

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

In re:

Balance Point LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 21-11279 (JKS)

(Joint Administration Pending)

**APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE  
RETENTION AND APPOINTMENT OF STRETTO AS THE CLAIMS AND NOTICING  
AGENT TO THE DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION  
DATE, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (the “**Debtors**”) hereby apply (the “**Application**”), pursuant to section 156(c) of title 28 of the United States Code (the “**Judicial Code**”), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the “**Claims Agent Protocol**”), for entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), appointing Stretto, Inc. (“**Stretto**”) as claims and noticing agent (the “**Claims and Noticing Agent**”) in the Debtors’ cases effective *nunc pro tunc* to the Petition Date (as defined below). In support of the Application, the Debtors submit the *Declaration of Sheryl Betance* (the “**Betance Declaration**”), attached hereto as Exhibit B and incorporated herein by reference. In further support of the Application, the Debtors respectfully represent:

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<sup>1</sup> The Debtors in these subchapter V cases, along with the last four digits of each Debtor’s federal tax identification number, are Balance Point LLC (5908) and MECTA Corporation (8275). The Debtors’ mailing address is 19799 SW 95<sup>th</sup> Avenue, Suite B, Tualatin, Oregon 97062.

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Under Local Rule 9013-1(f), the Debtors consent to entry of a final order under Article III of the United States Constitution. Venue of these cases and the Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 156(c), Local Rule 2002-1(f), and the Claims Agent Protocol.

**BACKGROUND**

3. On the date hereof (the “**Petition Date**”), each of the Debtors filed a voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “**Cases**”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Adrian Kettering in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”) and fully incorporated herein by reference.

4. Concurrently with the filing of this Application, the Debtors have requested joint administration of the Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to manage and operate their business as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been requested in the Cases and no committees have yet been appointed.

**RELIEF REQUESTED**

5. The Debtors request entry of an order appointing Stretto as the Claims and Noticing Agent for the Debtors and their cases, including assuming full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors' cases. The Debtors' selection of Stretto to act as the Claims and Noticing Agent has satisfied the Court's Claims Agent Protocol in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise. The terms of Stretto's retention are set forth in the Engagement Agreement attached hereto as Exhibit C (the "**Engagement Agreement**"); provided, however, that the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the proposed Retention Order attached hereto.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 1,000 entities to be noticed. Local Rule 2002-1(f) provides that "[i]n 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 [a] motion [to retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter." In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors' estates and their creditors.

**STRETTO'S QUALIFICATIONS**

7. Stretto is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto'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. Stretto's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Stretto's active and former cases include, among others: *In re BL Santa Fe, LLC*, Case No. 21-11190 (MFW) (Bankr. D. Del. Aug. 31, 2021); *In re WB Supply LLC*, Case No. 21-10729 (BLS) (Bankr. D. Del. Apr. 22, 2021); *In re Nine Point Energy Holdings, Inc.*, Case No. 21-10570 (MFW) (Bankr. D. Del. Mar. 17, 2021); *In re SC SJ Holdings, LLC*, Case No. 21-10549 (JTD) (Bankr. D. Del. Mar. 12, 2021); *In re CarbonLite Holdings LLC*, Case No. 21-10527 (JTD) (Bankr. D. Del. Mar. 9, 2021); *In re CMC II, LLC*, Case No. 21-10461 (JTD) (Bankr. D. Del. Mar. 3, 2021); *In re MobiTV, Inc.*, Case No. 21-10457 (LSS) (Bankr. D. Del. Mar. 2, 2021); *In re Renovate America, Inc.*, Case No. 20-13172 (LSS) (Bankr. D. Del. Dec. 23, 2020); *In re In-Shape Holdings, LLC*, Case No. 20-13130 (LSS) (Bankr. D. Del. Dec. 17, 2020); *In re Francesca's Holdings Corp.*, Case No. 20-13076 (BLS) (Bankr. D. Del. Dec. 8, 2020).

8. By appointing Stretto as the Claims and Noticing Agent in these Cases, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court (the "**Clerk**") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

#### **SERVICES PROVIDED**

9. This Application pertains only to the work to be performed by Stretto under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by Stretto outside of this scope is not covered by this Application or by any order

granting approval hereof. Specifically, Stretto will perform the following tasks in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in these 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 (i) notice of the commencement of these cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (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' plan or plans of reorganization, 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 or Court may deem necessary or appropriate for an orderly administration of these cases;
- (b) 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;
- (c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party-in-interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) Maintain an electronic platform for purposes of filing proofs of claim;
- (g) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service and (iv) the date served;

- (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) Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto, not less than weekly;
- (n) 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);
- (o) Monitor the Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information available);
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (r) If these cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk’s office within three (3) days of notice to Stretto of entry of the order converting the cases;

- (s) Thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Stretto 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;
- (t) Within seven (7) days of notice to Stretto 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 cases; and
- (u) At the close of these cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) Federal Archives Record Administration 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 Stretto.

#### **PROFESSIONAL COMPENSATION**

11. The Debtors respectfully request that the undisputed fees and expenses incurred by Stretto in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement 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. Prior to the Petition Date, the Debtors provided Stretto an advance in the amount of \$25,000. Stretto seeks to first apply the advance to all prepetition invoices, and thereafter, to

have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during these Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

13. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend and hold harmless Stretto and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Stretto's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or 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 Cases.

**DISINTERESTEDNESS**

14. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Betance Declaration, Stretto 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.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Stretto represents in the Betance Declaration, among other things, that:

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



- (e) Stretto will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these cases;
- (f) Stretto 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 to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these cases, Stretto will not intentionally misrepresent any fact to any person;
- (h) Stretto 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) Stretto 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 Stretto as Claims and Noticing Agent in these cases shall be at the expense of the Clerk’s office.

16. In view of the foregoing, the Debtors believe that Stretto is a “disinterested person” within the meaning of Bankruptcy Code section 101(14).

17. Stretto has informed the Debtors that throughout these cases, Stretto will continue to conduct periodic conflicts analyses to determine whether it is providing services or has performed services for any significant parties in interest in these cases and that it will promptly update this Application and disclose any material developments regarding the Debtors or any other pertinent relationships that come to Stretto’s attention by way of a supplemental declaration.

**COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL**

18. This Application complies with the Claims Agent Protocol and substantially conforms to the standard Section 156(c) Application in use in this Court. To the extent that there is any inconsistency between this Application, the Retention Order and the Engagement Agreement, the Retention Order shall govern.

**BASIS FOR RELIEF**

19. This Application is made pursuant to Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Claims Agent Protocol for an Order appointing Stretto as the Claims and Noticing Agent in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Cases.

20. Judicial Code section 156, in relevant part, provides:

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).

21. Bankruptcy Code section 105, in relevant part, provides:

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 a 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.

22. 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].

23. In accordance with the Claims Agent Protocol, prior to the selection of Stretto, the Debtors reviewed and compared engagement proposals from four court-approved claims and noticing agents, including Stretto, to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Stretto's rates are competitive and reasonable given its quality of services and expertise. The terms of Stretto's retention are set forth in the Engagement Agreement; provided, however, that by this Application the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the Order attached hereto as Exhibit A.

24. The Debtors anticipate that there will be in excess of 1,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' business, the Debtors submit that the appointment of Stretto as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates and creditors because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

**WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)**

25. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**CONSENT TO JURISDICTION**

26. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to this Application if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

**NOTICE**

27. Notice of this Application shall be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Subchapter V Trustee (to be appointed by the U.S. Trustee); (c) the parties included on the Debtors' consolidated list of twenty (20) largest unsecured creditors; (d) any party that has requested notice pursuant to Bankruptcy Rule 2002; (e) all parties entitled to notice pursuant to Local Rule 9013-1(m); and (f) the Banks (collectively, the "**Notice Parties**"). The Debtors submit that, under the circumstances, no other or further notice is required.

**NO PRIOR REQUEST**

28. No previous request for the relief sought herein has been made to this Court or any other court.

**WHEREFORE**, the Debtors respectfully request that the Court enter the proposed order substantially in the form attached hereto as Exhibit A granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: September 30, 2021  
Wilmington, Delaware

Respectfully submitted,

**POLSINELLI PC**

/s/ Shanti M. Katona

Shanti M. Katona (Del. Bar No. 5352)  
222 Delaware Avenue, Suite 1101  
Wilmington, Delaware 19801  
Telephone: (302) 252-0920  
Facsimile: (302) 252-0921  
[skatona@polsinelli.com](mailto:skatona@polsinelli.com)

-and-

Jeremy R. Johnson (*Pro Hac Vice* Pending)  
600 3rd Avenue, 42nd Floor  
New York, New York 10016  
Telephone: (212) 684-0199  
Facsimile: (212) 684-0197  
[jeremy.johnson@polsinelli.com](mailto:jeremy.johnson@polsinelli.com)

*Proposed Counsel to the Debtors and  
Debtors in Possession*

**EXHIBIT A**

Proposed Order

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

In re:

Balance Point LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 21-11279 (JKS)

(Joint Administration Pending)

**Re: Docket No. \_\_**

**ORDER (I) APPROVING THE RETENTION OF STRETTO  
AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS,  
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE,  
AND (II) GRANTING RELATED RELIEF**

Upon the application (the “**Application**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order (this “**Order**”) approving the retention and appointment of Stretto, Inc. (“**Stretto**”) as the Claims and Noticing Agent for the Debtors in the Cases, effective *nunc pro tunc* to the Petition Date, under Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Court’s Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ cases, (c) provide such other administrative services, as required by the Debtors and approved by the Court, that would fall within the purview of services to be provided by the Clerk’s Office, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and upon the Betance Declaration; and the Debtors having estimated that there are in excess of 1,000 parties in interest in these Cases, many of which are expected to file proofs of

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<sup>1</sup> The Debtors in these subchapter V cases, along with the last four digits of each Debtor’s federal tax identification number, are Balance Point LLC (5908) and MECTA Corporation (8275). The Debtors’ mailing address is 19799 SW 95<sup>th</sup> Avenue, Suite B, Tualatin, Oregon 97062.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

claims, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that Stretto has the capability and experience to provide such services and that Stretto does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and this Court having jurisdiction over this matter pursuant to Judicial Code sections 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to Judicial Code section 157(b)(2), and that the Debtors consent to the entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to Judicial Code sections 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**



1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached as Exhibit C to the Application, the Application is approved solely as set forth in this Order.
3. The Debtors are authorized to retain and employ Stretto as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date, under the terms of the Engagement Agreement, and Stretto is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Cases, and all related tasks, all as described in the Application (the “**Claims and Noticing Services**”).
4. Stretto shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Cases and is authorized and directed to maintain the Claims Registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
5. Stretto is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.
6. Stretto is authorized to take such other actions as are needed to comply with all duties set forth in the Application.
7. The Debtors are authorized to compensate Stretto for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Stretto and the rates charged for each, and to reimburse Stretto for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Stretto to file fee applications or

otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. Stretto shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, the subchapter V Trustee, counsel for the Debtors, and any party-in-interest who specifically requests service of the monthly invoices.

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

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

11. Stretto may apply its advance to all prepetition invoices, which advance shall be replenished to the original advance amount, and thereafter, Stretto may hold its advance under the Engagement Agreement during the Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtors shall indemnify Stretto and other Indemnified Parties, as that term is defined in the Engagement Agreement, under the terms of the Engagement Agreement, as modified pursuant to this Order.

13. The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services as provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

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

15. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify any of the Indemnified Parties, or provide contribution or reimbursement to any of the Indemnified Parties for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Stretto's or another Indemnified Party's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Stretto's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; 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 the Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

16. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Cases, an Indemnified Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to the Indemnified Party 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 an Indemnified Party for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by any Indemnified Party for indemnification, contribution, or reimbursement.

17. The bank accounts and limitation of liability sections, in paragraphs 6 and 10 of the Engagement Agreement, are deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

18. In the event Stretto is unable to provide the Claims and Noticing Services set out in this Order, Stretto will immediately notify the Clerk, counsel to the Debtors' prepetition lenders, and the Debtors' counsel, counsel to the United States Trustee and counsel any official committee appointed in these Cases, 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 the Debtors' counsel.

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

20. The Debtors and Stretto are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

21. After entry of an order terminating Stretto's services as the Claims and Noticing Agent, upon the closing of the Cases, or for any other reason, Stretto shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

22. Stretto shall not cease providing the Claims and Noticing Services during the Cases for any reason, including nonpayment, without an order of the Court.

23. In the event that any of the Cases are converted to cases under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to the case or cases shall be under no obligation to continue to retain Stretto for any purpose.

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

25. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

26. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

27. The Debtors and Stretto are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application and Engagement Agreement.

28. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, and to the Debtors' engagement of Stretto during the pendency of these Cases.

Dated: \_\_\_\_\_, 2021  
Wilmington, Delaware

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UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

Betance Declaration

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

In re:

Balance Point LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 21-11279 (JKS)

(Joint Administration Pending)

**DECLARATION OF SHERYL BETANCE IN SUPPORT OF DEBTORS'  
APPLICATION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND  
APPOINTMENT OF STRETTO AS THE CLAIMS AND NOTICING AGENT TO THE  
DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE, AND  
(II) GRANTING RELATED RELIEF**

I, Sheryl Betance, declare, under penalty of perjury, as follows:

1. I am the Senior Managing Director of Stretto, Inc. (“**Stretto**”), a chapter 11 administrative services firm whose headquarters are located at 410 Exchange, Suite 100, Irvine, California 92602. 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 above-captioned debtors’ (collectively, the “**Debtors**”) *Application for Appointment of Stretto as Claims and Noticing Agent*, which was filed contemporaneously herewith (the “**Application**”).

**Qualifications**

3. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto’s professionals have experience in noticing, claims administration, solicitation,

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<sup>1</sup> The Debtors in these subchapter V cases, along with the last four digits of each Debtor’s federal tax identification number, are Balance Point LLC (5908) and MECTA Corporation (8275). The Debtors’ mailing address is 19799 SW 95<sup>th</sup> Avenue, Suite B, Tualatin, Oregon 97062.

balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active cases include: *In re BL Santa Fe, LLC*, Case No. 21-11190 (MWF) (Bankr. D. Del. Aug. 31, 2021); *In re WB Supply LLC*, Case No. 21-10729 (BLS) (Bankr. D. Del. Apr. 22, 2021); *In re Nine Point Energy Holdings, Inc.*, Case No. 21-10570 (MFW) (Bankr. D. Del. Mar. 17, 2021); *In re SC SJ Holdings, LLC*, Case No. 21-10549 (JTD) (Bankr. D. Del. Mar. 12, 2021); *In re CarbonLite Holdings LLC*, Case No. 21-10527 (JTD) (Bankr. D. Del. Mar. 9, 2021); *In re CMC II, LLC*, Case No. 21-10461 (JTD) (Bankr. D. Del. Mar. 3, 2021); *In re MobiTV, Inc.*, Case No. 21-10457 (LSS) (Bankr. D. Del. Mar. 2, 2021); *In re Renovate America, Inc.*, Case No. 20-13172 (LSS) (Bankr. D. Del. Dec. 23, 2020); *In re In-Shape Holdings, LLC*, Case No. 20-13130 (LSS) (Bankr. D. Del. Dec. 17, 2020); *In re Francesca's Holdings Corp.*, Case No. 20-13076 (BLS) (Bankr. D. Del. Dec. 8, 2020).

#### **Services to be Rendered**

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



5. Stretto represents, among other things, the following:
  - (a) Stretto is not a creditor of the Debtors;
  - (b) Stretto 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 cases;
  - (c) By accepting employment in these cases, Stretto waives any rights to receive compensation from the United States government in connection with these cases;
  - (d) In its capacity as the Claims and Noticing Agent in these cases, Stretto will not be an agent of the United States and will not act on behalf of the United States;
  - (e) Stretto will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these cases;
  - (f) Stretto 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 to be engaged;
  - (g) In its capacity as Claims and Noticing Agent in these cases, Stretto will not intentionally misrepresent any fact to any person;
  - (h) Stretto 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) Stretto 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 Stretto as Claims and Noticing Agent in these cases shall be at the expense of the Clerk’s office.

6. Although the Debtors do not propose to retain Stretto 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 potential parties-in-interest (the “**Potential Parties in Interest**”) in these chapter 11 cases. A list of Potential Parties in Interest, attached hereto as Exhibit 1, was provided by the Debtors and included, among other parties, the Debtors, current and former directors and officers of the

Debtors, lenders, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal database also includes Stone Point Capital LLC ("**Stone Point**"), its funds, and each such fund's respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department (the "**Stone Point Searched Parties**"). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. . Stretto has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, in matters unrelated to these chapter 11 cases, Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. Based upon a review of the Potential Parties in Interest:

- Lewis Brisbois Bisgaard & Smith LLP has been identified as a Potential Party in Interest.

Richard Lauter, an employee of Lewis Brisbois Bisgaard & Smith LLP, is a current client of Stretto's chapter 7 software business in his individual capacity, but such relationship is unrelated to the Debtors and their estates, assets, or businesses.

- Wyse Advisors has been identified as a Potential Party in Interest. Michael Wyse, an employee of Wyse Advisors, is a current client of Stretto's chapter 7 software business in his individual capacity, but such relationship is unrelated to the Debtors and their estates, assets, or businesses.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the District of Delaware.

9. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed. To the best of my knowledge, none of Stretto's professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in these chapter 11 cases.

10. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Debtors or parties in interest. All engagements where such firms represent Stretto

or its personnel in their individual capacities are unrelated to these Cases. To the best of my knowledge, Stretto does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified as Potential Parties in Interest or who have filed a notice of appearance in these chapter 11 cases.

11. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed eight private equity funds – the Trident Funds – with aggregate committed capital of approximately \$25 billion. Stone Point targets investments in the global financial services industry and related sectors.

12. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Debtors and the names of the Potential Parties in Interest against the Stone Point Searched Parties. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in these chapter 11 cases as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point’s funds or investments included in the above-described conflicts search and the Debtors, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

13. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the “**Investment Funds**”), through which such individuals indirectly acquire a

debt or equity security of many companies, one of which may be one of the Debtors or their affiliates, often without Stretto's or its personnel's knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when the Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

14. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be one of the Debtors or their affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email survey of Stretto's employees, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is a Debtor or of any of its affiliates.

15. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtors' estates; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors, and (iii) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for

any other reason; and (c) has disclosed all of Stretto's connections with the Debtors, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

In accordance with 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.

Dated: September 30, 2021

*/s/ Sheryl Betance*

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Sheryl Betance  
Senior Managing Director  
Stretto  
410 Exchange, Ste. 100  
Irvine, California 92602

**Schedule 1**

**Parties in Interest**

**Debtors**

Balance Point LLC  
MECTA Corporation

Shakima L. Dortch  
T. Patrick Tinker  
Timothy J. Fox, Jr.

**Bankruptcy Judges**

Chief Judge Laurie Selber Silverstein  
Judge Ashely M. Chan  
Judge Brendan L. Shannon  
Judge Christopher S. Sontchi  
Judge Craig T. Goldblatt  
Judge J. Kate Stickles  
Judge John T. Dorsey  
Judge Karen B. Owens  
Judge Mary F. Walrath

**Current and Former Officers & Directors**

Confidential

**Professionals**

Arrow Advisory Group, LLC  
Brownstein Rask  
Lewis Brisbois Bisgaard & Smith LLP  
Miller Nash Graham & Dunn LLP  
Polsinelli PC  
Stretto  
Tonkon Torp, LLP  
Wilson Elser Moskowitz Edelman  
Wyse Advisors, LLC

**Office of the United States Trustee**

Angelique Okita  
Benjamin Hackman  
Christine Green  
David Buchbinder  
Denis Cooke  
Diane Giordano  
Dion Wynn  
Edith A. Serrano  
Hannah M. McCollum  
Holly Dice  
James R. O'Malley  
Jane Leamy  
Joseph Cudia  
Joseph McMahan  
Juliet Sarkessian  
Karen Starr  
Lauren Attix  
Linda Casey  
Linda Richenderfer  
Michael Panacio  
Nyanquoi Jones  
Ramona Harris  
Richard Schepacarter  
Rosa Sierra

**Employees**

Confidential

**Contractors**

Confidential

**Banks**

Bank of America  
Umpqua Bank

**Taxing/Regulatory Authorities**

City of Tualatin  
FDA  
GS1  
GS1 US, Inc.  
Health Canada MDEL  
ICON  
Internal Revenue Service

MedPass International  
Oregon Department of Revenue  
Oregon Secretary of State  
TUV Rheinland of North America Inc  
Washington County

**Utilities/Service Providers**

Crowley & Son Security Systems  
Easybar  
Frontier Communications  
NW Natural Gas  
Portland General Electric  
Republic Services  
Verizon Wireless

**Insurance Providers**

ABD Insurance & Financial Services  
Chubb Group of Insurance Companies  
Evanston Insurance Company  
Health Net Plan of Oregon  
IPFS Corporation  
Liberty Mutual Insurance  
Principal Life Insurance Co.  
SAIF Corporation  
VSP Vision Service

**Landlord**

TLF Logistics II Tualatin Corp

**Litigation Parties**

Cynthia Hutchinson  
Elektrika, Inc  
Intervention Medical Associates  
Jennifer Moore  
John Whitsitt  
Kari Lynn Stephens Marra  
Kelly Tiedemann  
Lauren Vorwald  
Rochelle Herrera  
Rose Healy  
Sallie Snyder  
Somatics, LLC

Sutter Center for Psychiatry (Sutter Health)  
Suzanne Fiala  
Theodore Goodman, MD

**Distributors**

Arcmed Net SRL  
Associated Equipment Limited  
Good Line Inc.  
Goodmark Medical Supplies Ltd.  
High Tech Instruments, Inc.  
Hospital Hispania, S.L.  
infomed - V.L.Bassiakos Ltd.  
Khayat Med  
Kohl Industries Corporation  
Majan Medical & Scientific Supplies L.L.C.  
Med&Trade  
Medex Holding Pvt. Ltd.  
Medi Line Technology  
Medilink Pty. Ltd.  
Micromed Electronics Ltd.  
Micromed France SA  
MKS Medic Sdn. Bhd.  
Obsidian Health (Pty) Ltd.  
OSG BV  
pnmTRADING  
Polaris Limitada  
Sano - Tecnica Lda.  
Sarl Micro Medical  
Semisa  
Supplies Consultings and Services Ltda.  
Suprera Innovation Co., Ltd.  
TecnoMedis S.A.C.  
Teiba Union Group  
Zeya & Associates Co., Ltd.

**Customers**

Acadia Hospital  
Aiken Regional Medical Center  
Akron City Hospital  
Akron General Medical Center  
Alamance Regional Medical Ctr  
Albany Medical Center Hospital  
Albert Einstein Medical Center  
Alderva LLC



Allegiance Health	Brandon Reg'L Med
Alpha Biomedical 7050 NW	Brentwood Behavioral Shreveport - UHS
Alta Bates Summit Medical Cntr	Bridgeway Hospital
Altoona Reg'L Hlth Sys - UPMC	BroMenn Healthcare Inc.
Altru Hospital	Brook Hospital - KMI
AMCO Insurance	Bryan Medical Center West
American Labs Export Co.	Bryn Mawr Hospital
Anchor Hospital - UHS	Buffalo General - Kaleida Health
Anna Jaques Hospital	Calmaquip Engineering Corp.
Anodizing Inc	Cambridge Public Health
Arbour Hospital	Cameron Clinic
Ascension St. Thomas Behavioral Health Hospital	Canyon Creek Behavioral Health - UHS
Atlanta Medical Center	Cape Fear Valley Medical Cntr
Augusta Medical Center	Capital Regional Medical Center
Augusta University Med Ctr 1120	Carilion Clinic St. Alban's Hospital -
Aultman Hospital	Carilion Hlth Sys
Aurora Behavioral Hlth Sys - Glendale AZ	Caritas Peace Center
Aurora Behavioral Hlth Sys - Tempe AZ	Carolina Ctr for Behavioral Hlth
Avera Marshal Reg'L Med Cntr	Carolinas Hlthcr Sys Huntersville
Avera McKennan Hospital	Carrier Clinic - Hackensack Meridian Hlth
Avera St. Luke's	Catskill Regional
Banner Behav Hlth Hosp	Centennial Medical Center - Tri Star
Banner Health - Chandler, AZ	Centennial Peaks Hospital
Banner Thunderbird Med Ctr	Central Florida Behavioral Hospital
Baptist Easley Hospital - Prisma Hlth	Central Regional Hospital
Baptist Health Corbin	Central Vermont Medical Center
Baptist Lutheran/RMC Brookside	Charleston Area Medical Center
Baptist Med Ctr - Jacksonville FL	Charter Med Corp - Charter Canyon
Baptist Medical Center - AL	Charter Med Corp - Des Moines
Baton Rouge General Med Ctr	Chilton Memorial Hospital
Bay Area Hospital	Chippenham/JW Hospitals
Bayonne Hospital	Citizens Memorial Healthcare
BayState Foundation - Holyoke, MA	Clara Maass Medical Center - RWJBarnabas Hlth
BayState Medical Center	Clarian Hlth Prtnrs, Inc - Purdue U
Beckley ARH Hospital	Claxton - Hepburn Medical Center
Belmont Behavioral Hospital, LLC	Clinical Psychopharmacology
Bergen Regional Medical Center	Col Terre Haute Reg'l Hospital - HCA
Berkshire Medical Center	College Hospital
Beth Israel Deaconess Med Ctr	Colorado Mental Health Inst.
Bethesda Hospital - Genesis Hlthcare	Community General - Syracuse NY
Beverly Hospital	Concord Hospital
Billings Clinic	Conemaugh Valley Memorial Hosp
BJC Health System (V#81968)	Cooper Hospital - Camden NJ
Borgess Med Cntr - Ascension HMS	Copper Springs East
Boswell Memorial Hospital	Cox Health System

Creedmoor Psychiatric - State of NY	Dept. of VA - Salt Lake City, UT
Creekside Behavioral Hospital	Dept. of VA - W Palm Beach, FL
Cypress Creek Hospital	Dept. of VA - Washington DC
Dal Services Inc.	Dept. of VA - West Haven, CT
Danbury Hospital	Doctors Hospital - FL
Dartmouth - Hitchcock Hospital	Dominion Hosp - HCA
Daviess Community Hospital	Dr to Dr - Dr Dolgoff - Non - Profit
DC Medical	Duke University Health System
Deaconess Hospital - OK	Eastern Idaho Regional Medical Center
Decatur Morgan Hospital	Eastern Long Island Hospital
Del E. Webb Memorial	Eastern Maine Medical Center
Denver Health Medical Center	El Paso Behavioral Health Systems
Dept of VA - Asheville, NC	Elkhart General Hospital
Dept of VA - Indianapolis, IN	Elmhurst Hospital Center
Dept of Veteran Affairs - Hines	Emory - Adventist Hospital
Dept. of VA - Albuquerque, NM	Emory Eastside Medical Center
Dept. of VA - Ann Arbor, MI	Emory University Hospital
Dept. of VA - Augusta, GA	Englewood Hospital
Dept. of VA - Bay Pines, FL	ERIE COUNTY MEDICAL CENTER
Dept. of VA - Boise, ID	Erlanger Hlth Sys - Chattanooga
Dept. of VA - Boston, MA	Fair Oaks Hospital - VA
Dept. of VA - Cleveland, OH	Fairbanks Memorial Hospital
Dept. of VA - Dallas, TX	Fairfax Hospital - VA - Inova
Dept. of VA - Decatur, GA	Fairview Hospitals - Riverside East
Dept. of VA - Denver, CO	Faulkner Hospital
Dept. of VA - Durham, NC	Federal Express
Dept. of VA - Fayetteville, AR	Federal Govt/Tax Refund
Dept. of VA - Ft Meade, SD	Flagler Hospital East Campus
Dept. of VA - Grand Junction, CO	Flagstaff Medical Center
Dept. of VA - Hanahan, SC	Forbes Reg'l Campus - WPAHS
Dept. of VA - Houston, TX	Fort Lauderdale Behavioral Hlth Ctr
Dept. of VA - Johnson City, TN	Fort Sanders Parkwest
Dept. of VA - Kansas City, MO	Fort Walton Beach Medical Center - HCA
Dept. of VA - Loma Linda, CA	French Hospital/Dignity Hlth
Dept. of VA - Long Beach, VA	Frisbie Memorial Hospital
Dept. of VA - Los Angeles, CA	Gaithersburg Med Ctr - Kaiser Perm
Dept. of VA - Louisville, KY	Gaston Memorial Hospital
Dept. of VA - Madison, WI	GE Precision Healthcare, LLC - Largo
Dept. of VA - Martinez, CA	Medical
Dept. of VA - Memphis, TN	Gerald Champion Regional Med Cntr
Dept. of VA - N Little Rock, AR	Glendale Adventist Medical Ctr
Dept. of VA - New Orleans, LA	Good Samaritan Hospital - OH
Dept. of VA - Omaha, NE	Good Samaritan/Advocate Hlth - IL
Dept. of VA - Philadelphia, PA	Grand Strand Health - HCA
Dept. of VA - Portland, OR	Green Oaks Hospital - HCA
Dept. of VA - Richmond, VA	Greenville Hospital System

Grupo Clinico Nueva Vida Quinta La Ribera	Lenox Hill Hospital
Entre Catra Y Quinta	Lewis Gale Medical Center - HCA
Gulf Health Hospitals, Inc.	LewisGale Alleghany - HCA
Hampton Behavioral Health Center	Licking Memorial Hospital
Harbor UCLA Medical Center	LifeWays
Harris County Psychiatric Center	Lindner Center of Hope
Harrisburg Medical Center	Loma Linda Mercantile
Hartford Hosp/Institute of Living	Lorain Hosp - Mercy Reg'L
Health Alliance @ Leominister	Lutheran Medical Center
Health Partners of S. Arizona	Lutheran Medical Cntr
Healthcare San Antonio Inc DBA	MacNeal Hospital
Hennepin County Medical Center	Magic Valley Medical Center - SLHS
Henry County Medical Center	Magnolia Surgery Center
Henry Ford - Cottage Hosp	Maine Medical Center
Henry Ford Hlth Sys - Biddle Ave	Margaret R Pardee Mem Hospital
Henry Ford Hlth Sys - Gr Pointe	Marquette General Hospital
Hoboken Univ/St. Mary's	Marymount Hospital - Cleveland Clinic Hlth
Holly Hill Hospital - UHS	Massachusetts Gen'l Hosp.
Homewood Hospital Center	Mayhill Hospital - UHS
Houston Behavioral Health	Mckay - Dee Hospital
Huntsville Hospital	McLean Hospital - Partners Hlthcre
Indian River Medical Center	Med - America's Inc.
Infomed - V.L. Bassiakos Ltd.	Med Univ of SC, Inst. of Psych
Iowa Lutheran Hospital	Medical Center of Aurora - HCA
Jefferson Regional Med Ctr	Medical Center of Central GA
Jersey Shore Univ. Med Cntr	Medical Ctr of Trinity - HCA
JFK Medical Ctr North Campus - HCA	Memorial Hospital - Jacksonville - HCA
Johns Hopkins Health Systems	Memorial Hospital - Michigan City, IN
Kaiser Permanente	Memorial Hospital - So Bend, IN
Kaiser Permanente - Fresno	Memorial Hospital & Hlth Cr Cntr
Kaiser Permanente - Richmond, CA	Memorial Med Ctr - Savannah, GA
Kaiser Permanente - Sacramento, CA	Memorial Med Ctr - Springfield, IL
Keck Hospital - USC	Mercy Hospital
Kennedy Health System	Mercy Hospital Med Ctr - Des Moines
Kennestone Hospital	Mercy Medical Center - Ascension Hlth
Kern Medical Center Auxiliary	Mercy Medl Ctr - NY
Kettering Medical Center	Merit Health Central
Khayat Med Adonis	Methodist Hospital
Lafayette General Medical Center	Methodist Medical Center
Lakeland Regional Medical Cntr	Methodist Richard Young Hosp.
Lakeside Hospital	Methodist Specialty & Transplant Hosp
Lakeview Hospital - HCA	Metro Health Medical Center
Lawrence Memorial Hospital	Metropolitan Hospital
LDS Hospital	MetroWest Medical Center - Leonard Morse
Lehigh Reg'L Med Ctr	Hospital
Lemuel Shattuck Hospital	Miami Heart Institute

Miami Valley Hospital	OhioHealth Mansfield Hospital
Middlesex Memorial Hospital	Orange Park Medical Ctr. - HCA
Midland Memorial Hospital	Oregon Health Science Univ.
Midstate Medical Center	Osceola Regional Medical Center
Midwest City Regional Hospital	OSU Medical Center
Millcreek Community Hospital	Our Lady of Mercy Hospital
Miller Dwan - SMDC	Our Lady of The Lake Med Cntr
Mission Hospital	Palomar Medical Ctr/Palomar Health
Mobile Infirmary Medical Center	Paradise Valley Hospital
Modesto Psychiatric Unit	Park Royal Hospital
Monongahela Valley Hospital	Parkridge Medical Center - HCA
Montefiore Medical Center	Peachford, LP - UHS
Montevista Hospital	Peak View Behavioral Health
Morton Hospital	Pembroke Hospital
Morton Plant Hospital	Penn Highlands DuBois Hospital
Mosaic Life Care	Perham Memorial Hospital
Moses Taylor Hospital	Phelps Memorial Hospital
Mount Auburn Hospital	PHS West
Mountain View Hospital	Pioneer Medical, Inc.
Mt. Sinai Medical Center - FL	Porter Adventist Hospital - Centura Hlth
Mt. Vernon Hosp - Inova Health System	Portneuf Medical Center
Napa State Hospital	Portsmouth Regional Hospital - HCA
National Institutes of Health	Presbyterian Hospital - Novant Hlth
Nationwide Children's Hospital	Promedica Flower Hospital
Naval Medical Center (BCA)	Promise Hosp. of San Diego
Naval Regional Medical Center	Providence Health Center - AHSM
Nebraska Medical Center	Providence Hospital of Oakland
New Hanover Reg'l Medical Cntr	Providence Milwaukie Hospital
New York Community Hospital of Brooklyn - NYCH	Raleigh General Hospital
New York Hospital - Cornell Med Ctr	Regional Medical Center
New York Hospital - White Plains	Research Psychiatric Center
New York State Psych Institute	Rhode Island Hospital
New York Univ. Langone Med Ctr	Richardson Medical Center
Newton - Wellesley Hospital	Ridge Behavioral Health
North Florida Regional Medical Center - HCA	Riverside Medical Center
North Memorial Medical Center	Riverside Methodist/Ohio Hlth
Northern Westchester Hospital	Rogue Regional Med Ctr - Asante Hlth
Northwestern Memorial Hospital	Rolling Hills Hospital - UHS
Norton Psychiatric Hospital	Rush Presb St Lukes Med Cntr
Norwood Hospital - Steward Hlth	S.W. Washington Medical Center
NW Texas Hospital	Sacred Heart Hospital - Peace Health
Nyack Hospital	Sacred Heart Hospital - WI
Ochsner Clinic	Sacred Heart Med Ctr - WA
Ogden Regional Med Ctr	Salina Regional Health Center
	San Antonio Behavioral Health
	San Pedro Hospital - Providence

Sanford Medical Center Fargo	St. Francis Hospital - Hartford CT
Santa Barbara Cottage Hospital	St. Francis Hospital - Memphis TN
Santa Clara Homestead Hosp -	St. Francis Hospital - Poughkeepsie NY
Sarasota Memorial Hospital	St. Francis Med Ctr - Monroe LA
Schneider Hospital	St. Francis Med Ctr - Peoria IL
Scott & White Hospital - Baylor Health	St. James Mercy Hospital
Care System	St. John Hospital - Warren MI - Ascension
SEMISA S.A.	Hlth
Sentara Norfolk General Hospital	St. John's Hospital - Springfield IL
ServiceMaster Company	St. John's Regional - Springfield MO
Seton Shoal Creek Hospital	St. John's Riverside Community Hosp
Shadow Mountain Behavioral Hlth Sys	St. Joseph Hospital - Nashua NH
Sharon Hospital	St. Joseph Med Ctr
Sharp Healthcare	St. Joseph Mercy Chelsea Hlth Sys
Shawnee Mission Med Cntr	St. Joseph Mercy Hlth Sys - Ann Arbor
Sheppard Pratt Hospital	St. Joseph's Medical Center
Sibley Memorial Hospital - JHHS	St. Louis University Hospital
Silver Hill Hospital, Inc.	St. Luke's - Roosevelt Hospital NY
Skiff Medical Center	St. Luke's Hosp - Kansas City MO
Skyway Surgery Center	St. Luke's Hospital - Duluth MN
Sonora General Hospital	St. Luke's Hospital - Sioux City, IA
South Dakota Human Service Ctr	St. Mary Hospital - Livonia MI
South Nassau Hospital	St. Mary's Hlth Ctr - St Louis MO
South Texas Behavioral Hlth Ctr - UHS	St. Mary's Hospital - Decatur IL
Southern Hills Hospital	St. Mary's Hospital - Rochester MN
Southern Maine Medical Center	St. Peter Reg'l Treatment Ctr
Southern Regional Medical Ctr.	St. Thomas Hospital - TN
Southlake Center Mental Health	St. Thomas Medical Center - OH
Southwest Gen'L Hlth Cntr	St. Vincent Hospital - Indianapolis IN
Southwood Hospital	St. Vincent Med Ctr - Bridgeport CT
Sparks Regional Medical Center	St. Vincent's Hospital - Westchester
Sparrow Hlth Sys/St. Lawrence Hospital	St. Vincent Kokomo
Spartanburg Medical Center	Stanford University Hospital
Springfield Hospital	Staten Island Univ Hospital
St Luke's Methodist	Stormont Vail Medical Center
St Mary's M.C. - Welborn Campus	SummitRidge Hospital
St Michael's Medical Center	SUN Behavioral Health
St. Anthony - Franciscan Aliance	Sunniside Med Ctr - KP
St. Anthony Regional - Carroll IA	Suprera Innovation Co.
St. Anthony's Hospital - Okla City OK	Sutter Health Sacramento
St. Bernard's Reg'l Hospital	Swedish Issaquah Campus
St. Charles Hospital	Swedish Medical Ctr - Cherry Hill
St. Clair Memorial Hospital	Syosset Hospital
St. Elizabeth Hospital - IL	Tampa Community Hospital
St. Elizabeth Hospital - WI	Tanner Medical Center Villa Rica
St. Elizabeth Med Ctr - MA	Terrell State Hospital

Texoma Medical Center	University of Vermont Med Cntr
The Medical Center	University of Virginia
The Mediplex Group, Inc.	University Surgery Center
The Menninger Clinic	UPMC - Western Psychiatric Institute
The Methodist Hospital/Baylor	UPMC Montefiore
Thomas Technical Services	UPS
Touchette Regional Hospital	UT SW Med Ctr
Trident Medical Center - HCA	VA - Baltimore, MD
Trinitas Reg'l Med Ctr	VA - Bronx, NY
Truman Medical Center	VA - Clarksburg
Trust Point Hospital	VA - Iowa City, IA Warehouse
TUFTS Medical Center	VA - New York, NY
Tysons Corner Medical Ctr/Kaiser	VA - Orlando Med Ctr
U of CO - North Pavilion	VA - Rocky Mt. Reg'l
U of KS Hospital Authority	VA - San Francisco
U of Maryland Midtown Cmps	VA - White River Junction
U of North Carolina Hospitals	VA Med Ctr - Seattle, WA
U.C.L.A. Medical Center	VA Medical Center - Nashville
U.S. Imaging, Inc. Suite	VA Medical Center/Audie Murphy
UConn Health Center	Valley View Hospital
UMass Memorial Healthcare	VAMC - Muskogee, OK
United Medical Center	Vanderbilt University Medical Center
Univ. of CA Med Ctr @ Irvine	Via Christi Reg'l Medical Cntr
Univ. of Cincinnati, OH	Victory Memorial - Comm Hlth Sys
Univ. of Kansas Medical Center	Vidant Medical Center
Univ. of Maryland Hospital	Vidant Roanoke - Chowan Hospital
Univ. of Miss. Medical Center	Virginia Baptist Hospital
Univ. of Utah Neuropsych. Inst	Virginia Hosp Center Arlington
Univ. of Washington Med Ctr	W.C.A. Hospital
University Hospital	Wake Forest Baptist Med Ctr
University Hospital - Boston, MA	War Memorial Hospital
University Hospital Systems - TX	Washington County Hosp. Assoc.
University Med. Ctr. of Princeton	Washington Hospital
University Medical Center	Waukesha Memorial Hospital
University of Alabama of Birmingham	Wellmont Health System
University of Arkansas for Med Sciences	West Florida Reg'l Hospital - HCA
University of CA Medical Cntr	West Oaks Hospital
University of Florida Hospital	Westchester Medical Center
University of Iowa Hospitals and Clinics	Westlake Hospital
University of Kentucky	William Beaumont Hospital
University of Miami Hosp - HCA	Windmoor Health Care - UHS
University of Michigan Hosp	Woodland Springs
University of Minnesota	WU Northwest Campus
University of New Mexico Hospital	WVU Hospital
University of Toledo	Yakima Valley Memorial Hosp.
University of UT Med Ctr	Yale New Haven - St. Raphael

Yale New Haven Hospital

**Vendors**

4 Star Electronics, Inc.  
 A & H Tool & Die  
 A.J Worldwide Services, Inc.  
 Abacus Technology, Inc.  
 Above Board Electronics  
 Acronis  
 ADP Inc.  
 Advanced PCB Services, Inc.  
 Advanced Powder Coating, Inc.  
 Agility Fairs & Events Logistics  
 Alicia Hudson  
 Allied Electronics Inc.  
 Altiris  
 Amazon  
 American Electronic Resource Inc.  
 American Express  
 American Psychiatric Publishing  
 AMS Pictures  
 Apex Translations, Inc.  
 Apple Computer, Inc.  
 Appleton Electronics  
 Arrow Electronics  
 Arrow Mechanical Contractors  
 AT&T  
 Augusta Reg. Medical Center  
 Avinashi Logistics LLC  
 Avnet Electronics Marketing  
 Balsamiq Studios  
 Bank of America Business Card  
 Bank of America Credit Line  
 Barnhardt Manufacturing Company  
 Batteryspec.com  
 Becker Fabrication Inc.  
 Best Overhead Door, LLC  
 Blackpoint/ All Tech 1  
 Bluedogink.com  
 Box Maker  
 Capital One, F.S.B.  
 Cardinal Health/Covidien/Medtro  
 Cardinal Industrial Finishing  
 Cardinal Paint and Powder  
 CFS Binding Supplies

Charleston Research Institute  
 Chem - Dry  
 Chip One Exchange  
 Cons Gen of the Rep of Indones  
 Courageous Recovery/Carol Kivler  
 D & L Locksmith  
 Daitron, Inc.  
 Danlee Medical Products, Inc.  
 Dash Electronics, Inc.  
 Davis Lock & Safe  
 DC Micro Technology  
 Deluxe Business Forms  
 DHL Global Forwarding  
 Digi-Key  
 Digital Pipelines  
 DSV Air & Sea Inc.  
 Duke University  
 Eagle Technology Solutions  
 Eastman Plastics, Inc.  
 Easybar Beverage Control  
 Ecolights Northwest, LLC  
 eemagine Medical Imaging Solutions GmbH  
 EIS INC. - Com - Kyl Circuit Sup.  
 Element Materials Technology  
 Elma Electronic Inc.  
 Elsevier Inc  
 EMA Design Automation  
 Embarcadero Technologies  
 EMC Component Group  
 EMS  
 Enedo/ Efore  
 ETI Group  
 Exxelia USA, Inc.  
 Fastenal  
 Federal Express Corp.  
 Fedex Trade Networks  
 Feller LLC  
 FileMaker, Inc.  
 Flat World Communication, LLC  
 FLUKE Electronics  
 Freeman Decorating Co.  
 Fuses Unlimited  
 Future Electronics Inc.  
 Gasket Technology Inc.  
 GHA Technologies, Inc.  
 Global Contact Int'L Pub Corp

Global Industrial  
 Global Language of Business  
 GlobalSign  
 Gowdy Bros Electric, Inc.  
 Grainger  
 Graphic Controls/ Vermed/ Niss  
 Grayhill Inc.  
 Greenleaf Book Group  
 Hartmann Exhibits & Displays  
 Heilind Electronics Inc.  
 Hisco Corporate - All Spec  
 Honneywell - Kaz  
 HRdirect  
 ICO Rally  
 IHS  
 Impact Components  
 Integrated Metal Components  
 Intronix Test Instruments Inc.  
 Inventif Solutions  
 Invisible Pest Control  
 J Thayer Company  
 Jaco/ Jaco Display Solutions,  
 Jacque Weisgerber  
 Jadak, a Novanta Company  
 Jive Communications Inc.  
 JJ Calibrations, Inc.  
 JPB Precision Sheet Metal  
 JSI  
 Kensington Electronics, Inc.  
 Keytec, Inc.  
 Kuehne & Nagel, Inc.  
 LeMel Enterprises  
 LGInternational - CleanMark  
 Liberty Stamp Co  
 Limited Papers  
 Lintech Components  
 Lynch/Conger/McLane LLP  
 Macdonald Devin, P.C.  
 Magaurn Video Productions  
 MAGNET Cooperative  
 Marom Bikson  
 Master Distributors  
 MedexSupply.com  
 Medi Cal Instruments, Inc.  
 Mercedes - Benz of Wilsonville  
 MFI Medical

MIG Express LLC  
 Mike's Electric  
 Molex/ Affinity/ Philip Medisi  
 Morrison Engineering  
 Mortara Instrument, Inc - Card  
 Mouser Electronics  
 National Cable Molding Co.  
 National Precision (BISCO)  
 Nationwide Legal LLC  
 Nelson - Miller, Inc  
 Netech Corporation  
 Nevrona  
 Newark Electronics  
 Now Computing, LLC  
 Nvent  
 Office Depot  
 Office Products Nationwide  
 Oregon Manufactureres Director  
 Oswego Storage/A Storage Place  
 Pacific Office Automation  
 Pacific Typewriter Company  
 Pacific West Medical  
 Parker Laboratories  
 Penguin Group (USA), Inc  
 Petersen Arne  
 PGE  
 Phoenix Electric Company, LLC  
 Pitney Bowes - Purchase Power  
 Pitney Bowes Global Financial  
 Portland Commercial Furniture,  
 Portland Mechanical Contractor  
 Portland Screw Co.  
 Power Mac Pac, Inc.  
 Power Vac LLC  
 Precision Cable  
 Precision Packaging Products  
 Precision Sheet Metal Services  
 Premier Healthcare Alliance, L  
 Premier Press  
 Prink Made Fabrication  
 Pro Ad Co  
 ProCom  
 Progent Corporation  
 Provantage LLC  
 PSS World Medical  
 Public Storage



Quail Electronics, Inc.  
Quest Components  
Quill Corporation  
R&C Carpet Care Inc.  
Raymond James/Kettering Investment  
Strategies  
Richmond Dental & Medical  
River City Rush Delivers  
Robert Half Finance & Accounti  
Roca Services  
Rochester Electronics, LLC  
Rogan Corporation  
Safeguard Business Systems  
Samtec  
Sealcon  
Shred NW/ AccuShred  
Sierra Springs - Aqua Cool  
Sierra Springs / Brewed Coffee  
Signal Transformer Co. Inc.  
Staples  
State Electronics Part  
State of North Carolina - EPro  
StayOnline  
Stone Circle Produtcions, Inc.  
Subaru of Bend  
Sunstone Circuits, LLC.  
Supertronix Inc.  
Synnex/ Anthro  
Taylor & Francis/ Routledge  
Teachable  
Tech Data Corporation  
Tequipment  
Test Equipment Connection  
Tigerdirect.com  
TNT USA, Inc  
Total Reclaim  
Trade Technologies, Inc.  
TRC Electronics, Inc.  
TTI Inc.  
TTM Technologies/ Viasystems  
Tualatin Chamber of Commerce  
UFI  
UI LLC  
Uline  
UMC Global Inc  
Underwriters Laboratories Inc.

United Mileage Plus - Chase  
UPS Customhouse Brokerage  
UPS Supply Chain Solutions, Inc  
URS Electronics Inc.  
Verical/ Arrow  
Vision Service Plan  
Waldron Smith Management  
Walker Component Group  
Warco Biltrite  
Welco Electronics  
Wolters Kluwer/Lippincott Will  
WTMR, LLC  
WuXi App Tec., Inc.  
ZiPLY Fiber - Frontier

**EXHIBIT C**

Engagement Agreement

## Services Agreement

This Services Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2021 between Bankruptcy Management Solutions, Inc. d/b/a Stretto ("Stretto") and \_\_\_\_\_ (together with its affiliates and subsidiaries, the "Company").<sup>1</sup>

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Services

- (a) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing and maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, and plan solicitation, balloting, disbursements, and tabulation of votes, administrative support in preparation of schedules of assets and liabilities and statements of financial affairs ("Claims Administration, Noticing, and Solicitation Services"); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "Services").
- (b) The Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

### 2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto (the "Preferred Rate Structure"). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid

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<sup>1</sup> The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.

as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

- (c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.
- (d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Stretto an advance of \$\_\_\_\_\_. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Stretto shall provide 30 days' notice to the Company of such increases.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Client using either (or both) of the following methods:

**Wire Transmission**

Bank Name – Pacific Western Bank

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – 1000681781

Account Name – Bankruptcy Management Solutions, Inc.

**Check**

Stretto

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

**3. Retention in Bankruptcy Case**

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "Bankruptcy Code"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

**4. Confidentiality**

- (a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection

with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent the such party's counsel in good faith determines such disclosure can be limited.

## 5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "Property") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

## 6. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

## 7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "Cause" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.
- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services and

assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Preferred Rate Structure.

#### **8. No Representations or Warranties**

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

#### **9. Indemnification**

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.
- (d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

#### **10. Limitations of Liability**

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

#### **11. Company Data**

- (a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "SOFAs and Schedules"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.
- (b) The Company agrees, represents and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to

Stretto; and (ii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

- (c) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Stretto.
- (d) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

## **12. Non-Solicitation**

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

## **13. Force Majeure**

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

## **14. Choice of Law**

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **15. Arbitration**

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

## **16. Integration: Severability; Modifications: Assignment**

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals,

- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

**17. Effectiveness of Counterparts**

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

**18. Notices**

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

If to Stretto:                   Stretto  
  410 Exchange, Ste. 100  
  Irvine, CA 92602  
  Attn: Sheryl Betance  
  Tel: 714.716.1872  
  Email: sheryl.betance@stretto.com

If to the Company:           MECTA Corporation  
  19799 SW 195th Avenue  
  SUITE B  
  ATTN: ROBIN NICOL  
  Email: rnicol@mectacorp.com

With a copy to: \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

[THIS SPACE INTENTIONALLY LEFT BLANK]



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

Stretto



By: Travis Vandell

Title: Managing Director

MECTA Corporation



By:

Title: *President*

## Fee Structure

### Consulting Services and Rates

**Position****Hourly Rate***Analyst*

\$33 - \$66

The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.

*Consultant (Associate/Senior Associate)*

\$70 - \$200

The Associate manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports.

The Senior Associate leads complex data aggregation projects for compilation of Schedules & SOFA, the creditor matrix and special notice lists. In addition, the Senior Associate oversees quality control and on mailings and reports. Stretto's Senior Associates average over seven years of experience.

*Director/ Managing Director*

\$210 - \$250

The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement.

The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate.

Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.

*Executive Management**Waived*

Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.

### Solicitation, Balloting and Tabulation Rates

*Solicitation Associate*

\$230

The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.

*Director of Securities & Solicitations*

\$250

The Director of Securities leads public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of related processes.

**Printing Services & Noticing Services****Services**

Printing  
Customization/Envelope Printing  
Document Folding and Inserting  
Postage/Overnight Delivery  
Standard Email Noticing  
Fax Noticing  
Envelopes  
Coordinate and Publish Legal Notices

**Pricing**

\$0.10 (per image)  
\$0.05 (each)  
Waived  
Preferred Rates  
Waived  
\$0.10 (per page)  
Varies by Size  
Available on Request

**Electronic Services****Services**

Case Website Set-Up  
Update Case Docket and Claims Register  
Online Claims Filing  
Online Ballots Filing  
Robotic Process Automation  
eDiscovery  
Secured File Retention, FedRAMP, and HTTPs Environments

**Pricing**

Waived  
Waived  
Waived  
Waived  
Varies by Use  
Quoted at Time of Request  
Varies by Use

**Claims Administration & Management Expenses****Services**

License Fee and System Maintenance  
Database and System Access (Unlimited Users)  
Custom Client Reports

**Pricing**

\$0.10 (per creditor per month)  
Waived  
Waived

**Document Management Services****Services**

Electronic Imaging (Per Imaged Page)  
Virtual Data Room

**Pricing**

\$0.10  
Available on Request

**Call Center Support Services****Services**

Case-Specific Voice-Mail Box for Creditors  
Interactive Voice Response (Per Minute)  
Monthly Maintenance Charge  
Management of Call Center (Per Hour)

**Pricing**

Waived  
Waived  
Waived  
Standard Hourly Rates

**Disbursement Services****Services**

Check Issuance  
W-9 Mailing and Maintenance of TIN Database  
Disbursements - Record to Transfer Agent

**Pricing**

Available on Request  
Standard Hourly Rates  
Quoted at Time of Request