

Response Deadline: November 10, 2021 at 4:00 p.m. (Prevailing Eastern Time)
Hearing Date and Time: November 17, 2021 at 11:00 a.m. (Prevailing Eastern Time)

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Leo T. Crowley
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Counsel for GUC Recovery Trustee

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
In re:	:	Chapter 11
	:	
JCK LEGACY COMPANY, <i>et al.</i> ,	:	Case No. 20-10418 (MEW)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
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**GUC RECOVERY TRUSTEE'S SIXTH OMNIBUS
OBJECTION TO AMENDED/SUPERSEDED SCHEDULED CLAIMS**

THIS SIXTH OMNIBUS OBJECTION SEEKS TO DISALLOW AND EXPUNGE AMENDED/SUPERSEDED SCHEDULED CLAIMS. PARTIES RECEIVING THIS OBJECTION SHOULD REVIEW THE OMNIBUS OBJECTION AND SCHEDULES 1 AND 2 ATTACHED TO THE BRANDT DECLARATION TO DETERMINE WHETHER THE OMNIBUS OBJECTION AFFECTS THEIR CLAIM(S).

William A. Brandt, Jr. in his capacity as trustee (the "**GUC Recovery Trustee**") of the JCK Legacy GUC Recovery Trust ("**GUC Recovery Trust**") created under the JCK Legacy GUC Recovery Trust Agreement (the "**Trust Agreement**") and the confirmed *First Amended Joint Chapter 11 Plan of Distribution of JCK Legacy Company and its affiliated Debtors and Debtors in Possession* (the "**Plan**") [Docket No. 879], by and through undersigned counsel, files this sixth

¹ The Debtors in these chapter 11 cases and the last four characters of each Debtor's tax identification number are: JCK Legacy Company (0478) and Herald Custom Publishing of Mexico, S. de R.L. de C.V. (5UZ1). The location of the GUC Recovery Trustee's service address for purposes of these chapter 11 cases is: 110 East 42 Street, Suite 1818 New York, NY 10017.



omnibus objection (the “**GUC Recovery Trustee’s Sixth Omnibus Objection**”), and pursuant to section 502 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rule**”), seeks entry of an order (the “**Proposed Order**”) substantially in the form attached as **Exhibit B**:

- (a) disallowing and expunging the scheduled claims identified on Schedule 1 to the Brandt Declaration (the “**Schedule 1 Claims**”).
- (b) disallowing and expunging the scheduled claims identified on Schedule 2 to the Brandt Declaration (the “**Schedule 2 Claims**”).

In support of the GUC Recovery Trustee’s Sixth Omnibus Objection, the GUC Recovery Trustee submits the *Declaration of William A. Brandt, Jr.* (the “**Brandt Declaration**”) attached as **Exhibit A** and represents as follows:

JURISDICTION AND VENUE

- 1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334.
- 2. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).
- 3. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.
- 4. The predicates for the relief sought herein are section 502 of the Bankruptcy Code and Bankruptcy Rule 3007.

BACKGROUND

- 5. On February 13, 2020 (the “**Petition Date**”), The McClatchy Company, a corporation organized under the laws of the state of Delaware, and certain of its affiliates (the “**Debtors**”), filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The chapter 11 cases have been jointly administered for procedural purposes, and some cases remain pending.

6. On May 21, 2020, the Bankruptcy Court entered an *Order Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* (the “**Bar Date Order**”) [Docket No. 485], and set July 10, 2020, at 5:00 p.m. (E.T.), as the deadline for creditors to file proofs of claim against the Debtors.

7. Notice of the Bar Date Order was mailed and also published in *The New York Times* as required by the Bar Date Order. *See* Docket Nos. 485, 513.

8. On September 25, 2020, the Bankruptcy Court entered an order (the “**Confirmation Order**”) confirming the Plan, which became effective on September 30, 2020 (the “**Effective Date**”).

9. The Plan and Confirmation Order provide for the establishment of the GUC Recovery Trust pursuant to the Trust Agreement on the Effective Date, at which time the GUC Recovery Trustee was appointed to administer the GUC Recovery Trust. Confirmation Order at 11, 42; Trust Agreement, § 2.1; Plan, § 6.20.

10. Under the Trust Agreement, the GUC Recovery Trustee is authorized to review, object to, settle and resolve all general unsecured claims filed against the Debtors’ estates. Trust Agreement, § 6.1. The GUC Recovery Trustee is also authorized to represent the Debtors’ estates before any court of competent jurisdiction on matters concerning the GUC Recovery Trust, *id.* at § 2.2(m), to enter into any agreement that is consistent with the Plan, Confirmation Order and the GUC Recovery Trust, *id.* at § 2.2(u), and to take any action that is reasonably necessary to administer the GUC Recovery Trust and the Plan. *Id.* at § 2.2(aa).

11. The purpose of the GUC Recovery Trustee’s Sixth Omnibus Objection (and of the companion GUC Recovery Trustee’s Seventh Omnibus Objection) is to confirm the GUC Recovery Trustee’s understanding that Schedule 1 Claims and Schedule 2 Claims have been

amended or superseded by a proof of claim and to give fair notice and an opportunity to be heard to the creditors identified on those schedules.

12. Bankruptcy Rule 3003(c)(4) states that a proof of claim supersedes the scheduling of the claim. The GUC Recovery Trustee is also authorized to adjust the claims register without court approval. In particular, section 6.4 of the Trust Agreement provides:

Any Claim in Class 3 or 5 that has been paid, satisfied, or superseded may be expunged on the Claims Register by the GUC Recovery Trustee . . . and any Claim in Class 3 or 5 that has been amended may be adjusted thereon by the GUC Recovery Trustee without a Claims objection having to be filed and without any further notice to or action, Order, or approval of the Bankruptcy Court.

Trust Agreement, § 6.4.

13. In situations where the same creditor has both a scheduled claim and a proof of claim against the same debtor and in the same amount, or where the proof of claim is for a larger amount than a scheduled claim, the GUC Recovery Trustee believes that the Bankruptcy Rules and the Trust Agreement empower him to allow just one claim for that creditor.

14. In other situations, however, where the scheduled claim and proof of claim are against different debtors (although perhaps mistakenly so), or where the scheduled claim is larger than the proof of claim, the right answer is not so self-evident that it is prudent for the GUC Recovery Trustee to proceed on his own. Thus, notwithstanding Bankruptcy Rule 3003(c)(4) and the broad authority to adjust the claims register, the GUC Recovery Trustee believes it prudent to seek this Court's approval to disallow and expunge: (a) Schedule 1 Claims, which are scheduled claims with higher dollar amounts that apparently were amended or superseded by a proof of claim filed by the same creditor against a different debtor and with a lower dollar amount, and (b) Schedule 2 Claims, which are scheduled claims that apparently were amended or superseded by proofs of claim with different amounts and different debtors.

15. For instance, as shown in **Exhibit D** for Schedule 1 Claims, Evergy has a scheduled claim of \$141,317.13 against Cypress Media, LLC, and a filed proof of claim in the amount of \$127,235.41 against McClatchy Services, Inc. Evergy's proof of claim states that it provided services to "Kansas City," which was a subsidiary of Cypress Media, LLC – the entity that had scheduled the claim. Accordingly, the GUC Recovery Trustee believes that the scheduled claim and the proof of claim are based on the same obligation – services to Cypress Media -- notwithstanding that on the face of it they involve different debtors. Thus, according to Bankruptcy Rule 3003(c)(4), the scheduled claim should be eliminated.

16. Technotrans Americas has two scheduled claims, one for \$22,545.28 against Cypress Media, LLC, and another for \$708.27 against Miami Herald Media Co. Technotrans filed a single proof of claim against The McClatchy Company for \$23,343.34, which was later expunged after the purchaser of the Debtors' assets assumed the liability. *See* Docket No. 1105. Technotrans also provided services to Kansas City Star, a newspaper under Cypress Media. Thus, for both Evergy and Technotrans, the only unfinished business is to take their claims off the schedule.

17. Similarly, as shown in **Exhibit E** for Schedule 2 Claims, Alorica, Inc. has a scheduled claim of \$342,114.83 against Miami Herald Media Co. and a filed proof of claim in the amount of \$661,549.36 against the McClatchy Shared Services, Inc.² Alorica's proof of claim states that it provided services to several debtor entities, including Miami Herald. Accordingly, the GUC Recovery Trustee believes that the scheduled claim has been superseded because it is subsumed in the proof of claim. Cannon Financial Services, Inc. has two scheduled claims, one for \$63.96 against the McClatchy Shared Services, Inc. and another for \$5,719.86 against the Star-Telegram, Inc. Cannon Financial filed a single proof of claim in the amount of \$8,579.79 against

²The claim was later expunged after the purchaser of the Debtors' assets assumed the liability. *See* Docket No. 1070.

the Star-Telegram.³ As noted in footnotes 2 and 3 below, in both cases, the proof of claim was expunged; however because the scheduled claim of the same creditor was against a different debtor entity, expungement of the proof of claim did not result in the schedules being cleaned up to match.

18. Notwithstanding differing amounts and debtors, the GUC Recovery Trustee believes that Schedule 1 Claims and Schedule 2 Claims related to proofs of claim similar to those identified on Exhibit D and Exhibit E have been amended or superseded and therefore should be disallowed and expunged.

RELIEF REQUESTED

19. Pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3007, the GUC Recovery Trustee seeks entry of the Proposed Order disallowing and expunging Schedule 1 Claims and Schedule 2 Claims because they were amended or superseded by a proof of claim.

BASIS FOR RELIEF

20. Section 502 of the Bankruptcy Code governs the allowance and disallowance of claims. 11 U.S.C. § 502. Generally, a proof of claim filed is deemed allowed, unless a party objects. 11 U.S.C. § 502(a). Absent an objection, a properly executed and filed proof of claim constitutes *prima facie* evidence of the validity and amount of the claim. *In re Metex Mfg. Corp.*, 510 B.R. 735, 740 (Bankr. S.D.N.Y. 2014) (citing Fed. R. Bankr. P. 3001(f)). If an objection is filed, however, the objecting party has the initial “burden of putting forth evidence sufficient to refute the validity of the claim.” *Metex*, 510 B.R. at 740 (citation omitted). “By producing ‘evidence equal in force to the *prima facie* case,’ an objector can negate a claim’s presumptive legal validity, thereby shifting the burden back to the claimant to ‘prove by a preponderance of the evidence that under applicable law the claim should be allowed.’” *In re Residential Capital, LLC.*, 518 B.R. 720,

³The claim was later expunged after the purchaser of the Debtors’ assets assumed the liability. *See* Docket No. 1103.

731 (Bankr. S.D.N.Y. 2014) (quoting *In re Motors Liquidation Co.*, 2013 WL 5549643, at *3 (S.D.N.Y. 2013)).

21. Bankruptcy Rule 3007, which governs objections to claims, further provides that “objections to more than one claim may be joined in an omnibus objection” if “the objections are based solely on the grounds that claims should be disallowed.” Fed. R. Bankr. P. 3007(a). An omnibus objection may include claims that have been amended or superseded by subsequently filed claims. Fed R. Bankr. P. 3007(d)(3).

Amended/Superseded Scheduled Claims

22. The GUC Recovery Trustee has determined that Schedule 1 Claims and Schedule 2 Claims should be disallowed and expunged because they have been amended or superseded by a proof of claim.

23. Prior to making this determination, the GUC Recovery Trustee, with the assistance of the undersigned counsel, reviewed all remaining scheduled claims that had not reconciled and determined that it was not necessary to obtain court approval to adjust the claims register for: (a) scheduled claims that have been amended or superseded by a proof of claim against the same debtor in the same amount; (b) scheduled claims with lower dollar amounts that have been amended or superseded by a proof of claim with higher dollar amounts against the same debtor; and (c) scheduled claims where the creditor received a cure payment or similar treatment. It was apparent from the claims register that these scheduled claims had been amended or superseded by a proof of claim and therefore those scheduled claims have been expunged. A list of the expunged scheduled claims is attached as **Exhibit C**.⁴

⁴ In Exhibit C, some of the proofs of claim that amend or supersede the expunged scheduled claim(s) have been expunged themselves either because such claims were deemed duplicative of other proofs of claim, the executory contracts related to such claims were assumed by the asset purchaser after the sale of the Debtors’ assets, or the

24. However, with respect to scheduled claims with higher dollar amounts that have been amended or superseded by proofs of claim with lower dollar amounts (*i.e.*, Schedule 1 Claims) and scheduled claims that have been amended or superseded by proofs of claim with different amounts and different debtors (*i.e.*, Schedule 2 Claims), the GUC Recovery Trustee believes it prudent to obtain court approval to ensure that the affected creditors are appropriately noticed and given an opportunity to respond to the proposed adjustment of their scheduled claims.

25. Similar to the claims identified on Exhibit C, some proofs of claim that amend or supersede Schedule 1 Claims and Schedule 2 Claims have been expunged either because the executory contracts related to such claims were assumed by the asset purchaser after the sale of the Debtors' assets, or the obligations relating to such claims have been paid or otherwise settled and therefore the GUC Recovery Trust is no longer responsible. *See* Docket Nos. 983, 1049, 1051, 1070, 1094, 1103, 1105 and 1132. But, because the schedules list a different debtor than the expunged claim, the schedules need to be additionally adjusted in addition to the proof of claim being expunged.

26. In sum, this omnibus objection seeks to confirm the GUC Recovery Trustee's understanding with respect to Schedule 1 Claims and Schedule 2 Claims which have been amended or superseded by a proof of claim. Accordingly, the GUC Recovery Trustee respectfully requests that the creditors' claims be limited to their proofs of claim, and that the scheduled claims be disallowed and expunged (as noted above in some cases that will mean the creditor will have no remaining claim).

obligations relating to such claims have been paid or otherwise settled and thus the GUC Recovery Trust is no longer responsible. *See* Docket Nos. 894, 983, 1009, 1049, 1051, 1070, 1094, 1103, 1105 and 1132. In those cases, the creditor has no claim recovery at all.

RESPONSES TO GUC RECOVERY TRUSTEE'S SIXTH OMNIBUS OBJECTION

27. To contest an objection, a claimant must file and serve a written response to this GUC Recovery Trustee's Sixth Omnibus Objection so that it is received no later than November 10, 2021 at 4:00 p.m. (Eastern Time) (the "**Response Deadline**"). Each response must be filed and served upon movant, each counsel to the Plan Administration Trustee, the United States Trustee, the Debtors, and all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002.

28. Any response must: (a) be in writing; (a) conform to the applicable Bankruptcy Rules and Local Bankruptcy Rules; (c) state the name and address of the claimant and description of the basis for the amount of the claim; (d) include a concise statement for the reason why the claim should not be disallowed and expunged for the reasons set forth in the GUC Recovery Trustee's Sixth Omnibus Objection, including, but not limited to, the specific factual and legal bases upon which the claimant will rely in opposing the GUC Recovery Trustee's Sixth Omnibus Objection; (d) include all documentation or other evidence of the claim, to the extent not included with the proof of claim previously filed with the Bankruptcy Court, upon which the claimant will rely in opposing the GUC Recovery Trustee's Sixth Omnibus Objection at any hearing; and (e) the name, address, and telephone number of the person (which may be the claimant or the claimant's legal representative) possessing ultimate authority to reconcile, settle, or otherwise resolve the claim on behalf of the claimant.

29. Failure to file and serve a timely response by the Response Deadline will result in the claims identified on Schedule 1 and Schedule 2 to the Brandt Declaration being disallowed and expunged, without further notice to the claimant.

SEPARATE CONTESTED MATTER

30. If a response is filed regarding any Schedule 1 Claims or any Schedule 2 Claims, and if the GUC Recovery Trustee is unable to resolve any such response, each claim and the GUC Recovery Trustee's Sixth Omnibus Objection as it pertains to such claims, will constitute a separate contested matter as contemplated by Bankruptcy Rule 9014, if applicable. Further, the GUC Recovery Trustee requests that any order entered by the Court regarding an objection asserted in this GUC Recovery Trustee's Sixth Omnibus Objection be deemed a separate order with respect to each proof of claim.

NOTICE

31. Notice of the GUC Recovery Trustee's Sixth Omnibus Objection has been given to parties on the master service list who have agreed to accept service by email and by first-class mail to each of the parties identified on Schedule 1 and Schedule 2 to the Brandt Declaration. The GUC Recovery Trustee submits that such notice is sufficient and no other or further notice need be provided.

CONCLUSION

WHEREFORE, the GUC Recovery Trustee respectfully requests that the Court enter the Proposed Order attached as **Exhibit B**: (a) disallowing and expunging Schedule 1 Claims identified on Schedule 1; (b) disallowing and expunging Schedule 2 Claims identified on Schedule 2; and (c) granting such other and further relief as the Court deems just and proper.

Dated: September 28, 2021
New York, New York

/s/ Leo T. Crowley
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Counsel for GUC Recovery Trustee

Response Deadline: November 10, 2021 at 4:00 p.m. (Prevailing Eastern Time)
Hearing Date and Time: November 17, 2021 at 11:00 a.m. (Prevailing Eastern Time)

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Leo T. Crowley
Kwame O. Akuffo

Counsel for GUC Recovery Trustee

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
JCK LEGACY COMPANY, <i>et al.</i> ,	:	Case No. 20-10418 (MEW)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

**NOTICE OF GUC RECOVERY TRUSTEE'S
SIXTH OMNIBUS OBJECTION AND HEARING**

THIS SIXTH OMNIBUS OBJECTION SEEKS TO DISALLOW AND EXPUNGE AMENDED/SUPERSEDED SCHEDULED CLAIMS. PARTIES RECEIVING THIS OBJECTION SHOULD REVIEW THE OMNIBUS OBJECTION AND SCHEDULES 1 AND 2 ATTACHED TO THE BRANDT DECLARATION TO DETERMINE WHETHER THE OMNIBUS OBJECTION AFFECTS THEIR CLAIM(S).

PLEASE TAKE NOTICE that William A. Brandt, Jr., in his capacity as trustee of the JCK Legacy GUC Recovery Trust (“**GUC Recovery Trust**”), filed the *GUC Recovery Trustee’s Sixth Omnibus Objection to Amended/Superseded Scheduled Claims* (the “**GUC Recovery Trustee’s Sixth Omnibus Objection**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

¹ The Debtors in these chapter 11 cases and the last four characters of each Debtor’s tax identification number are: JCK Legacy Company (0478) and Herald Custom Publishing of Mexico, S. de R.L. de C.V. (5UZ1). The location of the GUC Recovery Trustee’s service address for purposes of these chapter 11 cases is: 110 East 42 Street, Suite 1818 New York, NY 10017.

PLEASE TAKE FURTHER NOTICE that any response to the GUC Recovery Trustee's Sixth Omnibus Objection must be filed on or before **November 10, 2021 at 4:00 p.m. (ET)** (the "**Response Deadline**") with the Bankruptcy Court, Courtroom 617, One Bowling Green, New York, New York 10004. At the same time, you must serve a copy of any response by the Response Deadline upon the undersigned counsel to the movant and to:

- (a) The Debtors, JCK Legacy Company, c/o FTI Consulting, Inc., 1201 W. Peachtree Street, NW, Suite 500, Atlanta, Georgia 30309, Attn.: Sean M. Harding (sean.harding@fticonsulting.com);
- (b) Counsel for the Plan Administration Trustee, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, Attn.: Shana A. Elberg (shana.elberg@skadden.com) and Bram A. Stochlic (bram.stochlic@skadden.com), 300 South Grand Avenue, Suite 3400, Los Angeles, California 90071, Attn.: Van C. Durrer, II (van.durrer@skadden.com), and Destiny N. Almogue (destiny.almogue@skadden.com) and 525 University Avenue, Palo Alto, California 94301 Attn.: Jennifer Madden (jennifer.madden@skadden.com);
- (c) Co-counsel for the Plan Administration Trustee, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, New York 10119, Attn.: Albert Togut (altogut@teamtogut.com) and Kyle J. Ortiz (kortiz@teamtogut.com);
- (d) The GUC Recovery Trust, c/o Development Specialists, Inc., 110 East 42nd Street, Suite 1818, New York, New York 10017 Attn.: William A. Brandt., Jr. (bbrandt@DSIconsulting.com);
- (e) Counsel for the GUC Recovery Trustee, Pillsbury Winthrop Shaw Pittman LLP, 31 West 52nd Street, New York, New York. Attn.: Leo T. Crowley (leo.crowley@pillsburylaw.com), Patrick Fitzmaurice (patrick.fitzmaurice@pillsburylaw.com), and Kwame O. Akuffo (kwame.akuffo@pillsburylaw.com);
- (f) The Office of the United States Trustee, U.S. Federal Office Building, 201 Varick Street, Room 1006, New York, New York 10014, Attn.: Benjamin J. Higgins and Brian S. Masumoto; and
- (g) Any party that has requested notice pursuant to Bankruptcy Rule 2002.

Only those responses made in writing and timely filed in accordance with the above procedures will be considered by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT, unless the telephonic hearing procedures set forth in General Order M-543 (Morris, C.J.) are amended, the hearing to consider the GUC Recovery Trustee's Sixth Omnibus Objection shall be held **telephonically via Court Solutions LLC on November 17, 2021, at 11:00 am (ET)** before the Honorable Michael E. Wiles in the Bankruptcy Court, Courtroom 617, One Bowling Green, New York, New York 10004. Instructions to register for Court Solutions LLC are attached to Gen. Ord. M-543.

PLEASE TAKE FURTHER NOTICE THAT if you fail to respond in accordance with this Notice and by the Response Deadline, the Bankruptcy Court may grant the relief requested in the GUC Recovery Trustee's Sixth Omnibus Objection without further notice or a hearing.

Dated: September 28, 2021
New York, New York

/s/ Leo T. Crowley
PILLSBURY WINTHROP SHAW PITTMAN LLP
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kwame.akuffo@pillsburylaw.com

Counsel for GUC Recovery Trustee

Exhibit A

Declaration of William A. Brandt, Jr.

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Counsel for GUC Recovery Trustee

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
	:	
JCK LEGACY COMPANY, <i>et al.</i> ,	:	Case No. 20-10418 (MEW)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

**DECLARATION OF WILLIAM A. BRANDT, JR.
IN SUPPORT OF GUC RECOVERY TRUSTEE'S SIXTH OMNIBUS OBJECTION**

Pursuant to 28 U.S.C. § 1746, I, William A. Brandt, Jr., submit this declaration (the "**Declaration**") under the penalty of perjury and state that the following is true to the best of my knowledge, information, and belief:

1. I am the Executive Chairman of the consulting firm Development Specialists, Inc., better known in the restructuring industry as DSI, and am the GUC Recovery Trustee² for the GUC Recovery Trust created under the Trust Agreement and the Plan.

2. I submit this Declaration in support of the *GUC Recovery Trustee's Sixth Omnibus Objection to Amended/Superseded Scheduled Claims* and state that the information contained in

¹ The Debtors in these chapter 11 cases and the last four characters of each Debtor's tax identification number are: JCK Legacy Company (0478) and Herald Custom Publishing of Mexico, S. de R.L. de C.V. (5UZ1). The location of the GUC Recovery Trustee's service address for purposes of these chapter 11 cases is: 110 East 42 Street, Suite 1818 New York, NY 10017.

² Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the GUC Recovery Trustee's Sixth Omnibus Objection.

the GUC Recovery Trustee's Sixth Omnibus Objection is true and correct to the best of my knowledge and belief.

3. In my capacity as GUC Recovery Trustee, I and those working under my supervision, reviewed certain remaining claims listed on the claims register prepared and maintained by the claims agent in these chapter 11 cases, Kurtzman Carson Consultants LLC, and concluded that the claims identified on Schedule 1 and Schedule 2 attached hereto and which were included in the debtors' schedules should be disallowed and expunged in their entirety because they apparently were amended or superseded by a proof of claim.

4. The purpose of the GUC Recovery Trustee's Sixth Omnibus Objection (and of the companion GUC Recovery Trustee's Seventh Omnibus Objection) is to confirm the GUC Recovery Trustee's understanding that Schedule 1 Claims and Schedule 2 Claims have been amended or superseded by a proof of claim and to give fair notice and an opportunity to be heard to the creditors identified on those schedules.

5. Bankruptcy Rule 3003(c)(4) states that a proof of claim supersedes the scheduling of the claim. The Trust Agreement also gives me broad authority to adjust the claims register to with respect to general unsecured claims that have been amended, satisfied, or superseded. *See* Trust Agreement, § 6.4.

6. In situations where the same creditor has both a scheduled claim and a proof of claim against the same debtor and in the same amount, or where the proof of claim is for a larger amount than a scheduled claim, I believe that the Bankruptcy Rules and the Trust Agreement empower me to allow just one claim for that creditor. Thus, upon reviewing all remaining scheduled claims which had not been reconciled, I determined that it was not necessary to obtain court approval to adjust the claims register for: (a) scheduled claims that have been amended or

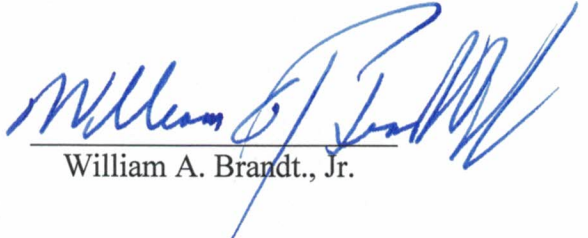
superseded by a proof of claim against the same debtor in the same amount; (b) scheduled claims with lower dollar amounts that have been amended or superseded by a proof of claim with higher dollar amounts against the same debtor; and (c) scheduled claims where the creditor received a cure payment or similar treatment. It was apparent from the claims register that these scheduled claims had been amended or superseded by a proof of claim and therefore those scheduled claims have been expunged. A list of the expunged scheduled claim is attached as Exhibit C.

7. In other situations, however, where the scheduled claim and proof of claim are against different debtors (although perhaps mistakenly so) or where the scheduled claim is larger than the proof of claim, the right answer is not so self-evident that it is prudent for me to proceed on my own. Thus, notwithstanding Bankruptcy Rule 3003(c)(4) and the broad authority to adjust the claims register, I believe it prudent to obtain court approval to disallow and expunge: (a) scheduled claims with higher dollar amounts that have been amended or superseded by proofs of claim with lower dollar amounts (*i.e.*, Schedule 1 Claims); and (b) scheduled claims that have been amended or superseded by proofs of claim with different amounts and different debtors (*i.e.*, Schedule 2 Claims). An objection to Schedule 1 Claims and Schedule 2 Claims is necessary to ensure that the affected creditors are appropriately noticed and given an opportunity to respond to the proposed adjustment of their scheduled claims.

8. Accordingly, I respectfully request that the creditors' claims be limited to their proofs of claim, and that Schedule 1 Claims and Schedule 2 Claims be disallowed and expunged.

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

Dated: September 26, 2021


William A. Brandt, Jr.

Schedule 1

Schedule 1 Claims

Name of Claimant	Date Filed	Proof of Claim No.	Proof of Claim Amount	Proof of Claim Debtor	Scheduled Debtor(s)	Schedule ID(s)	Disallowed Scheduled Amount(s)	Basis for Disallowance
Access Mail Processing Services	07/06/2020	1813	\$707.53	The Bradenton Herald, Inc.	The Bradenton Herald, Inc. The News & Observer Publishing Co.	3224132 3224415	\$1,519.20 \$265.35	Scheduled claim amended or superseded by a proof of claim.
Adigami, Inc.	02/28/2020	14	\$11,057.70 (Expunged) ¹	Tru Measure, LLC	The News & Observer Publishing Co.	3224418	\$14,108.50	Scheduled claim amended or superseded by a proof of claim.
Affiliated News Services, LLC	04/09/2020	103	\$301.72	The Bradenton Herald, Inc.	McClatchy Shared Servs., Inc. The Bradenton Herald, Inc. The State Media Co.	3222641 3224133 3224710	\$241.38 \$125.00 \$51.72	Scheduled claim amended or superseded by a proof of claim.
After College, Inc.	04/02/2020	93	\$174,708.50 (Expunged) ²	The McClatchy Co.	The News & Observer Publishing Co.	3224422	\$178,996.33	Scheduled claim amended or superseded by a proof of claim.

¹ Claim expunged by the Order Granting the *Plan Administration Trustee's Thirty-First Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1132] because purchaser satisfied vendor claims.

² Claim expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070] because purchaser assumed liability.

Akamai Technologies, Inc.	06/19/2020	1069	\$128,086.20 (Expunged) ³	McClatchy Shared Servs., Inc.	The News & Observer Publishing Co.	3224424	\$128,093.14	Scheduled claim amended or superseded by a proof of claim.
Atmos Energy Corp.	03/13/2020	53	\$336.29	The McClatchy Co.	Star-Telegram, Inc.	3223961	\$406.29	Scheduled claim amended or superseded by a proof of claim.
Blake Development Company	07/10/2020; 07/30/2020	2252 2539	Unliquidated	The McClatchy Co. McClatchy Newspapers, Inc.	Miami Herald Media Co.	3223038	\$163.77	Scheduled claim amended or superseded by a proof of claim.
Boostability	06/11/2020	556	\$1,954.63	The McClatchy Co.	The News & Observer Publishing Co.	3224435	\$2,084.62	Scheduled claim amended or superseded by a proof of claim.
BrightCove Inc.	06/24/2020	1347	\$44,913.17	McClatchy Shared Servs., Inc.	The News & Observer Publishing Co.	3224437	\$70,057.57	Scheduled claim amended or superseded by a proof of claim.

³ Claim expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070] because purchaser assumed liability.

Caltronics Business Systems	06/04/2020	177	\$6,473.14	The McClatchy Co.	McClatchy Newspapers, Inc.	3221956	\$4,094.15	Scheduled claim amended or superseded by a proof of claim.
					McClatchy Shared Servs., Inc.	3222663	\$2,428.28	
Cascade Natural Gas	03/24/2020	58	\$126.61	Bellingham Herald Publishing, LLC	Bellingham Herald Publishing, LLC	3220053	\$170.57	Scheduled claim amended or superseded by a proof of claim.
					McClatchy Shared Servs., Inc.	3222666	\$6.38	
CenturyLink Communications, LLC	06/18/2020	987	\$137.88	The McClatchy Co.	Cypress Media, LLC	3220458	\$204.44	Scheduled claim amended or superseded by a proof of claim.
Cintas Corp.	05/14/2020	145	\$6,568.69	The State Media Co.	The State Media Co.	3224723	\$6,803.44	Scheduled claim amended or superseded by a proof of claim.
					The Sun Publishing Co., Inc.	3224886	\$419.89	
Coastal Building Maintenance, Inc.	09/03/2020	2609	\$8,943.83	Miami Herald Media Co.	Miami Herald Media Co.	3223046	\$1,585.21	Scheduled claim amended or superseded by a proof of claim.
					McClatchy Shared Servs., Inc.	3222682	\$8,134.25	

Content That Works	06/15/2020	871	\$896.05	Tacoma News, Inc.	Tacoma News, Inc.	3224075	\$652.14	Scheduled claim amended or superseded by a proof of claim.
					Cypress Media, LLC	3220591	\$388.00	
					McClatchy Shared Servs., Inc.	3222878	\$406.87	
Doodad	06/22/2020	1371	\$2,654.77 (Expunged) ⁴	Columbus-Ledger Enquirer, Inc.	Columbus-Ledger Enquirer, Inc.	3220306	\$2,848.06	Scheduled claim amended or superseded by a proof of claim.
Dow Jones & Co., Inc.	07/09/2020	1993	\$16,427.85 (Expunged) ⁵	Cypress Media, Inc.	Cypress Media, LLC	3220463	\$18,559.62	Scheduled claim amended or superseded by a proof of claim.
Eastman Kodak Co.	05/26/2020	171	\$14,141.68	The McClatchy Co.	McClatchy Newspapers, Inc.	3222013	\$15.00	Scheduled claim amended or superseded by a proof of claim.
					Nittany Printing and Publishing Co.	3223372	\$1,713.96	
					The Charlotte Observer Publishing Co.	3224245	\$9,966.25	

⁴ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105] because purchaser assumed liability.

⁵ Claim expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070] because purchaser assumed liability.

					The News & Observer Publishing Co.	3224467	\$87.03	
					The State Media Co.	3224731	\$9,376.50	
Endava, Inc.	06/16/2020	814	\$804,070.38 (Expunged) ⁶	McClatchy Shared Servs., Inc.	McClatchy Shared Servs, Inc.	3222707	\$177,485.85	Scheduled claim amended or superseded by a proof of claim.
					The News & Observer Publishing Co.	3224469	\$715,706.05	
Engie Resources, LLC	06/23/2020	1014	\$6,779.29	Cypress Media, Inc.	Cypress Media, LLC	3220466	\$6,912.45	Scheduled claim amended or superseded by a proof of claim.
Equest Corp.	06/25/2020	1352	\$470.00	The McClatchy Co.	McClatchy Shared Servs., Inc.	3222708	\$471.83	Scheduled claim amended or superseded by a proof of claim.
Evergy	03/27/2020	82	\$127,235.41	McClatchy Shared Servs., Inc.	Cypress Media, LLC	3220595	\$141,317.13	Scheduled claim amended or superseded by a proof of claim.

⁶ Claim expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070] because purchaser assumed liability.

Fujifilm North America Corp.	07/08/2020	1726	\$17,847.41 (Expunged) ⁷	The Charlotte Observer Publishing Co.	The Charlotte Observer Publishing Co.	3224252	\$20,261.83	Scheduled claim amended or superseded by a proof of claim.
Georgia Power Company	04/27/2020	129	\$554.34	Macon Telegraph Publishing Co.	Macon Telegraph Publishing Co.	3221392	\$407.30	Scheduled claim amended or superseded by a proof of claim.
					Columbus-Ledger Enquirer, Inc.	3220309	\$277.42	
					McClatchy Shared Servs., Inc.	3222720	\$75.45	
Google, LLC	06/08/2020	401	\$1,053,200.18 (Expunged) ⁸	The News & Observer Publishing Co.	The News & Observer Publishing Co.	3224479	\$1,072,228.99	Scheduled claim amended or superseded by a proof of claim.
Haynes & Boone, LLP	04/28/2020	127	\$7,925.16	Star-Telegram, Inc.	McClatchy Newspapers, Inc.	3222040	\$6,480.16	Scheduled claim amended or superseded by a proof of claim.
					McClatchy Shared Servs., Inc.	3222722	\$1,899.31	
Hogan Lovells US LLP	03/30/2020	78	\$18,411.60	The McClatchy Co.	McClatchy Newspapers, Inc.	3222046	\$49,290.60	Scheduled claim amended or superseded by a proof of claim.

⁷ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105] because purchaser assumed liability.

⁸ Claim expunged by the Order Granting the *Plan Administration Trustee's Thirty-First Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1132] because purchaser satisfied vendor claims.

Intrado Enterprise Collaboration, Inc.	06/12/2020	568	\$570.43	The McClatchy Co.	McClatchy Shared Servs., Inc.	3222894	\$720.67	Scheduled claim amended or superseded by a proof of claim.
Johnson Controls, Inc.	03/24/2020	64	\$13,122.00	McClatchy Newspapers, Inc.	McClatchy Newspapers, Inc.	3222066	\$9,174.16	Scheduled claim amended or superseded by a proof of claim.
					The State Media Co.	3224745	\$8,116.56	
					The Sun Publishing Co., Inc.	3224876	\$744.50	
Lathrop GPM LLP	04/06/2020	98	\$13,100.25	The McClatchy Co.	McClatchy Newspapers, Inc.	3222097	\$39,397.75	Scheduled claim amended or superseded by a proof of claim.
Level 3 Communications, Inc.	03/25/2020	69	\$4,867.44	The McClatchy Co.	The News & Observer Publishing Co.	3224503	\$15,333.04	Scheduled claim amended or superseded by a proof of claim.
		70,	\$2,337.72	McClatchy Interactive LLC				
		74	\$735.36	The McClatchy Co.				
		75	\$2,391.00	McClatchy Newspapers, Inc.				

Macon Water Authority	09/25/2020	2638	\$20.45	The McClatchy Co.	The McClatchy Co. Macon Telegraph Publishing Co.	3222107 3221395	\$7.00 \$23.16	Scheduled claim amended or superseded by a proof of claim.
Output Services Group	06/30/2020	1534	\$76,651.78	McClatchy Shared Servs., Inc.	McClatchy Shared Servs., Inc. McClatchy Newspapers, Inc. Miami Herald Media Co.	3222774 3222133 3223104	\$15,003.46 \$3,125.20 \$65,632.68	Scheduled claim amended or superseded by a proof of claim.
PayFlex Systems USA, Inc.	06/27/2020	1447	\$3,517.98 (Expunged) ⁹	The McClatchy Co.	McClatchy Newspapers, Inc. McClatchy Shared Servs., Inc.	3222141 3222781	\$3,580.00 \$3,443.18	Scheduled claim amended or superseded by a proof of claim.
Perkins Coie LLP	07/01/2020	1586	\$46,481.52	The McClatchy Co.	McClatchy Newspapers, Inc.	3222466	\$46,700.80	Scheduled claim amended or superseded by a proof of claim.
Piedmont Natural Gas	06/10/2020	465	\$133.66	The News & Observer Publishing Co.	The News & Observer Publishing Co.	3224538	\$502.63	Scheduled claim amended or superseded by a proof of claim.

⁹ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105] because purchaser assumed liability.

Puget Sound Energy	06/17/2020	1822	\$76.43	Bellingham Herald Publishing, LLC	Bellingham Herald Publishing, LLC	3220062	\$232.24	Scheduled claim amended or superseded by a proof of claim.
Ring Power Corp.	07/23/2020	2455	\$3,144.83	Miami Herald Media Co.	Miami Herald Media Co.	3223112	\$3,166.83	Scheduled claim amended or superseded by a proof of claim.
RYLB FW Properties LP	07/30/2020	2535	\$1.00	The McClatchy Co.	Star-Telegram, Inc.	3223967	\$15,838.80	Scheduled claim amended or superseded by a proof of claim.
ServiceMaster JGW	06/11/2020	544	\$251.22 (Expunged) ¹⁰	The McClatchy Co.	Miami Herald Media Co.	3223121	\$502.44	Scheduled claim amended or superseded by a proof of claim.
Sound Publishing, Inc.	08/06/2020	2554	\$5,628.76	Bellingham Herald Publishing, LLC	Bellingham Herald Publishing, LLC	3220064	\$24,919.09	Scheduled claim amended or superseded by a proof of claim.
Technotrans America, Inc.	07/07/2020	1733	\$23,343.34 (Expunged) ¹¹	The McClatchy Co.	Cypress Media, LLC Miami Herald Media Co.	3220530 3223127	\$22,545.28 \$708.27	Scheduled claim amended or superseded by a proof of claim.

¹⁰ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105] because purchaser assumed liability.

¹¹ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105] because purchaser assumed liability.

Schedule 2

Schedule 2 Claims

Name of Claimant	Date Filed	Proof of Claim No.	Proof of Claim Amount	Proof of Claim Debtor	Scheduled Debtor(s)	Schedule ID(s)	Disallowed Scheduled Amount(s)	Basis for Disallowance
Alorica Inc.	05/05/2020	131	\$661,549.36 (Expunged) ¹	McClatchy Shared Servs. Inc.	Miami Herald Media Co.	3223177	\$342,114.83	Scheduled claim amended or superseded by a proof of claim.
Canon Financial Services, Inc.	07/08/2020	1824	\$8,579.79 (Expunged) ²	Star-Telegram, Inc.	McClatchy Shared Servs., Inc. Star-Telegram, Inc.	3222664 3223903	\$63.96 \$5,719.86	Scheduled claim amended or superseded by a proof of claim.
Canon Solutions America, Inc.	06/11/2020	534	\$1,067.62	Star-Telegram, Inc.	Star-Telegram, Inc. The News & Observer Publishing Co.	3223904 3224439	\$371.96 \$392.78	Scheduled claim amended or superseded by a proof of claim.
Cherry Street Properties, LLC	07/10/2020	2238	\$360,118.63	Macon Telegraph Publishing Co.	The State Media Co.	3224721	\$8,166.77	Scheduled claim amended or superseded by a proof of claim.

¹ Claim expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070] because purchaser assumed liability.

² Claim expunged by the Order Granting the *Plan Administration Trustee's Twenty-Fourth Omnibus Objection to Claims (Satisfied Claims)* [Docket No.1103] because claim has been satisfied.

City of Sacramento	05/07/2020	142	\$14,192.90	McClatchy Shared Servs., Inc.	McClatchy Newspapers, Inc. McClatchy Shared Servs., Inc.	3221986 3222678	\$5,017.59 \$17.23	Scheduled claim amended or superseded by a proof of claim.
Equiniti Trust Co.	06/24/2020	1343	\$11,429.39	The McClatchy Co.	McClatchy Newspapers, Inc. McClatchy Shared Servs., Inc.	3222016 3222709	\$8,931.40 \$1,741.08	Scheduled claim amended or superseded by a proof of claim.
Gregson Properties LLC	03/16/2020	51	\$106,491.69	The News & Observer Publishing Co.	The State Media Co.	3224740	\$2,783.45	Scheduled claim amended or superseded by a proof of claim.
IPUBLISH MEDIA SOLUTIONS LLC	06/19/2020	1070	\$21,245.40	McClatchy Shared Servs., Inc.	McClatchy Shared Servs., Inc. Bellingham Herald Publishing, LLC Columbus-Ledger Enquirer, Inc.	3222731 3220057 3220310	\$3,451.02 \$1,000.00 \$4,877.00	Scheduled claim amended or superseded by a proof of claim.

					Gulf Publishing Co., Inc.	3220818	\$1,414.00	
					Idaho Statesman Publishing, LLC	3221018	\$3,008.76	
					Macon Telegraph Publishing Co.	3221393	\$2,472.00	
					McClatchy Newspapers, Inc.	3222061	\$3,711.86	
					The Sun Publishing Co., Inc.	3224874	\$2,760.00	
Kronos Inc.	03/12/2020	49	\$14,907.60	The McClatchy Co.	The News & Observer Publishing Co.	3224499	\$4,157.16	Scheduled claim amended or superseded by a proof of claim.
Mechanical Contractors, Inc.	06/05/2020	266	\$6,248.90	The McClatchy Co.	The Charlotte Observer Publishing Co.	3224261	\$1,110.38	Scheduled claim amended or superseded by a proof of claim.
					The State Media Co.	3224751	\$1,816.99	

Megaphone LLC	08/26/2020	2594	\$5,000.00	Miami Herald Media Co.	Miami Herald Media Co.	3223096	\$1,106.84	Scheduled claim amended or superseded by a proof of claim.
					McClatchy Newspapers, Inc.	3222113	\$1,583.41	
Mid Valley Disposal Inc.	07/03/2020	1626	\$1,481.41	The McClatchy Co.	McClatchy Newspapers, Inc.	3222117	\$1,012.64	Scheduled claim amended or superseded by a proof of claim.
					McClatchy Shared Servs., Inc.	3222764	\$425.31	
Mississippi Power Co.	06/09/2020	411	\$18,432.96	Gulf Publishing Co., Inc.	Gulf Publishing Co., Inc.	3220822	\$9,047.04	Scheduled claim amended or superseded by a proof of claim.
					The State Media Co.	3224754	\$9,177.09	
Qwest Corp. d/b/a Century Link	06/18/2020	988	\$70.79	The McClatchy Co.	The News & Observer Publishing Co.	3224444	\$27.90	Scheduled claim amended or superseded by a proof of claim.
Relx Inc. dba LexisNexis	07/08/2020	1787	\$18,977.03	The McClatchy Co.	McClatchy Shared Servs., Inc.	3222755	\$5,530.68	Scheduled claim amended or superseded by a proof of claim.
					Miami Herald Media Co.	3223092	\$13,446.36	

					Cypress Media, LLC	3220490	\$168.11	
					The Bradenton Herald, Inc.	3224145	\$25.00	
SCG Perimeter Woods, L.P.	08/26/2020	2595	\$131,744.26	The Charlotte Observer Publishing Co.	The State Media Co.	3224771	\$745.32	Scheduled claim amended or superseded by a proof of claim.

Exhibit B

Proposed Order

PILLSBURY WINTHROP SHAW PITTMAN LLP
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Leo T. Crowley
Kwame O. Akuffo

Counsel for GUC Recovery Trustee

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
In re:	:	Chapter 11
	:	
JCK LEGACY COMPANY, <i>et al.</i> ,	:	Case No. 20-10418 (MEW)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----	X	

**ORDER GRANTING GUC RECOVERY TRUSTEE'S SIXTH OMNIBUS
OBJECTION TO AMENDED/SUPERSEDED SCHEDULED CLAIMS**

Upon consideration of the *GUC Recovery Trustee's Sixth Omnibus Objection to Amended/Superseded Scheduled Claims* (the "**GUC Recovery Trustee's Sixth Omnibus Objection**") to disallow and expunge the proofs of claim: (a) identified on Schedule 1 (the "**Schedule 1 Claims**"); (b) and identified on Schedule 2 (the "**Schedule 2 Claims**"); and the *Declaration of William A. Brandt, Jr.*; and the Court having jurisdiction to consider the GUC Recovery Trustee's Sixth Omnibus Objection and relief requested under 28 U.S.C. §§ 157 and 1334; and the GUC Recovery Trustee's Sixth Omnibus Objection and relief requested being a core proceeding under 28 U.S.C. § 157(b)(2); and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the GUC Recovery Trustee's Sixth Omnibus

¹ The Debtors in these chapter 11 cases and the last four characters of each Debtor's tax identification number are: JCK Legacy Company (0478) and Herald Custom Publishing of Mexico, S. de R.L. de C.V. (5UZ1). The location of the GUC Recovery Trustee's service address for purposes of these chapter 11 cases is: 110 East 42 Street, Suite 1818 New York, NY 10017.

Objection having been provided; and it appearing that no other notice is needed; and such relief being in the best interest of the Debtors' estates and its creditors, and the GUC Recovery Trust²; and the Court having considered all papers submitted; and for good cause shown;

It is hereby **ORDERED** that:

1. The GUC Recovery Trustee's Sixth Omnibus Objection is **SUSTAINED** to the extent set forth herein.

2. Schedule 1 Claims identified on Schedule 1 are disallowed and expunged.

3. Schedule 2 Claims identified on Schedule 2 are disallowed and expunged.

4. The GUC Recovery Trustee's rights to object to proofs of claim related to the Schedule 1 Claims and Schedule 2 Claims on any and all grounds and/or for any other purposes is expressly reserved.

5. The GUC Recovery Trustee or the claims agent is authorized and directed to modify the claims register and other case records in accordance with the terms of this Order.

6. The Court shall retain jurisdiction over any matter arising from or related to the implementation of this Order.

Dated: November __, 2021
New York, NY

Michael E. Wiles
United States Bankruptcy Judge

² Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the GUC Recovery Trustee's Sixth Omnibus Objection.

Exhibit C

Expunged Scheduled Claims

Name of Claimant	Date Filed	Proof of Claim No.	Proof of Claim Amount	Schedule ID(s)	Expunged Scheduled Claim Amount(s)
AccuWeather, Inc.	07/07/2020	1836	\$5,603.00	3223025	\$664.00
Acme Logistics, Inc.	06/08/2020	335	\$19,248.26	3224708; 3222636	\$14,546.42; \$4,701.84
Adobe, Inc.	06/12/2020	587	\$226,763.61 (Expunged) ¹	3224419	\$226,763.61
Adorama Inc.	04/27/2020	126	\$35,494.08	3223026	\$35,494.08
Ad-Ventures 2, Inc.	03/18/2020	52	\$10,000.00	3223174	\$10,000.00
All Aces Promotional Staffing, Inc.	05/05/2020	135	\$10,832.12	3223144	\$9,492.00
Ameren Illinois	03/04/2020	43	\$4,252.46	3220445; 3222647	\$3,641.22; \$296.83
American Shredding, Inc.	09/10/2020	2622	\$99.00	3223960	\$99.00
Andrews McMeel Universal	07/09/2020	2028	\$105,497.32 (Expunged) ²	3220301; 3220448	\$272.82; \$3,415.11
				3220662; 3220811	\$256.72; \$139.66
				3221006; 3221280	\$145.83; \$97.29
				3221387; 3221924	\$211.82; \$1,706.03
				3222649; 3223030	\$70,638.01; \$545.54
				3223823; 3224023	\$34.86; \$124.46

¹ Claim expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

² Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

				3224134; 3224229 3224428; 3224712 3224867; 3225057	\$110.39; \$262.84 \$275.75; \$7.17 \$127.46; \$64.65
Batteries Plus of Raleigh, Inc.	04/06/2020	99	\$6,920.14	3224807	\$6,920.14
Bryant Miller Olive P.A.	07/27/2020	2478	\$15,477.69	3221949	\$11,715.19
Cannata, O'Toole, Fickles & Olson	05/06/2020	140	\$34,364.74	3221957	\$16,840.64
Ceros, Inc.	07/10/2020	2247	\$56,286.67 (Expunged) ³	3222669	\$1,686.67
Chiquita Brands International, Inc.	10/07/2020	2650	\$1,812,281.41	3224234; 3224722	\$10,793.31; \$4,349.09
Claritas, Holdings Inc. DBA Claritas, LLC	03/23/2020	56	\$26,656.41	3224448	\$26,656.41
Cleveland Electric Co.	06/15/2020	795	\$3,606.02	3224808	\$3,606.02
Collection Plus	06/10/2020	478	\$20.00	3220304	\$20.00
Collection Plus	06/10/2020	482	\$280.00	3222683	\$280.00
College Township Water Authority	08/27/2020	2600	\$1,860.66	3223370	\$197.00
Commonwealth Technology	04/27/2020	124	\$190.80	3221326	\$190.80

³ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

Copastetic Mechanical LLC	04/23/2020	120	\$36,857.40	3223049	\$35,479.40
Creative Circle, LLC	08/07/2020	2555	\$1,692.50 (Expunged) ⁴	3224457	\$1,692.50
Cutting Edge Landscape	04/15/2020	114	\$5,809.34	3221013	\$5,809.34
Dell Marketing, L.P.	07/23/2020	2445	\$9,986.38	3222002	\$6,642.23
Doodad	06/22/2020	1376	\$1,443.53 (Expunged) ⁵	3221288	\$1,443.53
Doodad	06/22/2020	1367	\$1,172.69 (Expunged)	3224729	\$1,172.69
Doodad	06/22/2020	1368	\$18,610.70 (Expunged)	3224243	\$18,610.70
Doodad	06/22/2020	1369	\$13,361.04 (Expunged)	3224462	\$13,361.04
Doodad	06/22/2020	1372	\$20,425.62 (Expunged)	3224871	\$20,425.62
Doodad	06/22/2020	1373	\$18,658.84 (Expunged)	3223059	\$18,658.84
Doodad	06/22/2020	1375	\$6,064.32 (Expunged)	3223371	\$6,064.32
Doodad	06/22/2020	1377	\$10,372.37 (Expunged)	3224136	\$10,372.37
Dow Jones & Co. Inc.	07/08/2020	1731	\$8,118.39 (Expunged) ⁶	3220670	\$6,442.64
Dow Jones & Co. Inc.	07/08/2020	1828	\$7,639.95 (Expunged)	3221289	\$6,888.72

⁴ Claim expunged by the Order Granting the *Plan Administration Trustee's Thirty-First Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1132].

⁵ All Doodad claims expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

⁶ All Dow Jones claims expunged by the Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

Dow Jones & Co. Inc.	07/09/2020	1988	\$10,109.07 (Expunged)	3224463	\$9,097.98
Dow Jones and Co Inc	07/08/2020	1729	\$4,987.72 (Expunged)	3223825	\$4,987.72
Duke Energy Progress	05/08/2020	141	\$21,862.35	3224466	\$16,042.23
Evergreen Management, Consultants, LLC	04/08/2020	101	\$45,375.00 (Expunged) ⁷	3224471	\$32,000.00
Evergy, Inc.	03/31/2020	85	\$2,557.01	3225089	\$1,604.35
Express Card and Label Co Inc	06/29/2020	1480	\$249.77 (Expunged) ⁸	3224248	\$249.77
Express Card and Label Co Inc	06/29/2020	1509	\$9,813.58 (Expunged) ⁹	3221291	\$1,667.80
Express Card and Label Co Inc	06/29/2020	1511	\$709.77 (Expunged)	3225065	\$709.77
Facebook, Inc.	06/19/2020	1087	\$302,992.21 (Expunged) ¹⁰	3224474	\$236,139.91
Ferrellgas, Inc.	04/14/2020	111	\$603.50	3222023	\$488.44
Fleeson Gooing Coulson & Kitch LLC	07/10/2020	2153	\$3,467.63	3222028	\$3,467.63
Fujifilm North America Corp.	07/08/2020	1774	\$71,713.80 (Expunged) ¹¹	3223073	\$71,713.80

⁷ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

⁸ All Express Card claims expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

⁹ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

¹⁰ Claim expunged by the Order Granting the *Plan Administration Trustee's Thirty-First Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1132].

¹¹ All Fujifilm claims expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

Fujifilm North America Corp.	07/08/2020	1852	\$40,648.30 (Expunged)	3224478	\$40,648.30
Fujifilm North America Corp.	07/08/2020	1919	\$24,317.46 (Expunged)	3224738	\$24,317.46
Goodco Mechanical, Inc.	05/22/2020	159	\$735.00	3223375	\$735.00
Graebel Relocation Servs. Worldwide	07/10/2020	2218	\$3,550.80	3222035	\$1,090.00
Granite Telecommunications	04/03/2020	94	\$2,944.79	3220472; 3224481	\$31.52; \$2,609.52
Hargray Communications	06/23/2020	1320	\$161.00	3220675	\$161.00
HSP EPI Acquisition LLC dba Entertainment	08/28/2020	2603	\$6,532.26	3222725	\$6,532.26
Hull Barrett, PC	05/19/2020	155	\$142.50	3222050	\$142.50
Icidigital, LLC	05/22/2020	160	\$15,200.00	3224485	\$15,200.00
Idaho Power Co.	07/09/2020	2052	\$10,964.70	3221057	\$4,721.19
iHeart Media, Inc	07/13/2020	2332	\$2,142.00	3222053	\$2,142.00
Illinois Press Association	05/15/2020	146	\$477.12	3220476	\$477.12
Infosys BPM Ltd.	05/26/2020	170	\$76,017.24 (Expunged) ¹²	3222728	\$76,017.24
Insight Direct USA, Inc.	05/06/2020	139	\$18,195.96 (Expunged) ¹³	3224488	\$18,195.88

¹² Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

¹³ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

Intermountain Gas. Co.	04/02/2020	96	\$6,602.90	3221017	\$5,671.67
Intrado Digital Media, LLC	06/12/2020	570	\$3,218.75	3222461	\$3,218.75
Inventus	09/22/2020	2633	\$6,005.09	3222895; 3222057	\$1,757.59; \$4,247.50
Investis Digital Inc Investis Inc	04/14/2020	109	\$965.34	3222058	\$965.34
J Prassa Printers	06/08/2020	360	\$483.61 (Expunged) ¹⁴	3223081; 3224489	\$4,025.41; \$483.61
Jantize America	03/04/2020	37	\$1,665.72 (Expunged) ¹⁵	3222733; 3224141	\$566.40; \$296.93
Johnson Controls Fire Protection	04/24/2020	122	\$90,380.06 (Expunged) ¹⁶	3222068	\$71,947.54
KCTV Television	03/27/2020	83	\$23,073.25	3224639	\$6,324.00
Kent Digital, Inc.	04/13/2020	106	\$408.83	3222750	\$408.83
Kentucky Utilities Co.	03/09/2020	48	\$17,095.92	3221295	\$481.21
Keywee Inc.	05/13/2020	144	\$5,592.93	3223087	\$5,592.93
Landscape Partners, LLC	06/12/2020	586	\$860.15	3223921	\$860.15
LEAF Capital Funding, LLC	07/01/2020	1263	\$27,789.76	3222098	\$307.83
Localogy Search Association	04/07/2020	100	\$871.00	3220491	\$360.41

¹⁴ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

¹⁵ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

¹⁶ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

Managed Energy Sys., LLC	06/26/2020	1408	\$5,219.72	3220583	\$4,722.66
Manko, Gold Katcher & Fox, LLP	06/30/2020	1565	\$4,900.00	3222108	\$1,050.00
Masergy Cloud Communications, Inc.	06/15/2020	666	\$35,065.06	3224509	\$35,065.05
Masergy Communications, Inc.	02/26/2020	12	\$40,022.83	3224510	\$40,022.80
Miami Dade Water and Sewer Dept.	04/07/2020	107	\$12,851.96	3223099	\$8,533.71
Microsoft Corp., and Microsoft Online, Inc.	07/09/2020	2089	\$125,182.22 (Expunged) ¹⁷	3224517	\$124,468.76
MPP Global Solutions Inc	05/01/2020	132	\$107,106.38 (Expunged) ¹⁸	3224519	\$107,106.38
Muller Martini	07/07/2020	1833	\$4,209.36	3220498	\$4,209.36
Muller Martini Corp	07/28/2020	2508	\$3,846.00	3224520	\$3,846.35
MyDistrict.Net	09/29/2020	2641	\$7,882.55	3222766	\$7,882.55
Neil Walter Co. LLC	05/12/2020	143	\$1,441.85	3223655	\$1,441.85
Newspaper Printing Co.	06/05/2020	185	\$6,974.49	3224148	\$6,974.49
NewsWhip US Inc.	04/21/2020	117	\$2,992.50	3222770	\$2,828.08
Oracle America, Inc. SSI to PeopleSoft, Inc.	07/07/2020	1783	\$3,369.87	3224534	\$3,369.87
PI Group, Inc	06/19/2020	1000	\$12,752.81	3220504; 3222775	\$10,409.50; \$2,343.31

¹⁷ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

¹⁸ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

Parsely, Inc.	03/04/2020	38	\$90,000.00 (Expunged) ¹⁹	3222779	\$10,573.77
Penske Truck Leasing, Co. L.P.	05/15/2020	151	\$14,144.39	3220333	\$8,095.78
Pine Press of Lexington Inc.	06/09/2020	437	\$369.57	3224762	\$369.57
Printing & Packaging Technologies	06/06/2020	452	\$420.37	3224812	\$420.37
Professional Courier and Newspaper Distribution	03/25/2020	59	\$40,582.00	3222154	\$40,582.00
Professional Print & Mail, Inc.	05/05/2020	136	\$806.00	3222468	\$806.00
Puget Sound Energy	06/17/2020	1818	\$2,022.01	3223581	\$1,085.01
Puget Sound Energy	03/24/2020	79	\$7,614.40	3224048	\$7,436.17
RBP Chemical Technology Inc.	06/22/2020	1132	\$2,717.84 (Expunged) ²⁰	3220512	\$2,717.84
River Cities Printing	07/20/2020	2429	\$1,541.00	3221400; 3220317	\$516.00; \$1,025.00
Rolling Greens Inc.	04/16/2020	115	\$343.44	3223115	\$343.44
Santee Cooper	07/08/2020	1882	\$8,480.29	3222172; 3224882	\$3,007.00; \$6,576.21
SBM Management Services, LP	07/07/2020	1766	\$26,413.19	3222173; 3222801	\$18,682.50; \$7,730.69
Scott Publishing dba 360 West Magazine	04/23/2020	119	\$9,367.22	3220440	\$9,367.22

¹⁹ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

²⁰ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

Secure Technologies Integrators	06/15/2020	672	\$10,676.76	3223120	\$10,676.76
Securitas Security Servs. USA, Inc.	07/09/2020	1991	\$26,530.29	3222176	\$25,051.57
Securitas Security Servs. USA, Inc.	07/09/2020	2044	\$36,447.60	3220520	\$30,230.64
Service Printing Company, Inc.	07/10/2020	2151	\$2,178.00 (Expunged) ²¹	3224773	\$2,178.00
SimpleFeed, Inc.	05/04/2020	133	\$9,887.66	3224556	\$5,973.66
Simplifi Holdings, Inc.	07/09/2020	2070	\$527,695.76 (Expunged) ²²	3224557	\$526,772.08
SMUD	06/16/2020	830	\$101,485.49	3222181	\$99,641.84
Social SEO	06/19/2020	1012	\$9,242.66	3224559	\$8,925.93
Solutions Through Software, Inc.	06/09/2020	418	\$75,125.00 (Expunged) ²³	3224561	\$75,125.00
Southern Lithoplate, Inc.	02/26/2020	18	\$955.62	3224776	\$955.62
Suburban Propane LP	06/26/2020	1427	\$1,824.69 (Expunged) ²⁴	3224780	\$1,824.69

²¹ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

²² Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

²³ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

²⁴ Claim expunged by the Order Granting the *Plan Administration Trustees Twenty-Sixth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1105].

Taurus Math and Technology, Inc.	04/13/2020	108	\$7,672.24	3224564	\$7,672.24
Tension Envelope Corp.	05/02/2020	150	\$16,826.74	3220531	\$16,826.74
Terry's Home & Green	06/10/2020	491	\$1,965.00	3220533	\$1,965.00
The Boxoffice Co. LLC f/k/a West World Media, LLC	07/15/2020	2398	\$1,919.38	3222659	\$1,919.38
The Dallas Morning News	06/05/2020	201	\$771,222.36 (Expunged) ²⁵	3223907	\$656,890.56
The State Theatre of Modesto, Inc.	03/03/2020	25	\$800.00	3222241	\$800.00
Veritiv Operating Co.	07/09/2020	2054	\$3,570.40 (Expunged) ²⁶	3224275	\$3,570.40
VideoLink, LLC	04/21/2020	118	\$2,132.37	3222858	\$2,132.37
Waynes Roofing, Inc.	07/08/2020	1811	\$759.51	3223659	\$759.51
Wells Fargo Vendor Financial Servs.	03/02/2020	42	\$8,603.71	3220063; 3220514 3222163; 3222796 3223111	\$9.31; \$65.78 \$145.47; \$564.93 \$1,051.05

²⁵ Claim expunged by Order Granting the *Plan Administration Trustee's Twentieth Omnibus Objection to Claims (No Liability Claims)* [Docket No. 1070].

²⁶ Claim expunged by Order Granting the *Plan Administration Trustee's First Omnibus Objection to Claims (Duplicate Claims)* [Docket No. 1009].

Wells Fargo Vendor Financial Servs.	06/10/2020	937	\$6,351.59	3224152; 3224548	\$21.64; \$6.35
				3224766; 3224790	\$450.24; \$307.52
West Penn Power	03/31/2020	84	\$19,511.48	3223387	\$11,435.14
Yakima Herald Republic	06/12/2020	600	\$43,678.81	3222238	\$43,678.81

Exhibit D

Examples of Schedule 1 Proofs of Claim

Fill in this information to identify the case:

Debtor 1 McClatchy Shared Services, Inc.
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court Southern District of New York
Case number: 20-10448

FILED
U.S. Bankruptcy Court
Southern District of New York
3/27/2020
Vito Genna, Clerk

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Evergy</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Evergy</u> Name Po Box 11739 Kansas City, MO 64138 Contact phone <u>816-242-6400</u> Contact email <u>bankruptcy@evergy.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed Pg 3 of 26

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____						
7. How much is the claim?	\$ 127235.41 <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>						
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Utility _____						
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Value of property:	\$ _____						
Amount of the claim that is secured:	\$ _____						
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)						
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____						
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____						

Examples of Schedule 1 Proofs of Claim Pg 4 of 26

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3/27/2020
MM / DD / YYYY

/s/ Ozzie Del Real

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Ozzie Del Real</u>		
	First name	Middle name	Last name
Title	<u>Senior Clerk</u>		
Company	<u>Evergy</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer		
Address	<u>Po Box 11739</u>		
	Number Street		
	<u>Kansas City, MO 64138</u>		
	City	State	ZIP Code
Contact phone	<u>816-242-6400</u>		Email <u>bankruptcy@evergy.com</u>



For billing and service information : **816-471-5275**
 or toll-free : **1-888-471-5275**
 For emergencies or lights out : **1-888-544-4852**
 (1-888-LIGHT-KC)

Customer Name : **KANSAS CITY STAR**
 Account Number : **9873547205**

Page 1 of 2
 Billing Date: 03/26/2020

MESSAGE BOARD

You live in our **Missouri Metro** service area. Rates and available programs can vary based on your service area. For more info, visit **evergy.com/ServiceArea**.

Effective March 1, the factor for the Demand Side Investment Mechanism (DSIM) charge on your bill will change. For more information about this charge, visit **evergy.com/programs**.

It's tree planting season. A tree is an asset you'll enjoy for years to come. But some are better than others for planting near power lines. Learn what to consider before selecting your tree at **evergy.com/trees**.

Account Summary

Previously Billed.....	\$140,524.17
Utility	\$140,524.17
Payment Received 03/06/2020 - Thank you.....	-\$14,566.39
Current Charges (details on back)	\$0.00
Utility	\$0.00
Due Upon Receipt.....	\$125,957.78

FINAL BILL

Please return this portion with your payment. Thank you.

Customer Name : **KANSAS CITY STAR**
 Account Number : **9873547205**
 Billing Date : **03/26/2020**

Due upon receipt : **\$125,957.78**
 Payments must be received by : **March 27, 2020**

Amount Enclosed : \$ _____

☐ **CHECK HERE**
 to indicate address or phone
 changes on back of stub

|||||
 KANSAS CITY STAR
 PO BOX 11739
 KANSAS CITY MO 64138

|||||
 EVERGY
 PO BOX 219330
 KANSAS CITY MO 64121-9330

0009873547205012595778000000003272008



Customer Name : **KANSAS CITY STAR**
Account Number : **9873547205**

Page 2 of 2
Billing Date: 03/26/2020



Contact Information Change Form

Account Number : 9873547205

Your current telephone listing on file simplifies outage and emergency reporting.

(816) 234-4661 Change to : () _____ — _____

Mailing Address changes only. *For service address changes call 816-471-5275 or toll-free 1-888-471-5275.*

Mailing Address Line 1: _____

Mailing Address Line 2: _____

City: _____ State: _____ ZIP: _____

E-mail Address (optional): _____

Please print changes in blue or black ink and don't forget to mark the box on the front.



Examples of Schedule 1 Proofs of Claim Pg 7 of 26

For billing and service information : **816-471-5275**
 or toll-free : **1-888-471-5275**
 For emergencies or lights out : **1-888-544-4852**
 (1-888-LIGHT-KC)

Customer Name : **KANSAS CITY STAR**
 Account Number : **7039836401**

Page 1 of 2
 Billing Date: 03/26/2020

MESSAGE BOARD

You live in our **Missouri Metro** service area. Rates and available programs can vary based on your service area. For more info, visit **evergy.com/ServiceArea**.

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It's tree planting season. A tree is an asset you'll enjoy for years to come. But some are better than others for planting near power lines. Learn what to consider before selecting your tree at **evergy.com/trees**.

Account Summary

Previously Billed.....	\$310.96
Utility	\$310.96
Payment Received 03/06/2020 - Thank you.....	-\$10.37
Current Charges (details on back)	\$0.00
Utility	\$0.00
Due Upon Receipt.....	\$300.59

FINAL BILL

Please return this portion with your payment. Thank you.

Customer Name : **KANSAS CITY STAR**
 Account Number : **7039836401**
 Billing Date : **03/26/2020**

Due upon receipt : **\$300.59**
 Payments must be received by : **March 27, 2020**

Amount Enclosed : \$ _____

☐ **CHECK HERE**
 to indicate address or phone
 changes on back of stub

|||||
 KANSAS CITY STAR
 PO BOX 11739
 KANSAS CITY MO 64138

|||||
 EVERGY
 PO BOX 219330
 KANSAS CITY MO 64121-9330

0007039836401000030059000000003272004



Customer Name : **KANSAS CITY STAR**
Account Number : **7039836401**

Page 2 of 2
Billing Date: 03/26/2020



Contact Information Change Form

Account Number : 7039836401

Your current telephone listing on file simplifies outage and emergency reporting.

(816) 234-4141 Change to : () _____ — _____

Mailing Address changes only. *For service address changes call 816-471-5275 or toll-free 1-888-471-5275.*

Mailing Address Line 1: _____

Mailing Address Line 2: _____

City: _____ State: _____ ZIP: _____

E-mail Address (optional): _____

Please print changes in blue or black ink and don't forget to mark the box on the front.



For billing and service information : **816-471-5275**
 or toll-free : **1-888-471-5275**
 For emergencies or lights out : **1-888-544-4852**
 (1-888-LIGHT-KC)

Customer Name : **KANSAS CITY STAR**
 Account Number : **2882550513**

Page 1 of 2
 Billing Date: 03/26/2020

MESSAGE BOARD

You live in our **Missouri Metro** service area. Rates and available programs can vary based on your service area. For more info, visit **evergy.com/ServiceArea**.

Effective March 1, the factor for the Demand Side Investment Mechanism (DSIM) charge on your bill will change. For more information about this charge, visit **evergy.com/programs**.

It's tree planting season. A tree is an asset you'll enjoy for years to come. But some are better than others for planting near power lines. Learn what to consider before selecting your tree at **evergy.com/trees**.

Account Summary

Previously Billed.....	\$322.67
Utility	\$322.67
Payment Received 03/06/2020 - Thank you.....	-\$101.59
Current Charges (details on back)	\$0.00
Utility	\$0.00
Due Upon Receipt.....	\$221.08

FINAL BILL

Please return this portion with your payment. Thank you.

Customer Name : **KANSAS CITY STAR**
 Account Number : **2882550513**
 Billing Date : **03/26/2020**

Due upon receipt : **\$221.08**
 Payments must be received by : **March 27, 2020**

Amount Enclosed : \$ _____

☐ **CHECK HERE**
 to indicate address or phone
 changes on back of stub

|||||
 KANSAS CITY STAR
 PO BOX 11739
 KANSAS CITY MO 64138

|||||
 EVERGY
 PO BOX 219330
 KANSAS CITY MO 64121-9330

0002882550513000022108000000003272009



Customer Name : **KANSAS CITY STAR**
Account Number : **2882550513**

Page 2 of 2
Billing Date: 03/26/2020



Contact Information Change Form

Account Number : 2882550513

Your current telephone listing on file simplifies outage and emergency reporting.

(816) 234-4661 Change to : () _____ — _____

Mailing Address changes only. *For service address changes call 816-471-5275 or toll-free 1-888-471-5275.*

Mailing Address Line 1: _____

Mailing Address Line 2: _____

City: _____ State: _____ ZIP: _____

E-mail Address (optional): _____

Please print changes in blue or black ink and don't forget to mark the box on the front.



Financial History

Account Name:	KANSAS CITY STAR	Account Number:	2744468875
Premise Address:	5151 MERRIAM DR	City, State:	Shawnee, KS
SA:	2740416882	Deposit on Hand:	\$0.00
SA Type:	Electric Industrial		
Report Starting:	11/12/2019	Report Ending:	03/27/2020

Tran Date	Financial Type	Current Amount	Current Balance	Payoff Amount	Payoff Balance
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$4.96)	\$0.00	(\$4.96)	\$0.00
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$5.04)	\$4.96	(\$5.04)	\$4.96
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$11.08)	\$10.00	(\$11.08)	\$10.00
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$0.41)	\$21.08	(\$0.41)	\$21.08
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$2.76)	\$21.49	(\$2.76)	\$21.49
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$15.94)	\$24.25	(\$15.94)	\$24.25
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$16.01)	\$40.19	(\$16.01)	\$40.19
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$21.85)	\$56.20	(\$21.85)	\$56.20
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$26.96)	\$78.05	(\$26.96)	\$78.05
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$44.08)	\$105.01	(\$44.08)	\$105.01
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$63.17)	\$149.09	(\$63.17)	\$149.09
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$155.80)	\$212.26	(\$155.80)	\$212.26
02/27/2020	Bill	\$123.87	\$368.06	\$123.87	\$368.06
02/18/2020	Late Payment Charge Non Residential	\$5.75	\$244.19	\$5.75	\$244.19
02/26/2020	Annual Merger Industrial KS Metro	(\$11.35)	\$238.44	(\$11.35)	\$238.44
02/03/2020	Payment	(\$303.81)	\$249.79	(\$303.81)	\$249.79
01/29/2020	Bill	\$242.81	\$553.60	\$242.81	\$553.60
01/17/2020	Late Payment Charge Non Residential	\$6.98	\$310.79	\$6.98	\$310.79
12/30/2019	Bill	\$303.81	\$303.81	\$303.81	\$303.81
12/11/2019	Payment	(\$270.15)	\$0.00	(\$270.15)	\$0.00
11/27/2019	Bill	\$270.15	\$270.15	\$270.15	\$270.15
11/12/2019	Payment	(\$346.80)	\$0.00	(\$346.80)	\$0.00
Total		(\$346.80)	\$3,261.41	(\$346.80)	\$3,261.41



Financial History

Account Name: KANSAS CITY STAR
Premise Address: 5161 MERRIAM DR
SA: 2740895411
SA Type: Electric Small Commercial
Report Starting: 11/12/2019

Account Number: 2744468875
City, State: Shawnee, KS
Deposit on Hand: \$0.00
Report Ending: 03/27/2020

Tran Date	Financial Type	Current Amount	Current Balance	Payoff Amount	Payoff Balance
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$5.31)	\$0.00	(\$5.31)	\$0.00
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$5.23)	\$5.31	(\$5.23)	\$5.31
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$23.03)	\$10.54	(\$23.03)	\$10.54
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$16.88)	\$33.57	(\$16.88)	\$33.57
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$5.23)	\$50.45	(\$5.23)	\$50.45
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$198.12)	\$55.68	(\$198.12)	\$55.68
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$0.41)	\$253.80	(\$0.41)	\$253.80
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$44.07)	\$254.21	(\$44.07)	\$254.21
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$43.15)	\$298.28	(\$43.15)	\$298.28
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$15.94)	\$341.43	(\$15.94)	\$341.43
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$2.78)	\$357.37	(\$2.78)	\$357.37
02/28/2020	DO NOT USE - Bad Debt Xfer-WO	(\$27.75)	\$360.15	(\$27.75)	\$360.15
02/27/2020	Bill	\$126.68	\$387.90	\$126.68	\$387.90
02/18/2020	Late Payment Charge Non Residential	\$6.01	\$261.22	\$6.01	\$261.22
02/26/2020	Annual Merger Commercial KS Metro	(\$6.47)	\$255.21	(\$6.47)	\$255.21
02/03/2020	Payment	(\$246.17)	\$261.68	(\$246.17)	\$261.68
01/29/2020	Bill	\$256.01	\$507.85	\$256.01	\$507.85
01/17/2020	Late Payment Charge Non Residential	\$5.67	\$251.84	\$5.67	\$251.84
12/30/2019	Bill	\$246.17	\$246.17	\$246.17	\$246.17
12/11/2019	Payment	(\$192.38)	\$0.00	(\$192.38)	\$0.00
11/26/2019	Bill	\$192.38	\$192.38	\$192.38	\$192.38
11/12/2019	Payment	(\$231.86)	\$0.00	(\$231.86)	\$0.00
Total		(\$231.86)	\$4,385.04	(\$231.86)	\$4,385.04

Fill in this information to identify the case:

Debtor The McClatchy Company

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 20-10418

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>TECHNOTRANS AMERICA</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Kansas City Star</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>TECHNOTRANS AMERICA</u> <u>1441 BUSINESS CENTER DR</u> <u>MOUNT PROSPECT, IL 60056</u>	
	Contact phone _____	Contact phone _____
	Contact email <u>pam.markovic@technotrans.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>5263</u> <u> </u> <u> </u>
7. How much is the claim? \$ <u>22,343.24</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Goods sold</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 22,343.24

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/07/2020
MM / DD / YYYY

/s/Pamela Markovic
Signature

Print the name of the person who is completing and signing this claim:

Name Pamela Markovic
First name Middle name Last name

Title Credit Manager

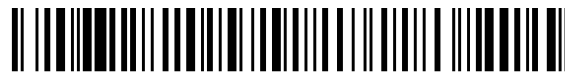
Company Technotrans America Inc

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone

Email



For phone assistance: Domestic (866) 810-6898 | International (424) 236-7215

Debtor: 20-10418 - The McClatchy Company District: Southern District of New York, New York Division		
Creditor: TECHNOTRANS AMERICA 1441 BUSINESS CENTER DR MOUNT PROSPECT, IL, 60056 Phone: Phone 2: Fax: Email: pam.markovic@technotrans.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
	Other Names Used with Debtor: Kansas City Star Amends Claim: No Acquired Claim: No	
Basis of Claim: Goods sold	Last 4 Digits: Yes - 5263	Uniform Claim Identifier:
Total Amount of Claim: 22,343.24	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): Yes: 22,343.24 Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Pamela Markovic on 07-Jul-2020 11:18:42 a.m. Eastern Time Title: Credit Manager Company: Technotrans America Inc		



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Kansas City Star
1601 Mc Gee St.
Kansas City MO 64108

Invoice

Number / Date	9200033421 / 02/04/2020
Reference no. / Date	550010531 / 01/07/2020
Orderer	ED CIAMBRONE
Our order / Date	100306146 / 01/07/2020
Delivery note no. / Date	800396289 / 02/03/2020
Customer number	1005263
Contact person	Steve Marlovitz
Phone	+1 847 227-9075
Fax	+1 847 227-9400
E-mail	steve.marlovitz @technotrans.com
Our reference	2020 / 10 / 20
Page	1 / 2

Goods recipient:

Kansas City Star
ATTN: ED CIAMBRONE
1601 Mc Gee St.
Kansas City MO 64108

We thank you for your order and invoice as follows based on our General Terms and Conditions to Companies (Customers).

Item	Quantity	Unit	Part no. Description	Price per unit	Total price
30	30.00	PC	10025981 Lamellar valve	196.45 USD	5,893.50 USD
40			S2199 Freight costs / handling fee		10.88 USD

Payments by check:
technotrans america, inc.
PO Box 5815
Carol Stream, IL 60197-5815

Remit to

Electronic payments:
Deutsche Bank Americas
Routing: 021001033
Account: 00460218
Swift code: BKTRUS33



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Number / Date	9200033421 / 02/04/2020	Page 2 / 2
Customer no.	1005263	

Total items	5,904.38 USD
Net Value	5,904.38 USD
Total amount	5,904.38 USD

Terms of delivery: EXW (Incoterms 2010): Mt. Prospect
Terms of payment: Up to 03/05/2020 without deduction
Terms of shipment: UPS Standard
Gross weight: 0.602 KG
Net weight: 0.600 KG

SHIP: UPS GROUND - BRING THE VALVES TO STEVE WITH DATE STICKERS.

Please contact us for pre-authorization for return or repair.

This document has been type written and becomes effective without signature.



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Kansas City Star
1601 Mc Gee St.
Kansas City MO 64108

Invoice

Number / Date	9200033393 / 02/03/2020
Reference no. / Date	ED CIAMBRONE / 12/19/2019
Orderer	ED CIAMBRONE
Our order / Date	100305301 / 12/19/2019
Delivery note no. / Date	800396075 / 01/31/2020
Customer number	1005263
Contact person	Steve Marlovitz
Phone	+1 847 227-9075
Fax	+1 847 227-9400
E-mail	steve.marlovitz @technotrans.com
Our reference	2020 / 10 / 20
Page	1 / 2

Goods recipient:

Kansas City Star
ATTN: ED CIAMBRONE
1601 Mc Gee St.
Kansas City MO 64108

We thank you for your order and invoice as follows based on our General Terms and Conditions to Companies (Customers).

Item	Quantity	Unit	Part no. Description	Price per unit	Total price
10	6.00	PC	10075701 Wiring harness deltaspray L=800x8	581.23 USD	3,487.38 USD
20			S2199 Freight costs / handling fee		26.40 USD

Payments by check:
technotrans america, inc.
PO Box 5815
Carol Stream, IL 60197-5815

Remit to

Electronic payments:
Deutsche Bank Americas
Routing: 021001033
Account: 00460218
Swift code: BKTRUS33



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Number / Date	9200033393 / 02/03/2020	Page 2 / 2
Customer no.	1005263	

Total items	3,513.78 USD
Net Value	3,513.78 USD
Total amount	3,513.78 USD

Terms of delivery: EXW (Incoterms 2010): Mt. Prospect
Terms of payment: Up to 03/04/2020 without deduction
Terms of shipment: UPS Standard
Gross weight: 0.014 KG
Net weight: 0.012 KG

SHIP: UPS GROUND

Please contact us for pre-authorization for return or repair.

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technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Kansas City Star
1601 Mc Gee St.
Kansas City MO 64108

Invoice

Number / Date	9200033031 / 01/17/2020
Reference no. / Date	ED CIAMBRONE / 07/30/2019
Orderer	ED CIAMBRONE
Our order / Date	100290327 / 07/30/2019
Delivery note no. / Date	800393824 / 01/16/2020
Customer number	1005263
Contact person	Steve Marlovitz
Phone	+1 847 227-9075
Fax	+1 847 227-9400
E-mail	steve.marlovitz @technotrans.com
Our reference	2020 / 10 / 20
Page	1 / 2

Goods recipient:

Kansas City Star
ATTN: ED CIAMBRONE
1601 Mc Gee St.
Kansas City MO 64108

We thank you for your order and invoice as follows based on our General Terms and Conditions to Companies (Customers).

Item	Quantity	Unit	Part no. Description	Price per unit	Total price
20			S2199 Freight costs / handling fee		11.07 USD
30	50.00	PC	10058633 Nozzle	75.48 USD	3,774.00 USD

Payments by check:
technotrans america, inc.
PO Box 5815
Carol Stream, IL 60197-5815

Remit to

Electronic payments:
Deutsche Bank Americas
Routing: 021001033
Account: 00460218
Swift code: BKTRUS33



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Number / Date	9200033031 / 01/17/2020	Page 2 / 2
Customer no.	1005263	

Total items	3,785.07 USD
Net Value	3,785.07 USD
Total amount	3,785.07 USD

Terms of delivery: EXW (Incoterms 2010): Mt. Prospect
Terms of payment: Up to 02/16/2020 without deduction
Terms of shipment: UPS Standard
Gross weight: 0.052 KG
Net weight: 0.050 KG

SHIP: UPS GROUND

Please contact us for pre-authorization for return or repair.

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1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Kansas City Star
1601 Mc Gee St.
Kansas City MO 64108

Invoice

Number / Date	9200032992 / 01/16/2020
Reference no. / Date	ED CIAMBRONE / 07/30/2019
Orderer	ED CIAMBRONE
Our order / Date	100290327 / 07/30/2019
Delivery note no. / Date	800393582 / 01/15/2020
Customer number	1005263
Contact person	Steve Marlovitz
Phone	+1 847 227-9075
Fax	+1 847 227-9400
E-mail	steve.marlovitz @technotrans.com
Our reference	2020 / 10 / 20
Page	1 / 2

Goods recipient:

Kansas City Star
ATTN: ED CIAMBRONE
1601 Mc Gee St.
Kansas City MO 64108

We thank you for your order and invoice as follows based on our General Terms and Conditions to Companies (Customers).

Item	Quantity	Unit	Part no. Description	Price per unit	Total price
10	45.00	PC	10058633 Nozzle	75.48 USD	3,396.60 USD
40			S2199 Freight costs / handling fee		26.07 USD

Payments by check:
technotrans america, inc.
PO Box 5815
Carol Stream, IL 60197-5815

Remit to

Electronic payments:
Deutsche Bank Americas
Routing: 021001033
Account: 00460218
Swift code: BKTRUS33



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Number / Date	9200032992 / 01/16/2020	Page 2 / 2
Customer no.	1005263	

Total items	3,422.67 USD
Net Value	3,422.67 USD
Total amount	3,422.67 USD

Terms of delivery: EXW (Incoterms 2010): Mt. Prospect
Terms of payment: Up to 02/15/2020 without deduction
Terms of shipment: UPS Standard
Gross weight: 0.047 KG
Net weight: 0.045 KG

SHIP: UPS GROUND

Please contact us for pre-authorization for return or repair.

This document has been type written and becomes effective without signature.



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Kansas City Star
1601 Mc Gee St.
Kansas City MO 64108

Invoice

Number / Date	9200032802 / 01/09/2020
Reference no. / Date	550010531 / 01/07/2020
Orderer	ED CIAMBRONE
Our order / Date	100306146 / 01/07/2020
Delivery note no. / Date	800392237 / 01/07/2020
Customer number	1005263
Contact person	Steve Marlovitz
Phone	+1 847 227-9075
Fax	+1 847 227-9400
E-mail	steve.marlovitz @technotrans.com
Our reference	2020 / 10 / 20
Page	1 / 2

Goods recipient:

Kansas City Star
ATTN: ED CIAMBRONE
1601 Mc Gee St.
Kansas City MO 64108

We thank you for your order and invoice as follows based on our General Terms and Conditions to Companies (Customers).

Item	Quantity	Unit	Part no. Description	Price per unit	Total price
10	30.00	PC	10025981 Lamellar valve	196.45 USD	5,893.50 USD
20			S2199 Freight costs / handling fee		25.88 USD

Payments by check:
technotrans america, inc.
PO Box 5815
Carol Stream, IL 60197-5815

Remit to

Electronic payments:
Deutsche Bank Americas
Routing: 021001033
Account: 00460218
Swift code: BKTRUS33



technotrans america, inc.
1441 E. Business Center Dr.
Mt. Prospect, Illinois 60056
telephone: (847) 227-9200
(800) 255-6658
<http://www.technotrans.com>

Number / Date	9200032802 / 01/09/2020	Page 2 / 2
Customer no.	1005263	

Total items	5,919.38 USD
Net Value	5,919.38 USD
Total amount	5,919.38 USD

Terms of delivery: EXW (Incoterms 2010): Mt. Prospect
Terms of payment: Up to 02/08/2020 without deduction
Terms of shipment: UPS Standard
Gross weight: 0.602 KG
Net weight: 0.600 KG

SHIP: UPS GROUND - BRING THE VALVES TO STEVE WITH DATE STICKERS.

Please contact us for pre-authorization for return or repair.

This document has been type written and becomes effective without signature.

Exhibit E

Examples of Schedule 2 Proofs of Claim

Fill in this information to identify the case:

Debtor 1 The McClatchy Company
Debtor 2 McClatchy Shared Services, Inc.
(Spouse, if filing)
United States Bankruptcy Court for the: Southern District of New York
Case number 20-10418

Official Form 410

Proof of Claim

☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Alorica Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Alorica Customer Care, LLC successor EGS Customer Care, Inc.</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Danielle M. Evans</u> Name <u>5161 California Avenue</u> Number Street <u>Irvine</u> <u>CA</u> <u>92617</u> City State ZIP Code Contact phone <u>469-782-3679</u> Contact email <u>danielle.evans@alorica.com</u>	Where should payments to the creditor be sent? (if different) <u>Same</u> Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____

RECEIVED

MAY 05 2020

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

KURTZMAN CARSON CONSULTANTS

4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



2010448200505000000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 2 0 1

7. How much is the claim? \$ 661,549.36 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Contact center services performed

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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MAY 05 2020

KURTZMAN CARSON CONSULTANTS

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

05/04/2020
MM DD YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Danielle M. Evans
First name Middle name Last name

Title Litigation and Regulatory Counsel

Company Alorica Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5161 California Avenue
Number Street

Irvine CA 92617

City State ZIP Code

Contact phone 469-782-3679 Email danielle.evans@alorica.com

RECEIVED

MAY 05 2020

KURTZMAN CARSON CONSULTANTS

Date: 25-Mar-20
Invoice: \$ 319,434.53
Terms: NT30

MCCLATCHY

Period of Activity December 30-February 2

Description	Quantity	Rate	Amount
BOISE - IDAHO STATES	759.00	\$ 13.01	\$ 9,874.59
BOISE - IDAHO STATES	117.72	\$ 12.10	\$ 1,424.41
FORT WORTH	1,666.00	\$ 13.01	\$ 21,674.66
FORT WORTH	173.14	\$ 12.10	\$ 2,094.98
FRESNO BEE	0.00	\$ 13.01	\$ -
FRESNO BEE	0.00	\$ 12.10	\$ -
MCC BELLEV	413.00	\$ 13.01	\$ 5,373.13
MCC BELLEV	78.11	\$ 12.10	\$ 945.08
MCC BELLING	230.00	\$ 13.01	\$ 2,992.30
MCC BELLING	60.97	\$ 12.10	\$ 737.78
MCC BILOXI	310.00	\$ 13.01	\$ 4,033.10
MCC BILOXI	38.50	\$ 12.10	\$ 465.82
MCC BRAD	595.00	\$ 13.01	\$ 7,740.95
MCC BRAD	47.67	\$ 12.10	\$ 576.83
MCC CDT	163.00	\$ 13.01	\$ 2,120.63
MCC CDT	56.77	\$ 12.10	\$ 686.90
MCC CHAR	2,031.00	\$ 13.01	\$ 26,423.31
MCC CHAR	433.45	\$ 12.10	\$ 5,244.71
MCC COLUM	216.00	\$ 13.01	\$ 2,810.16
MCC COLUM	23.91	\$ 12.10	\$ 289.27
MCC COLUMBIA	881.00	\$ 13.01	\$ 11,461.81
MCC COLUMBIA	132.62	\$ 12.10	\$ 1,604.74
MCC DURHAM	120.00	\$ 13.01	\$ 1,561.20
MCC DURHAM	14.37	\$ 12.10	\$ 173.87
MCC FRESNO	706.00	\$ 13.01	\$ 9,185.06
MCC FRESNO	108.68	\$ 12.10	\$ 1,315.04
MCC HILTON	336.00	\$ 13.01	\$ 4,371.36
MCC HILTON	84.34	\$ 12.10	\$ 1,020.49
MCC KANSAS	2,254.00	\$ 13.01	\$ 29,324.54
MCC KANSAS	531.57	\$ 12.10	\$ 6,432.03
MCC LEXI	804.00	\$ 13.01	\$ 10,460.04
MCC LEXI	166.94	\$ 12.10	\$ 2,020.02
MCC MACON	272.00	\$ 13.01	\$ 3,538.72
MCC MACON	46.99	\$ 12.10	\$ 568.52
MCC MIAMI	40.00	\$ 12.47	\$ 498.80
MCC MIAMI		\$ 12.47	\$ -
MCC MODE	624.00	\$ 13.01	\$ 8,118.24
MCC MODE	102.84	\$ 12.10	\$ 1,244.35
MCC MYRTLE	551.00	\$ 13.01	\$ 7,168.51
MCC MYRTLE	47.41	\$ 12.10	\$ 573.63
MCC OLYM	262.00	\$ 13.01	\$ 3,408.62
MCC OLYM	91.26	\$ 12.10	\$ 1,104.20
MCC RALEIGH	1,560.50	\$ 13.01	\$ 20,302.11
MCC RALEIGH	168.22	\$ 12.10	\$ 2,035.48
MCC ROCK	206.00	\$ 13.01	\$ 2,680.06
MCC ROCK	0.00	\$ 12.10	\$ -
MCC SAC	2,182.50	\$ 13.01	\$ 28,394.33
MCC SAC	402.88	\$ 12.10	\$ 4,874.82
MCC SANLUIS	269.00	\$ 13.01	\$ 3,499.69
MCC SANLUIS	75.53	\$ 12.10	\$ 913.93
MCC SATURDAY STAFFIN	275.84	\$ 13.01	\$ 3,588.73
MCC SATURDAY STAFFIN	0.00	\$ 12.10	\$ -
MCC TACOMA	854.00	\$ 13.01	\$ 11,110.54
MCC TACOMA	232.74	\$ 12.10	\$ 2,816.10
MCC TRICITY	408.00	\$ 13.01	\$ 5,308.08
MCC TRICITY	37.36	\$ 12.10	\$ 452.02
MCC WICHITA	672.00	\$ 13.01	\$ 8,742.72
MCC WICHITA	126.47	\$ 12.10	\$ 1,530.27
MERCED	115.00	\$ 13.01	\$ 1,496.15
MERCED	0.00	\$ 12.10	\$ -
SLO	0.00	\$ 13.01	\$ -
SLO	0.00	\$ 12.10	\$ -
SOCIAL MEDIA	183.90	\$ 13.01	\$ 2,392.49
VIP	275.84	\$ 13.01	\$ 3,588.73
	23,636.02		\$ 304,388.64
Rebillat			
Retention Print Stop Saves Inc	11,935.70	\$ 1.00	\$ 11,935.70
Retention Digital Stop Saves Ir	2,310.19	\$ 1.00	\$ 2,310.19
Retention Free Lunch and Pow	800.00	\$ 1.00	\$ 800.00

TOTAL \$ 319,434.53



Bill#: 40444
Date: 01/21/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

Service/Description	Quantity	Price	Amount
BOISE - IDAHO STATESMAN	571.00	13.01	\$7,428.60
BOISE - IDAHO STATESMAN	67.32	12.10	\$814.57
Forth Worth	1,139.44	13.01	\$14,824.06
Forth Worth	125.48	12.10	\$1,518.35
MCC BELLEV	331.90	13.01	\$4,317.96
MCC BELLEV	52.08	12.10	\$630.17
MCC BELLING	167.65	13.01	\$2,181.19
MCC BELLING	41.44	12.10	\$501.42
MCC BILOXI	198.63	13.01	\$2,584.09
MCC BILOXI	22.28	12.10	\$269.59
MCC BRAD	417.57	13.01	\$5,432.67
MCC BRAD	30.79	12.10	\$372.51
MCC CDT	130.07	13.01	\$1,692.25
MCC CDT	48.31	12.10	\$584.55

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 40444
Date: 01/21/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

MCC CHAR	1,442.07	13.01	\$18,761.19
MCC CHAR	269.87	12.10	\$3,265.43
MCC COLUM	150.07	13.01	\$1,952.45
MCC COLUM	13.03	12.10	\$157.66
MCC COLUMBIA	609.25	13.01	\$7,926.43
MCC COLUMBIA	83.36	12.10	\$1,008.66
MCC DURHAM	95.71	13.01	\$1,245.20
MCC DURHAM	13.71	12.10	\$165.89
MCC FRESNO	673.33	13.01	\$8,759.94
MCC FRESNO	81.82	12.10	\$990.02
MCC HILTON	329.78	13.01	\$4,290.36
MCC HILTON	37.28	12.10	\$451.09
MCC KANSAS	1,805.39	13.01	\$23,488.25
MCC KANSAS	348.92	12.10	\$4,221.97

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 40444
Date: 01/21/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

MCC LEXI	643.45	13.01	\$8,371.46
MCC LEXI	121.89	12.10	\$1,474.87
MCC MACON	217.08	13.01	\$2,824.25
MCC MACON	34.04	12.10	\$411.91
MCC MIAMI	32.00	12.47	\$399.04
MCC MODE	467.33	13.01	\$6,079.79
MCC MODE	73.06	12.10	\$884.03
MCC MYRTLE	367.77	13.01	\$4,784.69
MCC MYRTLE	24.01	12.10	\$290.52
MCC OLYM	190.73	13.01	\$2,481.40
MCC OLYM	55.07	12.10	\$666.35
MCC RALEIGH	1,236.59	13.01	\$16,088.01
MCC RALEIGH	107.43	12.10	\$1,299.91

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 40444
Date: 01/21/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

MCC ROCK	162.42	13.01	\$2,113.07
MCC SAC	1,729.80	13.01	\$22,504.75
MCC SAC	239.75	12.10	\$2,900.99
MCC SANLUIS	247.76	13.01	\$3,223.46
MCC SANLUIS	64.38	12.10	\$779.06
MCC SATURDAY STAFFIN	240.00	13.01	\$3,122.48
MCC TACOMA	630.14	13.01	\$8,198.13
MCC TACOMA	105.41	12.10	\$1,275.46
MCC TRICITY	324.51	13.01	\$4,221.93
MCC TRICITY	27.82	12.10	\$336.62
MCC WICHITA	480.00	13.01	\$6,244.75
MCC WICHITA	95.94	12.10	\$1,160.87
MERCED	83.94	13.01	\$1,092.09

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 40444
Date: 01/21/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

SOCIAL MEDIA	160.00	13.01	\$2,081.74
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VIP TEAM	240.00	13.01	\$3,122.39
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PASS-THROUGH

REBILLABLES

Retention Digital Saves Contest	2,313.00	1.00	\$2,313.00
Retention Print Saves Contest	8,906.50	1.00	\$8,906.50
Christmas Gifts for Staff (Thank you)	2,000.00	1.00	\$2,000.00

PAY THIS AMOUNT: \$241,490.04

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 41003
Date: 02/12/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

Service/Description	Quantity	Price	Amount
PERIOD FEB 3 - 12, 2020 PART 1			
BOISE - IDAHO STATESMAN	259.42	13.01	\$3,375.08
BOISE - IDAHO STATESMAN	38.26	12.10	\$462.94
Forth Worth	469.33	13.01	\$6,105.86
Forth Worth	48.31	12.10	\$584.59
MCC BELLEV	129.13	13.01	\$1,679.92
MCC BELLEV	23.93	12.10	\$289.60
MCC BELLING	78.26	13.01	\$1,018.28
MCC BELLING	19.24	12.10	\$232.82
MCC BILOXI	89.43	13.01	\$1,163.58
MCC BILOXI	10.69	12.10	\$129.35
MCC BRAD	217.88	13.01	\$2,834.45
MCC BRAD	21.02	12.10	\$254.37

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 41003
Date: 02/12/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

MCC CDT	52.75	13.01	\$686.25
MCC CDT	12.30	12.10	\$148.83
MCC CHAR	682.52	13.01	\$8,879.64
MCC CHAR	146.42	12.10	\$1,771.68
MCC COLUM	67.80	13.01	\$882.10
MCC COLUM	8.98	12.10	\$108.66
MCC COLUMBIA	288.79	13.01	\$3,757.01
MCC COLUMBIA	31.89	12.10	\$385.87
MCC DURHAM	38.74	13.01	\$503.82
MCC DURHAM	2.43	12.10	\$29.40
MCC FRESNO	258.29	13.01	\$3,360.36
MCC FRESNO	24.24	12.10	\$293.32
MCC HILTON	109.64	13.01	\$1,426.37
MCC HILTON	28.63	12.10	\$346.43

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 41003
Date: 02/12/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

MCC KANSAS	840.39	13.01	\$10,933.33
MCC KANSAS	271.65	12.10	\$3,286.93
MCC LEXI	298.84	13.01	\$3,887.83
MCC LEXI	32.10	12.10	\$388.41
MCC MACON	102.11	13.01	\$1,328.46
MCC MACON	12.83	12.10	\$155.31
MCC MIAMI	12.78	12.47	\$159.37
MCC MODE	154.60	13.01	\$2,011.23
MCC MODE	26.54	12.10	\$321.13
MCC MYRTLE	124.87	13.01	\$1,624.51
MCC MYRTLE	18.58	12.10	\$224.82
MCC OLYM	103.09	13.01	\$1,341.05
MCC RALEIGH	523.53	13.01	\$6,811.02
MCC RALEIGH	62.35	12.10	\$754.40

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 41003
Date: 02/12/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

MCC ROCK	73.47	13.01	\$955.84
MCC SAC	704.48	13.01	\$9,165.35
MCC SAC	119.49	12.10	\$1,445.83
MCC SANLUIS	94.35	13.01	\$1,227.50
MCC SANLUIS	18.39	12.10	\$222.57
MCC SATURDAY STAFFIN	95.85	13.01	\$1,246.97
MCC TACOMA	325.32	13.01	\$4,232.46
MCC TACOMA	74.85	12.10	\$905.69
MCC TRICITY	111.08	13.01	\$1,445.03
MCC TRICITY	11.80	12.10	\$142.78
MCC WICHITA	197.86	13.01	\$2,574.18
MCC WICHITA	30.38	12.10	\$367.65
MERCED	28.45	13.01	\$370.11

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071



Bill#: 41003
Date: 02/12/2020
Contract#: 118201

MCCLATCHY SHARED SERVICES

ATTN: Martii Salazar
ONE HERALD PLAZA
6TH FLOOR
MIAMI, FL 33132

Due Date: Net Due in 30 Days

Remit To: Alorica Inc. (Check)
P.O. Box 748624
Los Angeles, CA 90074-8624 US

Project# 118201 Project: MCC

SOCIAL MEDIA	63.89	13.01	\$831.30
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VIP TEAM	95.85	13.01	\$1,246.90
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PASS-THROUGH

REBILLABLES

PRODUCTION	27241-267-903N	PROD-12.1	Each	25.31	\$306.25
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Retention Print Stop Saves Incentive

Retention Digital Stop Saves Incentive

PAY THIS AMOUNT: \$100.624.79

Remit Wire To:
ABA Number: 026009593
Account Number: 1459360610
Bank of America
Los Angeles, CA 90071

Fill in this information to identify the case:

Debtor Star-Telegram, Inc.

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 20-10460

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Canon Financial Services, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Star Telegram, Inc.</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should payments to the creditor be sent? (if different) Canon Financial Services, Inc. Meghan Fleming 158 Gaither Drive Mount Laurel, NJ 08043, US Contact phone <u>212-593-3000</u> Contact email <u>amuller@platzerlaw.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>1259-1099</u>	
7.	How much is the claim? \$ <u>8579.79</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Equipment Lease</u>		
9.	Is all or part of the claim secured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>Copier equipment-9 Canon IR Advance 5540i copiers</u> Basis for perfection: <u>UCC-1</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: <u>\$ 8579.79</u> Amount of the claim that is secured: <u>\$ 8579.79</u> Amount of the claim that is unsecured: <u>\$ 0</u> (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) <u>9.0</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable		
10.	Is this claim based on a lease? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. <u>\$ 8579.79</u>		
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____		



<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply: </div> <div style="text-align: right; background-color: #f2f2f2; padding: 2px 5px; font-weight: bold;">Amount entitled to priority</div> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <div style="text-align: right;">\$ _____</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <div style="text-align: right;">\$ _____</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <div style="text-align: right;">\$ _____</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <div style="text-align: right;">\$ _____</div> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 5px;"> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <div style="text-align: right;">\$ _____</div> </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. <div style="text-align: right;">\$ _____</div> </div> </div>
<p>* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>	
<p>13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. <div style="text-align: right;">\$ _____</div>

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/08/2020
MM / DD / YYYY

/s/Meghan Fleming
Signature

Print the name of the person who is completing and signing this claim:

Name Meghan Fleming
First name Middle name Last name

Title Legal Specialist

Company Canon Financial Services, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



For phone assistance: Domestic (866) 810-6898 | International (424) 236-7215

Debtor: 20-10460 - Star-Telegram, Inc. District: Southern District of New York, New York Division		
Creditor: Canon Financial Services, Inc. Andrew S. Muller, Esq. Platzer, Swergold, Levine, et al. 475 Park Avenue South, 18th Floor New York, NY, 10016 US Phone: 212-593-3000 Phone 2: Fax: Email: amuller@platzerlaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: Canon Financial Services, Inc. Meghan Fleming 158 Gaither Drive Mount Laurel, NJ, 08043 US Phone: Phone 2: Fax: E-mail: DISBURSEMENT ADDRESS		
Other Names Used with Debtor: Star Telegram, Inc.	Amends Claim: No Acquired Claim: No	
Basis of Claim: Equipment Lease	Last 4 Digits: Yes - 1259-1099	Uniform Claim Identifier:
Total Amount of Claim: 8579.79	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 8579.79 Amount of 503(b)(9): No Based on Lease: Yes, 8579.79 Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: Copier equipment-9 Canon IR Advance 5540i copiers Value of Property: 8579.79 Annual Interest Rate: 9.0%, Fixed Arrearage Amount: Basis for Perfection: UCC-1 Amount Unsecured: 0	

Submitted By:

Meghan Fleming on 08-Jul-2020 12:38:08 p.m. Eastern Time

Title:

Legal Specialist

Company:

Canon Financial Services, Inc.

Fill in this information to identify the case:

Debtor 1 Star Telegram, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of New York

Case number 20-10460 (MEW)

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Canon Financial Services, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>PSL File No. 1259-1099</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Andrew Muller, Platzer Swergold, et al.</u> Name <u>475 Park Avenue South, 18th Floor</u> Number Street <u>New York NY 10016</u> City State ZIP Code Contact phone <u>(212) 593-3000</u> Contact email <u>amuller@platzerlaw.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Canon Financial Services, Inc.</u> Name <u>158 Gaither Drive</u> Number Street <u>Mount Laurel NJ 08043</u> City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 8,579.79 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Equipment Lease

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: Copier Equipment-9 Canon IR Advance 5540i copiers
Basis for perfection: UCC-1
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ 8,579.79
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) 9.00 %
☒ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ N/A

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/06/2020
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Meghan Fleming
First name Middle name Last name

Title Legal Specialist

Company Canon Financial Services, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 158 Gaither Drive
Number Street

Mount Laurel NJ 08043
City State ZIP Code

Contact phone Email

Print

Save As...

Add Attachment

Reset

Attachment to Proof of Claim
Filed by Canon Financial Services, Inc.
Against Star Telegram, Inc., Case No. 20-10460 (MEW) (Jointly Administered in the Lead
Bankruptcy Case of In re The McClatchy Company, et al., Case No. 20-10418 (MEW))

Debtor Star Telegram, Inc. (“Debtor”) entered into an equipment Lease Agreement for photocopy machines with payments to be remitted to Creditor Canon Financial Services, Inc. (“Canon”), bearing Contract Nos. 001-0782238-001 through -009. Copies of the lease documents are annexed hereto. Canon is owed the following pre-petition amounts on account of the nine machines:

001-0782238-001	\$953.31
001-0782238-002	\$953.31
001-0782238-003	\$953.31
001-0782238-004	\$953.31
001-0782238-005	\$953.31
001-0782238-006	\$953.31
001-0782238-007	\$953.31
001-0782238-008	\$953.31
001-0782238-009	\$953.31
Total:	\$8,579.79



AGREEMENT #: _____

**GLOBAL SERVICES DIVISION
LEASE AGREEMENT**

Subject to all of the terms and conditions herein, including the Additional Terms and Conditions on the following pages ("Agreement"), Canon Solutions America, Inc. ("CSA") agrees to lease to the Customer named below units of the following equipment models, including configuration options and hardware and licensed software accessories with third party support contracts (the "Equipment"), to be installed at the location listed below or on the attached Schedule A.

Bill To:				Ship To:			
Account Name:		<u>The Fort Worth Star Telegram, a division of Star-Telegram Inc</u>		Account Name:		<u>The Fort Worth Star Telegram, a division of Star-Telegram Inc</u>	
Address 1:		<u>808 Throckmorton St.</u>		Address 1:		<u>808 Throckmorton St.</u>	
Address 2:		<u>Accounts Payable</u>		Address 2:			
City:		<u>Ft. Worth</u>	State:	<u>TX</u>	City:		<u>Ft. Worth</u>
Zip Code:		<u>76102</u>	Contact:		Zip Code:		<u>76102</u>
Phone Number:		<u>(817) 390-7115</u>	Email:		Phone Number:		<u>(817) 390-7115</u>
Order Date:			Install Date:		Order Date:		
Customer Internal Order #:				REMIT TO: CANON FINANCIAL SERVICES, INC., 14904 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693			

DESCRIPTION OF EQUIPMENT BY MODEL AND QUANTITIES OF UNITS

Nine (9) Canon imageRUNNER Advance C5540i's with High Capacity Cassette Feeding Unit-A1, Staple Finisher-Y1, Buffer Pass-L1, Utility Tray B-1, Super G3 Fax Fax Board. The C5540i comes standard with PCL & PS printing, Remote Operators Kit, Universal Login, Wireless LAN, HDD Encryption, Color Universal Send scanning solution.

SCHEDULE OF CHARGES

INITIAL LEASE TERM # OF MONTHS	MONTHLY BASED RENTAL CHARGE PER UNIT PER MODEL	OPTIONAL SERVICE	IF CUSTOMER HAS ELECTED MAINTENANCE FROM CANON USA:																					
<u>24</u>	<u>\$293.55 each</u>	A. <input type="checkbox"/> NO Initial Here B. <input checked="" type="checkbox"/> YES <u>TS</u> Initial Here	<table border="1"> <tr> <th colspan="3">COPIES INCLUDED</th> </tr> <tr> <td colspan="3"><u>none</u></td> </tr> <tr> <th colspan="3">PER IMAGE CHARGE</th> </tr> <tr> <td><u>1+</u></td> <td><u>+</u></td> <td><u>0.05</u></td> </tr> <tr> <td><u>Color</u></td> <td><u>From</u></td> <td><u>@</u></td> </tr> <tr> <td><u>1+</u></td> <td><u>+</u></td> <td><u>0.007</u></td> </tr> <tr> <td><u>Black & White</u></td> <td><u>From</u></td> <td><u>@</u></td> </tr> </table>	COPIES INCLUDED			<u>none</u>			PER IMAGE CHARGE			<u>1+</u>	<u>+</u>	<u>0.05</u>	<u>Color</u>	<u>From</u>	<u>@</u>	<u>1+</u>	<u>+</u>	<u>0.007</u>	<u>Black & White</u>	<u>From</u>	<u>@</u>
COPIES INCLUDED																								
<u>none</u>																								
PER IMAGE CHARGE																								
<u>1+</u>	<u>+</u>	<u>0.05</u>																						
<u>Color</u>	<u>From</u>	<u>@</u>																						
<u>1+</u>	<u>+</u>	<u>0.007</u>																						
<u>Black & White</u>	<u>From</u>	<u>@</u>																						

Customer's obligation to pay rental charges under this Lease Agreement is irrevocable and non-cancelable except as otherwise provided in this Lease Agreement.

Supplies, such as paper, are available for purchase by Customer, at Customer's option, and at CSA's prices as in effect from time to time.

This Agreement shall not become effective until it has been signed by a duly-authorized representatives of Canon USA and Customer.

THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS AGREEMENT.

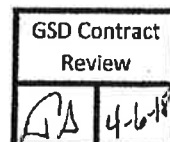
T

CANON SOLUTIONS AMERICA, INC

CUSTOMER: The Fort Worth Star Telegram, a division of Star-Telegram, Inc.

[Signature] 8/15/18
Authorized Signature Date
John R. Kelly, Sr
Printed Name/Title

[Signature] 5/30/16
Authorized Signature Date
Tony Berg / President-Publisher-Regional
Printed Name/Title



AGREEMENT #: _____

TERMS AND CONDITIONS

1. Installation expenses will be borne by CSA; however, if special rigging is required, Customer will pay the charges therefor provided CSA discloses. All charges, including base monthly charges and per impression charges, shall accrue beginning on the installation date. Charges shall be due and payable within thirty (30) days of an invoice therefor. Customer agrees to provide Canon USA with a signed delivery and installation form on the date that Equipment has been successfully installed and has completed all routine diagnostic tests provided that the terms of the signed delivery and installation form do not conflict with the terms of this Agreement. To the extent of any conflict, the terms of this Agreement shall prevail.

Taxes. There shall be added to the charges hereunder an amount equal to any sales, use or value added taxes, howsoever designated, levied thereon. Any personal property taxes assessable on the Equipment after delivery to the Customer shall be borne by Customer. In the case of Equipment that is shipped to Puerto Rico, any use or import taxes assessable on the Equipment before, at, or after delivery and completion of installation shall be borne by Customer. Because Customer is the purchaser and user of the Equipment, Customer acknowledges that Canon USA may invoice Customer for the expense of use or import taxes on the Equipment even if such taxes are paid and remitted to the relevant taxing authority by an importer of record other than Customer.

Toner. If the rental prices that include Maintenance are toner inclusive for metered Equipment, CSA shall, at no additional charge, provide toner at the Customer's location for use solely with the metered Equipment; provided, that Customer orders replenishment quantities of toner utilizing CSA's website. CSA shall not be required to fill Customer orders for toner in excess of the total quantity of toner necessary to produce the number of images actually being produced by Customer, as shown by CSA's meter readings. Customer shall bear all risk of loss, theft or damage to unused toner at the Customer facility, which shall remain the property of CSA, and shall be returned to CSA promptly upon expiration or termination of the lease term. The quantity of toner will meet manufacturer's specifications for conventional office image coverage. CSA will sell to Customer at Customer's election and at CSA's then applicable prices any additional toner that Customer may require during the lease term. No other supply items, including paper and staples, are included in toner inclusive prices, but are available for purchase at CSA's prices in effect from time to time.

Equipment Re-location. Customer shall, upon written notice and upon approval of CSA (such approval not to be unreasonably withheld), have the right to transfer leased Equipment from any Customer location to another location, but at Customer's risk and expense. If such a move requires assistance from CSA, such as transportation, reinstallation and realignment, then CSA will quote the necessary charges.

Meter Readings. CSA shall implement software developed by CSA's affiliates or a third party vendor for reading the meters and certain device status data of the Equipment units which are now or may hereafter become subject to lease and/or Maintenance under the Agreement. The meter readings from the software shall be used for determining click charges applicable to the Equipment units which are under lease or Maintenance from CSA pursuant to this Agreement. A local data collection agent ("DCA") of the software, which will access networked devices and send data to other remotely-located components of the software, is provided at no additional charge to Customer for meter reading and meter data storage. Upon Customer's request, and payment of any fees that may be agreed upon between Customer and CSA, certain other features of the software and related services, including consumables management, routing of service data and providing related reports, may also be activated.

The specific software will be identified at the time of DCA installation. Customer authorizes CSA to download the DCA from CSA's affiliate or such third party vendor for installation by Customer on one or more computers with suitable capacity connected to Customer's network(s) as needed to cover the Equipment units. Customer shall abide by any click wrap license presented to and agreed to by Customer during the installation process of the DCA. Customer authorizes CSA (a) to establish HTTPS communications using Customer's network bandwidth for transmission over the internet of use, status and service data accumulated by the software, (b) to utilize the software or another automated network device data capture system to collect and transmit use, status and service data and (c) to store, analyze and use such data for purposes solely related to servicing the Equipment under Maintenance from CSA and for product improvement.

Customer agrees to complete a survey form, indicating the ranges of "Internet Protocol" addresses of all printing devices on its network. CSA will utilize this information and the DCA of the software solely to conduct device discovery and collect sample use, status and service data for up to 60 days. Upon Customer's request, CSA will also provide Customer with a fleet usage report based on data collected to assist Customer in determining the scope of CSA's fleet management services. Any such report and associated recommendations shall be advisory in nature. Any recommendations or predicted results in such a report are limited by the software's capability and the data sample collected, and are not warranties of future performance of networked devices.

If the software has not been implemented or is discontinued or superseded, CSA shall arrange for another automated capture system to obtain meter readings for the Equipment and Printers. Alternatively, Customer shall input periodic meter readings on CSA's website. CSA reserves the right (a) to invoice on the basis of estimated meter readings if actual readings are unavailable for any reason and (b) to verify from time to time the accuracy of meter readings from the software, any other automated capture system, or those readings that may be inputted from Customer, in which event CSA will either charge Customer for any deficiency or credit Customer for any average in the invoice for the next periodic billing cycle.

AGREEMENT #: _____

2. Upon the expiration of the initial term (or renewal term, if applicable) of the lease of any Equipment unit with respect to which Customer has elected the fair market value buy out option, the lease shall automatically renew on a month-to-month basis at the rental price in effect immediately prior to such expiration. The term of the lease shall thereafter continue on such month-to-month basis until:

(A) Either Customer or CSA notifies the other party in writing that it is terminating the lease, such termination to be effective no sooner than sixty (60) days after the date of such notice; or

(B) Customer may elect to purchase the Equipment, subject to applicable software developer licenses, at CSA's retail prices then in effect for comparable used Equipment at the time Customer exercises the purchase option; *provided*, that Customer may not purchase the Equipment unless it has paid in full all charges due hereunder (including for the period up to the date of purchase).

Upon the expiration of the initial term of the lease of any Equipment unit with respect to which Customer has elected the full pay-out option, title to the Equipment shall be conveyed to Customer; provided, that Customer has paid in full all charges hereunder.

If Customer exercises either purchase option as described above, and pays the purchase price to CSA in the case of the fair market value buy out option, CSA shall remove its plaque and convey to Customer title to the Equipment (other than software licensed to Customer), free and clear of liens and encumbrances arising through CSA, subject to applicable software developer licenses.

Except for good title, CSA shall transfer the Equipment to Customer "AS-IS, WHERE-IS," without any representation or warranty whatsoever. Maintenance for the Equipment shall then be available to Customer either from CSA or from any authorized CANON retail dealer pursuant to a separate maintenance agreement, which shall be the sole agreement with respect to maintenance of purchased Equipment.

If Customer or CSA elects to terminate the lease as described in paragraph (A) above without purchase of the Equipment by Customer, Customer shall make the Equipment available at the relevant Customer facility, and CSA shall arrange for the pick-up of the Equipment at its expense.

CSA hereby warrants that it is the owner or rightful provider of the Equipment installed hereunder, that it has the right to lease the Equipment to Customer, subject to applicable software developer licenses, and that the Canon-branded Equipment provided hereunder does not infringe or violate the U.S. patent, copyright or trade secret rights of a third party. EXCEPT AS OTHERWISE PROVIDED HEREIN, CSA MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF SUCH EQUIPMENT, INCLUDING ANY MAINTENANCE DESCRIBED IN SECTION 6 BELOW. NEITHER PARTY SHALL BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED BY THE OTHER PARTY'S NEGLIGENCE), LOSS OF PROFIT OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT OR RELATING TO ANY SUCH MAINTENANCE, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CSA agrees to indemnify, defend and release Customer from any third party claims that Customer's use or possession of Canon branded Equipment infringes or violates the U.S. patent, copyright or trade secret rights of that third party and for personal injury or property damage to the extent caused by CSA's negligence or willful misconduct. The foregoing infringement indemnity shall not apply to non-US intellectual property claims or claims arising from modifications to the Canon branded Equipment that were made by Customer without the written consent of CSA or to any use of such Canon branded Equipment in connection or combination with any non-Canon brand manufactured hardware or software for which the subject Equipment was not designed or to any throughput used in connection with the subject Canon Equipment. CSA's indemnification obligation hereunder is subject to Customer providing CSA prompt written notice of the IP Claim, allowing CSA sole control of the defense and settlement thereof, and providing assistance therewith, at CSA's expense, as CSA reasonably requests.

4. Customer shall be responsible for giving CSA appropriate access to its facilities so that CSA can deliver and install Equipment, perform periodic meter readings after the end of the relevant billing cycle (as contemplated by Section 1 above), provide Maintenance hereunder, and remove the Equipment upon expiration or termination of the lease therefor. Customer agrees not to make any alteration in the Equipment, and to return the Equipment upon the expiration or termination of the lease term in the same condition as when received except for reasonable wear and tear. During the lease term and while Customer has possession of the Equipment, Customer assumes all risk of loss, theft or damage to the Equipment (not to exceed the Remaining Lease Balance at the time of loss, theft or damage). "Remaining Lease Balance" shall mean at any particular time (i) all rental charges then owing and unpaid by Customer to CSA hereunder, (ii) all rental charges (less any portion thereof attributable to Maintenance or unearned income) then unpaid but not yet owing hereunder, (iii) any applicable taxes, expenses and fees and (iv) if Customer has elected the fair market value buy out option, the then current purchase price of the Equipment (as determined pursuant to Section 2 above).

5. Title to the leased Equipment shall remain at all times with CSA or, with respect to software, the company licensing the software. Customer agrees that the Canon plaque affixed to the Equipment will not be removed. Customer agrees to keep the Equipment free from all liens, security interests and encumbrances, and to abide by the developer license agreements applicable to software. This Agreement shall not be assignable by Customer without CSA's prior written consent as to the credit worthiness of the Assignee. All rights of CSA in the Equipment leased under this Agreement, but not its obligations, may be assigned, without notice to Customer, by CSA to

AGREEMENT #:

an affiliated or non-affiliated leasing company, including Canon Financial Services, Inc., and may be further assigned by any such assignee, and if so assigned Customer may be required, upon prior notice, to make all further rental payments directly to such assignee or its agent. CSA, and any such assignee, is hereby authorized to take such actions as may be necessary or desirable to evidence its ownership or other rights in the Equipment in the possession of Customer, including without limitation the filing of financing statements or other documents without the signature of Customer. To the extent this lease transaction is deemed not to be a true lease but a transaction intended as security, Customer hereby assigns, grants and pledges to CSA (or the leasing company, if applicable) a security interest in all of Customer's right, title and interest, whether now or hereafter existing or acquired, in all Equipment covered hereby, and all proceeds thereof, to secure the payment and performance of all obligations of such Customer hereunder.

6. Maintenance for individual units of Equipment may only be ordered by Customer at the time of original procurement and shall be for the initial lease term, and any renewal thereof as provided in Section 2 above. Nothing herein is intended to prohibit Customer from obtaining, in lieu of Maintenance from CSA hereunder, maintenance services for leased Equipment from any other authorized CSA service provider. No failure of performance by CSA or any third party service provider in connection with maintenance of the Equipment shall relieve Customer of its obligation to pay rent to CSA, or any other obligation of Customer under this Agreement.

All routine preventive maintenance in accordance with manufacturer recommendations and CSA's experience, and repair service necessary to keep the Equipment in good operating order ("Maintenance"), will be performed by CSA during regular business hours (8:30 a.m. to 5:00 p.m. Monday through Friday, except holidays) at no additional charge to Customer; provided that the Equipment is continuously subject to Maintenance from the date of installation thereof; and provided, further, that Maintenance shall not include the following:

A. repairs resulting from causes other than normal use, Customer's willful act; negligence or misuse (including, without limitation, damage to photoreceptor drums and use of supplies or spare parts which cause abnormally frequent service calls or service problems); use of the Equipment with hardware or software devices not furnished by CSA; accident; transportation; failure of electrical power, air conditioning or humidity control;

B. repairs made necessary by service performed by personnel other than those of CSA or its subcontractors; ;

C. work which Customer requests to be performed outside regular business hours;

D. paper, and any other consumable supplies, other than toner;

E. re-installation and/or relocation of Equipment; and

F. repairs to, or realignment of, Equipment, and related training, necessitated by changes to system configuration of Customer or its End-User.

The foregoing services listed in A-F above, and any other work beyond the scope of Maintenance described herein, shall be invoiced in accordance with the then current labor, parts and supply charges of CSA or its subcontractor.

If Customer is not satisfied with any unit of Equipment, CSA will, at Customer's written request, replace it without charge with an equivalent unit or, at the option of CSA, with a machine with comparable features and capabilities. This guarantee will be effective for three (3) years following the original installation of the Equipment unit. This guarantee shall apply only to Canon brand Equipment which has been continuously under CSA supplied maintenance, and if Customer is not in default of its obligations under this Agreement. Prior to exercising its rights under this guarantee, Customer agrees to provide CSA with written notice in reasonable detail and to give CSA the opportunity to resolve whatever service problems Customer is experiencing with the unit. Notwithstanding the foregoing, Customer shall not exercise its rights under this guarantee if dissatisfaction with any unit of Equipment arises out of any of the circumstances described in Subparts (a) through (f) above which are outside the scope of Services.

CSA shall have the right to substitute equivalent Equipment at any time during the term of any Maintenance services, in which event the applicable lease shall be deemed amended to substitute the replacement unit of Equipment for the replaced unit. Removed parts replaced by CSA shall become its property.

Overwrite of Data. Customer acknowledges that the hard drive on the Equipment may retain images, content, or other data during normal operation of the Equipment ("Data"), and that exposure or access to the Data by CSA or its subcontractors, if at all, is purely incidental to Maintenance. The Equipment models which are multifunctional will be furnished to Customer with default settings that, if activated, enable the automatic overwrite of temporary job data which may be written to the Equipment hard drive during the course of a print, copy, scan or fax job. The automatic overwrite of temporary job data occurs immediately after job completions. Only the hard disk areas used for temporary job data are overwritten during the automatic overwrite process. Other Data, such as job logs, device settings and any stored documents may remain on the Equipment. Neither CSA nor its subcontractors have any obligation to erase or overwrite Data upon the return of the Equipment to CSA, and both parties are responsible for complying with applicable law and legal requirements pertaining to data privacy, security, retention and protection; however, Customer shall be responsible for all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer may purchase from CSA, at current rates, either (a) a data encryption kit which encodes information before it is written to the hard drive using encryption algorithms, or (b) a replacement hard drive (in which

AGREEMENT #:

case Customer should properly destroy the replaced hard drive). Alternatively, Customer may, prior to return or other disposition of the Equipment, and depending on its security requirements, manually invoke the hard disk drive formatting function found on the Equipment to perform an overwrite of any stored data.

Software. CSA shall make available to Customer from time to time such upgrades and bug fixes for the Software (namely, the third party software licensed as part of the Equipment) as are provided to CSA by producers of the Software and are required (i) for compatibility, (ii) to maintain supportability or (iii) for other reasons controlled by the Software producers. CSA shall also use reasonable best efforts to provide Level 1 support on the Software. Level 1 support consists of providing help-line telephone assistance in operating the Software and identifying service problems, maintaining a log of such problems to assist in tracking the same, and contacting producer of the Software to rectify such problems; provided that with respect to Application Software the Customer purchases a support contract and completes the registration or other qualification process applicable thereto.

7. Nonpayment. This Agreement shall terminate if any undisputed amount owing by Customer hereunder is overdue and payable, unless such amount is paid in full within thirty (30) days after CSA notifies Customer that such payment is overdue; provided that no such termination shall be effective if the overdue amounts are disputed in good faith by Customer within such thirty (30) day notice period, and if Customer pays all undisputed amounts and promptly makes a good faith attempt to resolve such dispute with CSA. Customer agrees that CSA shall not be required to lease any further Equipment at any time that any payment is overdue.

Insolvency. This Agreement shall terminate immediately if any party files a voluntary petition in bankruptcy or reorganization or fails to have such a petition filed against it dismissed within sixty (60) days or admits in writing its insolvency or inability to pay its liabilities as they come due, or assigns its assets for the benefit of creditors, or suffers a receiver to be appointed for its assets or suspends its business.

Other Breach. Except as provided above with respect to overdue payments and insolvency, this Agreement may be terminated by the non-breaching party upon thirty (30) days' prior written notice to the breaching party if the breaching party fails to perform or observe in any material respect any term or condition of this Agreement, unless such failure is cured within such thirty (30) day period.

Upon termination of this Agreement except for CSA's material breach of this Agreement, the Remaining Lease Balance shall immediately become due and payable without notice or demand, and CSA shall also have the right, without limitation of its other rights and remedies under this Agreement or available by applicable law, and without notice, demand or legal process, to retake possession of any or all of the Equipment. In the event that CSA elects to retake possession, Customer hereby authorizes, and agrees to take all action necessary to empower, CSA to enter upon any premises where the Equipment may be found, and Customer waives any claim or loss it may have against CSA arising from such action except to the extent otherwise due to CSA's negligence or intentional acts. The net proceeds, if any, recovered by CSA from disposing of the Equipment shall be applied against the Remaining Lease Balance.

Termination is not an election of remedies and shall not, except as otherwise provided herein, limit or restrict the exercise of any other rights or remedies which a party may have against the other under this Agreement or at law or in equity, for the other's failure to perform its obligations under this Agreement.

All obligations of the parties under this Agreement that have accrued prior to the termination thereof or that could reasonably be construed to survive the termination thereof shall survive such termination.

8. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement in electronic form, such as by facsimile transmission or as a PDF copy sent by e-mail, shall be of the same legal effect, validity and enforceability as a manually executed signature.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS and constitutes the entire Agreement between the parties with respect to the lease of the Equipment, including any associated Maintenance, superseding all previous proposals, oral or written. The proper venue for any dispute between the parties shall be the state or federal courts located in Dallas-Fort Worth, Texas. No representation or statement not contained on the original copy of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing and signed by a duly-authorized representatives of CSA and Customer. Any suit between the parties relating to this Agreement, other than for payment of the charges due hereunder, shall be commenced, if at all, within two (2) years of the date that it accrues. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement in electronic form, such as by facsimile transmission or as a PDF copy sent by e-mail, shall be of the same legal effect, validity and enforceability as a manually executed signature.

CUSTOMER'S INITIAL:

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LEASE AGREEMENT.2015.10.01

Lease 001 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930672	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465678	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185205	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 002 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930675	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465679	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185206	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 003 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930677	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465683	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185204	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 004 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930676	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465681	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185208	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 005 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930678	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465682	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185207	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 006 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930685	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465684	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185209	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 007 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930683	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465685	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185210	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 008 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930682	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465687	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185214	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL

Lease 009 Open Items

O I Num	Invoice Number	Invoice Date	Due Date	Aging	Total Invd	Total Rcvd	Total Due	Descr
72930679	21194944	3/13/2020	4/1/2020	Past 1	317.77	0	317.77	RENTAL
72465686	21080975	2/11/2020	3/1/2020	Past 31	317.77	0	317.77	RENTAL
70185211	20513849	9/12/2019	10/1/2019	Past 181	317.77	0	317.77	RENTAL