

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re  
Eastern Outfitters, LLC, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11  
Case No.: 17-10243 (LSS)  
(Joint Administration Requested)  
Related to Docket No. 13

**ORDER AUTHORIZING RETENTION AND  
APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC  
AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS  
PURSUANT TO 28 U.S.C. § 156(c), *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the "Application")<sup>2</sup> of Eastern Outfitters, LLC and its chapter 11 affiliates, the debtors and debtors in possession (the "Debtors") in the above-captioned jointly administered chapter 11 cases (the "Cases"), for entry of an order (this "Order") authorizing the retention and appointment of Kurtzman Carson Consultants LLC ("KCC") as claims and noticing agent under 28 U.S.C. §156(c), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2002-1(f) of the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"); and upon consideration of the declaration of Robert Jordan submitted in support of the Application; and upon consideration of the First Day Declaration; and it appearing that this Court has jurisdiction over this matter pursuant to 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

<sup>1</sup> The Debtors and the last four digits of their respective federal taxpayer identification numbers, where applicable, are as follows: Eastern Outfitters, LLC (9164); Subortis Retail Financing, LLC (9065); Eastern Mountain Sports, LLC (9553); Subortis IP Holdings, LLC; Bob's Stores, LLC (4389); and Bob's/EMS Gift Card, LLC (9618). The Debtors' executive headquarters are located at 160 Corporate Court, Meriden, CT 06450.

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



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dated as of February 29, 2012; and it appearing that venue of these Cases and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and good and sufficient notice of the Application having been given; and after a hearing on the Application, and no other or further notice being required; and it appearing that the employment of KCC is in the best interests of the Debtors, the estates, and creditors; and sufficient cause appearing therefor; it is hereby

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

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

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

7. KCC 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 U.S. Trustee, counsel for the Debtors, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices.

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

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

10. KCC may apply its retainer to all prepetition invoices, and thereafter, KCC may hold its retainer under the Services Agreement during these Cases as security for the payment of fees and expenses incurred under the Services Agreement.

11. The Debtors shall indemnify KCC under the terms of the Services Agreement.

12. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

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

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

15. The portion of paragraph II.E of the Services Agreement addressing late charges shall be null, void, and of no further force and effect for services rendered by KCC during these Cases.

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

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

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

19. KCC shall not cease providing claims processing services during these Cases for any reason, including nonpayment, without an order of the Court.

20. KCC shall comply with all relevant statutory provisions and rules of procedure, including local rules of procedure, general orders and applicable guidelines.

21. At the end of the chapter 11 cases or upon termination of KCC's services, the Debtors or the trustee must obtain a termination order to terminate the services of KCC, which order may be submitted under certification of counsel. KCC is responsible for archiving the claims with the Federal Archives Record Administration, if applicable.

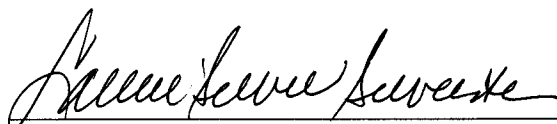
22. The Debtors shall notify both the Clerk's Office and KCC within seven (7) days of an order of dismissal or conversion of the Cases.

23. Notwithstanding any term in the Services Agreement to the contrary, KCC's liability during the Cases shall not be limited to the amount billed or paid under the Services Agreement.

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

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

Dated: February 8, 2017  
Wilmington, Delaware



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THE HONORABLE LAURIE SELBER SILVERSTEIN