, INC.
NEBRASKALAND, INC.
RIO STAR FOODS, INC.
GENERAL MILLS, INC.
SMITHFIELD FRESH MEATS SALES
CORP.
BEAVER STREET FISHERIES, INC.
OCEAN BEAUTY SEAFOOD, LLC
JONES DAIRY FARM
BOB EVANS FARMS, INC.
GRUPO GUSI SPR DE RL DE CV
COCA-COLA NORTH AMERICA
BEYOND MEAT, INC.
WELLSHIRE FARMS, LLC
MONARCH TRADING CO., LLC
WESTERN EDGE SEAFOOD, INC.
AFCO
SANDRIDGE FOOD CORP.
NEST BEST EGG CO.
MICHAEL FOODS, INC.
THE HILLSHIRE BRANDS CO.
CONCORD PREMIUM MEATS LTD
ATLANTIC SAPPHIRE USA, LLC
HIGHLAND FARMS, LTD.
JBS CANADA
RANDALL FOODS, INC.
RANTOUL FOODS, LLC
FOSTER FARMS, LLC
HARVEST MEAT CO.
METAFOODS, LLC
PREMIUM MINNESOTA PORK, LLC
ATLANTIC CAPES FISHERIES, INC.
DL LEE & SONS, INC.
RW SAUDER, INC.
PINE RIDGE FARMS, LLC
SPECIALTY FOODS GROUP, LLC
G&C FOOD DISTRIBUTORS &
BROKERS, INC.
CONAGRA FROZEN DIVISION
HUFFMASTER CRISIS RESPONSE, INC
RYDER TRANSPORTATION SERVICES
GERBERS POULTRY, INC.
SMITHFIELD FARMLAND
SANDERSON FARMS, INC.

THOMAS FOODS INTERNATIONAL
WASHINGTON BEEF
CENSEA, INC.
OK FOODS, INC.
PLAINVILLE BRANDS
WESTERN UNITED FISH CO.
CENTRAL VALLEY MEAT CO., INC.
SOUTHEAST DAIRY PROCESSORS,
INC.
BALTER MEAT COMPANY
MAR-JAC POULTRY, INC.
SUNTECK TRANSPORT CO., INC.
ONE WORLD BEEF, LLC
SCOTLYNN USA DIVISION, INC.
ORCA BAY FOODS, LLC
THE LAMB CO-OPERATIVE, INC.
SEAPORT PRODUCTS CORP.
HARVEST MEATS SAN DIEGO - 101
WALNUT CREEK FOODS
HARMONY BEEF CO., LTD.
HILO FISH CO., INC.
JACOB FLEISHMAN SALES
PERFORMANCE FOOD SERVICE
EMPIRE
PREMIER MEAT CO.
SUPERIOR FISH CO.
SABEEF LLC
HARVEST MEATS LA
H&N GROUP, INC.
NORTH AMERICAN BISON
COOPERATIVE, LLC
ALLEN HARIM FOODS, LLC
NORTH AMERICAN REFRIGERATION
OF SOUTH FLORIDA, INC.
DRAPER VALLEY FARMS
BAR-S NORTH LTD. PARTNERSHIP
CS BEEF PACKERS, LLC
GEORGES, INC.
ON-COR FROZEN FOODS, LLC
LES VIANDES DUBRETON INC.
RELIABLE TRANSPORTATION
SOLUTIONS, LLC
BILINSKI SAUSAGE MFG CO.
NATHANS FAMOUS, INC.
CUYAHOGA COUNTY TREASURER
TWO GOOD SONS INC

DAILYS PREMIUM MEATS, INC.
CHOBANI, INC.
IOWA PREMIUM, LLC
NEW DIRECTION FREIGHT INC
CAFE VALLEY, INC.
GALAXY INTERNATIONAL, INC.
LG FOODS, LLC
FELLA GROUP, LLC
EW GROBBEL SONS, INC.
MULBERRY FARMS, INC.
PENSKE TRUCK LEASING CO.
DUTT & WAGNER OF NORTH
CAROLINA, INC.
ALASKAN LEADER SEAFOODS, LLC
SPECIALTY FOOD DISTRIBUTORS,
INC.
CARL BUDDIG & CO.
ALEXS DELI
NIMAN RANCH, INC.
PRIME FOOD SALES, INC.
APPLEGATE FARMS, LLC
FOLEY & LARDNER, LLP
Endeavour Meats USA LLC
BELMONT SAUSAGE COMPANY
PAINTED HILLS NATURAL BEEF
AUSTRALIS AQUACULTURE, LLC
SIMPLEVMS, LLC
AMERICOLD LOGISTICS, LLC
DOUBLE R BRAND FOODS
FRESHPET
SCHWANS BAKERY, INC.
WILLAMETTE VALLEY MEAT CO.
Echo Falls Seafood LLC
ROCA, INC.
KENT QUALITY FOODS
SYM-PAC INTERNATIONAL, INC.
TERRA AUSTRAL SOUTH AMERICA,
LLC
MICHIGAN TURKEY PRODUCERS, LLC
BIL-JAC FOODS, INC.
ICON OWNER POOL 3 WEST, LLC
DAISY BRAND, LLC
STX BEEF CO., LLC
INTEGRITY FOODS, INC.
ARMOUR-ECKRICH MEATS, LLC
RANA MEAL SOLUTIONS

MAPLE LEAF FARMS, INC.
ACE TRAILER REPAIR LLC
DIETZ & WATSON, INC.
RELISH FOODS, INC.
BRE US IND PROPERTIES LLC
HILL MEAT CO.
SEAFARERS, INC.
SIERRA MEAT & SEAFOOD
KELLOGGS CO.
GODSHALLS QUALITY MEATS, INC.
JACOBSON TRANSPORTATION CO.
AA MEAT PRODUCTS, INC.
BRAKEBUSH BROTHERS, INC.
MICHIGAN CONFERENCE OF
TEAMSTERS WELEFARE FUND
PASQUALICHIO BROS INC
ONE STAR GROUP, INC.
DANIELS WESTERN MEAT PACKERS,
INC.
RIGHT CORPORATION
PHILLIPS FOODS, INC.
TAI FOONG USA, INC.
ALPINE FOOD DISTRIBUTING, INC.
DEARBORN SAUSAGE CO., INC.
OPEN RANGE BEEF
ONTARIO INC
SEABOARD FOODS, LLC
LAWRENCE WHOLESALE, LLC
MEYER NATURAL FOODS, LLC
STEAKHOUSE NATURALS, LLC
J & B WHOLESALE DISTRIBUTING,
INC.
E G AYERS DISTRIBUTING, INC.
SQUARE-H BRANDS, INC.
TABLE TALK PIES, INC.
J & J SMOKED MEATS, INC.
THE JACOBSON COMPANIES, INC.
LAND OF FROST, INC.
MRS RESSLERS FOOD PRODUCTS
FPL FOOD, LLC
DIRECT SOURCE SEAFOOD, LLC
KING COLE DUCKS, LTD.
FORDION PACKAGING LTD
RIND INTERNATIONAL TRADING CO.,
INC.
SUNSET MEAT DISTRIBUTORS, INC.

CASE FARMS, LLC
CERELIA BAKERY USA, INC.
INTERSTATE MEAT DISTRIBUTORS,
INC.
FLAGSHIP FOOD GROUP, LLC
DANONE US, LLC
DREYERS GRAND ICE CREAM
FREIGHT FORWARDING GROUP
SOPHIES CHOICE PIEROGI
GARDEN FRESH SALSA, INC.
SIOUX-PREME PACKING CO.
MORRISON MEAT PACKERS
MICELI DAIRY PRODUCTS CO.
LINCOLN PROVISION, INC.
EMERGY INC
BAKE N JOY FOODS, INC.
T MARZETTI COMPANY
LANDES FRESH MEATS, INC.
LEGION LOGISTICS, LLC
RUIZ FOODS
HP HOOD, LLC
COFOODS, INC.
DON PEDROS MEAT
WHITEWAVE FOODS CO.
ALBRECHT, INC.
AMERICICKEN, INC.
BARBEQUE SELECT
CROWN EQUIPMENTS CORP.
JOHNSONVILLE SAUSAGE, LLC
BAY VALLEY FOODS, LLC
PACIFIC SEAFOOD CO.
T SIMMONS AND CO., INC.
BELLISIO FOODS, INC.
OHIO WAGYU BEEF, LLC
HIGHLINER FOODS
WILD WEST EXPRESS, INC.
RESERS FINE FOODS, INC.
WHOLESTONE FARMS, LLC
FGF BRANDS, INC.
SABRA DIPPING CO., LLC
K1 INTERNATIONAL, LLC
DEMKOTA RANCH BEEF
GREAT LAKES SMOKED MEAT, LLC
CONECUH SAUSAGE CO., INC.
BRIGHTON GROUP, LLC
STARFISH, INC.

TROPICANA PRODUCTS, INC.
ATEECO, INC.
TRIDENT SEAFOODS CORP.
FREIGHTJOY LOGISTICS INC
EAST BAY POULTRY, INC.
JOSEPH GALLO FARMS
CURTIS PACKING CO., INC.
CHICAGO PRIME PACKERS, INC.
JENNIE-O TURKEY STORE, INC.
PROTEIN ALLIANCE, INC.
CENTURY FIRE SPRINKLERS, INC.
UNILEVER BESTFOODS NORTH
AMERICA
CONAGRA DAIRY FOODS CO., INC.
RICH PRODUCTS CORP.
Sun Life Assurance Company of Canada
WEST MICHIGAN BEEF CO.
AJSB PROPERTIES, LLC
DEIBERT SEAFOOD
POLKS MEAT PRODUCTS, INC.
R & D MARKETING
GREAT AMERICAN SEAFOOD
IMPORTS, INC.
Priz Foods Inc.
SMITH MEAT PACKING, INC.
PRIME FOODS, INC.
CALCHEF FOODS, LLC
YOSEMITE FOODS INC
FULCHERS SEAFOOD, LLC
SOFINA FOODS, INC.
BUNZL DISTRIBUTION USA, LLC
Universal Contracting Services LLC
4K CATTLE CO LLC
SE MEATS, INC.
CINTAS CORP.
OCEAN EDGE FOODS
QC POULTRY
KC CULINARTE INTERMEDIATE, LLC
OPEN BLUE SEA FARMS INC
NEXT WAVE SEAFOOD, INC.
IMAGESOFT, INC.
LIT GATEWAY PORTFOLIO, LLC
LACTALIS HERITAGE DAIRY
BRUCEPAC
RICHWOOD MEAT CO., INC.
ELIS COMMISSARY

WINDSTREAM
TITUSVILLE DAIRY PRODUCTS CO.
NUTRIFREEZE LLC
DIRUSSOS SAUSAGE, INC.
SAPUTO CHEESE USA, INC.
CREAM CO LLC
ROSINA FOOD PRODUCTS, INC.
ROGER WOOD FOODS
CITY FOODS, INC.
CONSOLIDATED CATFISH
PRODUCERS, LLC
SASA, INC.
LOWER FOODS, INC.
MECHANICAL REFRIGERATION SERV
TRIBECA OVEN, INC.
WILLIAMS SAUSAGE CO., INC.
ABBYLAND PORK PACK INC
FLORIDAS NATURAL GROWERS
TOPCO NIAGRA
CITTERIO USA CORPORATION
INNOVASIAN CUISINE ENTERPRISES
THE JM SMUCKER CO.
ALLIANCE INDUSTRIAL
REFRIGERATION SERVICES, INC.
TW SERVICES, INC.
DANNYS MEAT SERVICE
LACTALIS DELI, INC.
SOUTHEASTERN MEATS
MAPLE LEAF FOODS INC. (PM-PORK)
SUPERIOR FARMS PET PROVISIONS,
LLC
NORTHERN FISH PRODUCTS, INC.
FRESH MARK, INC.
SERV-RITE MEAT CO.
FIA TRADE COMPANY
BLOUNT FINE FOODS CORP.
FOREFRONT GLOBAL LOGISTICS LLC
GUGGISBERG CHEESE, INC.
THE ILLUMINATING CO.
GOURMET FOODS INTERNATIONAL
GOSSNER FOODS, INC.
STONYFIELD FARM, INC.
BANNETON BAKERY
LOW-TEMP REFRIGERATION, INC.
FB PURNELL SAUSAGE CO., INC.
PREMIERE BRANDS MEATS

Flora Food U.S. Inc.
CACIQUE-USA
HILLCREST FOOD SERVICE
CUSTOM CULINARY, INC.
INNOVATIVE SOLUTIONS
HARVEST MEATS SAN DIEGO - 100
CHAMPION FOODS, LLC
CHOICE CANNING CO.
FISHER KING SEAFOODS, LTD.
LAKEVIEW FARMS CHEESE
PRODUCTS, LLC
AMICK FARMS, LLC
CF BURGER CREAMERY
HOLMES FOODS POULTRY, LTD.
L GRANT & SONS, INC.
ORLANDO BAKERY
AMYNTA
OSSIAN SMOKED MEATS CORP.
FLEET CHARGE
ARMOUR SPECIALTY MARKETING
ASHE COUNTY CHEESE CO.
ZIMMERMAN CHEESE, INC.
PERFORMANCE PRINT SOLUTIONS
WESTERN RESERVE PROTEIN GROUP
SCOTLYNN USA DIV
DENMARK SAUSAGE
NORTHWEST HANDLING, INC.
ROYAL MEAT, LLC
KEY FOOD STORES COOPERATIVE
INC.
TOPCO PRESTO PROD, INC.
MIDWAY PROVISION, INC.
GILS BAJA ENTERPRISE
PACIFIC SUSTAINABLE SEAFOOD
ORLANDO UTILITIES COMMISSION
DETROIT SAUSAGE CO., INC.
RESOURCES GLOBAL
PROFESSIONALS
Vendor No Longer Exists
GUIDRYS CATFISH, INC.
DUPONT CHEESE, INC.
Berryfield Bottling LLC
INTEGRITY MARKETING, INC.
EVANS FOOD GROUP, LTD.
WEBSTER CITY CUSTOM MEATS
WICKS KITCHENS

CREEKSTONE FARMS PREMIUM BEEF,
LLC
CP DISTRIBUTION
CARGILL, INC.
VISIONARY FOODS, LLC
ALAMANCE FOODS, INC
ARLA FOODS, INC.
EASTERN FISH CO., LLC
JOHNSONS SMOKEHOUSE
LAKEVIEW FARMS, LLC
SWISS AMERICAN, INC.
STILLMAN MEAT CO.
AURORA PACKING CO., INC.
ANDERSON RANCHES OREGON
LAMB, INC.
GRIDLINE
THE FATHERS TABLE, LLC
B and B POULTRY COMPANY, INC.
RICHARD AND SONS BAKERY
BIERY CHEESE CO.
CAMPOFRIO FOOD GROUP-AMERICA,
INC.
RANCHO FOOD, INC.
KING OCEAN SERVICES LTD.
(CAYMAN ISLANDS), INC.
CITY OF VERNON
CATFISH PROCESSORS LLC
HONEY SMOKED FISH CO.
ENGLEMANS BAKERY
BELGIOIOSO CHEESE, INC.
GORTONS, INC.
BRECKENRIDGE PAPER &
PACKAGING
SIGNATURE BAKERY, LLC
REFRIGIWEAR, INC.
NORTHERN BEEF INDUSTRIES, INC.
A&R PROVISIONS
WESTERN BOXED MEAT, INC.
INTEGRITY MARKETING INC
ROCKY MOUNTAIN PIES, LLC
TOPCO MORGAN FOODS
BRONCO MEAT DISTRIBUTING, LLC
CHARLEY & SONS, INC.
EAGLE EXPRESS, INC.
BEELERS, INC.
WENNER BREAD PRODUCTS, INC.

ZENNERS QUALITY MEAT PRODUCTS,
INC.
NUTRIART SEC
MONOGRAM FOOD SOLUTIONS, LLC
Team USA Body Shops Inc
DELIGHT FOODS, INC.
OCEAN GARDEN PRODUCTS, INC.
J H ROUTH PACKING CO.
ATLANTIC VEAL & LAMB, INC.
KELLYS FOODS, INC.
INTERSTATE FOODS ARKANSAS
EMMI ROTH USA, INC.
HARRIS RANCH BEEF CO.
GOLDEN GATE MEAT COMPANY, INC
INFINITY TRADING LLC
SEA LION INTERNATIONAL, INC.
CATELLI BROTHERS, INC.
PACIFIC WORLD, INC.
WYNNS GRAIN & SPICE
MEEL CORP.
ARETE ADVISORS LLC
NITAL TRADING CO.
PLM TRAILER LEASING, INC.
SSS OF PARMA, LTD.
R W ZANT CO.
QUIRCH FOODS CO.
SLADE GORTON & CO., INC.
Jack Rose Cattle Company
MEREX, INC.
TONYS SMOKEHOUSE AND CANNERY
STAPLES ADVANTAGE
SOUTHERN FOOD BROKERS, INC.
HDS MARKETING, INC.
NORTHERN WIND, INC.
BUTONI FOOD COMPANY
AQUA STAR USA CORP.
DAIRY FARMERS OF AMERICA
TOPCO BAY VALLEY FOODS, LLC
SAVENCIA CHEESE USA, LLC
ELITE IMAGING SYSTEMS, LLC
HONOR FOODS
ANDERSEN MATERIAL HANDLING
MAPLE DONUTS ERIE, LLC
KADYL LOGISTICS, INC.
GLOBAL CONSTRUCTION USA INC
FED K, INC.

OCEAN STAR FOOD, INC.
TOUFAYAN BAKERY OF FLORIDA
THE CHRISTIE COOKIE CO
MARCHO FARMS, INC.
Ammonia Safety Management, Inc
ST HELENS MEAT PACKERS, LTD.
ALOUETTE CHEESE USA, LLC
ROSS MECHANICAL INC
BRANDING IRON HOLDINGS, INC.
HARVEST MEATS NEWARK
KITCHENS SEAFOOD
WAN HUA FOODS, INC.
VISTA FOOD EXCHANGE, INC.
EVERSON SPICE CO., INC.
APJ MEATS, INC.
DALA TRANSPORT, LLC
Lily's Toaster Grills
KING MEAT, INC.
ISALYS, LLC
INDEED, INC.
DFS GOURMET SPECIALTIES
RICELAND FOODS, INC.
NOVAMEX MÉXICO SA DE CV
PELMEN FOODS
WHITE CASTLE FOOD PRODUCTS,
LLC
TITAN PRUDENTIAL SECURITY LLC
IMPOSSIBLE FOODS, INC.
AMERICAS CATCH, INC.
CLEMENS FOOD GROUP, LLC
LACTALIS RETAIL DAIRY, INC.
WELCH EQUIPMENT CO., INC.
BLUE GRASS QUALITY MEATS
DELIZZA, INC.
Shamrock Cartage Inc
PREMIER PROTEINS, LLC
LA PASTA, INC.
PACIFIC POWER & LIGHT
HONEYVILLE, INC.
HORIZON ORGANIC DAIRY, LLC
FLANIGAN TRANSPORT, LLC
ERNST HOTEL SUPPLY
BROTHERS BAKING CO., INC.
JTM FOOD GROUP
HOME STYLE FOODS, LLC

ROCKY MOUNTAIN MECHANICAL,
INC.
CHEESE MERCHANTS OF AMERICA,
LLC
SONSRAY RENTAL & LEASING, INC
SAN DIEGO SEAFOOD
CAROLINA PRIDE FOODS, LLC
TYSON DELI, INC.
TIP TOP POULTRY, INC.
CAROLINA HANDLING, LLC
Trapananda Seafarms LLC
RANDOLPH PACKING CO.
SUNNY MORNING FOODS, INC.
OMEGA SEA, INC.
Mapsys Inc
TOPCO KRUGER
OHIO FOODS, INC.
ARLINGTON VALLEY FARMS
TOPCO LAKESIDE FOODS
MAIN STREET GOURMET
DIESTEL TURKEY RANCH
Topco Seabrook Foods
NATIONAL PALLETS
TRADESOURCE, INC.
BUNGE NORTH AMERICA, INC.
BAYS BAKERY, INC.
MARS WRIGLEY CONFECTIONERY US,
LLC
TRANS-OCEAN PRODUCTS, INC.
ENTREES FINEST, INC.
ZEELAND FARM SERVICES, INC.
ULINE, INC.
NATOMAS CREEK, LLC
RAYS SAUSAGE CO., INC.
MCCAIN FOODS, INC.
QUEEN FOODS
PRODUCTOS REAL
FREMONT BEEF CO.
UNCLE JOHNS PRIDE, LLC
LOUS SAUSAGE, LTD.
HARVEST MEATS DENVER
KRUSE & SON, INC.
THE FREMONT CO.
SCHENK PACKING CO., INC.
LIBERTY MUTUAL INSURANCE
P4 TECHNOLOGIES, LLC

CAMANCHACA, INC.
INVENTU CORPORATION
COMPART FAMILY FARMS
SUPERIOR PROTECTION SERVICES
GREAT LAKES LANDSCAPING, INC.
JOHN HOFMEISTER & SON, INC.
CLEVELAND FISH AND SEAFOOD,
LLC
VIKING SHIP
GREEN MILE LLC
TOPCO SHEARERS PERHAM
TOPCO ARMOUR ECKRICH
CORN MAIDEN FOODS, INC.
HARRISON POULTRY, INC.
HEMPLER FOODS GROUP, LLC
BRISTOL FARMS
CHEF MERITO, INC.
RHODES INT
HARVEST MEATS DALLAS
SHINING OCEAN, INC.
SHI INTERNATIONAL CORP.
SPECIALTY BAKERS, LLC
Sherwood Food Distributors Atlanta
Moontail LLC
OASIS SEAFOOD
HERMANN PICKLE CO.
SEATTLE EGG ROLL CORP.
CULVER DUCK FARMS
SVITLA SYSTEMS, INC.
Mamitas Provisions LLC
MARDER TRAWLING, INC.
BIG DADDY FOODS, INC.
SILVER STAR MEATS, INC.
BEL BRANDS USA, INC.
KARI-OUT CO.
CONAGRA FOODS, INC.
ORGANIC VALLEY
KB FOODS LLC
HALAL PRIDE FOOD DISTRIBUTION
Bumble Bee Foods LLC
TOPCO PALERMO
TK SERVICES, INC.
QUALITY LIFT TRUCKS
JIMMYS COOKIES, LLC
COMPANION BAKING CO.
BONMAN DISTRIBUTORS

RAYMOND HANDLING SOLUTIONS,
INC.
FINGER FOOD PRODUCTS, INC.
LAND-O-LAKES, INC.
BEST CHOICE MEATS, INC.
DIESEL DIRECT WEST
ELEVATION FOODS, LLC
FRESHERIZED FOODS
DOT FOODS, INC.
AC LEGG, INC.
TOPCO RED GOLD, LLC
THE GOODYEAR TIRE & RUBBER CO.
MIES WHOLESALE MEATS, INC.
AJC INTERNATIONAL NA
PARK AVENUE MUFFIN, INC.
GL MEZZETTA, INC.
SUNNYVALE SEAFOOD CORP.
VL CONSULTING DWC-, LLC
TOPCO BURNETTE FOODS
THE IT SUPPORT CENTER, LLC
VALLEY BEEF, INC.
BADIA SPICES, INC.
LUCKY INTERNATIONAL TRADING
AT&T
TOPCO PEACE RIVER CITRUS
PRODUCTS
SPARTANBURG MEAT PROCESSING
CO., INC.
CKF FOODS, INC.
ZARATES FOOD, INC.
TOPCO SOVENA
SYNERGY LOGISTICS, LLC
COLORADO PREMIUM FOODS
TOTAL QUALITY LOGISTICS, INC.
INTEGRITY EXPRESS LOGISTICS, LLC
LUNDS FISHERIES, INC.
COOPER FARMS PROCESSING
TOPCO LASSONDE PAPPAS
FRESH FOODS CORP. OF AMERICA
UNITED DAIRY FARMERS, INC.
BUDDIES FOODS, LLC
DENMARK FOODS
TOPCO TONY DOWNS
APEX ELECTRIC
VERIZON COMMUNICATIONS, INC.
MRS STRATTONS SALADS, INC.

BILL KNAPPS, LLC
WEST COAST TRUCK SERVICE
COOPER FARMS COOKED MEATS
SIMNSA HEALTH PLAN
GIVE & GO PREPARED FOODS CORP.
SCHREIBER FOODS, INC.
COAST PACKING CO.
FOOD DEPOT
TOPCO PACIFIC COAST
TBF SALES, INC.
CRONY BODY WORKS, INC.
PERMACOLD ENGINEERING, INC.
WALONG MARKETING, INC.
ORIGINAL BAGEL CO.
CASTLE IMPORTING INC
T-MOBILE
Perfect Pasta Inc.
TOPCO CAMERONS COFFEE
MARBURGER FARM DAIRY, INC.
DURASERV CORP
JACKSON and NORVO ENTERPRISES,
LLC
SPRING HILL MEATS
GLOBAL FOOD PRODUCTS, LTD.
BORNSTEIN SEAFOODS, INC.
MDS INDUSTRIAL RACKING
ST WAREHOUSING, INC.
CASTILLO BROTHERS ENTERPRISES
ILTACO FOODS
XLNT FOODS CORP.
REPUBLIC SERVICES, INC.
BENSONS, INC.
D & L MEAT CO.
BARNEYS BAKERY, INC.
FRANZ FAMILY BAKERIES
GOLDEN COUNTRY ORIENTAL FOODS
LARAS MEATS, INC.
SA PIAZZA & ASSOC.
STERLING INFOSYSTEMS INC
FIE USA LLC
A & F EXPORTS, INC.
NAVEX GLOBAL, INC.
CHOPTANK TRANSPORT, INC.
ALLEN LUND CO., LLC
LIPARI FOODS OPERATING CO., LLC

TOPCO HUHTAMAKI RETAIL BUS
UNIT
Cannonball Express Transportation LLC
SNIDER FLEET SOLUTIONS
SNOWVILLE CREAMERY, LLC
BAKERLY, INC.
DEL REAL FOODS, LLC
AQUA GULF TRANSPORT, INC
ALVARADO STREET BAKERY
DITSCH USA, LLC
Warner Telecommunication
MIKE ALLEN TRANSPORT
GORDON & REES LLP
PEAK FOODS, LLC
KINGS PASTRY
QUAIL INTERNATIONAL, INC.
TOPCO RYDER
LAWRENCE FOODS INC.
OMNITRACS, LLC
DSN GROUP, INC.
GONNELLA FROZEN PRODUCTS LLC
LOUIS FOODS, INC.
KENKO SEAFOODS INC
TOPCO OK FOODS
CARLTON PACKING CO.
RL ZEIGLER CO., INC.
JEM ENGINEERING, INC.
BAY AREA TRANSPORT REFRIGERATI
ENGRO FOODS
ANTONINAS GLUTEN FREE BAKERY
WERNER GOURMET MEAT SNACKS,
INC.
COUNTRY COMFORT FOOD
TOPCO GILSTER MARY LEE CORP.
MIDWEST INDEPENDENT RETAILERS
TOPCO FOSTER POULTRY FARMS
FIRE-TECH, INC.
DOLE PACKAGED FOODS
NORTH ATLANTIC, INC.
ARIZONA BEVERAGES USA, LLC
MOBILE MODULAR
HYG FINANCIAL SERVICES ,INC.
SUTTONS TIRE AND CHAIN
TW SERVICES INC
BANZAI SUSHI
OLD ORCHARD BRANDS, LLC

THE HOME DEPOT
FIELDSTONE MEATS OF ALABAMA,
INC.
STERLING MOBILE SERVICE, INC.
NIPPON SHOKKEN USA, INC.
KASIAS DELI, INC.
EL CAMPESTRE, INC.
FARMLAND FOODS, INC.
NORTH COUNTRY SMOKEHOUSE
Fortified International LLC
VIENNA BEEF, LTD.
JT SITE SERVICES, INC
ATALANTA CORP.
PANAPESCA USA CORP., LLC
HAMILTON MEAT & PROVISION
PRECISION LIFT GATE, INC.
PLS LOGISTICS SERVICES, INC.
KEHE DISTRIBUTORS
MCKAY'S MARKETS INC
GEEK TOWN USA
Bravo Supermarket
Anthony AND Sons Italian Bakery Inc
SUNSWEET GROWERS, INC.
JIMENEZ DISTRIBUTORS, INC.
TAYLOR FARMS NORTHWEST, LLC
MACDONALD MEAT CO., LLC
B & R SUPERMARKET, INC.
MCCANDLESS IDEALEASE, LLC
BUONA VITA, INC.
N.J. MALIN & ASSOCIATES, LLC
CONTINENTAL CARBONIC
PRODUCTS, INC.
CARAVAN TRAILER, LLC
PEPPERIDGE FARM FROZEN CO.
JJ KELLER & ASSOCIATES, INC.
GEORGE DELALLO CO., INC.
MCDERMOTT WILL AND EMERY, LLP
BERNER NATURAL CHEESE CO., LLC
NICHE BAKERS (USA) CORP.
TPC FOOD SERVICE
PERISHABLE DISTRIBUTORS OF IOWA
DATASITE LLC
TOPCO OLD FASHIONED
BINDI NORTH AMERICA, INC.
ON A ROLL TRUCKING, INC.
NORTHWESTERN MEAT, INC.

BARGAINXCHANGE, INC.
GRECIAN DELIGHT, INC.
ASTURI FINE FOODS NE, LLC
EXECU-SYS, LTD.
BOARD OF PUBLIC UTILITIES
PATRICK KRUGER
CAL PACIFIC TRUCK CENTER
PIGGLY WIGGLY
SMITH PROVISION CO., INC.
ARCTIC LOGISTICS LLC
TRI-CHEM CORPORATION
TOPCO ADIRONDACK
NEWPORT MEAT SOUTHERN CALI
CENTERLINE DRIVERS, LLC
AAR INVESTMENT GROUP, INC
HARRY C LOBALZO & SONS, INC.
MINERVA DAIRY, INC.
POWER PLAY DISTRIBUTORS
ONESTREAM SOFTWARE, LLC
CULVER DUCK FARMS, INC
MIDWEST PREMIER FOODS, LLC
PACIFIC TRAIL LOGISTICS, LLC
OLD TRAPPER SMOKED PRODUCTS,
INC.

Schedule 1(r): Customers

SPROUTS FARMERS MARKET
MARC'S GLASSMAN INC
SPROUTS FARMERS MARKET-
BILLING
ALBRECHT,F.W. GROCERY CO
CARNIVAL CRUISE LINES- BILLING
NORWEGIAN CRUISE LINE CORP HQ
B. CASARES MEATS
KEY FOOD STORES COOPERATIVE
INC
RAY'S FOOD PLACE - C & K MARKETS
C & S
DISCOUNT DRUG MART
KROGER CO RASC
H.E.B GROCERY COMPANY L.P
PRINCESS CRUISES
PREMIER FOODS, INC.
HONEY BAKED HAM BILLING
HARVEST MEAT COMPANY, INC.
DAWSO CORPORATION

BRISTOL FARMS
DESERET MEAT
THREE BEARS
HOLLAND AMERICA LINE
ZARATE'S FOODS, INC.
JTM CORPORATION
HEINEN'S GROCERY STORE
DAVE'S SUPERMARKET INC
BUTCHER BLOCK
COSTCO
E.G. PRIME FOODS INC
ESPINOZA BROTHERS FOOD DIST.
SHERM'S THUNDERBIRD MARKET
PORTLAND QUALITY MEATS, INC
CARNIVAL CRUISE LINES- BILLING
EL SUPER / BODEGA LATINA CORP.
ADESA INTERNATIONAL
SHERWOOD FOODS-DETROIT
BRADLEY M WAGNER
ROCKER BROTHERS MEAT
THE HONEY BAKED HAM COMPANY
ALL AMERICAN QUALITY FOODS INC
LYNN BEEF
ROTH FOOD CENTER
NORTHGATE GONZALEZ MARKETS
LA VENADITA MEAT MARKET
US QUALITY MEATS LLC
TAPIA BROS. CO.
SUPERMERCADOS MORELOS
WALL STREET MARKETS
LUNARDI'S SUPERMARKET, INC.
FORTUNE COMMERCIAL CORP
WGMP INC. DBA KBBQ MEAT CO
MI PUEBLO LATIN MARKET INC
GRAND BK, CORP
C & S WHOLESALE - BILLING
OASIS SEAFOOD, INC.
GRUPO RAMOS
MAASS CORPORATION SPC
CAPTAIN JAYS
BAKER FOODS INC- PIGGLY WIGGLY
DOS AMIGOS MEATS, INC.
COMERCIALIZADORA RESHER SA DE
CV
SHERWOOD FOODS-CLEVELAND
PAYLESS SUPERMARKETS

CARNICERIA LEONELA, INC.
HAC INC
G & B WHOLESALE FOODS, INC.
BRAVO SUPERMARKET
NEW AGE DISTRIBUTION, LLC.
DOS AMIGOS MEATS
CASH WA DISTRIBUTING COMPANY
JUNGLE JIMS INTL MKT MEAT
WESTERN BOXED MEAT
TEXAS MEAT PACKERS, LLC
EASTSIDE MEAT CO
CARNICERIA LA MIA
KISSIMMEE MEAT & PRODUCE
TACOS EL GORDO/H ST.
SHAMROCK FOODS/DENVER
CALL GROCERY, INC.
HARTLEY FOODS
MANNA FOODS
YES WHOLESALE, INC.

DEL GOLFO FOODS
BUCKHEAD MEAT & SEAFOOD OF OHI
CANYON WHOLESALE
RIO BRAVO DISTRIBUTION LLC.
SHEMRAN, INC.
LA BODEGA MEAT, INC.
THE NORTH WEST CO
(INTERNATIONAL) INC
EMERSON DISTRIBUTING - CHILL
WAYFIELD- BILLING
TRIPLE "A" MEAT SALES
HARVEST MEAT - CORPORATE
FOOD LION WAREHOUSE BILLING
BIZZ TRADING, INC.
H MART WEST, INC.
LA BLANQUITA TORTILLERIA
FOGLES INC (BILLING)
PASTRYS- EPICUREAN FINE FOODS
ALBRIGHT'S ONE STOP - MEAT

Schedule 2

Hanover
AIG
SHERWOOD FOOD
DISTRIBUTORS - CLEVELAND
Sherwood Food Distributors, L.L.C.
Axis
Costco
First-Citizens Bank & Trust Company
HARVEST MEAT COMPANY,
INC.
HARVEST MEATS NEWARK
HARVEST MEATS SAN DIEGO -101
Houlihan Lokey
HPS Investment Partners
LEGION LOGISTICS, LLC
Lloyds
PNC Bank, NA
Allianz
AMYNTA
Aspen
BMO Bank NA

CINTAS CORP.
Del Mar Holding LLC
DREYERS GRAND ICE CREAM
Harvest Meat Company, Inc.
HARVEST MEATS SAN DIEGO -101
Harvest Sherwood Food Distributors, Inc.
IMPOSSIBLE FOODS, INC.
Jpmorgan Chase Bank NA
KOCH
Lexington
NESTLE USA, INC.
SANDERSON
SANDERSON FARMS, INC.
"Sun Life Assurance Company of
Canada"
Transamerica Business Capital Corp
United States Treasury
Wells Fargo Bank NA
WESTERN BOXED MEAT, INC.
Zurich

Exhibit C

Kaup Declaration

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

In re:

HARVEST SHERWOOD FOOD
DISTRIBUTORS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-80109 (SGJ)

(Jointly Administered)

**DECLARATION OF ERIC KAUP IN
SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF CADWALADER,
WICKERSHAM & TAFT LLP AS SPECIAL COUNSEL FOR THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

I, Eric Kaup, pursuant to section 1746 of title 28 of the United States Code hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Restructuring Officer of the Debtors. I submit this declaration in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Cadwalader, Wickersham & Taft LLP as Special Counsel for the Debtors, Effective as of the Petition Date, and (II) Granting Related Relief* (the "Application").² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

2. The Debtors recognize that a comprehensive process is necessary when selecting and managing counsel. To that end, the review process utilized by the Debtors here assessed

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

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

potential counsel based on their expertise in the relevant legal issues, their experience, and credentials. The Debtors retained Cadwalader, Wickersham & Taft LLP (“Cadwalader”) as Special Counsel because of, among other factors, Cadwalader’s extensive expertise and knowledge in complex antitrust and price fixing litigation. I believe that Cadwalader is well-qualified to represent the Debtors in an efficient and expert manner.

3. In my capacity as Chief Restructuring Officer, I will supervise Cadwalader’s engagement during these chapter 11 cases. The Compensation Structure agreed to between the Debtors and Cadwalader is reasonable under the circumstances and typical of similar engagements in similar circumstances. Further, the Compensation Structure was negotiated and agreed to when the Debtors first engaged Cadwalader in 2021, and is particularly appropriate in these chapter 11 cases in light of the Debtors’ current liquidity position.

4. The engagement of Cadwalader as Special Counsel is necessary and appropriate in these chapter 11 cases as Cadwalader’s historical involvement in and knowledge of the Chicken Litigation and the Pork/Beef Litigation uniquely positions Cadwalader to be best able to realize significant value to the Debtors’ estates through the prosecution of such claims.

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

Dated: May 31, 2025
Dallas, Texas

/s/ Eric Kaup

Name: Eric Kaup

Title: Chief Restructuring Officer

Exhibit D

Chicken Engagement Letter

C A D W A L A D E R

Cadwalader, Wickersham & Taft LLP
200 Liberty Street, New York, NY 10281
Tel +1 212 504 6000 Fax +1 212 504 6666
www.cadwalader.com

January 18, 2021

VIA ELECTRONIC MAIL

Sara Gangel
General Counsel
Harvest Sherwood Food Distributors, Inc.
12499 Evergreen
Detroit, Michigan 48228

Re: Engagement Letter

Dear Ms. Gangel:

This will confirm that Sherwood Food Distributors, L.L.C. and Harvest Meat Company, Inc. (“you” or the “Clients”, and each individually, a “Client”) each agree to retain Cadwalader, Wickersham & Taft LLP (the “Firm”) to represent Clients and their affiliates in connection with the company’s claims in *In re Broiler Chicken Antitrust Litigation* (the “Litigation” or the “Engagement”). You agree and understand that the Firm’s responsibilities for the Engagement will commence only upon the execution of this Engagement Letter.

The Firm is not being retained for any other matter or litigation. The Firm is being retained only by the Clients and not individually by any director, officer, employee, parent, subsidiary, or affiliate of the Clients. The terms of this Engagement Letter may only be amended pursuant to a further written document signed by both the Clients and the Firm.

Billing Matters

Each Client agrees to pay the Firm a fee equal to twenty percent (20%) of the gross sum recovered by the Firm on behalf of that Client, respectively, by settlement or judgment, before deduction of any costs or disbursements (the “Contingency Fee”) (which will be divided between the Firm and Boies Schiller Flexner LLP as agreed to between the Firm and Boies Schiller Flexner LLP). For the avoidance of doubt, the Clients’ total Contingency Fee obligation in connection with the Litigation continues to be twenty percent (20%). The “gross sum recovered” means all monetary or non-monetary benefits received through any settlement, judgment, or agreement, including any attorney’s fees awarded by the court or arbitration panel. The Clients acknowledge and agree that the Contingency Fee is reasonable in relation to the services to be provided for this Engagement. The Contingency Fee does not cover representation of the Clients against any counterclaim or cross-complaint, or related action. Separate financial arrangements would be required for the handling of those matters. The Clients authorize the Firm to require that any check received pursuant to settlement or judgment be made payable jointly to the

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Client(s) and the Firm, and the Client(s) agree that after endorsing the check, it will allow the Firm to cash the same and make payment to the Clients of that Client's portion of the recovery.

If the Litigation is settled, in whole or in part, by the Clients' receipt of anything of value other than cash, the Firm shall be entitled to receive, at its option, payment in cash of the applicable contingent percentage set forth above of (i) the present value of any noncash consideration plus (ii) any cash received upon settlement. The Clients are advised that each may seek the advice of an independent lawyer of the Client's choice regarding this arrangement, and the Clients acknowledge that they have had a reasonable opportunity to do so.

The Firm agrees to pay all costs and expenses of the Litigation. The Firm shall be entitled to obtain payment and reimbursement of all expenses and costs incurred through the date of each settlement or judgment from the settlement or judgment. The basis for calculating the costs and expenses to be reimbursed from the Client's recovery shall be as follows: (a) to the extent any costs or expenses are attributable exclusively to the Client's action, they shall be reimbursed in full from the Client's recovery; and (b) to the extent any costs or expenses are common across the Firm's clients in this matter, a pro rata portion of such common costs and expenses shall be reimbursed from the Client's recovery on a reasonable basis of proportionate allocation. If there is no recovery, the Clients shall not be responsible for costs or expenses. Each Client's recovery shall be divided as follows: the contingency fee set forth above shall be paid to the Firm as their attorneys' fees first. Then, total expenses and costs expended to date by the Firm will be reimbursed from the remaining gross sum recovered. The remainder shall be paid to Client.

Joint Representation

We have advised you that the Firm currently represents other clients as plaintiffs in the Litigation. An undertaking by a lawyer to represent more than one client in the same matter is called a "joint representation." The applicable rules of professional responsibility permit the representation of more than one client in the same matter provided that, among other things, the lawyer reasonably believes that he or she can adequately represent each client's interests competently and diligently and each client provides informed consent in writing to the joint representation. Joint representation is, of course, not mandatory in this matter, and you have the right to retain an attorney other than the Firm as your counsel.

We believe, based on the information furnished to us, that the clients who have retained the firm in this matter share a common interest with respect to the Engagement. Based upon the information provided to us about the facts of this matter, there does not appear to be an actual conflict among the clients. It is possible, however, that, in the future, your goals, objectives and interests in the Engagement might change and become different from that of the other clients. This creates a potential conflict of interest in the Firm's representation of the clients now, and may create an actual conflict of interest in the future. You are entitled to counsel who does not face either a potential or actual conflict of interest. Should you wish to retain the Firm, you agree to waive any potential and/or actual conflict of interest which arises from our Firm's joint representation of the other clients.

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Although we are not currently aware of any actual or reasonably foreseeable adverse effects of joint representation, it is possible that issues may arise in which our representation of you may be materially limited by our representation of the other clients. If such circumstances arise, the Firm will evaluate whether continued joint representation is appropriate, as discussed below.

We understand that no client objects to the Firm representing the other clients in the Engagement and that, to the extent that any potential conflict may exist or appear to exist, each client waives any such conflict. Based on the information provided to us by you, and your expressed desire for joint representation, we have concluded that the Firm may appropriately represent the clients in this matter at this time. If at any time you have any concerns about the appropriateness of continued joint representation, you should let us know immediately so that we can reevaluate the Firm's continuing joint representation the clients. If we become aware of any such circumstances, we will do the same.

In the event that joint representation is no longer appropriate in the Firm's determination, including because of any adversity, dispute, conflict, or differing interests among the clients, you agree that the Firm may withdraw from representing any of the clients, including you, and may continue to represent the other clients in the Engagement. In such scenario, you agree not to move to disqualify the Firm from continuing to represent the other client(s) in any action related to the Engagement.

You also understand that if the Firm were to represent any client alone in the Engagement, it would not be able to share the information provided by the client with anyone except as provided by law. However, when a law firm represents multiple clients in a single matter, there is no privilege which may be asserted as between the clients. You understand, therefore, that the Firm may elect, as it deems appropriate, to share information provided by you with the other clients; but you further understand that the Firm may not necessarily share with you all of the information it receives from any other client. You agree that, should the Firm be discharged by you or should the Firm withdraw from representing you under any of the circumstances described above, any information previously acquired by the Firm from you may be utilized by the Firm in furtherance of its continued representation of the other clients in the Engagement. Provided however, notwithstanding anything to the contrary (or that can be construed to the contrary) in this Agreement, the Firm agrees not to disclose to any of its other clients any financial statements and/or proprietary information of a Client under this Agreement unless such disclosure is required: (i) by the Court in the Litigation; or (ii) by the Firm, because in the Firm's professional judgment, (x) such disclosure will be in the best interests of the case of the Client under this Agreement in the Litigation, and (y) if such disclosure will be in pleadings or other filed documents available to the public, in the Firm's professional judgment a protective order to maintain the confidentiality of such information from everyone other than the defendants in the case in the Litigation cannot reasonably be obtained. Except as specifically permitted in subsections (i) and (ii) herein, any disclosure of a Client's financial statements and/or proprietary information to other clients of the Firm may only be made with the Client's

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prior written consent.

Of course, the Firm expects you to provide us with whatever information the Firm needs to represent you.

You signature below confirms that you have been given the option to consult with independent counsel and adequate time to do so, and further confirms that you waive any actual and/or potential conflicts of interest raised by the Firm's joint representation in this matter.

No Guarantees

The Clients hereby acknowledge that the Firm has made no guarantees regarding the outcome of this Engagement and that all statements regarding the outcome of this Engagement are expressions of opinion.

Arbitration

In the unlikely event that a dispute arises between the Clients and the Firm arising from or relating to the Engagement, the parties agree that such dispute shall be finally settled by binding, confidential arbitration under the JAMS Comprehensive Arbitration Rules and Procedures in force at the time such arbitration is commenced; provided, however, in the event that a dispute arises between the parties in connection with the Engagement relating to our fees involving a sum between \$1,000 and \$50,000, as an alternative to the arbitration provided for above you may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Arbitration is an alternative to judicial resolution of disputes, and is conducted by a trained neutral that will decide the dispute and issue a binding decision. Under this arbitration agreement, you are waiving your right to file a claim against the Firm in a court of law. With limited exceptions, there is no appeal from the decision of an arbitrator.

Conflicts of Interest and Waiver

We have explained and you have agreed that as a result of the types of clients the Firm advises and the types of engagements in which we are involved, we may be requested during the Engagement to act for other persons on matters which are not substantially related to the Engagement, where the interests of the other persons, and the Firm's representation of them, may be adverse to the Client(s), including adversity in litigation. In addition, because of the persons and entities that could be related to the Engagement, and the nature of the Firm's practice, during the course of the Firm's representation of the clients, the Firm may represent some of those persons and entities in matters other than the Engagement. In such circumstances, the Firm would, of course, not be relieved of any obligation we may have to retain in confidence any confidential information obtained from the Clients and to refrain from using or disclosing such information in connection with any other representation we may undertake.

C A D W A L A D E R

You agree that our representation in this matter will not be asserted by you as an actual or potential conflict should we represent any party in a matter adverse to you which is unrelated to this Engagement or if the Firm represents a person or entity related to this Engagement in a matter unrelated to the Engagement.

You should consult with separate counsel about the conflict issues raised above. Your signature below confirms that you have been given adequate time to consult with counsel, that you waive any and all potential and actual conflicts to the extent permitted by applicable law, and that you agree not to seek our disqualification in any matter based upon such representation.

Termination

You may terminate this Engagement, and we may terminate this Engagement, at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If either party should terminate this Agreement, it is agreed that if there subsequently should be a recovery from any of the defendants sued in the Litigation, Clients shall, upon receipt of such recovery, promptly notify the Firm of such recovery and shall remit to the Firm such portion of the Contingency Fee that Clients and the Firm reasonably and in good faith agree upon, taking into consideration, *inter alia*, the stage of the litigation at which the termination occurred, the value of the time expended by the Firm and the risk undertaken by the Firm prior to the termination. In the unlikely event of a dispute among the parties arising out of or relating to this provision of the Agreement, the dispute will be submitted to binding arbitration before a sole arbitrator in New York City under JAMS Comprehensive Arbitration Rules and Procedures.

If, upon termination, you wish to have documents delivered to you, please advise us. For various reasons, including the minimization of unnecessary storage expenses, the Firm reserves the right to destroy or otherwise dispose of any documents retained by us unless you specifically, and in writing, advise us otherwise.

Indemnity

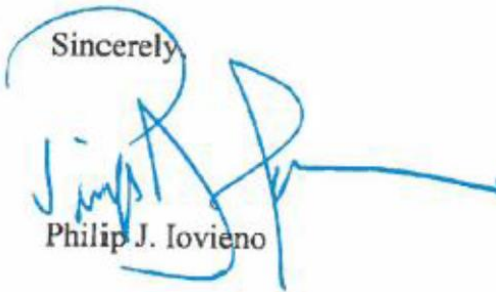
Clients will indemnify and hold harmless the Firm and its partners, affiliates, principals, associates and employees (collectively, the "Indemnified Person") from and against any claims, damages, liabilities, losses or costs, (including without limitation reasonable attorneys' fees and other costs and expenses of defense) relating to a claim or suit by a third party against the Firm or any liabilities or judgments based thereon, either arising from this Agreement or the Firm's performance of services for a Client under this Agreement, (collectively, "Losses"), except to the extent of any Losses that: (a) are not attributable to the negligence or wrongful act of a Client under this Agreement; and (b) are attributable to the Firm's: (i) negligent or wrongful acts or omissions, reckless misconduct or intentional misconduct; (ii) failure to comply with the terms of this Agreement; (iii) failure to comply with applicable court rules, governmental or legal requirements; (iv) breach of a contractual or fiduciary obligation owed to a third party; and/or (v) misappropriation of trade secrets.

C A D W A L A D E R

In any third party action for which a Client under this Agreement is liable under this Section as set forth above, Clients will advance and reimburse each Indemnified Person for the Losses suffered as they are incurred in connection with investigating, preparing, pursuing, or defending such third party action, claim, suit investigation or proceeding that is pending or threatened against any Indemnified Person or to which such Indemnified Person is a party.

If the terms of this Engagement are agreeable to you please so indicate by signing below and returning this letter to me at Cadwalader, Wickersham & Taft LLP, 200 Liberty Street, New York, NY 10281.

We are pleased to represent you and look forward to working together on this matter.

Sincerely,

Philip J. Iovieno

The foregoing is acknowledged, accepted and agreed to as of the 20 day of January 2021.

By: Dan Sm

Exhibit E

Pork/Beef Engagement Letter

C A D W A L A D E R

Cadwalader, Wickersham & Taft LLP
200 Liberty Street, New York, NY 10281
Tel +1 212 504 6000 Fax +1 212 504 6666
www.cadwalader.com

July 14, 2021

VIA ELECTRONIC MAIL

Sara Gangel
General Counsel
Harvest Sherwood Food Distributors, Inc.
12499 Evergreen
Detroit, Michigan 48228

Re: Engagement Letter

Dear Ms. Gangel:

This will confirm that Sherwood Food Distributors, L.L.C. and Harvest Meat Company, Inc. (“you” or the “Clients”, and each individually, a “Client”) each agree to retain Cadwalader, Wickersham & Taft LLP (the “Firm”) to represent Clients and their affiliates in connection with the company’s claims in *In re Pork Antitrust Litigation* and *In re Beef Antitrust Litigation* (the “Litigations” or the “Engagement”). You agree and understand that the Firm’s responsibilities for the Engagement will commence only upon the execution of this Engagement Letter.

The Firm is not being retained for any other matter or litigation through this Engagement Letter. The Firm is being retained only by the Clients and not individually by any director, officer, employee, parent, subsidiary, or affiliate of the Clients. The terms of this Engagement Letter may only be amended pursuant to a further written document signed by both the Clients and the Firm.

Billing Matters

Each Client agrees to pay the Firm a fee equal to seventeen percent (17%) of the gross sum recovered by the Firm on behalf of that Client, respectively, by settlement or judgment, before deduction of any costs or disbursements (the “Contingency Fee”). The “gross sum recovered” means all monetary or non-monetary benefits received through any settlement, judgment, or agreement, including any attorney’s fees awarded by the court or arbitration panel. The Clients acknowledge and agree that the Contingency Fee is reasonable in relation to the services to be provided for this Engagement. The Contingency Fee does not cover representation of the Clients against any counterclaim or cross-complaint, or related action. Separate financial arrangements would be required for the handling of those matters. The Clients authorize the Firm to require that any check received pursuant to settlement or judgment be made payable jointly to the Client(s) and the Firm, and the Client(s) agree that after endorsing the check, it will allow the Firm to cash the same and make payment to the Clients of that Client’s portion of the recovery.

C A D W A L A D E R

If the Litigations are settled, in whole or in part, by the Clients' receipt of anything of value other than cash, the Firm shall be entitled to receive, at its option, payment in cash of the applicable contingent percentage set forth above of (i) the present value of any noncash consideration plus (ii) any cash received upon settlement. The Clients are advised that each may seek the advice of an independent lawyer of the Client's choice regarding this arrangement, and the Clients acknowledge that they have had a reasonable opportunity to do so.

The Firm agrees to pay all costs and expenses of the Litigations. With respect to each Litigation, the Firm shall be entitled to obtain payment and reimbursement of all expenses and costs incurred through the date of each settlement or judgment from the settlement or judgment in that particular Litigation. The basis for calculating the costs and expenses to be reimbursed from the Client's recovery in each Litigation shall be as follows: (a) to the extent any costs or expenses are attributable exclusively to the Client's action, they shall be reimbursed in full from the Client's recovery; and (b) to the extent any costs or expenses are common across the Firm's clients in this matter, a pro rata portion of such common costs and expenses shall be reimbursed from the Client's recovery on a reasonable basis of proportionate allocation. If there is no recovery, the Clients shall not be responsible for costs or expenses. Each Client's recovery shall be divided as follows: the contingency fee set forth above shall be paid to the Firm as their attorneys' fees first. Then, total expenses and costs expended to date by the Firm will be reimbursed from the remaining gross sum recovered. The remainder shall be paid to Client.

Joint Representation

We have advised you that the Firm currently represents other clients as plaintiffs in the Litigations. An undertaking by a lawyer to represent more than one client in the same matter is called a "joint representation." The applicable rules of professional responsibility permit the representation of more than one client in the same matter provided that, among other things, the lawyer reasonably believes that he or she can adequately represent each client's interests competently and diligently and each client provides informed consent in writing to the joint representation. Joint representation is, of course, not mandatory in this matter, and you have the right to retain an attorney other than the Firm as your counsel.

We believe, based on the information furnished to us, that the clients who have retained the firm in this matter share a common interest with respect to the Engagement. Based upon the information provided to us about the facts of this matter, there does not appear to be an actual conflict among the clients. It is possible, however, that, in the future, your goals, objectives and interests in the Engagement might change and become different from that of the other clients. This creates a potential conflict of interest in the Firm's representation of the clients now, and may create an actual conflict of interest in the future. You are entitled to counsel who does not face either a potential or actual conflict of interest. Should you wish to retain the Firm, you agree to waive any potential and/or actual conflict of interest which arises from our Firm's joint representation of the other clients.

C A D W A L A D E R

Although we are not currently aware of any actual or reasonably foreseeable adverse effects of joint representation, it is possible that issues may arise in which our representation of you may be materially limited by our representation of the other clients. If such circumstances arise, the Firm will evaluate whether continued joint representation is appropriate, as discussed below.

We understand that no client objects to the Firm representing the other clients in the Engagement and that, to the extent that any potential conflict may exist or appear to exist, each client waives any such conflict. Based on the information provided to us by you, and your expressed desire for joint representation, we have concluded that the Firm may appropriately represent the clients in this matter at this time. If at any time you have any concerns about the appropriateness of continued joint representation, you should let us know immediately so that we can reevaluate the Firm's continuing joint representation the clients. If we become aware of any such circumstances, we will do the same.

In the event that joint representation is no longer appropriate in the Firm's determination, including because of any adversity, dispute, conflict, or differing interests among the clients, you agree that the Firm may withdraw from representing any of the clients, including you, and may continue to represent the other clients in the Engagement. In such scenario, you agree not to move to disqualify the Firm from continuing to represent the other client(s) in any action related to the Engagement.

You also understand that if the Firm were to represent any client alone in the Engagement, it would not be able to share the information provided by the client with anyone except as provided by law. However, when a law firm represents multiple clients in a single matter, there is no privilege which may be asserted as between the clients. You understand, therefore, that the Firm may elect, as it deems appropriate, to share information provided by you with the other clients; but you further understand that the Firm may not necessarily share with you all of the information it receives from any other client. You agree that, should the Firm be discharged by you or should the Firm withdraw from representing you under any of the circumstances described above, any information previously acquired by the Firm from you may be utilized by the Firm in furtherance of its continued representation of the other clients in the Engagement. Provided however, notwithstanding anything to the contrary (or that can be construed to the contrary) in this Agreement, the Firm agrees not to disclose to any of its other clients any financial statements and/or proprietary information of a Client under this Agreement unless such disclosure is required: (i) by the Court in the Litigation; or (ii) by the Firm, because in the Firm's professional judgment, (x) such disclosure will be in the best interests of the case of the Client under this Agreement in the Litigation, and (y) if such disclosure will be in pleadings or other filed documents available to the public, in the Firm's professional judgment a protective order to maintain the confidentiality of such information from everyone other than the defendants in the case in the Litigation cannot reasonably be obtained. Except as specifically permitted in subsections (i) and (ii) herein, any disclosure of a Client's financial statements and/or proprietary information to other clients of the Firm may only be made with the Client's prior written consent.

C A D W A L A D E R

Of course, the Firm expects you to provide us with whatever information the Firm needs to represent you.

Your signature below confirms that you have been given the option to consult with independent counsel and adequate time to do so, and further confirms that you waive any actual and/or potential conflicts of interest raised by the Firm's joint representation in this matter.

No Guarantees

The Clients hereby acknowledge that the Firm has made no guarantees regarding the outcome of this Engagement and that all statements regarding the outcome of this Engagement are expressions of opinion.

Arbitration

In the unlikely event that a dispute arises between the Clients and the Firm arising from or relating to the Engagement, the parties agree that such dispute shall be finally settled by binding, confidential arbitration under the JAMS Comprehensive Arbitration Rules and Procedures in force at the time such arbitration is commenced; provided, however, in the event that a dispute arises between the parties in connection with the Engagement relating to our fees involving a sum between \$1,000 and \$50,000, as an alternative to the arbitration provided for above you may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Arbitration is an alternative to judicial resolution of disputes, and is conducted by a trained neutral that will decide the dispute and issue a binding decision. Under this arbitration agreement, you are waiving your right to file a claim against the Firm in a court of law. With limited exceptions, there is no appeal from the decision of an arbitrator.

Conflicts of Interest and Waiver

We have explained and you have agreed that as a result of the types of clients the Firm advises and the types of engagements in which we are involved, we may be requested during the Engagement to act for other persons on matters which are not substantially related to the Engagement, where the interests of the other persons, and the Firm's representation of them, may be adverse to the Client(s), including adversity in litigation. In addition, because of the persons and entities that could be related to the Engagement, and the nature of the Firm's practice, during the course of the Firm's representation of the clients, the Firm may represent some of those persons and entities in matters other than the Engagement. In such circumstances, the Firm would, of course, not be relieved of any obligation we may have to retain in confidence any confidential information obtained from the Clients and to refrain from using or disclosing such information in connection with any other representation we may undertake.

C A D W A L A D E R

You agree that our representation in this matter will not be asserted by you as an actual or potential conflict should we represent any party in a matter adverse to you which is unrelated to this Engagement or if the Firm represents a person or entity related to this Engagement in a matter unrelated to the Engagement.

You should consult with separate counsel about the conflict issues raised above. Your signature below confirms that you have been given adequate time to consult with counsel, that you waive any and all potential and actual conflicts to the extent permitted by applicable law, and that you agree not to seek our disqualification in any matter based upon such representation.

Termination

You may terminate this Engagement, and we may terminate this Engagement, at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If either party should terminate this Agreement, it is agreed that if there subsequently should be a recovery from any of the defendants sued in the Litigations, Clients shall, upon receipt of such recovery, promptly notify the Firm of such recovery and shall remit to the Firm such portion of the Contingency Fee that Clients and the Firm reasonably and in good faith agree upon, taking into consideration, *inter alia*, the stage of the litigation at which the termination occurred, the value of the time expended by the Firm and the risk undertaken by the Firm prior to the termination. In the unlikely event of a dispute among the parties arising out of or relating to this provision of the Agreement, the dispute will be submitted to binding arbitration before a sole arbitrator in New York City under JAMS Comprehensive Arbitration Rules and Procedures.

If, upon termination, you wish to have documents delivered to you, please advise us. For various reasons, including the minimization of unnecessary storage expenses, the Firm reserves the right to destroy or otherwise dispose of any documents retained by us unless you specifically, and in writing, advise us otherwise.

Indemnity

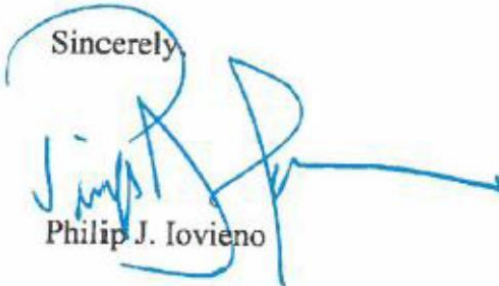
Clients will indemnify and hold harmless the Firm and its partners, affiliates, principals, associates and employees (collectively, the "Indemnified Person") from and against any claims, damages, liabilities, losses or costs, (including without limitation reasonable attorneys' fees and other costs and expenses of defense) relating to a claim or suit by a third party against the Firm or any liabilities or judgments based thereon, either arising from this Agreement or the Firm's performance of services for a Client under this Agreement, (collectively, "Losses"), except to the extent of any Losses that: (a) are not attributable to the negligence or wrongful act of a Client under this Agreement; and (b) are attributable to the Firm's: (i) negligent or wrongful acts or omissions, reckless misconduct or intentional misconduct; (ii) failure to comply with the terms of this Agreement; (iii) failure to comply with applicable court rules, governmental or legal requirements; (iv) breach of a contractual or fiduciary obligation owed to a third party; and/or (v) misappropriation of trade secrets.

C A D W A L A D E R

In any third party action for which a Client under this Agreement is liable under this Section as set forth above, Clients will advance and reimburse each Indemnified Person for the Losses suffered as they are incurred in connection with investigating, preparing, pursuing, or defending such third party action, claim, suit investigation or proceeding that is pending or threatened against any Indemnified Person or to which such Indemnified Person is a party.

If the terms of this Engagement are agreeable to you please so indicate by signing below and returning this letter to me at Cadwalader, Wickersham & Taft LLP, 200 Liberty Street, New York, NY 10281.

We are pleased to represent you and look forward to working together on this matter.

Sincerely,

Philip J. Iovieno

The foregoing is acknowledged, accepted and agreed to as of the ____ day of July 2021.

By: Samson