

Robert D. Albergotti  
State Bar No. 009790800  
Ian T. Peck  
State Bar No. 24013306  
Jarom J. Yates  
State Bar No. 24071134  
**HAYNES AND BOONE, LLP**  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: 214.651.5000  
Facsimile: 214.651.5940  
Email: [robert.albergotti@haynesboone.com](mailto:robert.albergotti@haynesboone.com)  
Email: [ian.peck@haynesboone.com](mailto:ian.peck@haynesboone.com)  
Email: [jarom.yates@haynesboone.com](mailto:jarom.yates@haynesboone.com)

**PROPOSED ATTORNEYS FOR DEBTOR**

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

In re: § Chapter 11  
§  
TPP ACQUISITION, INC. d/b/a The § Case No. 16-33437-hdh-11  
Picture People, §  
§  
Debtor. §

**DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER UNDER 11 U.S.C.  
§§ 327(a), 330, AND 1107(b) AUTHORIZING THE EMPLOYMENT AND RETENTION  
OF HAYNES AND BOONE, LLP AS ATTORNEYS FOR THE DEBTOR IN  
POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

TPP Acquisition, Inc. d/b/a The Picture People (“TPP”), debtor-in-possession in the above-referenced chapter 11 case (the “Debtor”), files this *Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtors in Possession Nunc Pro Tunc to the Petition Date* (the “Application”). In support of its Application, the Debtor relies upon the *Declaration of Robert D. Albergotti in Support of the Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtor in Possession Nunc Pro Tunc to the Petition*



*Date* (the “Albergotti Declaration”), which is attached hereto as **Exhibit A**. In further support of the Application, the Debtor respectfully represents as follows:

**Jurisdiction and Venue**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**Background**

2. To preserve the value of its assets and restructure its financial affairs, on September 2, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned case (the “Chapter 11 Case”). The Debtor continues to manage and operate its business as a debtor-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. An official committee of unsecured creditors has yet to be appointed in this Chapter 11 Case. Further, no trustee or examiner has been requested or appointed in this Chapter 11 Case.

4. On September 2, 2016, in connection with the first day hearings in the Chapter 11 Case, the *Statement of Background Information and Declaration of Stuart Noyes, Chief Restructuring Officer of TPP Acquisition, Inc. d/b/a The Picture People, in Support of Debtor’s Chapter 11 Petition and First-Day Motions* (the “First Day Declaration”)<sup>1</sup> was filed with the Court.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the First Day Declaration.

**Relief Requested**

5. By this Application, the Debtor requests entry of an order, substantially in the form attached hereto as **Exhibit C**, authorizing the employment and retention of Haynes and Boone as its attorneys in accordance with the terms and conditions set forth in the engagement letter between the Debtor and Haynes and Boone dated as of August 2, 2016 (the "**Engagement Letter**"), attached hereto as **Exhibit B**, effective *nunc pro tunc* to the Petition Date.

**Basis for Relief Requested**

6. The bases for the relief requested herein are Bankruptcy Code §§ 327(a), 330 and 1107(b), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Bankruptcy Local Rule 2014.

7. The Debtor seeks approval of the employment and retention of Haynes and Boone as its attorneys in this Chapter 11 Case, effective as of the Petition Date.

8. Bankruptcy Code § 327(a) provides that a debtor, subject to Court approval:  
  
[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

9. Bankruptcy Code § 101 defines "disinterested person" as a person that:

is not a creditor, an equity security holder, or an insider; [or] is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and...does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14)(A)-(C).

10. Prior to the commencement of the Chapter 11 Case, the Debtor sought services of Haynes and Boone, with respect to, among other things, advice regarding and preparation for the commencement of the Chapter 11 Case. The Debtor employed and retained Haynes and Boone as its bankruptcy attorneys in connection with the filing and, subject to the entry of an order approving the retention of Haynes and Boone, the prosecution of the Chapter 11 Case.

11. Pursuant to Bankruptcy Local Rule 2014(b), the Application has been filed within thirty (30) days of the Petition Date and is deemed contemporaneous. Accordingly, Haynes and Boone's retention should be granted *nunc pro tunc* to the Petition Date.

**A. Haynes and Boone's Qualifications and Scope of the Engagement**

12. The Debtor seeks to retain Haynes and Boone based on the Firm's extensive experience and knowledge in the field of debtors' and creditors' rights and business reorganizations under Chapter 11 of the Bankruptcy Code. Haynes and Boone has expertise, experience, and knowledge practicing before bankruptcy courts in this and other districts throughout the country. Haynes and Boone is a full-service law firm with experience and expertise in all other legal areas that may arise during the Chapter 11 Case, including corporate, regulatory, finance, labor and employment, insurance, tax, and litigation. Additionally, Haynes and Boone has significant experience representing companies in bankruptcy proceedings and restructurings. Haynes and Boone's appearance before this Court for the matters in this Chapter 11 Case will be efficient and cost effective for the Debtor's estate.

13. The contact information for Haynes and Boone is:

**Haynes and Boone, LLP  
Attn: Robert D. Albergotti  
2323 Victory Avenue, Suite 700  
Dallas, Texas 75219  
Telephone: 214.651.5000  
Email: robert.albergotti@haynesboone.com**

14. Haynes and Boone has expended significant resources working with the Debtor to prepare for this bankruptcy filing. In the process, Haynes and Boone has become familiar with the Debtor's business operations, the Debtor's financial affairs and many of the legal issues that will likely arise in the context of the Chapter 11 Case. Accordingly, the Debtor believes the retention of Haynes and Boone as its bankruptcy counsel is in the best interest of the Debtor's estate because such retention will further the efficient and economic administration of this Chapter 11 Case.

15. After due consideration and deliberation, the Debtor has concluded that its interests and the interests of its creditors and other parties-in-interest will be best served by the retention of Haynes and Boone as its bankruptcy counsel to render such legal services as are necessary and appropriate in connection with the matters set forth herein.

16. The Debtor contemplates that Haynes and Boone will render specialized legal services to the Debtor as needed throughout this case. Generally, the legal services that Haynes and Boone will render may be summarized, in part, as follows:

- a. Advising the Debtor of its rights, powers, and duties as a debtor-in-possession under the Bankruptcy Code;
- b. Performing all legal services for and on behalf of the Debtor that may be necessary or appropriate in the administration of the Chapter 11 Case and the Debtor's business;
- c. Advising the Debtor concerning, and assisting in, the negotiation and documentation of financing agreements and debt restructurings;
- d. Reviewing the nature and validity of agreements relating to the Debtor's interests in real and personal property and advising the Debtor of its corresponding rights and obligations;
- e. Advising the Debtor concerning preference, avoidance, recovery, or other actions that it may take to collect and to recover property for the benefit of the estate and its creditors, whether or not arising under Chapter 5 of the Bankruptcy Code;

- f. Preparing on behalf of the Debtor all necessary and appropriate applications, motions, pleadings, draft orders, notices, schedules, and other documents and reviewing all financial and other reports to be filed in the Chapter 11 Case;
- g. Advising the Debtor concerning, and preparing responses to, applications, motions, complaints, pleadings, notices, and other papers that may be filed and served in the Chapter 11 Case;
- h. Counseling the Debtor in connection with the formulation, negotiation, and promulgation of a plan of reorganization or liquidation and related documents;
- i. Working with and coordinating efforts among other professionals to attempt to preclude any duplication of effort among those professionals and to guide their efforts in the overall framework of Debtor's reorganization or liquidation;
- j. Working with professionals retained by other parties-in-interest in the Chapter 11 Case to attempt to structure a consensual plan of reorganization, or other resolution for Debtor; and
- k. Performing such additional legal services as may be required by the Debtor.

17. The nonexclusive services described above are essential to the Debtor's successful reorganization.

**B. Compensation**

18. Subject to this Court's approval, Haynes and Boone will seek approval of payment of compensation and reimbursement of actual, necessary expenses and other charges upon Haynes and Boone's filing of appropriate applications for the allowance of interim and final compensation and reimbursement of expenses pursuant to Bankruptcy Code §§ 330 and 331, the Bankruptcy Rules, the Bankruptcy Local Rules, and Orders of this Court. The Debtor requests that Haynes and Boone be compensated on an hourly basis and reimbursed for the actual, necessary expenses it incurs.

19. The primary attorneys and paralegal within Haynes and Boone who will represent the Debtors and their hourly rates for representing the Debtors are set forth below:

<i>Name</i>	<i>Status</i>	<i>Hourly Rate</i>
Robert D. Albergotti	Partner	\$750.00
Ian Peck	Partner	\$595.00
Jarom Yates	Associate	\$490.00
David Staab	Associate	\$315.00
Kim Morzak	Paralegal	\$250.00

From time to time, other attorneys and paralegals from Haynes and Boone may serve the Debtor in connection with the matters for which Haynes and Boone will be retained.

20. All of the rates listed above reflect discounts from Haynes and Boone's standard hourly rates. The hourly rates for the attorneys set forth above are set at a level designed to compensate Haynes and Boone fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

21. It is Haynes and Boone's policy, in all areas of practice, to charge its clients for all additional expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for working meals, computerized research, and other expenses. Haynes and Boone will charge the Debtor for these expenses in a manner and at rates consistent with charges made generally to Haynes and Boone's other clients and consistent with applicable U.S. Trustee guidelines.

22. Pursuant to Bankruptcy Rule 2016(b), Haynes and Boone has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Haynes and Boone or (b) any compensation another person or party has received or may receive. As of the

Petition Date, the Debtor does not owe Haynes and Boone any amounts for legal services rendered before the Commencement Date.

23. Haynes and Boone has been paid \$216,439.50 through the day prior to the Petition Date as compensation for services rendered and costs incurred for the one year period prior to the Petition Date (exclusive of the Retainer as defined below).

24. Prior to the Petition Date, Haynes and Boone was paid \$25,000.00 as a retainer (the "Retainer") by the Debtor for work to be performed in connection with preparing to file the Chapter 11 Case.

**C. Bankruptcy Rule 2014 Disclosures**

25. To the best of the Debtor's knowledge, information, and belief, Haynes and Boone has no connection with the Debtor's creditors, parties-in-interest, or affiliates, the U.S. Trustee, or any person employed in the Office of the United States Trustee, except as may be set forth in the Albergotti Declaration, which is filed contemporaneously with this Application. Mr. Albergotti is the Haynes and Boone partner with overall responsibility for this case.

26. To the best of the Debtor's knowledge and as disclosed herein and in the Albergotti Declaration, (a) Haynes and Boone is a "disinterested person" within the meaning of Bankruptcy Code § 101(14), as required by Bankruptcy Code § 327(a), and does not hold or represent an interest adverse to the Debtor's estate and (b) Haynes and Boone has no connection to the Debtor, its creditors, or any related parties except as may be disclosed in the Albergotti Declaration.

27. Haynes and Boone will review its files periodically during the pendency of the Chapter 11 Case to ensure that no conflicts or other disqualifying circumstances exist or arise. If Haynes and Boone discovers any new relevant facts or relationships, Haynes and Boone will use

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

28. Finally, Haynes and Boone will not initiate any specific litigation against current clients who may be creditors or parties-in-interest in this case. In circumstances where the Debtor will be adverse to another Haynes and Boone client in this case, Haynes and Boone will assist the Debtor in engaging other counsel to handle the investigation and prosecution of those claims. Additionally, an ethical wall will be established at the Firm as necessary. Therefore, the Debtor does not believe that Haynes and Boone's concurrent representation of any potential parties-in-interest on unrelated matters creates a disqualifying conflict of interest in this case.

29. For the reasons set forth above, the Debtor submits that Haynes and Boone's retention and employment is necessary and in the best interests of the Debtor and its estate.

30. Haynes and Boone's compliance with the requirements of Bankruptcy Code §§ 327, 329, 330, and 504, Bankruptcy Rules 2014 and 2016, as well as the Bankruptcy Local Rules, is set forth in detail in the Albergotti Declaration.

### **Notice**

31. Notice of this Motion has been provided to: (i) the Office of the United States Trustee; (ii) the Debtor's secured creditors; (iii) any party whose interests are directly affected by this specific pleading; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (v) counsel for and the members of any official committees appointed by this Court; (vi) the 20 largest unsecured creditors of the Debtor; and (vii) all governmental agencies having a regulatory or statutory interest in this case. No other or further notice need be provided.

WHEREFORE, the Debtor respectfully requests entry of an order authorizing retention of Haynes and Boone, LLP *nunc pro tunc* to the Petition Date pursuant to 11 U.S.C. §§ 327, 330 and 1107(b), Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rule 2014.

RESPECTFULLY SUBMITTED this 2nd day of September, 2016.

**TPP ACQUISITION, INC. d/b/a THE  
PICTURE PEOPLE**

By: /s/ Stuart Noyes  
Name: Stuart Noyes  
Title: Chief Restructuring Officer

and

**HAYNES AND BOONE, LLP**

By: /s/ Robert D. Albergotti  
Robert D. Albergotti  
State Bar No. 00969800  
Ian T. Peck  
State Bar No. 24013306  
Jarom J. Yates  
State Bar No. 24071134  
2323 Victory Avenue, Suite 700  
Dallas, TX 75219  
Telephone: 214.651.5000  
Facsimile: 214.651.5940  
Email: [robert.albergotti@haynesboone.com](mailto:robert.albergotti@haynesboone.com)  
Email: [ian.peck@haynesboone.com](mailto:ian.peck@haynesboone.com)  
Email: [jarom.yates@haynesboone.com](mailto:jarom.yates@haynesboone.com)

**PROPOSED ATTORNEYS FOR DEBTOR**

**Exhibit A**

**Albergotti Declaration**

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

In re:	§	Chapter 11
	§	
TPP ACQUISITION, INC. d/b/a The	§	Case No. 16-33437-hdh-11
Picture People,	§	
	§	
Debtor.	§	

**DECLARATION OF ROBERT D. ALBERGOTTI IN SUPPORT OF THE DEBTOR'S  
APPLICATION FOR AN ORDER UNDER 11 U.S.C. §§ 327(a), 330 AND 1107(b)  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF HAYNES AND BOONE,  
LLP AS ATTORNEYS FOR THE DEBTOR IN POSSESSION  
NUNC PRO TUNC TO THE PETITION DATE**

I, Robert D. Albergotti, being duly sworn, state the following under penalty of perjury:

1. I am a partner in the law firm of Haynes and Boone LLP ("Haynes and Boone<sup>1</sup>"), 2323 Victory Avenue, Suite 700, Dallas, Texas 75219. I am a member in good standing of the Bar of the State of Texas, and I am admitted to practice before the United States District Court for the Northern, Southern, Eastern and Western Districts of Texas and the United States Court of Appeals for the Fifth and Tenth Circuits. There are no disciplinary proceedings pending against me.

2. I submit this declaration in support of the *Debtors' Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtor in Possession Nunc Pro Tunc to the Petition Date* (the "Application") of the above-captioned debtor and debtor in possession (collectively, the "Debtor") for an order pursuant to Sections 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

Bankruptcy Procedure (the “Bankruptcy Rules”), and Bankruptcy Local Rule 2014. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. Haynes and Boone is a Texas limited liability partnership comprised of duly licensed attorneys qualified to practice before this Court. Haynes and Boone is a full-service law firm with experience and expertise in all facets of legal practice, including bankruptcy, insolvency, corporate reorganization, and debtor-creditor law. Haynes and Boone is well qualified to act as counsel for the Debtor in this Chapter 11 Case.

4. Haynes and Boone was engaged by the Debtor to provide assistance concerning preparation for filing this Chapter 11 Case. Haynes and Boone has expended significant resources working with the Debtor to prepare for this bankruptcy filing. In the process, Haynes and Boone has become familiar with the Debtor’s business operations, the Debtor’s financial affairs and many of the legal issues that will likely arise in the context of the Chapter 11 Case. If the Debtor is forced to retain counsel other than Haynes and Boone, the Debtor’s estate would incur additional expenses and delays associated with familiarizing new counsel with the intricacies of the Debtor’s financial affairs and business operations.

**Connections.**

5. To the best of my knowledge and belief, Haynes and Boone has not represented the Debtor’s creditors, equity security holders, or any other parties-in-interest, or the U.S. Trustee in any matters relating to the Debtor or its estate. Therefore, to the best of my knowledge and belief, Haynes and Boone is a “disinterested person” as that term is defined in Bankruptcy Code § 101(14) in that Haynes and Boone, and except as disclosed herein, its partners, counsel and associates:

- a. Are not creditors, equity security holders, or insiders of the Debtor;

- b. Are not and were not, within two (2) years before the date of the Petition Date, a director, officer, or employee of the Debtor; and
- c. Do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

6. Haynes and Boone and certain of its partners, counsel, and associates may have in the past, may presently, and/or may in the future represent creditors and other parties-in-interest of the Debtor in matters unrelated to this case.

**Search and Disclosure Procedures.**

7. Haynes and Boone maintains a conflicts database management system (the “System”), which is designed to reveal the potential for conflicts of interest and other connections to existing and former clients. In addition, Haynes and Boone employs a conflicts analysis staff under the supervision of our Director of Conflicts, attorney Richard Clark. We have utilized the System to search for potential conflicts of interest and other connections to existing and former clients and other potential parties-in-interest in this case whom Haynes and Boone has represented going back twenty-four (24) months. In conducting such search, Haynes and Boone received information from the Debtor listing its landlords, primary vendors and parties in interest of the Debtor whether or not such party actually held a claim against the Debtor. The results of such search were reviewed by Richard Clark and his team, and by myself or attorneys at my direction. I, or Haynes and Boone attorneys at my direction, have contacted various Haynes and Boone attorneys shown on the System report as having previously submitted relevant connections information to the System. From such attorneys and these databases, we have obtained information and guidance with regard to the particular connections reflected.

8. The list of potential parties-in-interest that we processed through the System for our representation in this case is set forth on the attached **Schedule 1**. We searched for connections regarding the following: (a) the Debtor; (b) the Debtor's current and certain former officers and directors; (c) landlords; (d) counterparties to contracts, credit agreements and leases; (e) secured creditors; (f) professionals; and (g) vendors.

9. The System holds no information that would suggest that Haynes and Boone is now, or has ever been, adverse to the Debtor, or that the Firm has ever represented any parties-in-interest in matters related to this case or to the Debtor.

10. Other than as set forth below, and to the best of my knowledge, information and belief: (i) Haynes and Boone has no connection with the Debtor's creditors, potential parties-in-interest or affiliates; (ii) Haynes and Boone does not represent or hold any interest adverse to the Debtor, its estate, creditors, equity security holders, or affiliates in the matters upon which Haynes and Boone is to be engaged; and (iii) Haynes and Boone is a "disinterested person" within the meaning of Bankruptcy Code § 101(14), as modified by Bankruptcy Code § 1107(b), and as required by Bankruptcy Code § 327(a).

**Current or Prior Representations of Potential Parties-in-Interest.**

11. As expected, while the results of these searches revealed no conflict of interest with regard to Haynes and Boone's anticipated representation of the Debtor, certain connections to potential parties-in-interest, in matters wholly unrelated to this case, were revealed.<sup>2</sup> Out of an abundance of caution and in the interest of full candor to the Court, those connections are disclosed in **Schedule 2** (Creditors and Other Parties in Interest).

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<sup>2</sup> Haynes and Boone will periodically update its conflicts review respecting Parties-in-Interest, and will file supplements to this Declaration as necessary and appropriate.

12. Each of the connections set forth in Schedule 2 and elsewhere herein do not constitute a disqualifying conflict of interest. Haynes and Boone has agreed not to initiate any specific litigation against current clients who are creditors or parties-in-interest in this case. In circumstances where the Debtor will be adverse to another Haynes and Boone client in this case, Haynes and Boone will assist the Debtor in engaging conflicts counsel to handle the investigation and prosecution of those claims. At this time, no such adversity is anticipated. Additionally, as necessary, an ethical wall will be established at the Firm. Therefore, Haynes and Boone does not believe that its concurrent representation of the above potential parties-in-interest on unrelated matters creates a disqualifying conflict of interest in this case.

13. Insofar as other connections with parties-in-interest are concerned, it is possible that one or more attorneys or staff members of Haynes and Boone may have personal or social connections with certain parties-in-interest. Haynes and Boone, however, submits that individual affiliations with parties-in-interest will not in any way affect the services that Haynes and Boone proposes to provide to the Debtor.

14. Haynes and Boone submits that the connections described above do not create a conflict in its representation of the Debtor.

15. The disclosures identified above are based upon all information reasonably available to Haynes and Boone at the time of submission of the Application to the Bankruptcy Court for approval. Haynes and Boone will, to the extent necessary, supplement this Declaration as may be required by the Bankruptcy Code and Rules if and when any other relationships exist or are modified such that further disclosure is required. Haynes and Boone will implement appropriate internal procedures to protect the interests of the Debtor in connection with the representations and relationships set forth above.

**Compensation Matters.**

16. Haynes and Boone has been paid \$216,439.50 through the day prior to the Petition Date as compensation for services rendered and costs incurred for the one year period prior to the Petition Date.

17. Additionally, prior to the Petition Date, Haynes and Boone was paid \$25,000.00 as a retainer (the "Retainer") by the Debtor for work to be performed in connection with preparing to file the Chapter 11 Case. As of the Petition Date, Haynes and Boone was not owed any amounts for services performed for the Debtor or expenses incurred in connection therewith prior to the Petition Date.

18. Haynes and Boone will follow the procedures of this Court and the Bankruptcy Code and apply, pursuant to Bankruptcy Code § 330, for compensation for professional services rendered on behalf of the Debtor in connection with the Chapter 11 Case, subject to approval of this Court, in compliance with any orders of the Court pertaining to the compensation of professionals, and in compliance with applicable provisions of the Bankruptcy Code, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges.

19. The primary attorneys and paralegal within Haynes and Boone who will represent the Debtor and their hourly rates for representing the Debtor are set forth below:

<i>Name</i>	<i>Status</i>	<i>Hourly Rate</i>
Robert D. Albergotti	Partner	\$750.00
Ian Peck	Partner	\$595.00
Jarom Yates	Associate	\$490.00
David Staab	Associate	\$315.00
Kim Morzak	Paralegal	\$250.00

20. All of the rates listed above reflect discounts from Haynes and Boone's standard hourly rates. The hourly rates for the attorneys set forth above are set at a level designed to

compensate Haynes and Boone fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

21. Consistent with historical firm practice, the hourly rates set forth above are subject to adjustments on January 1st of each year to reflect economic and other conditions (subject to client approval and Court approval, if necessary). From time to time, other attorneys and paralegals from Haynes and Boone may serve the Debtor in connection with the matters for which Haynes and Boone will be retained.

22. It is Haynes and Boone's policy, in all areas of practice, to charge its clients for certain expenses incurred in connection with the client's case. For purposes of this case, expenses charged will include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for working meals, computerized research, and other reasonable expenses that may be necessary subject to the Court's allowance of such expenses. Haynes and Boone will charge the Debtor for these expenses in a manner and at rates consistent with charges made generally to Haynes and Boone's other clients and consistent with applicable U.S. Trustee guidelines.

23. No promises have been received by Haynes and Boone, nor any partner, counsel, or associate thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. Except as permitted under Bankruptcy Code § 504(b)(1), Haynes and Boone has no agreement with any other entity to share with such entity any compensation received by Haynes and Boone in connection with the Chapter 11 Case, nor will any be made.

**Conclusion.**

24. In view of the foregoing, I believe that Haynes and Boone (i) does not hold or represent an interest adverse to the estate, and (ii) is a “disinterested person” as that term is defined in Bankruptcy Code § 101(14). The Firm recognizes its continuing responsibility to be aware of, and to further disclose, any relationship or connection between it and other parties-in-interest to the Debtor’s bankruptcy estate and the Chapter 11 Case as they appear or become recognized during the Chapter 11 Case. Accordingly, the Firm reserves the right to supplement this disclosure if necessary as more information becomes available to the Firm. The foregoing constitutes my statement and that of Haynes and Boone pursuant to Bankruptcy Code §§ 327 and 329 and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure.

I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: September 2, 2016

Respectfully submitted,

/s/ Robert D. Albergotti

Robert D. Albergotti  
Partner, Haynes and Boone, LLP

## **SCHEDULE 1**

### **Parties in Interest**

#### **In re: TPP Acquisition, Inc. d/b/a The Picture People**

Debtor:

TPP Acquisition, Inc. d/b/a The Picture People

Parent Corporation:

TPP Holdings, LLC

Secured Creditors:

Monroe Capital Management Advisors LLC

Landlords:

General Growth Properties, Inc.

CBL & Associates

Simon Property Group

Westfield Corp.

Preit

Cafaro Company

Starwood

Macerich Co.

Forest City

JLL

Centennial Real Estate

Taubman Centers, Inc.

Pyramid Management Group, Inc.

DDR Corp

Urban Retail Properties

Bohannon Development

MG Herring

Long Pehrson Associates, LLC

Lerner Corporation

Kravco

Stoltz Management

WP Glimcher

Steadfast Properties

Alberta Development Partners

Edgewood Properties

DBO Development  
Conroy Millenia Partners  
Street Mac  
Metro National

Officers & Directors:

Ian Gomar  
Keith Spencer  
Paul Traub  
John Kolleng

Proposed Counsel:

Haynes and Boone, LLP

Proposed Claims & Noticing Agent:

Kurtzman Carson Consultants LLC

Proposed Chief Restructuring Officer

Winter Harbor LLC  
Stuart Noyes

Proposed Investment Banker

SSG Advisors, LLC

Counsel for Monroe Capital:

Riemer & Braunstein, LLP

Top Unsecured Creditors:

Fed-Ex  
American Express  
Accordant Media, LLC  
DFM Print Pak LLC  
Identity Management  
WB Mason Company  
Federal Express  
AAA Imaging Solutions  
Noritsu America Corporation  
Granite Telecommunications  
RNOT, LLC

Google, Inc.  
Denny Mfg. Company, Inc.  
Brodnax Printing Company LLC  
Imaging Spectrum, Inc.  
XO Group Inc.  
Nahan Printing Inc.  
EarthLink Business  
Lake Group Media, Inc.  
Buy Buy Baby  
Leiden Cabinet Company  
RSM Maintenance LLC  
Gemline Frame Co Inc.  
Enchante  
Distillery, Inc.  
Meritain Health  
Muzak, LLC  
Datalink Corporation  
Entertainment Publications, LLC  
Criteo Corp.  
Quantcast Corporation

Other Parties in Interest:

Sears  
Wal-Mart

**Schedule 2**

<b>Name of Entity Searched</b>	<b>Name of Entity and/or Affiliate of Entity that is a current or former Haynes and Boone Client</b>	<b>Status</b>
Buy Buy Baby	Bed Bath & Beyond, Inc.	Buy Buy Baby is owned by Bed Bath and Beyond. The firm currently represents Bed Bath and Beyond in matters unrelated to the Debtor or the Chapter 11 Case.
Google, Inc.	Google	The firm currently represents Google in matters unrelated to the Debtor or the Chapter 11 Case.
JLL	Jones Lang LaSalle	The firm currently represents Jones Lang LaSalle in matters unrelated to the Debtor or the Chapter 11 Case.
MG Herring	The MGHerring Property Group LLC	The firm currently represents MGHerring Property Group LLC in matters unrelated to the Debtor or this Chapter 11 Case.
SSG Advisors, LLC	SSG Advisors, LLC	The firm currently represents SSG Advisors, LLC in matters unrelated to the Debtor or the Chapter 11 Case.
Taubman Centers, Inc.	The Taubman Company	The firm currently represents The Taubman Company in matters unrelated to the Debtor or the Chapter 11 Case.
Paul Traub	Consilium Advisors, LLC	The firm currently represents Consilium Advisors, LLC an entity of which Paul Traub is the managing member, in matters unrelated to the Debtor or the Chapter 11 Case.

**Exhibit B**

**Engagement Letter**



August 2, 2016

PRIVILEGED AND CONFIDENTIAL

Via email ([snoyes@winterharborco.com](mailto:snoyes@winterharborco.com))

Mr. Stuart Noyes, Chief Restructuring Officer  
TPP Acquisition, Inc., d/b/a The Picture People  
c/o Winter Harbor, LLC  
265 Franklin Street, 10th Floor  
Boston, MA 02110

Re: Engagement of Haynes and Boone, LLP to represent TPP Acquisition, Inc., d/b/a  
The Picture People

Dear Mr. Noyes:

This letter confirms that you have asked Haynes and Boone, LLP (the “Firm”) and the Firm has agreed to act as legal counsel to TPP Acquisition, Inc., d/b/a The Picture People (“Picture People”) in connection with a workout and potential Chapter 11 proceeding. This letter confirms the terms on which the Firm will undertake to represent Picture People in connection with such workout and potential Chapter 11 proceeding (the “Subject Matter”).

**1. Client Relationship**

The Firm is being retained by Picture People solely in connection with the Subject Matter, and our representation pursuant to this letter does not include the representation of any other person or entity.

**2. Staffing**

I will be the primary contact at the Firm for Picture People’s representation and my colleague, Ian Peck will also work closely with Picture People’s team. I will lead this engagement for the Firm and direct the activities of other Firm lawyers in coordination with Picture People. We will use other Firm lawyers and paralegals to work on this engagement as we believe appropriate under the circumstances. We may delegate work to lawyers or support

**Haynes and Boone, LLP**  
**Attorneys and Counselors**  
2323 Victory Avenue, Suite 700  
Dallas, Texas 75219-7672  
Phone: 214.651.5000  
Fax: 214.651.5940



personnel with special experience in a given area or whom we otherwise believe will enable us to provide services on an efficient, timely and cost-effective basis. Regardless of who is working on a particular component of the engagement, I will always be available to discuss any aspect of our representation with

### **3. Fee Arrangements**

Picture People has agreed to be responsible for payment for the professional services that we render pursuant to the terms of this engagement letter and to reimburse us for the costs and expenses that we incur or pay on Picture People's behalf and charge to Picture People's account. Payment of our fees and costs is not contingent on the ultimate outcome of this engagement.

It is our normal practice to charge our clients for services rendered on the basis of the total hours worked and our hourly rates and Picture People has agreed to pay us on that basis. Our attorneys include partners, associates, and special attorneys consisting of foreign attorneys, of counsel and other senior and staff level attorneys. My hourly rate for this engagement is \$750 and Ian's hourly rate is \$595, both of which reflect a further reduction from the rates specified in the draft I sent to you on July 31. Associates' rates range from \$325 to \$580 per hour, and paraprofessional and staff rates range from \$150 to \$370. Besides Ian and myself, the primary professionals working on this engagement will be associates Jarom Yates billing at \$490 and David Staab billing at \$315, and paralegal Kim Morzak billing at \$250, all of which reflect discounts from the standard hourly rates.

You have advised that Monroe Capital is Picture People's secured lender and that it has a first priority lien against virtually all of the Company's assets. The Firm's commitment to this engagement is expressly conditioned on an agreement with Monroe Capital for an appropriate pre-bankruptcy retainer and a carve-out from its collateral for payment of our Firm's professional fees and expenses.

As an initial retainer we would ask that Picture People provide us with an initial retainer deposit of \$25,000. Given the anticipated timing and pace of work to be done, we will bill Picture People weekly up until the date of the bankruptcy filing. Picture People agrees to pay our weekly invoices upon receipt, but in no event later than the close of business on the Wednesday of each succeeding week.

We will discuss an appropriate pre-bankruptcy filing retainer and the deposit of such agreed retainer as a condition of the Firm's commitment to undertake representation of Picture People in any bankruptcy proceeding.



**4. Costs and Expenses**

Our invoices also will include charges for services and expenses customarily invoiced by law firms, in addition to fees for legal services performed in connection with the Subject Matter. These may include travel expenses, including mileage, parking, airfare, lodging, meals and ground transportation. Further, our invoices may include charges for items and services such as computerized legal research, long distance telephone, copying, document or image productions and other non-overhead expenses incurred for Picture People's benefit. Except for specialized word processing services, we normally do not make a separate charge for secretaries' work unless there is a situation that requires overtime work.

The fees and services of third parties incurred in connection with our representation of Picture People, such as printers, experts, messenger and delivery services, process servers, court reporters, witness fees, and filing services, also will be charged to Picture People. For any substantial expenses, Picture People agrees that it will pay the fees and expenses directly, and authorize us to make arrangements to have such third parties bill Picture People directly. Our Firm will pay more minor expenses and bill Picture People for those out-of-pocket expenditures made on its behalf.

**5. Conflicts**

We have run a search of our Firm's client data-base against Monroe Capital and several of the largest landlords. We do not represent any person in any matter against Picture People. Based upon our conflicts search, we do not believe that the Firm represents any other person that would create a conflict with the Firm's representation of Picture People in the Subject Matter.

**6. Advance and General Waiver/Consent to Conflicts Respecting Unrelated Matters**

Haynes and Boone, LLP is a large firm, with offices and professionals in many cities. The Firm's practice is broadly based and covers several areas of both domestic and international law. The very size of the firm has created situations where work for one client in an area has precluded lawyers in the Firm from pursuing other matters, whether related or unrelated to the first matter.

In order to avoid the potential for this kind of restriction on our practice, we request a waiver and advance agreement that the Firm will not be disqualified from representing interests that may become adverse to Picture People in regard to matters that are not substantially related to the Subject Matter.

This waiver is not intended to, and would not, permit the Firm to represent interests directly adverse to Picture People in matters that are substantially related to the work



done for Picture People. Nor is it intended that there be, and there would not be, any waiver of Picture People's right not to have confidences or secrets that Picture People transmits to the Firm disclosed to any third party or used against Picture People. We would, of course, hold such information that Picture People provides to us in strict confidence.

Accordingly, Picture People agrees that it will not object to the Firm's representation of other clients on the basis of Picture People's retention of the Firm, and Picture People consents to and waives any objection to the Firm's representation of other clients, unless the other representation would involve the Firm representing an interest directly adverse to Picture People on a matter substantially related to the Subject Matter.

Further, the nature of the Firm's practice is such that the Firm may from time to time represent one client in a matter while also representing that client's adversary in another unrelated matter. Such concurrent representation is undertaken only if it is the Firm's professional judgment that the Firm can do so impartially and without any adverse effect on our responsibilities to either client. Accordingly, Picture People also agrees that it does not consider any such concurrent representation, in unrelated matters, to be inappropriate and it consents to any such present or future concurrent representations.

## **7. Discharge and Withdrawal**

Picture People will have the right at any time to terminate the Firm's representation of it by delivering written notice of termination to us. The Firm will have the right to withdraw from its representation of Picture People at any time with Picture People's consent, or for good cause without Picture People's consent. For example, if Picture People does not honor the terms of this letter, or if Picture People fails or refuses to cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing representation of Picture People ineffective, unlawful or unethical, then we will have good cause to withdraw.

If Picture People discharges us or we elect to withdraw, then Picture People will take all steps necessary to free us of any obligation to perform, including by executing any documents necessary to complete the termination of the representation, and we will take all steps that, in our view, are reasonably practicable to protect Picture People's interests. If a discharge or withdrawal occurs, then Picture People will pay us for all costs and expenses paid or incurred by us on its behalf, and Picture People will pay us a reasonable fee for the professional services that we have rendered to it to the date of termination, or in connection with an orderly transition, and for which we previously have not been paid.

Unless previously terminated, our representation of Picture People with respect to any matters for which we have been engaged will terminate when we send Picture People our final statement for services rendered. In the course of our representation of Picture People,



we likely will come into possession of copies or originals of documents or other materials belonging to Picture People or others (collectively, “materials”). When the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to Picture People, retain them in our storage facilities, or to dispose of the materials. Absent any other arrangements made with Picture People, on the expiration of five years after a matter file has been closed, all materials in the file may be destroyed. We may retain our own files, including lawyer work product, pertaining to the representation.

**9. Entire Agreement**

This letter constitutes the entire agreement between Picture People and the Firm regarding Picture People’s engagement of the Firm to represent it with respect to the Subject Matter, and is subject to no oral agreements or understandings. No obligation or undertaking that is not set forth expressly in this letter shall be implied on the part of either Picture People or the Firm.

**10. Conclusion**

We are pleased to have this opportunity to represent Picture People. If you have any questions about any aspect of our engagement or our invoices at any time, please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for Picture People. We are open to discussing all of these matters, including the amount of our invoices, and we encourage Picture People to be frank about them.

If this letter correctly reflects Picture People’s understanding of the scope, terms, and conditions of our representation, please indicate such acceptance by executing the enclosed copy of this letter in the space provided below and return it to the attention of the undersigned at our office address set forth on the first page of this letter.

Very truly yours,

HAYNES AND BOONE, LLP

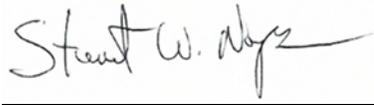
A handwritten signature in blue ink that reads "Robert D. Albergotti".

By: \_\_\_\_\_  
Robert D. Albergotti

*haynesboone*

The foregoing is approved and agreed to:

**TPP Acquisition, Inc., d/b/a The Picture People**

By:   
\_\_\_\_\_ Stuart Noyes, Chief Restructuring Officer

Date: 8/03/2016

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**Exhibit C**

**Proposed Order**

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

In re:	§	Chapter 11
	§	
TPP ACQUISITION, INC. d/b/a The	§	Case No. 16-33437-hdh-11
Picture People,	§	
	§	
Debtor.	§	

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF HAYNES  
AND BOONE, LLP AS ATTORNEYS FOR THE DEBTOR IN POSSESSION  
NUNC PRO TUNC TO THE PETITION DATE  
[Docket No. \_\_\_\_]**

This Court has considered the *Debtor's Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtor in Possession Nunc Pro Tunc to the Petition Date* (the "Application") filed by the above-captioned debtor (the "Debtor"). The Court finds that (i) it

has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Application is in the best interests of the Debtor, its estate and creditors; (iv) proper and adequate notice of the Application and the hearing thereon has been given and that no other or further notice is necessary; (v) Haynes and Boone, LLP (“Haynes and Boone”) (a) holds no interest adverse to the Debtor or its estate in the matters upon which it has sought to be engaged; (b) is a disinterested person as that term is defined pursuant to 11 U.S.C. § 101(14) and as required by 11 U.S.C. § 327; and (c) has disclosed any connections with parties and the source of the Retainer paid to Haynes and Boone as required by Bankruptcy Rule 2014; (vi) none of the representations or engagements set out in the *Declaration of Robert D. Albergotti in Support of the Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtor in Possession Nunc Pro Tunc to the Petition Date* constitute a conflict-of-interest or impair the disinterestedness of Haynes and Boone or otherwise preclude the Debtor’s retention of Haynes and Boone in this case; and (vii) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.
3. Pursuant to Bankruptcy Code §§ 327 and 1107(b), the Debtor is hereby authorized to retain Haynes and Boone as its counsel in this Chapter 11 Case *nunc pro tunc* to the Petition Date, in accordance with (and on the terms described in) the Application, the

Engagement Letter, and this Order, and Haynes and Boone is authorized to perform the services described therein.

4. The requirements of Bankruptcy Code § 329 have been satisfied.

5. Haynes and Boone shall apply any retainer remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application, and promptly pay to the Debtor's estate any retainer remaining after such application.

6. Compensation will be awarded upon application and a hearing consistent with the requirements of Bankruptcy Code §§ 330 and 331 and any further orders entered by this Court.

7. Haynes and Boone shall be compensated upon appropriate application in accordance with Bankruptcy Code §§ 330 and 331, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable procedures and orders of this Court.

8. If any supplemental declarations or affidavits are filed and served after the entry of this Order, absent any objections filed within twenty (20) days after the filing and service of such supplemental declarations or affidavits, Haynes and Boone's employment shall continue as authorized pursuant to this Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

### END OF ORDER ###

**Submitted by:**

Robert D. Albergotti  
State Bar No. 00969800

Ian T. Peck  
State Bar No. 24013306

Jarom J. Yates  
State Bar No. 24071134

**HAYNES AND BOONE, LLP**

2323 Victory Avenue, Suite 700  
Dallas, TX 75219

Telephone: 214.651.5000

Facsimile: 214.651.5940

Email: [robert.albergotti@haynesboone.com](mailto:robert.albergotti@haynesboone.com)

Email: [ian.peck@haynesboone.com](mailto:ian.peck@haynesboone.com)

Email: [jarom.yates@haynesboone.com](mailto:jarom.yates@haynesboone.com)

**PROPOSED ATTORNEYS FOR DEBTOR**