

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	
AMPLE, INC., <i>et al.</i> , ¹	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Joint Administration Requested)
	§	

**EMERGENCY MOTION OF DEBTORS FOR ENTRY OF AN ORDER (A)
AUTHORIZING DEBTORS TO (I) PAY PREPETITION WAGES, SALARIES,
EMPLOYEE BENEFITS, AND OTHER COMPENSATION, AND (II)
MAINTAIN EMPLOYEE BENEFITS PROGRAMS AND PAY RELATED
OBLIGATIONS; AND (B) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 2:00 p.m. (prevailing Central Time) on December 18, 2025.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing, if one is set, 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 December 18, 2025 at 2:00 p.m. (prevailing Central Time) in Courtroom 402, 4th floor, 515 Rusk Street, Houston, Texas 77002.

Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

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

¹ The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.tx.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at <https://veritaglobal.net/ample>.



Ample, Inc. and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the “Debtors”), respectfully state as follows in support of this motion (this “Motion”):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order (the “Proposed Order”), substantially in the form attached hereto: (a) authorizing, but not directing, the Debtors to (i) pay all prepetition and post-petition obligations owed on account of wages, salaries, expense reimbursements, and other compensation to their employees and certain independent contractors, together with all related fees, costs, and expenses incident to the foregoing (including amounts owed to third-party service providers, administrators, and taxing authorities); and (ii) maintain, continue, and, as applicable, wind down in the ordinary course the Debtors’ compensation, expense reimbursement, and employee benefit programs and policies, as such programs and policies were in effect as of the Petition Date, as they may be modified, amended, or supplemented from time to time in the ordinary course of business; and (b) granting related relief. The Debtors further request that the Court authorize financial institutions to receive, process, honor, and pay any and all checks presented for payment and to honor all funds transfer requests related to such fees, costs, expenses and obligations.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are sections 105(a), 363(b), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and Procedures for Complex Cases in the Southern District of Texas.

BACKGROUND

4. On the date hereof (the “Petition Date”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

5. Contemporaneously with the filing of this Motion, the Debtors filed a motion requesting joint administration of the Chapter 11 Cases, for procedural purposes, pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

6. Founded in 2014, Ample’s mission is to address fleet electrification challenges by developing modular battery-swapping solutions that make EV energy replenishment fast, convenient, and scalable. The Company has developed proprietary autonomous swapping stations, modular battery systems, and integrated vehicle hardware and software that allow depleted EV batteries to be exchanged for fully charged ones in minutes, without requiring significant vehicle re-engineering and with materially less downtime than conventional charging. Ample’s modular stations can be deployed quickly, require a compact footprint, and are designed to support a wide range of OEM vehicle platforms, making them well suited for urban and suburban environments.

7. The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of John D. Baumgartner, Chief Restructuring Officer of the Debtors, in Support of the Chapter 11 Petitions and First-Day Relief* (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference.²

THE WORKFORCE OBLIGATIONS

I. THE DEBTORS’ WORKFORCE

8. In the months preceding the Petition Date, Ample implemented significant reductions in force and other cost-saving initiatives in response to liquidity constraints and changing market conditions. Those actions resulted in the termination of approximately 200 employees. Certain former employees have asserted claims arising from these reductions in force, including claims alleging violations of the Worker Adjustment and Retraining Notification Act and similar state-law statutes (collectively, the “WARN Allegations”). The Debtors are evaluating those allegations and reserve all rights with respect thereto. The relief requested in this Motion does not seek to pay, compromise, or otherwise affect any such WARN Allegations or other claims of former employees.

9. To , preserve institutional knowledge, and maintain the processes that make the Debtors’ business transferable to a potential buyer, the Debtors have 2 employees (the “Employees”) and engage approximately 15 former employees as independent contractors (the “Contracted Labor,” and together with the Employees, the “Workforce”) to provide essential operational, management, finance, facilities, diligence, and administrative services necessary to maintain the Debtors’ limited remaining business operations. Contracted Labor is paid either a

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

fixed weekly amount or an hourly rate, and all contractors invoice the Debtors weekly, typically on a one-week lag. Members of the Contracted Labor do not participate in Employee Benefits. The Workforce collectively are the only personnel currently maintaining the Debtors' physical assets, proprietary software platform, and related operating procedures.

10. Among other things, the Workforce maintains the Debtors' core processes and systems—including battery-management protocols, safety and compliance procedures, finance and accounting workflows, customer and vendor interfaces, and data and documentation related to the Debtors' operating history. These processes and systems are integral to the Debtors' value proposition and would be difficult and expensive for a buyer to recreate if they were allowed to lapse. In any strategic transaction where a third party acquires the Debtors' assets and seeks to restart operations or rehire a larger employee base, that acquirer will likely depend on the continuity of these processes and the availability of the individuals who know how to operate and transfer them.

11. Although the Debtors' headcount is now small, the remaining Employees and Contracted Labor have unique knowledge of the Debtors' technology, operations, and relationships with strategic partners, suppliers, landlords, regulators, and potential transaction counterparties. They also are the individuals most familiar with the circumstances of the prepetition workforce reductions and the Debtors' records concerning former employees. Maintaining stability and predictability for this Workforce—including timely payment of wages and contractor fees, continuation of benefits for the two Employees through the scheduled termination of the Employee Benefits, and reimbursement of business expenses—is critical to preserving the Debtors' ability to consummate a value-maximizing strategic transaction, to operate safely and compliantly in the interim, and ultimately to maximize recoveries for all stakeholders, including former employees.

12. A numerical breakdown of the Workforce is summarized in the following chart.

Workforce	
Total Employees	2
Exempt	2
Non-Exempt	0
Contracted Labor	15
Total Workforce	17

13. In the ordinary course of their operations, the Debtors incur a number of obligations to, or on account of, their Workforce, amounts owed to Contracted Labor, payroll taxes, employee and contractor expense reimbursements, and certain administrative and benefits-related costs (collectively, the “Workforce Obligations”). As described in more detail below, the Debtors estimate that only a modest amount of Workforce Obligations have accrued in the ordinary course of business and remains unpaid as of the Petition Date. Payment of the Workforce Obligations is necessary to ensure continuity of the Debtors’ limited operations and to avoid immediate and irreparable harm.

II. WORKFORCE COMPENSATION AND EMPLOYEE BENEFITS

A. Employee Wages and Compensation Obligations

14. In the ordinary course of business, the Debtors pay wages and salaries to the Employees (“Employee Wages and Compensation Obligations”). Employee Wages and Compensation Obligations are processed and administered by Sequoia One PEO, LLC (“Sequoia”), the Debtors’ professional employer organization. Payroll is issued on a semi-monthly basis, on the 15th day and the last day of each month; employees are not paid in arrears. Based on the timing of the Petition Date, the Debtors estimate that no Employee is owed wages in excess of the statutory priority cap under section 507(a)(4) of the Bankruptcy Code.

15. The Debtors' average semi-monthly payroll for Employees is approximately \$20,000 in the aggregate, inclusive of Sequoia administrative processing charges. As of the Petition Date, the Debtors estimate that there is only a *de minimis* amount, if any, accrued but unpaid Employee Wages and Compensation Obligations owed to Employees. To the extent any such amounts are outstanding, none exceed the statutory priority cap under section 507(a)(4) of the Bankruptcy Code. For the avoidance of doubt, the Debtors do not seek authority by this Motion to pay any accrued amounts to Insider Employees in excess of the statutory cap set forth in section 507(a)(4) of the Bankruptcy Code.

B. Contracted Labor Obligations

16. The Debtors engage Contracted Labor in various capacities, including independent contractors and consultants, who provide essential operational, management, finance, facilities, diligence, and administrative services across the Debtors' limited remaining operations. Contracted Labor fills the Debtors' immediate business needs with a flexible workforce, enabling the Debtors to preserve value and continue necessary functions in a cost-effective manner. Depending on the engagement, Contracted Labor is compensated either at an hourly rate or a fixed weekly amount, and all such contractors invoice the Debtors on a weekly basis, generally on a one-week lag.

17. In the ordinary course of business, the Debtors pay the Contracted Labor on account of such services (together with any other obligations to Contracted Labor, collectively, the "Contracted Labor Obligations"). As of the Petition Date, the Debtors estimate that they owe approximately \$100,000 in the aggregate on account of accrued but unpaid Contracted Labor Obligations. The Debtors believe that continued and uninterrupted payment of the Contracted

Labor Obligations is necessary to maintain the Debtors' remaining operations and to avoid immediate and irreparable harm to the estates.

C. Deductions and Payroll Taxes

18. For each applicable pay period, the Debtors, through Sequoia, deduct certain amounts from each Employee's gross pay, including, without limitation, legally required withholdings and pre- and after-tax deductions payable pursuant to certain employee benefit plans discussed herein (such as an Employee's share of healthcare premiums and 401(k) contributions), as well as any court-ordered or otherwise legally mandated deductions (collectively, the "Deductions"). The Deductions are remitted by or through Sequoia to the appropriate third-party recipients in the ordinary course of business. It is possible that, as of the Petition Date, certain Deductions that have been withheld from Employees' paychecks have not yet been forwarded to the appropriate third parties.

19. In addition to the Deductions, the Debtors are required by law to withhold from the Employee Wages and Compensation Obligations amounts related to federal, state, and local income taxes, as well as social security and Medicare taxes (collectively, the "Withholding Taxes"), and to remit the same to the appropriate taxing authorities (collectively, the "Payroll Taxing Authorities"). Further, the Debtors are required to make matching payments from their own funds on account of social security and Medicare taxes and to pay, based on a percentage of gross payroll and subject to state-imposed limits, additional amounts to the Payroll Taxing Authorities for, among other things, state and federal unemployment insurance (collectively, the "Employer Payroll Taxes" and, together with the Withholding Taxes, the "Payroll Taxes"). As of the Petition Date, the Debtors estimate that only a modest amount of Payroll Taxes

is accrued but unpaid, reflecting the small size of the Employee population and the semi-monthly payroll cycle.

D. Payroll Processing Services

20. The Debtors' payroll, including Deductions and Payroll Taxes, is administered through Sequoia. The ongoing services of Sequoia are imperative to the Debtors' payroll processing and, more broadly, to the smooth functioning of the Debtors' limited remaining operations. On a monthly basis, the Debtors pay fees of approximately \$91 per Employee per month, but subject to a minimum \$1,000 fee per payroll period for Sequoia's services out of the Debtors' accounts payable. As of the Petition Date, the Debtors may owe a small amount of accrued but unpaid obligations on account of the Payroll Processing Services, and by this Motion seek authority, but not direction, to pay any such amounts and to continue paying Sequoia in the ordinary course.

E. Workforce Expenses

21. Employees and Contracted Labor are entitled to reimbursement of certain reasonable and necessary expenses incurred while performing their employment duties, including related travel and other business expenses (the "Workforce Expenses"). Such expenses are incurred and reimbursed in accordance with the Debtors' written travel and expense reimbursement policy (as in effect from time to time, the "Travel & Expense Policy"). The Debtors estimate that, as of the Petition Date, only a modest amount of Employee Expenses has accrued but remains unpaid, and seek authority, but not direction, to pay such prepetition Employee Expenses and to continue honoring the Travel & Expense Policy in the ordinary course.

III. EMPLOYEE BENEFIT OBLIGATIONS

22. In the ordinary course of business, the Debtors have established various benefit plans and policies for their Employees, which are described in more detail below (collectively, the “Employee Benefits”). The Employee Benefits are available only to eligible Employees; members of the Contracted Labor do not participate in Employee Benefits. The Debtors’ Employee Benefits, including medical, dental, vision, disability, life insurance, and retirement-related benefits, are administered in large part through Sequoia.

A. Health and Welfare Obligations

23. The Debtors sponsor several health and welfare plans to provide benefits to the Employees, including, without limitation, medical, dental, and vision coverage, short-term and long-term disability coverage, and basic and supplemental life and accidental death and dismemberment insurance (collectively, the “Health and Welfare Plans”). The Debtors’ obligations on account of the Health and Welfare Plans include payment of employer-share premiums (to the extent applicable), remittance of employee-share premiums withheld from Employee paychecks, and certain associated fees and charges (collectively, the “Health and Welfare Obligations”). Given the small number of Employees and the short remaining term of the plans, the Debtors estimate that the aggregate accrued but unpaid Health and Welfare Obligations as of the Petition Date are modest but nonetheless critical to maintain uninterrupted coverage through at least the end of the calendar year.

1. *Medical Benefits*

24. Eligible Employees are offered medical coverage through several plan options administered by Sequoia and underwritten by Anthem Blue Cross, Cigna, and Kaiser (collectively, the “Medical Plans”). The Medical Plans provide coverage for, among other things,

preventive care, doctor visits, hospital care, and prescription drugs. Employees elect among the available Medical Plans and contribute toward the cost of coverage through payroll deductions, with the Debtors paying the applicable employer-share premiums, if any, to Sequoia and the underlying carriers.

25. In addition to medical coverage, eligible Employees may elect dental and vision coverage. Dental benefits are provided through Guardian under a PPO-style dental plan (the “Dental Plan”), and vision benefits are provided through Guardian under a separate vision plan (the “Vision Plan” and, together with the Medical Plans and Dental Plan, the “Core Health Plans”). Employees who elect dental or vision coverage pay the associated employee-share premiums through payroll deductions, and the Debtors remit the applicable amounts to Sequoia and the underlying carriers.

26. The Debtors’ monthly cost to provide the Core Health Plans on behalf of their Employees is modest given that there are only two Employees and consists primarily of pass-through of employee contributions and limited employer-share premium payments and administrative fees. As of the Petition Date, the Debtors estimate that a small amount of employer-share premiums and employee contributions may have accrued but not yet been remitted to Sequoia or the underlying carriers on account of the Medical Plans, Dental Plan, and Vision Plan. By this Motion, the Debtors seek authority, but not direction, to pay all such Health and Welfare Obligations, including any prepetition amounts, and to continue honoring the Core Health Plans in the ordinary course until the benefits terminate at the end of this calendar year.

27. In addition to the Core Health Plans, eligible Employees may elect short-term disability and long-term disability coverage administered through Guardian. Under the current disability programs, short-term disability generally provides income replacement for a limited

period following a qualifying disability, and long-term disability provides longer-term income protection, subject to the applicable policy terms, benefit caps, and waiting periods. The Debtors' obligations with respect to these disability benefits consist primarily of remitting any employee-paid premiums (if applicable) and paying modest employer-share premiums and related administrative fees.

28. The Debtors also provide basic life insurance and accidental death and dismemberment ("AD&D") coverage to Employees at no cost to the Employees, along with the opportunity to purchase additional voluntary life insurance coverage for themselves and, in some cases, their dependents (collectively, the "Life and AD&D Plans"). Certain key members of management are also covered by separate "key-man" life insurance policies. The Debtors' obligations on account of the Life and AD&D Plans include payment of employer-share premiums, if any, and remittance of voluntary employee-paid premiums and associated administrative charges.

2. *Flexible Spending Accounts*

29. The Debtors understand that health savings accounts and flexible spending account options were previously available to employees through their Sequoia-administered benefit programs. Based on the Debtors' review of current payroll and benefit records, any remaining participation among the Debtors' two Employees is minimal or nonexistent, and the Debtors are not aware of any material accrued but unpaid HSA or FSA remittances as of the Petition Date. Out of an abundance of caution, the Debtors request authority, but not direction, to remit any employee contributions that may have been withheld prepetition but not yet forwarded.

30. Collectively, the disability, life, AD&D, HSA, and FSA programs described above, together with any associated administrative services and fees, constitute the Debtors' primary non-

medical Health and Welfare Plans. As of the Petition Date, the Debtors estimate that only a small amount of premiums, employee contributions, and administrative fees may be outstanding on account of these programs. By this Motion, the Debtors seek authority, but not direction, to pay any such accrued but unpaid amounts and to continue administering these Health and Welfare Plans in the ordinary course until the plans are terminated.

B. Leave Obligations

31. In July 2025, the Debtors adopted an unlimited PTO policy under which Employees no longer accrue PTO or vacation time. Any PTO that had accrued before the policy's adoption was frozen and, upon an Employee's separation from employment, was paid out in full before the Petition Date. As a result, as of the Petition Date, no Employees hold any accrued but unused PTO or vacation entitlement, and no liabilities arise under the Leave Policies for accrued leave. The Debtors estimate that no amounts are owed on account of accrued and unused leave benefits. Out of an abundance of caution, the Debtors request authority, but not direction, to honor any statutorily required leave obligations that may arise in the ordinary course during these Chapter 11 Cases.

C. 401(k) Plan Obligations

32. Eligible Employees may elect to participate in a tax-qualified 401(k) retirement savings plan administered through the Sequoia One multiple-employer plan (the "401(k) Plan"). The Debtors do not provide an employer matching contribution or make any employer contributions to the 401(k) Plan. Employees who elect to participate fund their contributions exclusively through payroll deductions, which are remitted by Sequoia to the plan trustee in the ordinary course. As of the Petition Date, the Debtors are not aware of any material accrued but unpaid obligations related to the 401(k) Plan other than, potentially, de minimis employee contributions withheld shortly before the Petition Date but not yet remitted.

D. Administrative Fees

33. As noted herein, the Debtors rely on Sequoia to administer payroll, benefits, and various associated programs. The Debtors pay administrative fees to Sequoia equal to approximately \$91 per Employee per month, but subject to a minimum \$1,000 fee per payroll period, along with certain pass-through fees owed to benefit carriers. As of the Petition Date, the Debtors estimate that only a small amount of such administrative fees may be accrued but unpaid. By this Motion, the Debtors seek authority, but not direction, to pay any such accrued prepetition fees and to continue paying Sequoia in the ordinary course of business.

BASIS FOR RELIEF**I. PAYMENT OF WORKFORCE OBLIGATIONS IS WARRANTED UNDER SECTIONS 363(B) AND 105(A) OF THE BANKRUPTCY CODE.**

34. The Court may grant the relief requested herein pursuant to section 363(b) of the Bankruptcy Code, which 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). Courts in the Fifth Circuit have granted a debtor’s request to use property of the estate outside of the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code upon a finding that such use is supported by sound business reasons. *See, e.g., Black v. Shor (In re BNP Petroleum Corp.)*, 642 F. App’x 429, 435 (5th Cir. 2016) (noting that section 363 “requires that a sale of the estate’s assets be supported by an articulated business justification, good business judgment, or sound business reasons”) (internal quotation and citation omitted); *Inst. Creditors of Cont’l Air Lines, Inc. v. Cont’l Air Lines, Inc. (In re Cont’l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”) (internal citation

omitted); *ASARCO, Inc. v. Elliot Mgmt. (In re ASARCO L.L.C.)*, 650 F.3d 593, 601 (5th Cir. 2011) (“Section 363 of the Bankruptcy Code addresses the debtor’s use of property of the estate and incorporates a business judgment standard [t]he business judgment standard in section 363 is flexible and encourages discretion.”); *In re Terrace Gardens Park P’ship*, 96 B.R. 707, 714 (Bankr. W.D. Tex. 1989) (“[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”) (internal citation omitted).

35. In addition, the Court has authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtors to carry out their duties under section 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code “contains an 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 *CoServ*, 273 B.R. at 497). Under 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 this title.” 11 U.S.C. § 105(a); *see CoServ*, 273 B.R. at 491–93 & n.6 (holding that sections 105 and 1107 of the Bankruptcy Code provide authority for a debtor-in-possession to pay prepetition claims); *see also In re Tusa-Expo Holdings, Inc.*, Case No. 08-45057-DML-11, 2008 WL 4857954, at *1 (Bankr. N.D. Tex. Nov. 7, 2008); *CEI Roofing*, 315 B.R. at 56. Moreover, Bankruptcy Rule 6003 itself implies that the payment of prepetition obligations may be permissible within the first 21 days of a case where doing so is “needed to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003. Accordingly, the Bankruptcy Code authorizes the post-petition payment of prepetition claims where, as here, such payments are critical to preserving the going-concern value of a debtor’s estates.

36. 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 is justified under sections 105(a) and 363(b) of the Bankruptcy Code. The Debtors' business today is operated by a small Workforce that nonetheless performs mission-critical functions: safeguarding physical assets, maintaining the proprietary software platform and associated data, keeping core processes and compliance infrastructure in place, and preparing the Debtors for a potential strategic transaction. Authorizing the Debtors to pay the Workforce Obligations, including the Debtors' two remaining Employees and fifteen critical members of Contracted Labor, will allow these functions to continue without interruption and will preserve the Debtors' ability to execute a value-maximizing sale or other transaction.

37. In particular, the Workforce is responsible for maintaining the operational and corporate infrastructure—the “playbook” for how the Debtors' business runs—that a buyer will need if it wishes to recommence operations or rehire a larger group of employees. The Debtors anticipate that any strategic transaction will require the transfer of detailed operating procedures, software configurations, vendor and customer interfaces, regulatory and safety protocols, and other institutional knowledge. If the Workforce were to depart because the Debtors lacked authority to honor ordinary-course wages, contractor fees, benefits, and expense reimbursements, those processes could quickly degrade or be lost altogether. That outcome would materially harm the value of the Debtors' assets and reduce the likelihood that a buyer will be able to hire or rehire employees in connection with a transaction, to the detriment of creditors and former employees alike.

38. The two remaining Employees and the members of the Contracted Labor collectively hold the Debtors' key knowledge and relationships, including relationships with major

customers and partners, landlords, vendors, regulators, and potential transaction counterparties. They also are the individuals most familiar with the circumstances of the prepetition workforce reductions and with the Debtors' records regarding former employees. Stability for this small Workforce—through timely payment of compensation and continued access to existing benefit programs for the Employees through their scheduled termination date—is essential to keeping these individuals engaged and available to assist in preserving and realizing value for the estates.

39. In addition, failure to satisfy the prepetition Workforce Obligations will likely jeopardize morale and loyalty among the Workforce at a time when their support is especially critical. Members of the Workforce rely on their compensation, benefits, and reimbursement of expenses to satisfy ordinary living expenses. They would be exposed to financial hardship if the Debtors were not permitted to honor their obligations for unpaid compensation, benefits, and reimbursable expenses. The loss in morale and the potential departure of key members of the Workforce worrying about their pay and healthcare would impair the Debtors' ability to maintain core processes, pursue a strategic transaction, and administer these Chapter 11 Cases, causing an erosion in value to the detriment of all stakeholders.

40. The Contracted Labor, in particular, performs key services for the Debtors that are not readily replaceable in the current environment, including essential operational, management, financial, facilities, diligence, and administrative functions. The Debtors maintain no internal bench from which to replace these individuals, and it would be costly and time-consuming to recruit and train new contractors in the Debtors' specialized business at this stage of the Chapter 11 Cases. Accordingly, the Debtors submit that it is appropriate for the Court to authorize the Debtors to satisfy the Contracted Labor Obligations, as set forth herein, as a valid exercise of the Debtors' business judgment and to avoid immediate and irreparable harm to the estates.

41. In addition, failure to satisfy the prepetition Employee Obligations will likely jeopardize Workforce morale and loyalty at a time when Workforce support is especially critical to the Debtors' business. The members of the Workforce rely on their compensation, benefits, and reimbursement of expenses to satisfy ordinary living expenses. They would be exposed to financial hardship if the Debtors were not permitted to honor their obligations for unpaid compensation, benefits, and reimbursable expenses. The loss in morale and the potential departure of key members of the Workforce worrying about their pay and healthcare would impair the Debtors' ability to strategically consolidate and administer these Chapter 11 Cases, causing an erosion in value to the detriment of all stakeholders.

42. The Contracted Labor performs key services for the Debtors that are not readily replaceable in the current environment, including essential operational, management, financial, facilities, and administrative functions. Accordingly, the Debtors submit that it is appropriate for the Court to authorize the Debtors to satisfy the Contracted Labor Obligations, as set forth herein, as a valid exercise of the Debtors' business judgment and to avoid immediate and irreparable harm to the estates.

43. In addition, reimbursement of the Workforce Expenses is necessary because any other treatment would be highly inequitable. Members of the Workforce who have incurred expenses should not be forced to bear the cost of such expenses personally, especially because the members of the Workforce incurred the expenses for the Debtors' benefit, in the course of their employment by the Debtors, and with the understanding that they would be reimbursed for doing so.

44. Payment of Administrative Fees to Sequoia is also necessary. Without Sequoia's continued service, the Debtors will be unable to timely pay wages, remit taxes, maintain required

insurance coverage, or administer Employee Benefits through their scheduled termination date. Continued access to Sequoia's systems and services is essential to preserving estate value and avoiding immediate and irreparable harm.

45. The Debtors do not seek to alter their compensation, time off, or other benefits policies at this time. The Motion is intended only to permit the Debtors, in their discretion, to: (i) make payments consistent with existing policies and practices to the extent such payments may otherwise be restricted by the Bankruptcy Code; and (ii) honor their practices, programs, and policies with respect to the Workforce as such practices, programs, and policies existed as of the Petition Date. For the avoidance of doubt, the Debtors are **not** seeking authority to pay any severance, retention, or bonus obligations, nor to make any payments to Insider Employees that would exceed limitations set forth in section 503(c) or section 507(a)(4) of the Bankruptcy Code. For the further avoidance of doubt, nothing in this Motion seeks authority to pay, compromise, assume, or otherwise affect any claims asserted by former employees, including claims alleging violations of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101–09 (the “WARN Act”), and any analogous state or local laws, all of which are expressly preserved.

II. PAYMENT OF THE WORKFORCE OBLIGATIONS WOULD NOT PREJUDICE PARTIES IN INTEREST.

46. The Debtors believe that substantially all prepetition Workforce Obligations described in this Motion constitute priority claims under sections 507(a)(4) and (5) of the Bankruptcy Code. Under section 507(a)(4)(A), claims of employees for wages, salaries, or commissions earned within 180 days before the Petition Date are afforded priority status up to \$17,150 per individual. Similarly, section 507(a)(5) provides priority status for contributions to employee benefit plans up to the same amount, reduced by any priority wage claim. Given the Debtors' two-Employee workforce and the modest size of any accrued prepetition Employee

Obligations, the Debtors do not expect any Employee's claims to exceed the applicable statutory cap. Accordingly, payment of such claims at this time affects only the timing—not the amount—of distributions to other creditors and will not prejudice parties in interest.

III. PAYMENT OF DEDUCTIONS AND PAYROLL TAXES IS REQUIRED BY LAW.

47. The Debtors also seek authority to remit certain Deductions and Payroll Taxes to the appropriate entities. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction from Employees' paychecks. Indeed, certain Deductions, including contributions to the Employee Benefit Obligations and child support and alimony payments, are not property of the Debtors' estates because they have been withheld from Employees' paychecks on another party's behalf. *See* 11 U.S.C. § 541(b).

48. Further, federal and state laws require the Debtors and their officers to make certain tax payments that have been withheld from their Employees' paychecks. *See* 26 U.S.C. §§ 6672 and 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95-97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *DuCharnes & Co. v. Michigan (In re DuCharnes & Co.)*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because certain Deductions and Payroll Taxes are not property of the Debtors' estates, the Debtors request that the Court authorize them to transmit the Deductions and Payroll Taxes to the proper parties in the ordinary course of business.

49. For the foregoing reasons, payment of the Deductions and Payroll Taxes, as requested herein and in accordance with the Debtors' prepetition business practices, is necessary,

appropriate, and in the best interests of the Debtors, their estates, and all other parties in interest in these cases. Accordingly, the Court should authorize the relief requested by the Debtors.

**CAUSE EXISTS TO AUTHORIZE THE BANKS TO HONOR CHECKS AND
ELECTRONIC FUND TRANSFERS**

50. The Debtors further request that the Court authorize applicable banks and other financial institutions (collectively, the “Banks”) to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to the Workforce Obligations (whether such checks or fund transfers were presented before or after the Petition Date), to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payment. The Debtors also seek authority to issue new post-petition checks or effect new post-petition electronic funds transfers in replacement of any checks or fund transfer requests on account of prepetition Workforce Obligations dishonored or rejected as a result of the commencement of the Chapter 11 Cases.

EMERGENCY CONSIDERATION

51. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1 and Bankruptcy Rule 6003, which authorize the Court to grant relief within the first 21 days after the commencement of a chapter 11 case to the extent that relief is necessary to avoid immediate and irreparable harm. As described in detail above and in the First Day Declaration, if the relief requested herein is not granted the value of the Debtors’ business would rapidly deteriorate. Without assurance that ordinary-course wages, contractor fees, benefits, and expense reimbursements will be paid on a timely basis, the Debtors risk losing the small Workforce that maintains the core systems, data, and processes underpinning the Debtors’ technology platform and that is needed to preserve the Debtors’ ability to consummate a strategic transaction and, if appropriate, to support the rehiring or onboarding of a larger employee base by

a buyer. Accordingly, the Debtors submit that the requirements of Bankruptcy Rule 6003 are satisfied.

**DEBTORS' COMPLIANCE WITH BANKRUPTCY RULE 6004(a) AND WAIVER OF
BANKRUPTCY RULES 6004(a) AND (h)**

52. With respect to any aspect of the relief sought herein that constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors request that the Court find that notice of this Motion is adequate under Bankruptcy Rule 6004(a) and waive the 14-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary to avoid immediate and irreparable harm to the Debtors. Thus, cause exists for the Court to find that notice of this Motion satisfies Bankruptcy Rule 6004(a) and waive the 14-day stay under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

53. Nothing in this Motion is intended to be nor shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to this Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement,

contract, or lease pursuant to 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' or any other party in interest's rights to dispute such claim subsequently.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Date: December 16, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: /s/ Hugh M. Ray, III

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***Proposed Counsel for Debtors, Ample, Inc. and
Ample Texas EV, LLC***

CERTIFICATE OF SERVICE

I certify that on December 16, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Hugh M. Ray, III

Hugh M. Ray, III

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	
AMPLE, INC., <i>et al.</i> , ¹	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Joint Administration Requested)
	§	

**ORDER (A) AUTHORIZING DEBTORS TO (I) PAY PREPETITION WAGES,
SALARIES, EMPLOYEE BENEFITS, AND OTHER COMPENSATION, AND (II)
MAINTAIN EMPLOYEE BENEFITS PROGRAMS AND PAY RELATED
OBLIGATIONS; AND (B) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)² of the Debtors for entry of an order (this “Order”) pursuant to sections 105(a), 363(b), and 507 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (a) authorizing, but not directing, the Debtors to (i) pay all prepetition and post-petition obligations owed on account of wages, salaries, expense reimbursements, and other compensation to their employees and certain independent contractors, together with all related fees, costs, and expenses incident to the foregoing (including amounts owed to third-party service providers, administrators, and taxing authorities); and (ii) maintain, continue, and, as applicable, wind down in the ordinary course the Debtors’ compensation, expense reimbursement, and employee benefit programs and policies, as such programs and policies were in effect as of the Petition Date, as they may be modified, amended, or supplemented from time to time in the ordinary course of business; and (b) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”) and the last four digits of each Debtor’s taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Order is available on (a) the Court’s website, at www.txsb.uscourts.gov and (b) the website maintained by the Debtors’ claims and noticing agent, Verita Global at <https://veritaglobal.net/ample>.

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 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 this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; 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 the 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, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtors are authorized, but not directed, in their discretion and business judgment, and in the ordinary course consistent with the Debtors' prepetition practices and the terms of this Order, to (i) pay the Workforce Obligations owed to the Workforce and related fees, costs, and expenses incident to the foregoing, including, without limitation, amounts owed to Sequoia One PEO, LLC ("Sequoia"), benefit carriers, and the Payroll Taxing Authorities, in each case in the ordinary course of business (whether arising before or after the Petition Date); (ii) maintain, and continue to honor and pay amounts with respect to, the Debtors' compensation, expense reimbursement, and business programs and policies for the Workforce (including the Employee Benefits) as in effect as of the Petition Date and as they may be modified, amended, or supplemented from time to time in the ordinary course of business; and (iii) continue to deduct and to transmit the Deductions from payroll checks as authorized by Employees, as required under

any employee-related plan, program, or policy, or as required by applicable law; ***provided that***, the Debtors shall not honor any prepetition Employee Wages and Compensation Obligations to any individual that exceeds the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code except as set forth below.

2. The Debtors are authorized, but not directed, to continue their compensation, expense reimbursement, and Employee Benefits programs on a post-petition basis, and in each case to pay any accrued amounts thereunder as they become due in the ordinary course of business; provided that nothing in this Order shall be deemed to authorize the Debtors to pay any severance, retention, or bonus obligations, or to make any payments to any “insiders” of the Debtors (such persons who meet the definition of “insider” provided in section 101(31) of the Bankruptcy Code, collectively, “Insiders”) that would be inconsistent with section 503(c) of the Bankruptcy Code or that would cause any individual to receive payment on account of prepetition wages or benefits in excess of the caps set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, absent further order of this Court. For the avoidance of doubt, the Debtors shall not (a) make any bonus, incentive, retention, or severance payments; or (b) make any payments prohibited by section 503(c).

3. The Debtors are authorized, but not directed, to transmit any Deductions previously withheld or deducted from the Employee payroll to the appropriate third-party recipient.

4. The Debtors are authorized, but not directed, in their discretion and business judgment, and in the ordinary course of business, to (a) modify, change, and discontinue any program, policy, or practice with respect to the Workforce Obligations (including the Employee Benefits) and (b) implement new programs, policies, and practices with respect to the Workforce

Obligations during the Chapter 11 Cases to the extent consistent with this Order and the limitations set forth in the Motion.

5. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving any post-petition secured debtor-in-possession financing of the Debtors, and/or the Debtors' entry into any post-petition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order" and, together, the "DIP Orders"). To the extent there is any inconsistency between the terms of any DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

6. Neither this Order nor any payments made by the Debtors pursuant to the Motion or this Order shall be deemed to change the classification of any claim or to in any way change the rights or create new rights of any Employees, Contracted Labor, or any other person, including, without limitation, the creation of any right to payment entitled to administrative expense priority pursuant to sections 503 and 507 of the Bankruptcy Code.

7. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations, to the extent that sufficient funds are on deposit in available funds in the applicable bank accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

8. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Cases with respect to any prepetition amounts that are authorized to be paid pursuant to this Order.

9. For the avoidance of doubt, nothing in this Order authorizes the Debtors to pay, compromise, assume, or otherwise affect any claims asserted by former employees, including claims arising under the WARN Act or analogous state or local laws, all of which are expressly preserved.

10. Nothing in the Motion or this Order, or any payment made pursuant to this Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (h) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

11. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.
12. Notice of the Motion is adequate under the Bankruptcy Rules, including Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules.
13. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.
14. The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.
15. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

SIGNED: _____, 2025

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE