

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

	X	
In re:	:	Chapter 11
	:	
LA PALOMA GENERATING COMPANY, LLC, <i>et al.</i> , ¹	:	Case No. 16-_____ ()
	:	
Debtors.	:	Joint Administration Requested
	X	

**DEBTORS’ APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
EMPLOYMENT AND RETENTION OF EPIQ BANKRUPTCY SOLUTIONS, LLC AS
CLAIMS AND NOTICING AGENT, NUNC PRO TUNC TO THE PETITION DATE**

La Paloma Generating Company, LLC (“**La Paloma**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) respectfully request entry of an order authorizing the employment and retention of Epiq Bankruptcy Solutions, LLC (“**Epiq**”) as the official claims and noticing agent (the “**Claims and Noticing Agent**”) in the Debtors’ chapter 11 cases, effective *nunc pro tunc* to the Petition Date (as defined below). The terms of Epiq’s retention are set forth in the engagement agreement, dated as of December 4, 2016, between Epiq and the Debtors (the “**Services Agreement**”);² *provided, however*, that Epiq is seeking approval solely of the terms and provisions of the Services Agreement as set forth in 28 U.S.C. § 156(c) and the proposed Retention Order (as defined below). In the event there is any inconsistency between this application (the “**Application**”), the Retention Order, and the Services Agreement, the Debtors respectfully request that the Retention Order govern. In support of this Application,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are La Paloma Generating Company, LLC (9359), La Paloma Acquisition Co, LLC (2500), and CEP La Paloma Operating Company, LLC (2503). The address of the Debtors’ corporate headquarters is 1700 Pennsylvania Avenue, NW, Suite 800, Washington, DC 20006.

² The Services Agreement is attached as Exhibit B to this Application.

the Debtors submit the Declaration of Kate Mailloux (the “**Mailloux Declaration**”)³ and rely on and incorporate by reference *Niranjan Ravindran’s Declaration in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “**Ravindran Declaration**”), filed concurrently with this application.⁴ In further support of the Application, the Debtors, by and through their undersigned counsel, respectfully represent:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334 and venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b).⁵

BACKGROUND

2. On December 6, 2016 (the “**Petition Date**”), each of the Debtors filed a voluntary petition with this Court for relief under chapter 11 of the Bankruptcy Code. The Debtors manage and operate their business as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code.

3. La Paloma owns a 1,022 MW (nameplate capacity) natural gas-fired, combined cycle generating facility consisting of four identical power blocks, located on an approximately 400-acre site in McKittrick, California (the “**Facility**”). Approximately 110 miles northwest of Los Angeles and 40 miles west of Bakersfield, the Facility is optimally located for maximizing power flows throughout northern and southern California. The Facility commenced operation in March 2003 and operates as a merchant facility selling capacity and power into the

³ The Mailloux Declaration is attached as Exhibit C to this Application.

⁴ Capitalized terms used but not defined in this application have the meanings used in the Ravindran Declaration.

⁵ Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors hereby expressly confirm their consent to the entry of a final order by this Court in connection with this Application if it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection therewith consistent with Article III of the United States Constitution.

California Independent System Operator market. CEP La Paloma Operating Company, LLC (“**CEP**”) is the manager of La Paloma and its direct parent and sole member, La Paloma Acquisition Co, LLC (“**LPAC**”). As described in the Ravindran Declaration, CEP subcontracts its management responsibilities to various third parties.

4. Additional information on the Debtors’ business and capital structure, as well as a description of the reasons for filing these cases, is set forth in the Ravindran Declaration.

RELIEF REQUESTED

5. By this Application, pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f), the Debtors respectfully request entry of an order, substantially in the form attached as Exhibit A (the “**Retention Order**”), authorizing the employment and retention of Epiq as Claims and Noticing Agent in the Debtors’ chapter 11 cases, effective *nunc pro tunc* to the Petition Date.

6. By separate application, the Debtors will seek authorization to retain and employ Epiq as administrative advisor in these chapter 11 cases under section 327(a) of the Bankruptcy Code as the administration of these chapter 11 cases will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

BASIS FOR RELIEF REQUESTED

I. FACTS SPECIFIC TO RELIEF REQUESTED

A. Epiq’s Qualifications

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

size and complexity. Epiq's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Epiq's active cases include: *In re American Gilsonite Company*, No. 16-12316 (CSS) (Bankr. D. Del. Oct. 24, 2016); *In re Halcón Res. Corp.*, No. 16-11724 (BLS) (Bankr. D. Del. Jul. 27, 2016); *In re Constellation Enterprises LLC*, No. 16-11213 (CSS) (Bankr. D. Del. May 16, 2016); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. May 15, 2016); *In re Offshore Grp. Inv. Ltd.*, No. 15-12422 (BLS) (Bankr. D. Del. Dec. 3, 2015); *In re Deb Stores Holding, LLC*, No. 14-12676 (KG) (Bankr. D. Del. Dec. 4, 2014); *In re AWI Del., Inc.*, No. 14-12092 (KJC) (Bankr. D. Del. Sept. 9, 2014); *In re Natrol, Inc.*, No. 14-11446 (BLS) (Bankr. D. Del. June 11, 2014); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. May 2, 2014).

8. Retaining Epiq as Claims and Noticing Agent will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these chapter 11 cases, and relieve the Office of the Clerk of the Bankruptcy Court (the "Clerk") of these administrative burdens.

B. Services to be Provided

9. By this Application, the Debtors seek to retain Epiq as their Claims and Noticing Agent, pursuant to the Services Agreement, to provide, to the extent requested by the Debtors, the following services (the "**Claims and Noticing Services**"), which may include:

- (a) Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of the cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors and/or

the Court may deem necessary or appropriate for an orderly administration of the chapter 11 cases;

- (b) Prepare and file or causing to file with the Clerk an affidavit or certificate of service for all notices, motions, orders, other pleadings, or documents served within seven business days of service that includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (c) Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;
- (d) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance under Bankruptcy Rule 9010; update and make said lists available upon request by a party in interest or the Clerk;
- (e) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (f) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (g) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (h) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) Maintain the official claims register for each Debtor (collectively, the "**Claims Registers**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;

- (j) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (k) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;
- (m) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);
- (n) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (o) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (p) Thirty days before the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (q) Within seven days of notice to Epiq of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the chapter 11 cases; and
- (r) At the close of these chapter 11 cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154 or (B) any other location requested by the Clerk's office, and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

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

C. Professional Compensation

11. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates under 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on: (i) the Debtors; (ii) the Office of the United States Trustee; (iii) counsel to the Debtors; (iv) counsel for any official committee monitoring the expenses of the Debtors; and (v) any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

12. Under the terms of the Services Agreement, the Debtors have agreed to indemnify and hold harmless Epiq, its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively with Epiq, the "**Indemnified Parties**") under certain circumstances specified in the Services Agreement, *provided that* the Debtors will have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any losses, claims, damages, judgments, liabilities, and expenses that are either (i) judicially determined (the determination having become final) to have resulted from, have arisen from, or be related to any Indemnified Parties' gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *United Artists Theatre Co. v. Walton (In re*

United Artists Theatre Co.), 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by the Retention Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

D. Representation of Disinterestedness

13. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest identified by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

14. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Mailloux Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, Epiq waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;

- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as Claims and Noticing Agent in these chapter 11 cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk’s office.

E. Compliance with Claims Agent Protocol

15. The Debtors represent that this Application complies with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c), dated February 1, 2012, and instituted by the Clerk (the “**Claims Agent Protocol**”), in that the Debtors have obtained and reviewed engagement proposals from two (2) other court-approved claims and noticing agents to ensure selection through a competitive process, and substantially conforms to the standard section 156(c) application in use in this Court.

II. LEGAL BASIS FOR RELIEF REQUESTED

A. Retention and Employment of Epiq as Claims and Noticing Agent is Permitted

16. Under 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, Local Rule 2002-1(f), and the Claims Agent Protocol, the Debtors are permitted to retain and employ Epiq as Claims and Noticing Agent in these chapter 11 cases in order for Epiq to assume full responsibility for the distribution of notices and other administrative aspects of the Debtors’ chapter 11 cases.

17. The authority to employ the services of a claims and noticing agent is found in 28 U.S.C. § 156, which provides, in relevant part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

18. Section 105(a) of the Bankruptcy Code provides, in relevant part that:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by any party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a).

19. And Local Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

Del. Bankr. L.R. 2002-1(f).

20. The Debtors anticipate that these chapter 11 cases will require over 750 entities to be noticed. In view of that large number, the Debtors submit that the employment and

retention of a claims and noticing agent is both required by Local Rule 2002-1(f) and in the best interests of the Debtors' estates and creditors. Relieved of the burdens associated with the Claims and Noticing Services, the Debtors will be able to devote their full attention and resources to maximizing value for their stakeholders and facilitating the orderly administration of these chapter 11 cases.

21. In accordance with the Claims Agent Protocol, prior to the selection of Epiq as Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from three court-approved claims and noticing agents, including Epiq, to ensure a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given the quality of services and expertise Epiq provides. Although the terms of Epiq's employment and retention are set forth in the Services Agreement, Epiq is seeking approval solely of the terms and provisions as set forth in this Application and the Retention Order. In the event of any inconsistency between the Services Agreement, the Application, and the Retention Order, the Retention Order governs.

B. *Nunc Pro Tunc* Relief is Appropriate

22. In accordance with the Debtors' request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective *nunc pro tunc* to the Petition Date, so that Epiq can be compensated for services rendered before approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as proposed in this Application, because Epiq has provided and continues to

provide valuable services to the Debtors' estates in the interim period. Courts in this District have routinely approved *nunc pro tunc* employment in chapter 11 cases.⁶

23. Accordingly, the Debtors respectfully request entry of the Retention Order authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date.

NOTICE

24. The Debtors will provide notice of the Application by facsimile, e-mail, overnight delivery, or hand delivery to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the holders of the 30 largest unsecured claims against the Debtors on a consolidated basis; (iii) all agents and trustees under the Debtors' prepetition debt instruments; (iv) counsel to the agents and trustees under the Debtors' prepetition debt instruments; (v) the Internal Revenue Service; (vi) the Securities and Exchange Commission; and (vii) any other party entitled to notice pursuant to Local Rule 9013-1(m). Following the hearing, a copy of this Application and any order entered with respect to it will be served on the foregoing parties and all parties having filed requests for notice in these chapter 11 cases. A copy of the Application is also available on the Debtors' case website at <http://dm.epiq11.com/lapaloma>.

25. As this Application is seeking "first day" relief, notice of this Application and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). Due to the urgency of the relief requested, the Debtors submit that no other or further notice is necessary.

⁶ See, e.g., *In re The Wet Seal, Inc., et al.*, Case No. 15-10081 (CSS) (Bankr. D. Del. Jan. 20, 2015) (D.I. 93); *In re Endeavour Operating Corporation, et al.*, Case No. 14-12308 (KJC) (Bankr. D. Del. Nov. 6, 2014) (D.I. 152); *In re AmCad Holdings, LLC, et al.*, Case No. 14-12168 (MFW) (Bankr. D. Del. Sept. 23, 2014) (D.I. 29); *In re Source Home Ent'mt, LLC, et al.*, Case No. 14-11553 (KG) (Bankr. D. Del. July 18, 2014) (D.I. 141); *In re The Dolan Co., et al.*, Case No. 14-10614 (BLS) (Bankr. D. Del. Mar. 23, 2014) (D.I. 71); *In re Event Rentals, Inc., et al.*, Case No. 14-10282 (PJW) (Bankr. D. Del. Feb. 19, 2014) (D.I. 61).

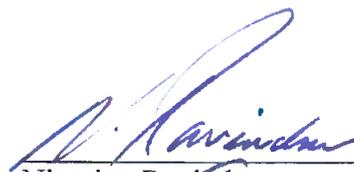
NO PRIOR APPLICATION

26. The Debtors have not made any prior Application for the relief sought in this Application to this Court or any other.

The Debtors respectfully request entry of an order granting the relief requested in its entirety and any other relief as is just and proper.

Dated: December 6, 2016
Washington, D.C.

By:



Niranjana Ravindran
Authorized Person

La Paloma Generating Company, LLC, *et al.*

Exhibit A

Proposed Retention Order

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

	x	
In re:	:	Chapter 11
	:	
LA PALOMA GENERATING COMPANY, LLC, <i>et al.</i> , ¹	:	Case No. 16-_____ ()
	:	
Debtors.	:	Joint Administration Requested
	:	Re: Docket No. ____
	x	

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF
EPIQ BANKRUPTCY SOLUTIONS, LLC AS CLAIMS AND
NOTICING AGENT, NUNC PRO TUNC TO THE PETITION DATE**

Upon the Debtors’ application (the “**Application**”)² for entry of an order (this “**Order**”) authorizing the employment and retention of Epiq Bankruptcy Solutions, LLC (“**Epiq**”) as Claims and Noticing Agent in the Debtors’ chapter 11 cases, effective *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application; and due and sufficient notice of the Application having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court’s entry of a final order being consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been held to consider the relief requested in the Application (the “**Hearing**”); and upon the Mailloux Declaration submitted in support of the

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are La Paloma Generating Company, LLC (9359), La Paloma Acquisition Co, LLC (2500), and CEP La Paloma Operating Company, LLC (2503). The address of the Debtors’ corporate headquarters is 1700 Pennsylvania Avenue, NW, Suite 800, Washington, DC 20006.

² Capitalized terms used but not defined in this Order have the meanings used in the Application.

Application, the Ravindran Declaration, and the record of the Hearing and all of the proceedings before the Court; and the Court having found and determined that Epiq has the capability and experience to provide the services described in the Application, that Epiq does not hold an interest adverse to the Debtors or their estates with respect to the matters on which it is to be engaged, and that the employment and retention of Epiq is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order.
3. The Debtors are authorized to retain Epiq as Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date under the terms of the Services Agreement, and Epiq is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application.
4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
5. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.
6. Epiq is authorized to take such other action to comply with all duties set forth in

the Application.

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

8. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the (i) Debtors; (ii) the Office of the United States Trustee; (iii) counsel for the Debtors; (iv) counsel for any official committee monitoring the expenses of the Debtors; and (v) any party in interest that specifically requests service of the monthly invoices.

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

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the undisputed fees and expenses of Epiq under the Services Agreement, as approved by this Order, shall be an administrative expense of the Debtors' estates.

11. The Debtors shall indemnify Epiq under the terms of the Services Agreement, as modified pursuant to this Order.

12. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the

Services Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

13. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive indemnity, contribution or reimbursement under the terms of the Services Agreement as modified by this Order.

14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an order closing these chapter 11 cases, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Services Agreement (as modified by this Order), including the advancement of defense costs, Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to Epiq before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution or reimbursement, and not a provision limiting the duration of the

Debtors' obligation to indemnify Epiq. All parties in interest shall retain the right to object to any demand by Epiq for indemnification, contribution or reimbursement.

15. In the event Epiq is unable to provide the services set out in this order, Epiq will immediately notify the Clerk and Debtors' counsel and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

16. Epiq shall not cease providing the Claims and Noticing Services during these chapter 11 cases for any reason without prior order of the Court authorizing Epiq to do so; *provided* that Epiq may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtors, the Office of the United States Trustee, and any official committee of creditors appointed, if any, in these cases by facsimile or overnight delivery; *provided, further*, that except as expressly provided herein, the Debtors and Epiq may otherwise terminate or suspend other services as provided under the Services Agreement.

17. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by Epiq but is not specifically authorized by this Order.

18. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application and Services Agreement.

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

20. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

21. In the event of any inconsistency between the Services Agreement, the Application and the Order, the Order shall govern.

22. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2016
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Services Agreement



EPIQ SYSTEMS

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on The Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2017. If



such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.

- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Before and during the pendency of the Client's case pursuant to Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Case"), the Client shall receive a 15% courtesy discount off hourly fees on each monthly invoice.
- 3.5 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.6 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.7 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an



“Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys’ fees) and expenses as incurred (collectively, “Losses”), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq’s rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq’s gross negligence or willful misconduct. Without limiting the generality of the foregoing, “Losses” includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq’s liabilities.

8. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

10. General

- 10.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 10.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 10.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state’s provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American



Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.

- 10.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 10.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 10.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 10.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 10.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 10.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



10.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq Systems:

Epiq Bankruptcy Solutions, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Scott

If to Client:

EIG Global Partners LLC
1700 Pennsylvania Avenue, NW
Suite 800
Washington, DC 20006
Attn: Niranjana Ravindran

With a copy to:

O'Melveny & Meyers LLP
7 Times Square
New York, New York 10036
Attn: John J. Rapisardi

10.11 Invoices sent to Client should be delivered to the following address:

EIG Global Partners LLC
1700 Pennsylvania Avenue, NW
Suite 800
Washington, DC 20006
Attn: Niranjana Ravindran

Email: Niranjana.Ravindran@eigpartners.com

10.12 The "Effective Date" of this Agreement is December 4, 2016.



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

EPIQ BANKRUPTCY SOLUTIONS, LLC

A handwritten signature in black ink, appearing to read "Brad Scott".

Name: Brad Scott
Title: President & COO

CLIENT

By: A handwritten signature in black ink, appearing to read "Niranjana Ravindran".

Name: Niranjana Ravindran
Title: Authorized Person



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

CRISIS AND COMMUNICATION MANAGEMENT

- Draft crisis and restructuring communications plan and provide strategy, guidance and plan implementation support.
 - Media Strategy – Work with and advise Client on a media strategy that supplements existing media processes and procedures.
 - Customer, Vendor and other Constituent Outreach – Create outreach strategy and develop supporting documents. Keeping this group informed every step of the way through open and honest outreach will support loyalty, engender trust, and ensure that ongoing operations continue.
 - Employee Communications – Construct and support Client strategize and draft employee communications. Leverage employee relationships by keeping employees in the loop which will help maintain productivity and engender trust. In other words, the more they know, the less they will assume.
 - Document Development – The communications team, in collaboration with Client and its legal, financial, and other advisors, will prepare all necessary documents such as letters, Q&A, talking points, etc. for use with media, employees, customers, vendors and other critical constituents. If Client files for Chapter 11, the news release will also parallel the legal pleading and act as the central document from which all others will be developed. The communications team will draft each of the documents and circulate them through management and the legal team for review and comments.
 - Dissemination of communication materials – Client and/or the communications team will distribute communications documents/emails/etc. to all constituencies to ensure timely information flow to its employees, customers, vendors, and the like.
 - Draft Ongoing Messages – The communications team will draft updated employee memos and follow-up letters to customers, vendors, etc., as Client moves through the restructuring process. Keeping constituents informed is critical to ensure that business operations are productive during the restructuring.



BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



EPIQ SYSTEMS PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$25.00 – \$45.00
IT / Programming	\$65.00 – \$85.00
Case Managers	\$70.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$160.00 – \$190.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$215.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED
Fax Noticing	0.05 per page
Claim Acknowledgement Letter	0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.09 per record/month
Electronic Imaging	0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
----------------------	-----------

¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.



CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
eDiscovery	Quoted at time of request, bundling pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

Exhibit C

Mailloux Declaration

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

	x	
In re:	:	Chapter 11
	:	
LA PALOMA GENERATING COMPANY,	:	Case No. 16-_____ ()
LLC, <i>et al.</i> , ¹	:	
	:	Joint Administration Requested
Debtors.	:	
	x	

**DECLARATION OF KATE MAILLOUX IN SUPPORT
OF DEBTORS’ APPLICATION FOR APPOINTMENT OF
EPIQ BANKRUPTCY SOLUTIONS, LLC AS CLAIMS AND NOTICING AGENT**

I, Kate Mailloux, under penalty of perjury, declare as follows:

1. I am a Senior Director with Epiq Bankruptcy Solutions, LLC (“**Epiq**”), and I am authorized to make and submit this declaration on behalf of Epiq. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the *Debtors’ Application for Entry of an Order Authorizing Employment and Retention of Epiq as Claims and Noticing Agent, Nunc Pro Tunc to the Petition Date*, which was filed contemporaneously herewith (the “**Application**”).²

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

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are La Paloma Generating Company, LLC (9359), La Paloma Acquisition Co, LLC (2500), and CEP La Paloma Operating Company, LLC (2503). The address of the Debtors’ corporate headquarters is 1700 Pennsylvania Avenue, NW, Suite 800, Washington, DC 20006.

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

Epiq's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Epiq's active cases include: *In re American Gilsonite Company*, No. 16-12316 (CSS) (Bankr. D. Del. Oct. 24, 2016); *In re Halcon Res. Corp.*, No. 16-11724 (BLS) (Bankr. D. Del. Jul. 27, 2016); *In re Constellation Enterprises LLC*, No. 16-11213 (CSS) (Bankr. D. Del. May 16, 2016); *In re Dex Media, Inc.*, No. 16-11200 (KG) (Bankr. D. Del. May 15, 2016); *In re Offshore Grp. Inv. Ltd.*, No. 15-12422 (BLS) (Bankr. D. Del. Dec. 3, 2015); *In re Deb Stores Holding, LLC*, No. 14-12676 (KG) (Bankr. D. Del. Dec. 4, 2014); *In re AWI Del., Inc.*, No. 14-12092 (KJC) (Bankr. D. Del. Sept. 9, 2014); *In re Natrol, Inc.*, No. 14-11446 (BLS) (Bankr. D. Del. June 11, 2014); *In re Energy Future Holdings Corp.*, No. 14-10979 (CSS) (Bankr. D. Del. May 2, 2014).

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "**Clerk**"), the services specified in the Application and the Services Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Services Agreement. In performing such services, Epiq will charge the Debtors the rates set forth in the Services Agreement, which is attached as Exhibit B to the Application.

5. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, Epiq waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;

- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as Claims and Noticing Agent in these chapter 11 cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk’s office.

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “**Potential Parties in Interest**”) in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, secured creditors, lenders, the Debtors’ 30 largest unsecured creditors on a consolidated basis, and other parties. At this time, Epiq is not aware of any relationship that would present a disqualifying conflict of interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq’s neutral position as claims and noticing agent or administrative advisor in the listed-parties’ cases, or any other cases, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship is completely unrelated to these chapter 11 cases. Accordingly, to the best of my

knowledge, Epiq and each of its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors’ estates related to any matter for which Epiq will be employed.

7. To the best of my knowledge, neither Epiq nor any of its personnel have any relationship with the Debtors that would impair Epiq’s ability to serve as Claims and Noticing Agent. Epiq may have relationships with certain of the Debtors’ creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to these chapter 11 cases. Epiq’s personnel may have relationships with some of the Debtors’ creditors or other parties in interest. To the best of my knowledge, however, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. Epiq has, and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Epiq has had, and will continue to have, relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors’ cases in matters unrelated to these cases.

8. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that

a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

9. If any new facts or relationships are discovered, Epiq will supplement its disclosure to the Court.

10. Epiq will comply with all requests of the Clerk's office, including the Claims Agent Protocol and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

11. The services provided by Epiq will be administrative in nature, and Epiq will not provide services in the nature of legal representation and/or advice to the Debtors.

Remainder of Page Intentionally Left Blank

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

Executed on December 6, 2016

EPIQ BANKRUPTCY SOLUTIONS, LLC

/s/ Kate Mailloux

Kate Mailloux

Senior Director

Epiq Bankruptcy Solutions, LLC