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and Debtors in Possession*

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

_____)	
In re:)	Chapter 11
)	
AGERA ENERGY LLC, <i>et al.</i> , ¹)	Case No. 19-_____ (____)
)	
Debtors.)	(Joint Administration Requested)
_____)	

**DEBTORS' MOTION FOR ENTRY OF ORDER AUTHORIZING
DEBTORS TO EMPLOY AND PAY PROFESSIONALS
UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

Agera Energy LLC and the above-captioned debtors, as debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases (these “Chapter 11 Cases”), hereby submit this motion (the “Motion”) for entry of a final order (the “Final Order”) pursuant to sections 105(a), 362(d), 363(b), 507, 1107(a) and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), substantially in the form attached hereto as **Exhibit A**

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequis Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

(the “Order”), authorizing, but not directing, the Debtors to (i) retain and employ professionals utilized by the Debtors in the ordinary course of business (the “Ordinary-Course Professionals”) without (a) the submission of separate employment applications or (b) the issuance of separate retention orders and (ii) pay compensation and reimbursement of expenses of the Ordinary-Course Professionals (subject to certain limits set forth herein). In support of this Motion, the Debtors rely upon the *Declaration of Todd Sanford Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”) filed contemporaneously herewith.² In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

6. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated January 31, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The statutory bases for the relief requested herein are Bankruptcy Code sections 105(a), 362(d), 363(b), 507, 1107(a) and 1108, Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 9013-1(a).

BACKGROUND

9. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

² Capitalized terms used but not defined herein have the meanings ascribed to such terms in the First Day Declaration.

10. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

11. No trustee, examiner, creditors' committee, or other official committee has been appointed in these Chapter 11 Cases.

12. The factual background regarding the Debtors, including a description of the Debtors' business, capital structure, and the circumstances leading to these Chapter 11 Cases, is set forth in the First Day Declaration, which is incorporated herein by reference.

I. The Debtors' Ordinary-Course Professionals

13. The Debtors routinely employ various attorneys to represent them in various matters arising in the ordinary course of business, unrelated to the Chapter 11 Cases. The Ordinary-Course Professionals have considerable expertise and familiarity with the Debtors' business and provide critical professional services necessary for the Debtors to comply with legal and regulatory requirements and operate their business soundly and efficiently.

II. Proposed Procedures for Ordinary-Course Professionals

A. Payment of Fees and Expenses

14. The Debtors propose that they be authorized, but not directed, to pay, without formal application to the Court by any Ordinary-Course Professional, 100% of the interim fees and disbursements to each Ordinary-Course Professional upon the submission to the Debtors of an invoice setting forth in reasonable detail the nature of the services rendered after the Petition Date, and calculated in accordance with such Ordinary-Course Professional's standard billing practices, provided that such interim fees, excluding expenses and disbursements, do not exceed the following: (i) \$100,000.00 per month on average over any three-month period on a rolling basis for each Ordinary-Course Professional (the "Monthly Fee Cap") and (ii) \$600,000.00 in the

aggregate from the Petition Date through confirmation of a plan for each Ordinary-Course Professional (the “Case Cap” and, together with the Monthly Fee Cap, the “Fee Caps”).

B. Submission of Bankruptcy Rule 2014 Verified Statements

15. The Debtors propose that each Ordinary-Course Professional be required, in lieu of filing a retention application, to file with the Court and serve a verified statement pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), substantially in the form attached hereto as **Exhibit C** (the “Verified Statement”), within 30 days of the date of entry of the Order granting this Motion, upon the following parties (collectively, the “Notice Parties”):

- (a) the Debtors, 555 Pleasantville Road, Ste. 107 Briarcliff Manor, NY 10510 (Attn: Todd Sanford; tsanford@ageraenergy.com)
- (b) counsel to the Debtors, McDermott Will & Emery 340 Madison Ave. New York, New York 10173 (Attn: Darren Azman and Ravi Vohra; dazman@mwe.com and rvohra@mwe.com);
- (c) U.S. Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Andrea B. Schwartz, Esq. and Shannon Scott, Esq.; andrea.b.schwartz@usdoj.gov and shannon.scott2@usdoj.gov);
- (d) counsel to any statutory committee appointed in these Chapter 11 Cases; and
- (e) counsel to BP Energy Company, Haynes & Boone LLP, 1221 McKinney Street, Suite 2100, Houston, TX 77010 (Attn: Kelli S. Norfleet and Kathryn Shurin; kelli.norfleet@haynesboone.com and kathryn.shurin@haynesboone.com).

16. The Debtors further request that, upon receipt of each Verified Statement, the Notice Parties be given 10 days to object (an “Objection,” due the 10th day after receipt of the applicable Verified Statement, or such other date as may be agreed to by the applicable Ordinary-Course Professional or ordered by the Court, the “Objection Deadline”) to the retention of such Ordinary-Course Professional. Objections, if any, must be served upon the affected Ordinary-Course Professional and the Notice Parties on or before the Objection Deadline. If any

such timely served Objection is not resolved within 20 days of service of such Objection, the Debtors propose that the matter be scheduled for hearing before the Court at the next regularly scheduled omnibus hearing or on such other date otherwise agreeable to the Ordinary-Course Professional, the Debtors, and the objecting party (subject to the Court's availability). If no Objection is served on or before the Objection Deadline, or if any Objection is timely resolved as set forth above, the Debtors request that, without further order of the Court, the employment, retention, and payment of the Ordinary-Course Professional be deemed approved.

C. Additional Ordinary-Course Professionals

17. The Debtors request that they be authorized to employ, retain, and pay additional Ordinary-Course Professionals as necessary, in the ordinary course of their business (the "Additional Ordinary-Course Professionals") (a) without the need to file individual retention applications and (b) without the need for any further hearing, by filing with the Court a supplement (a "Supplement") to **Exhibit B**.³

18. The Debtors request that, as with the Ordinary-Course Professionals, the Notice Parties be given 10 days after receipt of a Verified Statement to object to the retention of such Additional Ordinary-Course Professional. The Debtors propose that they be authorized to retain such Additional Ordinary-Course Professional if no Objection thereto is timely submitted pursuant to the objection procedures described above.

19. The Debtors reserve the right to apply to this Court for authorization to employ any Ordinary-Course Professional, effective *nunc pro tunc* to the Petition Date, if it is later

³ For purposes of complying with Bankruptcy Rule 2014 and the Verification Statement procedures set forth above, the 30-day period for Additional Ordinary-Course Professionals to file and serve a Verified Statement will run from the Debtors' filing of the applicable Supplement.

determined, as a result of the Ordinary-Course Professional exceeding either of its respective Fee Caps or for any other reason, that a formal retention application is necessary.

D. Statement of Ordinary-Course Professional

20. Unless and until a sale of the Debtors' assets has closed, within 31 days after the end of each quarterly period (with the first quarterly period commencing on the Petition Date and ending on December 31, 2019, the Debtors propose to file a statement of fees and disbursements for the immediately preceding three-month period (each, a "Quarter") with the Court and serve such statement on the Notice Parties. Such statement would include the following information for each Ordinary-Course Professional: (a) the name of the Ordinary-Course Professional; (b) the aggregate amounts paid as fees for services rendered and reimbursement of expenses incurred by such Ordinary-Course Professional during the Quarter; (c) the aggregate amounts paid as fees for services rendered and reimbursement of expenses incurred by such Ordinary-Course Professional since the Petition Date; and (d) a general description of the services rendered by each Ordinary-Course Professional.

RELIEF REQUESTED

21. The Debtors respectfully request entry of an Order authorizing, but not directing, the Debtors to (a) retain and employ Ordinary-Course Professionals without approval of separate, formal retention applications for each Ordinary-Course Professional and (b) compensate, subject to certain limits set forth below, and reimburse the expenses of the Ordinary-Course Professionals without further Court approval. A list of the Debtors' current Ordinary-Course Professionals is attached hereto as Exhibit B.⁴

⁴ As discussed more fully below, the Debtors reserve the right to amend such list in the future.

22. The Debtors customarily retain the services of Ordinary-Course Professionals. Such Ordinary-Course Professionals will not play central roles in the administration of these Chapter 11 Cases.

BASIS FOR REQUESTED RELIEF

I. Retention and Compensation of the Ordinary-Course Professionals on the Terms Described Herein Will Promote the Efficient Administration of the Debtors' Estates.

23. The relief requested in this Motion will economize the administration of these Chapter 11 Cases by saving the Debtors and their estates the considerable expense of applying separately for the employment of each Ordinary-Course Professional and preparing and seeking approval of interim fee applications for the Ordinary-Course Professionals. Furthermore, the procedures outlined herein will relieve this Court, the U.S. Trustee, and other interested parties of the burden of reviewing numerous fee applications mostly involving relatively small fees and expenses.

24. Moreover, while the Ordinary-Course Professionals generally wish to continue representing the Debtors on an ongoing basis, many might be unwilling to do so if they may only be paid through a formal application process. If the Debtors lose the expertise and background knowledge of certain of the Ordinary-Course Professionals with respect to the particular matters for which they were responsible prior to the Petition Date, the Debtors' estates will incur additional and unnecessary expense because the Debtors will be forced to retain other professionals that would not have such background and expertise, which may, in turn, threaten the Debtors' ability to stabilize their operations and maximize the value of the Debtors' estates and assets. It is therefore in the best interests of the Debtors' estates to retain and compensate the Ordinary-Course Professionals on the terms set forth herein to avoid any disruption in the professional services required in the day-to-day operations of the Debtors' businesses.

II. The Terms Described Herein Are Appropriate Because the Ordinary-Course Professionals Are not “Professionals” under Bankruptcy Code Section 327.

25. The Ordinary-Course Professionals are not “professionals” within the meaning of Bankruptcy Code section 327, and therefore do not require Court approval of their retention, because the Ordinary-Course Professionals will neither assist in administering nor play a central role in these Chapter 11 Cases. *See, e.g., Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 619 (Bankr. S.D.N.Y. 1986) (finding that “professional persons” as used in Bankruptcy Code section 327(a) “is a term of art reserved for those persons who play an intimate role in the reorganization of a debtor’s estate”); *In re Seatrain Lines, Inc.*, 13 B.R. 980, 981 (Bankr. S.D.N.Y. 1981) (stating that “professional person” as used in Bankruptcy Code section 327(a) refers only to “persons in those occupations which play a central role in the administration of the debtor proceeding”); *see also In re First Merchs. Acceptance Corp.*, No. 97-1500 (JJF), 1997 Bankr. LEXIS 2245, at *9-9 (Bankr. D. Del. Dec. 15, 1997); *Elstead v. Nolden (In re That’s Entm’t Mktg. Grp., Inc.)*, 168 B.R. 226, 230-31 (N.D. Cal. 1994) (stating that only the retention of professionals whose duties are central to the administration of the estate requires prior court approval under Bankruptcy Code section 327); *In re Kmart Corp.*, No. 02-02474 (SPS) (Bankr. N.D. Ill. Jan. 25, 2002) (same); *In re D’Lites of Am., Inc.*, 108 B.R. 352, 355 (Bankr. N.D. Ga. 1989) (finding that section 327 approval is not necessary for employees who perform services in the ordinary course of the debtors’ business rather than to assist in handling the bankruptcy case).

26. Nevertheless, out of an abundance of caution, the Debtors seek the relief requested in this Motion to avoid any later controversy about the Debtors’ employing and paying the Ordinary-Course Professionals during the pendency of these Chapter 11 Cases. The Debtors

will seek specific Court authority under Bankruptcy Code section 327 to employ any professionals involved in the actual administration of these Chapter 11 Cases.

27. Finally, although certain of the Ordinary-Course Professionals may hold unsecured claims against the Debtors, the Debtors do not believe that any of the Ordinary-Course Professionals have an interest materially adverse to the Debtors or their estates, creditors, equityholders, or other parties-in-interest in these Chapter 11 Cases. By this Motion, the Debtors are not requesting authority to pay any prepetition amounts owed to Ordinary-Course Professionals.

28. Courts in this district have routinely granted the same or similar relief as requested in this Motion in other chapter 11 cases. *See, e.g., In re Sears Holdings Corp.*, Case No. 18-23538 (RDD) (Bankr. S.D.N.Y. Nov. 16, 2018); *In re Aralez Pharmaceuticals US Inc.*, Case No. 18-12425 (MG) (Bankr. S.D.N.Y. Oct. 11, 2018); *In re Nine West Holdings, Inc.*, Case No. 18-10947 (SCC) (Bankr. S.D.N.Y. May 7, 2018); *In re Tops Holding II Corp.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Mar. 22, 2018).

RESERVATION OF RIGHTS

29. Nothing contained herein is or should be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise to pay any claim; (d) an assumption or rejection of any executory contract or unexpired lease pursuant to Bankruptcy Code section 365; or (e) otherwise affecting the Debtors' rights under Bankruptcy Code section 365 to assume or reject any executory contract with any party subject to this Motion.

MOTION PRACTICE

30. This motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this motion. Accordingly, the Debtors submit that this motion satisfies Local Rule 9013-1(a).

NOTICE

31. The Debtors will provide notice of this Motion to: (a) the United States Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to BP Energy Company; (d) counsel to Exelon Generation Company, LLC; (e) the Internal Revenue Service; (f) the United States Attorney for the Southern District of New York; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

NO PRIOR REQUEST

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

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, authorizing, but not directing, the Debtors to (i) retain and employ the Ordinary-Course Professionals, effective *nunc pro tunc* to the Petition Date, without (a) the submission of separate employment applications or (b) the issuance of separate retention orders and (ii) pay compensation and reimbursement of expenses of the Ordinary-Course Professionals (subject to certain limits set forth herein); and (ii) granting such other and further relief as may be just and proper.

Dated: October 4, 2019
New York, NY

Respectfully submitted,

MCDERMOTT WILL & EMERY LLP

/s/ Darren Azman

Timothy W. Walsh

Darren Azman

Ravi Vohra

340 Madison Avenue

New York, NY 10173

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Email: dazman@mwe.com

rvohra@mwe.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

Exhibit A

Proposed Order

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

In re:

AGERA ENERGY LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 19-____ (____)
)

) (Jointly Administered)
)

) **Re: Docket No. __**
)

**ORDER AUTHORIZING DEBTORS TO EMPLOY AND PAY PROFESSIONALS
UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

Upon the motion (the “Motion”)² of the Debtors for an order (this “Order”) authorizing, but not directing, the Debtors to (i) retain and employ professionals utilized by the Debtors in the ordinary course of business (collectively, the “Ordinary-Course Professionals”) without (a) the submission of separate employment applications or (b) the issuance of separate retention orders and (ii) pay compensation and reimbursement of expenses of the Ordinary-Course Professionals (subject to certain limits set forth in the Motion); and upon the First Day Declaration; and this Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York* dated January 31, 2012; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and that the Debtors consent to entry of a final order under Article III of the United States Constitution; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequitas Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

² Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Motion.

notice of the Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation thereon and good and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED solely to the extent set forth herein.
2. The Debtors are hereby authorized, but not directed, to employ, retain, and pay, pursuant to Bankruptcy Code sections 105(a), 327, 330, and 331, the Ordinary-Course Professionals listed on **Exhibit B** attached to the Motion without the necessity of a separate formal retention application.
3. Subject to the limitations set forth below, the Debtors are authorized, but not directed, to pay, without formal application to the Court by any Ordinary-Course Professional, 100% of the interim fees and disbursements of each Ordinary-Course Professional upon submission to the Debtors of an invoice setting forth in reasonable detail the nature of the services rendered after the Petition Date and calculated in accordance with such Ordinary-Course Professional’s standard billing practices (without prejudice to the Debtors’ right to dispute any such invoices); *provided, however*, that such interim fees, excluding expenses and disbursements, do not exceed the following: (i) \$100,000.00 per month on average over any three-month period on a rolling basis for each Ordinary-Course Professional (the “Monthly Fee Cap”) and (ii) \$600,000.00 in the aggregate from the Petition Date through confirmation of a

plan for each Ordinary-Course Professional (the “Case Cap” and, together with the Monthly Fee Cap, the “Fee Caps”).

4. If an Ordinary-Course Professional seeks fees in excess the Monthly Fee Cap, such excess fees shall be subject to prior approval of the Court in accordance with Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Bankruptcy Rules, and applicable orders of the Court, unless the U.S. Trustee agrees otherwise; *provided, however*, that the applicable Ordinary-Course Professional shall be entitled to interim fee payment up to the applicable Fee Cap imposed as a credit against the fees ultimately allowed by the Court.

5. If an Ordinary-Course Professional seeks fees in excess of the Case Cap, such Ordinary-Course Professional shall seek retention under Bankruptcy Code sections 327 and 328, unless the U.S. Trustee agrees otherwise; *provided, however*, that any such Ordinary-Course Professional shall be entitled to interim payments up to its respective Fee Caps imposed as a credit against the fees and disbursements ultimately allowed by the Court.

6. Notwithstanding anything to the contrary contained in this Order or in the Motion, any payment, obligation, or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final orders regarding the use of cash collateral or the approval of postpetition financing (any such order, a “Financing Order”), or any budget in connection therewith, approved by this Court in these Chapter 11 Cases. In the event of any conflict between the terms of this Order and a Financing Order, the terms of the applicable Financing Order shall control (solely to the extent of such conflict).

7. Within five days after entry of this Order, the Debtors shall serve this Order upon each Ordinary-Course Professional. No later than 30 days after entry of this Order, each

Ordinary-Course Professional, if such Ordinary-Course Professional intends to be paid during the course of these Chapter 11 Cases, shall file with the Court and serve a verified statement pursuant to Bankruptcy Rule 2014, substantially in the form attached as **Exhibit C** to the Motion (the “Verified Statement”) (the form of which is hereby approved), including an explanation of prepetition services rendered and postpetition services to be provided to the Debtors, upon the following parties (collectively, the “Notice Parties”):

- (a) the Debtors, 555 Pleasantville Road, Ste. 107 Briarcliff Manor, NY 10510 (Attn: Todd Sanford; tsanford@ageraenergy.com)
- (b) counsel to the Debtors, McDermott Will & Emery 340 Madison Ave. New York, New York 10173 (Attn: Darren Azman and Ravi Vohra; dazman@mwe.com and rvohra@mwe.com);
- (c) U.S. Trustee, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Andrea B. Schwartz, Esq. and Shannon Scott, Esq.; andrea.b.schwartz@usdoj.gov and shannon.scott2@usdoj.gov);
- (d) counsel to any statutory committee appointed in these Chapter 11 Cases; and
- (e) counsel to BP Energy Company, Haynes & Boone LLP, 1221 McKinney Street, Suite 2100, Houston, TX 77010 (Attn: Kelli S. Norfleet and Kathryn Shurin; kelli.norfleet@haynesboone.com and kathryn.shurin@haynesboone.com).

8. Any objection to the retention of an Ordinary-Course Professional (an “Objection”) by a Notice Party must be filed and served within 10 days upon receipt of such Verified Statement, or such other date as may be agreed to by the applicable Ordinary-Course Professional or ordered by the Court (the “Objection Deadline”). Objections, if any, shall be served upon the affected Ordinary-Course Professional and the Notice Parties on or before the Objection Deadline. If any such timely filed and served Objection is not resolved within 20 days of service of such Objection, the matter may be scheduled for hearing before the Court at the next regularly scheduled omnibus hearing or such other date otherwise agreeable to the Ordinary-Course Professional, the Debtors, and the objecting party (subject to the Court’s

availability). If no Objection is served on or before the Objection Deadline, or if any Objection is timely resolved as set forth above, then the employment, retention, and payment of the Ordinary-Course Professional shall be deemed approved without further order of this Court.

9. The Debtors are also authorized to employ, retain, and pay additional Ordinary-Course Professionals not currently listed in **Exhibit B** of the Motion (the “Additional Ordinary-Course Professionals”) by filing with the Court a supplement to **Exhibit B** (a “Supplement”). Each Supplement shall list the name and estimated monthly fees of the Additional Ordinary-Course Professional, along with a brief description of the services to be rendered, and shall otherwise comply with the terms of this Order. The 30-day period for any Additional Ordinary-Course Professional to file a Verified Statement shall commence upon the date of filing of the applicable Supplement. The Additional Ordinary-Course Professionals shall be subject to all other requirements applicable to the Ordinary-Course Professionals.

10. Nothing herein shall affect the Debtors’ right to apply to this Court for authorization to employ any Ordinary-Course Professional, *nunc pro tunc* to the Petition Date, if it is later determined, as a result of the Ordinary-Course Professional exceeding either of its respective Fee Caps, or for any other reason, that the Debtors are required to file a formal retention application with respect to such Ordinary-Course Professional.

11. Unless and until a sale of the Debtors’ assets has closed, within 31 days after the end of each quarterly period (with the first quarterly period commencing on the Petition Date and ending on December 31, 2019, the Debtors shall file a statement of fees and disbursements for the immediately preceding three-month period (each, a “Quarter”) with the Court and serve such statement on the Notice Parties. Such statement shall include the following information for each Ordinary-Course Professional: (a) the name of the Ordinary-Course Professional; (b) the

aggregate amounts paid as fees for services rendered and reimbursement of expenses incurred by such Ordinary-Course Professional during the Quarter; (c) the aggregate amounts paid as fees for services rendered and reimbursement of expenses incurred by such Ordinary-Course Professional since the Petition Date; and (d) a general description of the services rendered by each Ordinary-Course Professional.

12. This Order shall not apply to any professional retained by the Debtors pursuant to a separate order of the Court.

13. The Debtors' right to dispute any invoices shall not be affected or prejudiced in any manner by any of the foregoing decretal paragraphs.

14. Nothing in this Order or the Motion shall constitute, nor is intended to constitute, or be deemed to constitute authorization for the Debtors to pay any prepetition amounts owed to Ordinary-Course Professionals.

15. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

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

Dated: _____, 2019
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Ordinary-Course Professionals

Ordinary Course Professional	Contact	Services Provided
Bevan, Mosca & Giuditta, P.C.	Murray E. Bevan 222 Mount Airy Road, Suite 200 Basking Ridge, New Jersey 07920	Law Firm
Davis Wright Tremaine LLP	Nicholas Giannasca Davis Wright Tremaine LLP 1251 Avenue of the Americas New York, New York 10020-1104	Law Firm
Ellison Schneider Harris & Donlan LLP	Andy Brown Ellison Schneider Harris & Donlan 2600 Capitol Ave #400 Sacramento, California 95816	Law Firm
Goodman Law Group	David Goodman Goodman Law Group 20 N. Clark Suite 3300 Chicago, Illinois 60602	Law Firm
GreeneHurlocker, PLC	GreeneHurlocker, P.C. 1807 Libbie Avenue Suite 102, Richmond, Virginia 23226	Law Firm
Hawke McKeon & Sniscak LLP	Todd Stewart Hawke McKeon & Sniscak LLP 100 North Tenth Street Harrisburg, PA 17101	Law Firm
Jay Winston PC	Jay Winston Jay Winston PC 750 3rd Ave # 923 New York, New York 10017	Law Firm
Law Offices of Gerard T. Fox	Gerard T. Fox 201 N Lasalle Street, Suite 2100 Chicago, IL, 60601	Law Firm
Levun, Goodman & Cohen LLP	Robert Gorman Levun, Goodman & Cohen LLP 500 Skokie Blvd # 650 Northbrook, Illinois 60062	Law Firm
Robinson & Cole LLP	Joey Lee Miranda Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103	Law Firm
Scott Douglass McConnico LLP	Catherine Webking 303 Colorado Street, Suite 2400 Austin, TX 78701	Law Firm
Vorys, Sater, Seymour and Pease LLP	Gretchen Petrucci 52 East Gay Street Columbus, OH 43215	Law Firm

Exhibit C

Verified Statement

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

)	
In re:)	Chapter 11
)	
AGERA ENERGY LLC, <i>et al.</i> , ¹)	Case No. 19-_____ (____)
)	
Debtors.)	(Jointly Administered)
)	

VERIFIED STATEMENT OF [Insert Full Name of Professional]

[AFFIANT], being duly sworn, deposes and says:

1. I am the [Title] of [Insert Full Name of Ordinary-Course Professional] (“[Insert Abbreviation for Professional]”), which maintains offices at [Insert Address of Ordinary-Course Professional].

2. Except as otherwise provided herein, neither I, [Insert Abbreviation for Professional], nor any employee thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors in possession (the “Debtors”), their creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, except as set forth in this verified statement.

3. [Insert Abbreviation for Professional], through myself and other employees of [Insert Abbreviation for Professional], has provided certain [Insert General Description of Services] to the Debtors with respect to [Fill in Description of Aspects] of the Debtors’ business.

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequitas Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

4. The Debtors have requested, and [Insert Abbreviation for Professional] has agreed, to continue to provide services to the Debtors pursuant to section 327 of title 11 of the United States Code (the “Bankruptcy Code”) with respect to such matters. Additionally, the Debtors have requested, and [Insert Abbreviation for Professional] proposes, to render the following services to the Debtors:

[Insert Specific Services]

5. [Insert Abbreviation for Professional]’s current customary rates are [Insert Fee/Rate Scale]. In the normal course of business, [Insert Abbreviation for Professional] revises its regular rates on [Insert Date] of each year and requests that, effective [Insert Date] of each year, the aforementioned rates be revised to the regular rates which will be in effect at that time.

6. In the past year, [Insert Abbreviation for Professional] has rendered services to the Debtors for which the Debtors have been invoiced in the amount of \$[Insert Amount]. Additionally, since the commencement of these chapter 11 cases, [Insert Abbreviation for Professional] has provided services to the Debtors that have not yet been billed or that have been billed but for which payment has not been received. The value of such services does not exceed \$[Insert Amount].

7. Except as set forth herein, no promises have been received by [Insert Abbreviation for Professional] as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), and orders of this Court.

8. [Insert Abbreviation for Professional] has no agreement with any entity to share any compensation received from the Debtors.

9. [Insert Abbreviation for Professional] and its employees may have in the past, currently, and may in the future provide services to entities that are creditors of the Debtors in matters completely unrelated to the matters with respect to which [Insert Abbreviation for Professional] is to be engaged by the Debtors. However, neither I, [Insert Abbreviation for Professional], nor any employee thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates in the matters upon which [Insert Abbreviation for Professional] is to be engaged.

10. The foregoing constitutes the verified statement of [Insert Abbreviation for Professional] pursuant to Bankruptcy Code sections 329 and 504, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1.

[Name of Affiant]

Sworn to and subscribed before me this
_____ day of _____, 201__

Notary Public