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*Proposed Counsel for the Debtors and
Debtors in Possession*

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

In re:)	Chapter 11
)	
OMNICARE, LLC, <i>et al.</i> , ¹)	Case No. 25-80486 (SWE)
)	
Debtors.)	(Joint Administration Requested)
)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING THE PAYMENT OF CERTAIN PREPETITION CLAIMS
OF CRITICAL VENDORS AND 503(B)(9) CLAIMANTS; AND
(II) GRANTING RELATED RELIEF**

¹ The last four digits of Omnicare, LLC's federal tax identification number are 1351. There are 111 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Omnicare>. The location of Omnicare, LLC's corporate headquarters and the Debtors' service address is One CVS Drive, Mail Code 1160, Woonsocket, RI 02895.

Emergency relief has been requested. Relief is requested not later than 9:30 a.m. prevailing Central Time on September 24, 2025.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on September 24, 2025, at 9:30 a.m. (CT) before the Honorable Scott W. Everett, U.S. Bankruptcy Judge for the Northern District of Texas. Participation at the hearing will only be permitted by an audio and video connection.

Audio connection will be by use of the Court's dial-in facility. You may access the facility at 1-650-479-3207. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Everett's home page. The meeting code is 2304 017 9738. Click the settings icon in the upper right corner and enter your name under the personal information setting. A copy of Judge Everett's WebEx Hearing Instructions can be found at the following link: [WebEx Hearing Instructions](#).

Hearing appearances must be made electronically in advance of electronic hearings. To make your appearance, click the "Electronic Appearance" link on Judge Everett's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

Omnicare, LLC ("**Omnicare**") and certain of its affiliates (collectively, the "**Debtors**") respectfully represent as follows in support of this motion (the "**Motion**"):

Relief Requested

1. The Debtors file this Motion for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the "**Interim Order**" and the "**Final Order**," and together, the "**Proposed Orders**") (a) authorizing, but not directing, the Debtors to pay in the ordinary course of business and consistent with customary past practice, based on their sound business judgment, certain prepetition claims of or in respect of (i) vendors whose goods and services are necessary to provide essential healthcare services, maintain the safety of their medical facilities or are otherwise essential to the Debtors' operations (the "**Critical Vendors**," and such claims, the "**Critical Vendor Claims**"); and (ii) deliveries of goods to the

Debtors during the twenty-day period prior to the Petition Date that are entitled to administrative expense priority under section 503(b)(9) of the Bankruptcy Code (the “**Section 503(b)(9) Claims**”); and (b) granting certain related relief, including scheduling a final hearing to consider approval of the Motion on a final basis.

2. In support of this Motion, the Debtors submit the *Declaration of Matthew Frank in Support of Chapter 11 Petitions and First Day Motions* (the “**First Day Declaration**”), which is filed contemporaneously herewith and is incorporated by reference herein.

Jurisdiction and Statutory Bases for Relief

3. The United States District Court for the Northern District of Texas (the “**District Court**”) has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. The District Court’s jurisdiction has been referred to this Court pursuant to 28 U.S.C. § 157 and the District Court’s Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984. This is a core matter pursuant to 28 U.S.C. § 157(b)(2)(A) and (O), which may be heard and finally determined by this Court. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 363(b), 363(c)(1), 503(b), 1107(a), and 1108 of title 11 of the United States Code; 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”); rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); the Local Bankruptcy Rules for the Northern District of Texas; and the *Procedures for Complex Cases in the Northern District of Texas*.

5. The Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent

of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

Background

6. On September 22, 2025 (the “**Petition Date**”), the Debtors commenced these cases (the “**Chapter 11 Cases**”) by each filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

7. The Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. The Debtors operate a network of pharmacies throughout the United States that provide on-site medication and pharmaceutical services to patients residing in more than 4,000 long-term care facilities (“**LTCFs**”) including skilled nursing facilities, assisted-living communities, independent-living communities and institutional facilities. The Debtors’ industry leading footprint includes 101 pharmacies (the “**Pharmacies**”) operating in 44 states and servicing LTCFs in 46 states. Through its Pharmacies, the Debtors dispense approximately 40 million prescriptions to over 800,000 patients each year. The majority of these patients reside in LTCFs, which offer a range of services tailored to varying medical needs. The Debtors work closely with their health care facility clients to provide customized, comprehensive, cost-effective medication management. In addition to dispensing prescriptions, The Debtors provide clinical consulting, infusion therapy, compounding services, automated prepackaging, and proprietary decision-support software to enhance safety and compliance.

9. On or about August 18, 2015, CVS Pharmacy, Inc. (“**CVS Pharmacy**”), a wholly owned subsidiary of CVS Health Corporation (“**CVS Health**”), acquired Omnicare. CVS Health is a holding company and has no employees or direct operations. Since that time, the Debtors have

continued to operate as a separate business but have been able to take advantage of shared services and certain disbursing and purchasing arrangements provided by CVS Pharmacy and other direct or indirect subsidiaries of CVS Health, other than the Debtors (collectively, “CVS,” which, for the avoidance of doubt, does not include CVS Health itself).

10. Additional information in support of this Motion and regarding the Debtors’ business, assets, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

The Critical Vendors

11. To operate their business, the Debtors rely on Critical Vendors to provide essential supplies and services, such as:

- Medical devices and equipment and lab automation equipment;
- Infusion therapy / IV services;
- Specialized services related to the management of vascular access devices;
- Labeling, packaging, and logistics for prescription inventory;
- Specialized software and information technology solutions;
- Nursing and other healthcare staffing providers;
- Nursing education and training services;
- Revenue cycle and billing support services; and
- Document storage and retention necessary for regulatory compliance.

12. To balance the need to limit the expenditure of estate resources with the need to ensure that these Chapter 11 Cases are administered without disruption, the Debtors have evaluated their vendor relationships and supply chain, consulted their operations managers, reviewed their contracts and supply agreements, and analyzed applicable law, regulations, and historical practices

to identify the Critical Vendors that supply the products and services most vital to the Debtors' operations. To that end, the Debtors have identified and designated Critical Vendors pursuant to the following criteria:

- the impact of non-payment on patient care;
- whether certain specifications or contract requirements prevent, directly or indirectly, the Debtors from obtaining goods and services from alternative sources;
- whether a particular vendor is a "sole source" supplier or service provider;
- whether the services provided by the vendor are so vital, or the vendor's operations are so commingled with the Debtors' business, that even the briefest disruption would cause significant harm to the Debtors' operations;
- whether the Debtors would be unable to obtain comparable products or services from alternative sources on a cost-effective basis within a reasonable timeframe;
- whether alternative vendors are available that can provide the requisite volumes of similar goods or services on equal (or better) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;
- whether a vendor meeting the foregoing criteria is able or likely to refuse to continue providing essential products or services to the Debtors if their prepetition balances are not paid; and
- whether the business relationship between the Debtors and the supplier is governed by a contract.

13. The Debtors only intend to make payments contemplated herein to the extent that the Debtors believe the Critical Vendors' failure to continue providing supplies and services to the Debtors would significantly harm the Debtors' business. Accordingly, the Debtors seek authority, but not direction, to pay up to \$1,700,000 on account of prepetition Critical Vendor Claims solely to the extent that the Debtors determine in an exercise of their reasonable business judgment that

such payments are needed to ensure that a particular vendor continues to provide goods and services to the Debtors that are critical to the Debtors' postpetition operations.

Section 503(b)(9) Claims

14. Some of the Debtors' vendors may hold Section 503(b)(9) Claims on account of goods received by the Debtors within the twenty-day period immediately preceding the Petition Date. The Debtors generally obtain goods and supplies from holders of Section 503(b)(9) Claims on an order-by-order basis. These inventory vendors typically invoice the Debtors upon delivery of goods, and the Debtors' general practice is to pay these vendors within fourteen days of receiving an invoice.

15. A vendor's refusal to fulfill new orders without payment of its Section 503(b)(9) Claims would negatively affect the Debtors' businesses and ability to satisfy customer demand. Moreover, absent payment in full of all Section 503(b)(9) Claims, the Debtors will be unable to confirm a plan in these Chapter 11 Cases. The Debtors believe that, as of the Petition Date, approximately \$1,200,000 may be owed on account of Section 503(b)(9) Claims.

Basis for Relief

A. The Payment of Critical Vendor Claims Is Warranted Under the Bankruptcy Code.

16. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) ("Cases cited by Debtors that refer to necessity of payment to preserve going concern value imply such a rule, and this Court is prepared to apply the Doctrine of Necessity to authorize payment of prepetition claims in appropriate cases."); *see also In re Scotia Dev., LLC*, No. 07-20027, 2007

WL 2788840, at *2 (Bankr. S.D. Tex. Sep. 21, 2007) (outlining the factors for when a critical vendor payment is necessary); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (“The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.”). In doing so, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), 1107(a), and 1108 of the Bankruptcy Code support the payment of prepetition claims as provided herein.

17. Section 363(b) of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under section 363(b) of the Bankruptcy Code, courts require only that a debtor demonstrate “some articulated business justification for using, selling, or leasing property outside the ordinary course of business.” *In re ASARCO, L.L.C.*, 650 F.3d 593, 601 (5th Cir. 2011) (quotation omitted). Moreover, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”); *see also Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides “broad flexibility” to authorize a debtor to honor prepetition claims where supported by an appropriate business justification).

18. Pursuant to section 105(a) of the Bankruptcy Code, “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a); *In re CoServ, L.L.C.*, 273 B.R. at 497 (“These are simply examples of claims that may require satisfaction for the debtor in possession to perform its

fiduciary obligations. In such instances, it is only logical that the bankruptcy court be able to use Section 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”); *In re CEI Roofing, Inc.*, 315 B.R. 50, 56 (Bankr. N.D. Tex. 2004) (citing *In re Mirant Corp.*, 296 B.R. 427 (Bankr. N.D. Tex. 2003)).

19. Further, under sections 1107(a) and 1108 of the Bankruptcy Code, a debtor-in-possession is given the same rights and powers as a trustee appointed in a bankruptcy case, including the “implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. at 497). Some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *In re CoServ, L.L.C.*, 273 B.R. at 497. The *CoServ* court specifically noted that the preplan satisfaction of prepetition claims would be a valid exercise of the debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate,” and also when the payment was to “sole suppliers of a given product.” *Id.* Courts in this District follow the *CoServ* court’s three-part test to determine whether a prepetition claim of a “critical vendor” may be paid outside of the plan process on a post-petition basis. *In re Coserv*, 273 B.R. at 498 (explaining the doctrine of necessity has a three element test, including whether (i) it is critical the debtor deals with the claimant, (ii) unless it deals with the claimant, the debtor risks the probability of harm or loss of economic advantage, and (iii) there is no practical or legal alternative for the debtor to deal with the claimant); *In re Mirant Corp.*, 296 B.R. at 429 (affirming the *Coserv* test).

20. No provision of the Bankruptcy Code expressly prohibits the postpetition payment of Critical Vendors. The above-referenced sections of the Bankruptcy Code authorize such

payments when the payments are critical to preserving the going-concern value of a debtor's estate, as is the case here. Importantly, the circumstances described herein satisfy the requirements of the necessity doctrine as outlined by the *Coserv* court.

21. The relief requested herein is in the best interest of the Debtors' estates, creditors, and other parties in interest. Delaying payment of the Critical Vendor Claims would risk severe disruption to the Debtors' operations, potentially jeopardizing the ability of the Debtors to successfully restructure.

22. With respect to the first *Coserv* element, the Debtors deal directly with the Critical Vendors because they provide the Debtors with goods and services necessary to run their business, as described above. It is critical that the Debtors deal with the Critical Vendors because the Debtors cannot easily or inexpensively replace these vendors, if at all. Moreover, in many cases, including where a Critical Vendor may itself be facing financial hardship or where a Critical Vendor may be able to easily transition their business to competitors of the Debtors, the Debtors' failure to pay Critical Vendor Claims may result in Critical Vendors halting work for, or delaying deliveries to, the Debtors, which may severely disrupt the Debtors' business. With respect to the second *Coserv* element, as explained below, payment of the Critical Vendor Claims on the terms described herein is essential to the continued operation of the Debtors' business. With respect the third *Coserv* element, any disruption to services due to the inability or time required to find a replacement vendor or any risk to safety would affect the Debtors' ability to attract and maintain customers; there is no practical or legal alternative outside of paying the Critical Vendor Claims.

23. The resulting harm to the Debtors' estates far outweighs the cost associated with paying the Critical Vendor Claims on the terms set forth herein. Any disruption to the Debtors' relationship with the Critical Vendors risks disruption of customer care and irreparable harm to

the Debtors' estates. Given the nature of the Debtors' healthcare-related services, the Debtors' customers would have no choice but to take their business elsewhere should the Debtors be unable to fulfill prescriptions or otherwise meet their healthcare needs, however brief the interruption might be.

24. Further, disruption stemming from nonpayment may occur before the Debtors would be able to successfully bring an action to compel performance or otherwise enforce the automatic stay. Also, the Debtors interact with the Critical Vendors pursuant to a variety of arrangements, including under contracts that may not be executory in nature. The counterparty of such an arrangement may not agree to continue to do business with the Debtors unless paid on account of prepetition amounts due from the Debtors and would be under no obligation to do so. Delaying payment of Critical Vendors beyond normal practices could damage the Debtors' going concern value by undermining the "business as usual" message that serves as a cornerstone to these Chapter 11 Cases.

25. The relief requested by this Motion represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates and patients, and is justified under sections 105(a) and 363(b) of the Bankruptcy Code and the *Coserv* test. The authority to satisfy Critical Vendor Claims in the initial days of these Chapter 11 Cases without disrupting the Debtors' operations will maintain the integrity of the Debtors' medical facilities, the high standard of patient care, preserve the value of the Debtors' estates, and allow the Debtors to comply with their regulatory obligations and efficiently administer these Chapter 11 Cases. Failure to pay these claims would jeopardize patient care and destroy value that would otherwise inure to the benefit of the Debtors' estates.

26. In addition, the Debtors routinely do business with a number of vendors that may be able to assert a variety of statutory, common law, or possessory liens against the Debtors and their property if the Debtors fail to pay for certain goods delivered or services rendered. Under certain non-bankruptcy laws, such counterparties may be able to assert liens on goods in their possession or on property they improved, as applicable, to secure payment of the charges or expenses incurred in connection with these prepetition obligations. Such vendors' possession, and retention, of the Debtors' goods and supplies or enforcement of a mechanic's lien would disrupt the Debtors' operations and affect the Debtors' ability to efficiently administer these Chapter 11 Cases. The cost of such disruption to the Debtors' estates in many cases would likely be greater than the applicable prepetition claims.

27. Given the nature of the goods and services provided by Critical Vendors, the consequences if Critical Vendors cease providing such goods and services to the Debtors, and the resulting loss of value to the Debtors' estates, the relief requested herein is necessary and appropriate. The Debtors' authority to address Critical Vendor Claims in the initial days of these cases will send a clear signal to their suppliers and customers that the Debtors are both willing and able to conduct business after the Petition Date.

28. Accordingly, there are extraordinary circumstances which justify the relief requested herein: namely to avoid damage to the Debtors' business and ensure a timely restructuring process. As such, the relief requested herein is in the best interest of the Debtors' estates, creditors, and other parties in interest and should be approved.

B. The Debtors Should be Authorized to Pay Section 503(b)(9) Claims.

29. Section 503(b)(9) of the Bankruptcy Code provides administrative priority for the "value of any goods received by the debtor within 20 days before the date of commencement of a

case under this title in which goods have been sold to the debtor in the ordinary course of such debtor's business." 11 U.S.C. § 503(b)(9). These claims must be paid in full for the Debtors to confirm a chapter 11 plan. 11 U.S.C. § 1129(a)(9)(A). Consequently, payment of the Section 503(b)(9) Claims now only provides such parties with what they would be entitled to receive under a chapter 11 plan. Conversely, all creditors will benefit from the seamless transition of the Debtors' operations into bankruptcy. In other words, payment of the Section 503(b)(9) Claims merely accelerates the timing of payment and does not change the ultimate treatment of such claims under a chapter 11 plan.

30. The Debtors' ongoing ability to obtain products as provided herein is necessary to preserve the value of their estates. Absent the payment of the Section 503(b)(9) Claims at the outset of these Chapter 11 Cases—which may merely accelerate the timing of payment and not the ultimate treatment of such claims—the Debtors could be denied access to products necessary to maintain the Debtors' operations and maximize the value of the Debtors' estates. In addition, the Bankruptcy Code does not prohibit a debtor from paying Section 503(b)(9) Claims prior to confirmation. As administrative claims incurred in the ordinary course of business, the Debtors believe they may pay such claims in accordance with their business judgment pursuant to section 363(c)(1) of the Bankruptcy Code. *See, e.g.,* Hearing Transcript at 49:21–23, *In re Dura Auto. Sys. Inc.*, No. 06-11202 (KJC) (Bankr. D. Del. Oct. 31, 2006) [Docket No. 153] (“I think arguably the [D]ebtor could pay its 503(b)(9) claimants without court approval.”). The timing of such payments also lies squarely within the Court's discretion. *See In re Global Home Prods., LLC*, No. 06 10340 (KG), 2006 WL 3791955, at *3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that “the timing of the payment of that administrative expense claim is left to the discretion of the Court”).

31. Courts in this District regularly authorize chapter 11 debtors to pay critical vendor claims and section 503(b)(9) claims as they come due during the course of a chapter 11 case. *See, e.g., In re Hooters of America LLC*, No. 25-80078 (SWE) (Bankr. N.D. Tex. May 6, 2025) [Docket No. 258]; *In re TGI Friday's, Inc.*, No. 24-80069 (SGJ) (Bankr. N.D. Tex. Jan. 7, 2025) [Docket No. 443]; *In re CareMax, Inc.*, No. 24-80093 (MVL) (Bankr. N.D. Tex. Dec. 17, 2024) [Docket No. 229]; *In re KidKraft, Inc.*, No. 24-80045 (MVL) (Bankr. N.D. Tex. June 18, 2024) [Docket No. 200]; *In re Eiger Biopharmaceuticals, Inc.*, No. 24-80040 (SGJ) (Bankr. N.D. Tex. Apr. 5, 2024) [Docket No. 92]. Similar relief is also appropriate here.

C. The Processing of Payments Should Be Authorized.

32. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to debtor-in-possession financing. As described in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Continue Making Reimbursements for Disbursing Arrangements, Purchasing Arrangements and Shared Services and (D) Maintain Existing Business Forms; (II) Authorizing the Debtors' Banks to Honor All Related Payment Requests; and (III) Granting Related Relief* (the "**Cash Management Motion**"), the Debtors typically do not directly issue checks or make electronic fund transfers to their vendors and other creditors. Instead, pursuant to the Disbursing Arrangements described in the Cash Management Motion, CVS typically makes disbursements on the Debtors' behalf, and Debtors reimburse CVS by wire transfer in the ordinary course of business. Nonetheless, there may be circumstances in which the Debtors may need to make direct payments by check, electronic funds transfer or similar means. Therefore, the Debtors respectfully request that the Court

authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks, electronic funds transfer or similar payment requests with respect to the relief requested in this Motion.

Debtors Satisfy Bankruptcy Rule 6003

33. Bankruptcy Rule 6003 provides that, “[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate” Fed R. Bankr. P. 6003(b). In the present case, the Debtors submit that, because the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein, Bankruptcy Rule 6003 has been satisfied.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

34. To implement the foregoing successfully, the Debtors respectfully request a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale or lease of property under Bankruptcy Rule 6004(h). As explained above, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

Reservation of Rights

35. Nothing contained herein is intended or shall be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the

Debtors; (c) an agreement or obligation to pay any claims; (d) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (e) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Notice

36. The Debtors will provide notice of this motion to the following parties or their counsel: (a) the U.S. Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) any parties whose interests are directly affected by this specific pleading; (d) the Internal Revenue Service; (e) the United States Attorney's Office for Southern District of New York; (f) the United States Attorney's Office for the Northern District of Texas; (g) the state attorneys general for all 50 states and the District of Columbia; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice is needed.

No Prior Request

37. No prior request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE, for the reasons set forth above and in the First Day Declaration, the Debtors respectfully request that the Court (a) enter the Interim Order and Final Order granting the relief requested herein, and (b) grant such other and further relief as the Court may deem just and proper.

Dated: September 22, 2025

HAYNES AND BOONE, LLP

/s/ Ian T. Peck

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*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:)	
)	Chapter 11
OMNICARE, LLC, <i>et al.</i> , ¹)	
)	Case No. 25-80486 (SWE)
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Debtors.)	(Jointly Administered)
)	Related to Dkt. No. [●]
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**INTERIM ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN PREPETITION
CLAIMS OF CRITICAL VENDORS AND 503(B)(9) CLAIMANTS; AND
(II) GRANTING RELATED RELIEF**

¹ The last four digits of Omnicare, LLC’s federal tax identification number are 1351. There are 111 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Omnicare>. The location of Omnicare, LLC’s corporate headquarters and the Debtors’ service address is One CVS Drive, Mail Code 1160, Woonsocket, RI 02895.

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (these “**Chapter 11 Cases**”), for entry of an order (the “**Interim Order**”), (I) authorizing, but not directing, the Debtors to pay in the ordinary course of business and consistent with customary past practice, based on their sound business judgment, certain prepetition claims of or in respect of (i) vendors whose goods and services are necessary to provide essential healthcare services, maintain the safety of their medical facilities or are otherwise essential to the Debtors’ operations (the “**Critical Vendors**”, and such claims, the “**Critical Vendor Claims**”); and (ii) deliveries of goods to the Debtors during the twenty-day period prior to the Petition Date that are entitled to administrative expense priority under section 503(b)(9) of the Bankruptcy Code (the “**Section 503(b)(9) Claims**”); and (II) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of these cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors and all parties in

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or in the First Day Declaration, as applicable.

interest; and upon all of the proceedings had before the Court after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is granted on an interim basis to the extent set forth herein.
2. The final hearing (the “**Final Hearing**”) on the Motion shall be held on [____], 2025, at [____], prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on [____], 2025, and shall be served on: (a) the Debtors; (b) proposed counsel to the Debtors, Jenner & Block LLP, 353 North Clark Street, Chicago, Illinois 60654 (Attn: Vincent E. Lazar (vlazar@jenner.com), Derek L. Wright (dwright@jenner.com), and Angela M. Allen (aallen@jenner.com)), and Haynes and Boone, LLP, 2801 N. Harwood Street, Suite 2300, Dallas, Texas 75201 (Attn: Ian T. Peck (ian.peck@haynesboone.com)); and (c) the Office of the United States Trustee, 1100 Commerce Street, Room 976, Dallas, TX 75242, (Attn: Asher Bublick).
3. The Debtors are hereby authorized, but not required, to pay, without further order of this Court, Critical Vendor Claims and Section 503(b)(9) Claims in the ordinary course of business consistent with the parties’ customary practices in effect prior to the Petition Date; provided that the aggregate amount of payments on account of Critical Vendor Claims and Section 503(b)(9) Claims as detailed in the Motion shall not exceed \$2,900,000 absent further order of this Court. The Debtors are further authorized, but not directed, in their sole discretion, to settle all or some of the Critical Vendor Claims and Section 503(b)(9) Claims for less than their face amount without further notice or hearing. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant. The Debtors shall provide a copy of this Interim Order to any party to or on account of whom a payment is made pursuant to this Interim Order.

4. If any party accepts payment hereunder for a prepetition obligation of the Debtors, and the party thereafter fails to provide goods and/or services in accordance with trade terms no worse than those in place during the one hundred and eighty (180) days prior to the Petition Date, or other such terms as agreed by the Debtors, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) if such party fails to return such unauthorized postpetition transfer to the Debtors within seven (7) days of receiving such written request, any and all claims of such party against the Debtors shall be deemed disallowed under section 502(d) of the Bankruptcy Code; (c) upon recovery by the Debtors of the unauthorized payment, any prepetition claim of such party shall be reinstated as if the unauthorized payment had not been made; (d) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to re-characterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; and (e) the Debtors may pursue any other remedy available to them under this Interim Order, applicable law, or any executed agreement with such party.

5. Any party that accepts payment from the Debtors or CVS on account of any Critical Vendor Claims or Section 503(b)(9) Claims shall (i) be deemed to have agreed to the terms and provisions of this Interim Order and shall be deemed to have waived, to the extent so paid, any and all prepetition claims, of whatever type, kind or priority, against the Debtors, their properties and estates up to the paid amount; provided that, prior to making any payment pursuant to this

Interim Order, the Debtors shall provide such party with a copy of this Interim Order (unless previously provided to such party); and (ii) at the Debtors' request, take all actions necessary to remove any mechanics' liens, possessory liens, or similar state law trade liens on the Debtors' assets such party may have based upon such satisfied claims at such party's sole expense.

6. For the avoidance of doubt, the authorization granted hereby to pay the Critical Vendor Claims and Section 503(b)(9) Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Critical Vendor Claims or Section 503(b)(9) Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtors to not pay or settle a Critical Vendor Claim or Section 503(b)(9) Claim for less than the asserted amount of such claim.

7. Nothing herein shall prejudice the Debtors' right to request additional authority to pay Critical Vendor Claims and Section 503(b)(9) Claims.

8. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, authorizing or approving any postpetition debtor-in-possession financing or use of cash collateral for the Debtors (such orders, as applicable, the "**DIP Order**"), and any budget in connection with any such postpetition debtor-in-possession financing or use of cash collateral authorized therein. To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control. For the avoidance of doubt, no payment, transfer, or transaction authorized under this Interim Order shall impair or otherwise affect the extent, validity, or priority of the DIP Liens (as defined in the DIP Order), if any, granted to the DIP Lender (as defined in the DIP Order) in any cash or other property involved in any such

payment, transfer, or transaction. In the event of any inconsistency between the terms of this Interim Order and the terms of the DIP Order, the terms of the DIP Order shall govern.

9. Nothing in this Interim Order nor any action taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors, their estates, or any other parties in interest to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors, their estates, or any other parties in interest with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any specific person. Any payment made pursuant to this Interim Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

10. The banks and financial institutions requested to make the payments approved herein are authorized to receive, process, honor and pay all such payment requests (to the extent of funds on deposit), and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular payment request as approved by this Interim Order without any duty to inquire otherwise.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Order submitted by:

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*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit B

Proposed Final Order

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

In re:)	
)	Chapter 11
OMNICARE, LLC, <i>et al.</i> , ¹)	Case No. 25-80486 (SWE)
)	
Debtors.)	(Jointly Administered)
)	Related to Dkt. No. [●]
)	
)	

**FINAL ORDER (I) AUTHORIZING THE PAYMENT OF CERTAIN PREPETITION
CLAIMS OF CRITICAL VENDORS AND 503(B)(9) CLAIMANTS; AND
(II) GRANTING RELATED RELIEF**

¹ The last four digits of Omnicare, LLC’s federal tax identification number are 1351. There are 111 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Omnicare>. The location of Omnicare, LLC’s corporate headquarters and the Debtors’ service address is One CVS Drive, Mail Code 1160, Woonsocket, RI 02895.

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases (these “**Chapter 11 Cases**”), for entry of an order (the “**Final Order**”), (I) authorizing, but not directing, the Debtors to pay in the ordinary course of business and consistent with customary past practice, based on their sound business judgment, certain prepetition claims of or in respect of (i) vendors whose goods and services are necessary to provide essential healthcare services, maintain the safety of their medical facilities or are otherwise essential to the Debtors’ operations (the “**Critical Vendors**”, and such claims, the “**Critical Vendor Claims**”); and (ii) deliveries of goods to the Debtors during the twenty-day period prior to the Petition Date that are entitled to administrative expense priority under section 503(b)(9) of the Bankruptcy Code (the “**Section 503(b)(9) Claims**”); and (II) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334; and the Debtors consenting to entry of a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or in the First Day Declaration, as applicable.

Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is granted on a final basis to the extent set forth herein.

2. The Debtors are hereby authorized, but not required, to pay, without further order of this Court, Critical Vendor Claims and Section 503(b)(9) Claims in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date; provided that the aggregate amount of payments on account of Critical Vendor Claims and Section 503(b)(9) Claims as detailed in the Motion shall not exceed \$2,900,000 absent further order of this Court. The Debtors are further authorized, but not directed, in their sole discretion, to settle all or some of the Critical Vendor Claims and Section 503(b)(9) Claims for less than their face amount without further notice or hearing. Nothing in this paragraph shall be construed as requiring the Debtors to make a payment to a particular creditor or claimant. The Debtors shall provide a copy of this Final Order to any party to or on account of whom a payment is made pursuant to this Final Order.

3. If any party accepts payment hereunder for a prepetition obligation of the Debtors, and the party thereafter fails to provide goods and/or services in accordance with trade terms no worse than those in place during the one hundred and eighty (180) days prior to the Petition Date, or other such terms as agreed by the Debtors, then: (a) any payment on account of a prepetition claim received by such party shall be deemed, in the Debtors' sole discretion, an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash upon written request by the Debtors; (b) if such party fails to return such unauthorized postpetition transfer to the Debtors within seven (7) days of receiving such written request, any and all claims of such party against the Debtors shall be deemed disallowed under section 502(d) of the Bankruptcy

Code; (c) upon recovery by the Debtors of the unauthorized payment, any prepetition claim of such party shall be reinstated as if the unauthorized payment had not been made; (d) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may elect to re-characterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding, without the right of any setoffs, claims, provisions for payment of any claims, or otherwise; and (e) the Debtors may pursue any other remedy available to them under this Final Order, applicable law, or any executed agreement with such party.

4. Any party that accepts payment from the Debtors or CVS on account of any Critical Vendor Claims or Section 503(b)(9) Claims shall (i) be deemed to have agreed to the terms and provisions of this Final Order and shall be deemed to have waived, to the extent so paid, any and all prepetition claims, of whatever type, kind or priority, against the Debtors, their properties and estates up to the paid amount; provided that, prior to making any payment pursuant to this Final Order, the Debtors shall provide such party with a copy of this Final Order (unless previously provided to such party); and (ii) at the Debtors' request, take all actions necessary to remove any mechanics' liens, possessory liens, or similar state law trade liens on the Debtors' assets such party may have based upon such satisfied claims at such party's sole expense.

5. For the avoidance of doubt, the authorization granted hereby to pay the Critical Vendor Claims and 503(b)(9) Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Critical Vendor Claims or 503(b)(9) Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtors

to not pay or settle a Critical Vendor Claim or 503(b)(9) Claim for less than the asserted amount of such claim.

6. Nothing herein shall prejudice the Debtors' rights to request additional authority to pay Critical Vendor Claims and Section 503(b)(9) Claims.

7. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any interim and final orders, as applicable, authorizing or approving any postpetition debtor-in-possession financing or use of cash collateral for the Debtors (such orders, as applicable, the "**DIP Order**"), and any budget in connection with any such postpetition debtor-in-possession financing or use of cash collateral authorized therein. To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control. For the avoidance of doubt, no payment, transfer, or transaction authorized under this Final Order shall impair or otherwise affect the extent, validity, or priority of the DIP Liens (as defined in the DIP Order), if any, granted to the DIP Lender (as defined in the DIP Order) in any cash or other property involved in any such payment, transfer, or transaction. In the event of any inconsistency between the terms of this Final Order and the terms of the DIP Order, the terms of the DIP Order shall govern.

8. Nothing in this Final Order nor any action taken hereunder: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors or their estates; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors, their estates, or any other parties in interest to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors, their

estates, or any other parties in interest with respect to any and all claims or causes of action against any third party; (d) shall be construed as a promise to pay a claim or continue any applicable program postpetition, which decision shall be in the discretion of the Debtors; or (e) shall create, or is intended to create, any rights in favor of, or enhance the status of any claim held by, any specific person. Any payment made pursuant to this Final Order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. The banks and financial institutions requested to make the payments approved herein are authorized to receive, process, honor and pay all such payment requests (to the extent of funds on deposit), and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular payment request as approved by this Final Order without any duty to inquire otherwise.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

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

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

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

14. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

END OF ORDER

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*Proposed Counsel to the Debtors and
Debtors in Possession*